

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

148 North Binkley Street Soldotna, Alaska 99669-7553

Phone (907) 714-8888 Fax (907) 262-9132

www.kpbsd.k12.ak.us

SCHOOL BOARD COMMUNICATION

Title: Student Transportation Update

Date: November 6, 2012

Item Number:

Worksession

Administrator: Dave Jones, Assistant Superintendent



Attachments: Student Transportation Red-Line Contract

Action Needed For Discussion Information Other: _____

BACKGROUND INFORMATION

Attached is the red-line version of the transportation contract that resulted from our negotiations with First Student during the summer. I will discuss the relevance and significance of the adjustments at the worksession.

ADMINISTRATIVE RECOMMENDATION

For your review and discussion.

Section I
Statement of Work
Contract General Terms and Conditions

1. Definitions

The following definitions shall apply throughout this Contract, except where the context requires otherwise:

1.1. Accident, Incident

1.1.1. Accident

Any occasion when the bus leaves the roadway (all or in part), collides with another object, or is hit by another object. Accidents include those occasions when the bus is enroute to and from the bus terminal or school, with or without students on board. Damage sustained in the terminal area or at a parkout location, in excess of \$150, shall be considered an accident.

1.1.2. Incident

Any occasion when a bus gets stuck, whether students are on board or not. Also, any situation when the personal safety of a bus occupant is potentially in jeopardy; for example, a child left on the bus unattended, physical injury to a bus occupant (including bus staff), damage to the bus, or threat to individual safety as a result of a bomb threat, a weapon, or item designed to look like a weapon.

1.2. Contract Documents

The documents deemed to be a part of the Contract:

- a. Instructions to Proposers and Signature Page (General Instructions, General Conditions, Submittal Requirements, and Evaluation Criteria of this Pupil Transportation Services Contract (RFP No. 116-12));
- b. Section III, Pupil Transportation Services Contract, Articles 1 through 16 (RFP No. 116-12, Section III);
- c. Section I, General Contract Terms and Conditions (RFP No. 116-12, Section I);
- d. Section II, Service Areas: Special Terms and Conditions (RFP No. 116-12, Section II);
- e. Request for Proposal No. 116-12 and all attachments, schedules, and addenda;
- f. The Contractor's performance bond;
- g. The Contractor's insurance policies;
- h. The Contractor's proposal package upon which award was made, including but not limited to the Submittal Questionnaire and Checklist, all attachments included as part of the RFP package, and all additional submissions made by the Contractor during the review and award process;
- i. All representations made by the Contractor during the review and award process.

1.3. Default

The failure by the Contractor or the Kenai Peninsula Borough School District to perform, meet, or discharge any term of the Contract.

1.3.1. A “material default” is a default that, in the reasonable judgment of the Kenai Peninsula Borough School District, is substantial and important, or that is defined as material by the Contract. All critical defaults, as defined below, are material defaults.

1.3.2. A “critical default” is a default that, in the reasonable judgment of the Kenai Peninsula Borough School District, involves the health, welfare, or safety of students transported by the Contractor under the Contract.

1.4. Department or Department of Education

The Alaska Department of Education and Early Development (AKDEED).

1.5. Department School Bus Inspection Contractor

The individual or firm selected by the Alaska Department of Education and Early Development (AKDEED) to conduct school bus inspections.

1.6. District or School District

The Kenai Peninsula Borough School District (KPBSD).

1.7. Excess Capacity

The difference between the actual number of students riding the bus and the bus capacity set by the Contract.

1.8. Excess Time

The difference between the actual route time and the daily bus rate time limit set in Section II, Service Areas: Special Terms and Conditions for regular education buses and special education buses.

1.9. Missed or Incomplete Route

A route that is not started or not completed. ~~A route shall be considered missed even if another bus assigned to a different route covers the scheduled stops of the original route.~~

1.10. Missed or Incomplete Segment

A route segment that is not started or not completed. ~~A segment shall be considered missed even if another bus assigned to a different route covers the schedule stops of the original route.~~

1.11. Missed or Incomplete Run

A run that is not started or not completed. ~~A run shall be considered missed even if another bus assigned to a different run covers the scheduled stops of the original run.~~

1.12. Missed Stop

A student pickup or discharge that is missed by the driver. The stop may appear on the route sheet or be relayed to the driver verbally by the Contractor’s dispatch staff or by District staff. A stop

shall be considered missed even if the bus returns to pick up/discharge the missed student or if another bus picks up/discharges the student.

1.13. Notice

A formal, written announcement or warning of intent.

Unless otherwise provided, notice shall be given in writing to the Contractor and the District by delivery to the person(s) specified below. Notice shall be by personal delivery, certified mail, or facsimile copy. E-mail messages are not notice under this definition. Addresses and personnel authorized to receive notice unless modified in writing are:

1.13.1. Kenai Peninsula Borough School District

Assistant Superintendent, Instructional Support
Kenai Peninsula Borough School District
148 North Binkley Street
Soldotna, AK 99669
Telephone: (907) 714-8888
Facsimile: (907) 262-5867

1.13.2. Contractor

The person or office specified in the Contractor's proposal to the District.

1.14. Operations Staff/Personnel

Those Contract individuals directly involved in the hiring, training, and supervision of Contract personnel and the monitoring and control of daily bus operations. Operations staff includes but is not limited to Contract employees in the positions of ~~area/regional manager or supervisor~~, Contract manager or supervisor, terminal manager or supervisor, safety supervisor, field safety officer, dispatcher, router, and shop manager or supervisor.

1.15. Parkout

A bus designated to be housed at the driver's residence due to the distance of the residence from the bus barn and school bus route. Parkout requests must be approved by both the District and the Contractor before being implemented.

1.16. Passenger Rating/Capacity

The designated seating capacity; that is, the theoretical passenger capacity that the bus would have if it were constructed with the maximum number of seating positions according to standard seating plans per manufacturer specifications (manufacturer's seating capacity).

1.17. Portal to Portal

In the context of special education transportation, the level of assistance required for each student based upon his or her level of need. In the case of a student living in a house, portal to portal can mean to/from the access door of the residence. In the case of an apartment building, portal to portal can mean to/from the access door of the apartment building. At the attendance center, portal to portal can mean to/from the access door of the attendance center. Bus staff shall be required to assist a student portal to portal based on the student's need.

1.18. Routing Terms

1.18.1. Run

The shortest distance necessary to transport a given group of students from scheduled pick-up points to an attendance center or from an attendance center to scheduled discharge points. Bus runs also include distances between pick-up points and transfer points from one bus run to another when transporting students to and from attendance centers, and when more than one attendance center is served on the same bus run. A run does not include the distance from where the bus is garaged to the beginning of the run or from the end of the run to where the bus is garaged.

1.18.2. Segment

One or more runs transporting students to or from an attendance center within a certain time frame. A morning segment includes the distances from the first attendance center drop-off to the first pick-up point on the ensuing run(s), if any. An afternoon segment includes the distances from the final drop-off point of the first run to the ensuing attendance center loading zone(s), if any. Midday segments can include to-attendance center runs and from-attendance center runs. A segment does not include the distance from where the bus is garaged to the beginning of the run or from the end of the run to where the bus is garaged.

1.18.2.1. Live Miles

The bus run mileage between the first student pick-up point and the final student discharge point as established by the District.

Live mileage, as applied to the a.m. shall be calculated by starting at the first student pickup point farthest from for the first school to be served, to that school, and accumulating as the bus proceeds to the first pickup point for the second run, to that school, and accumulating as the bus proceeds to the first pickup point for the third run and delivering those students to school. Live miles for the a.m. run shall end when the bus has discharged pupils at the last attendance center to be served for the morning segment. Live miles for the a.m. do not include miles from where the bus is garaged to the first pick-up point or miles from the school drop to the where the bus is garaged.

Live mileage, as applied to the p.m., shall be calculated by starting at the first school to be served, accumulating as the bus discharges students and proceeds to the second attendance center to be served, accumulating as the bus discharges students and proceeds to the third attendance center, and accumulating as these students are discharged. Live mileage for the p.m. shall end when the bus delivers to the last discharge point from the last attendance center served for the afternoon segment. Live miles for the p.m. do not include miles from the last discharge point to where the bus is garaged.

Live mileage for midday segments shall be calculated using the same methods outlined above.

1.18.2.2. Deadhead Miles

Total miles minus live miles.

1.18.3. Route

One or more bus runs linked in sequence and assigned to a single vehicle serving one or more attendance centers. A route is all of the service scheduled to be provided by a single bus during the course of a school day. A route contains, at a minimum, one morning segment and one afternoon segment. Many routes also contain midday segments.

1.19. Summer School/Extended School Year (ESY) Programs

Instructional sessions held during the time between the end of the regular school year and the beginning of the next regular school year. Summer school/extended school year instruction includes programs organized and monitored by the District, including but not limited to tutoring programs, transitional programs, vocational programs, credit recovery programs, college preparatory programs, and special education programs.

1.20. Temporary Route

A route added by the District to temporarily relieve an overcrowded route or to serve an emergency situation.

1.21. Transportation Coordinator

The person designated by the District to act as the primary representative of the Kenai Peninsula Borough School District to the Contractor.

1.22. Trip

The transportation of students from one location to another location. Any bus service, or part of any bus service, moving students from one location to another, including but not limited to home-to-school travel, travel between schools, charter travel, and extracurricular travel.

A "late trip" or "late performance" shall be defined as any transport service which arrives five (5) minutes after the scheduled pick-up or start time or five (5) after the scheduled dismiss or depart time.

2. Work to Be Performed

2.1. Scope of Service

The Contractor shall provide transportation for students identified by the District as specified in this Contract. The Contractor shall provide the necessary buses, fuel, and staff for the specified transportation under the supervision of the Superintendent of Schools or his/her designee. The Contractor shall insure that all Contractor personnel follow and implement all District policies and procedures related to pupil transportation.

2.2. Duration of Contract

This Contract provides for the transportation of public and eligible nonpublic students within the Kenai Peninsula Borough School District for the period of July 1, 2012 through June 30, 2017. This Contract may be renewed upon mutual agreement of the District and the Contractor for up to five years. This Contract, however, is subject to the District's option to terminate as provided in this Contract.

2.3. Days of Service

2.3.1. Regular School Year

Transportation shall be provided on in-session school days; that is, when students attend school. The regular school year consists of a minimum of one hundred and seventy (170) school days and a maximum of one hundred and eighty (180) school days. The average number of in-session school days for the past five (5) years has been one hundred and seventy (170) days.

2.3.2. Summer School/Extended School Year Programs

Transportation shall be provided for summer school/extended school year programs that may be offered during the life of the Contract. Summer school/extended school year programs may be scheduled starting the day after the regular school year ends and terminating the day before the new school year begins. The number of attendance days per session and the attendance days per week are subject to change from one year to the next year.

2.4. Service Categories

2.4.1. Regular Routes

The Contractor shall provide transportation for all regular education students identified by the District as eligible for transportation.

2.4.2. Special Education Routes

The Contractor shall provide transportation for all special education students or other students as identified by the District as eligible for this transportation from their homes or other identified pick-up points to attendance centers or other sites, and from attendance centers or other sites to their homes or other identified discharge points. Requirements for this service are specified in the Contract.

2.4.3. Charter Service

The Contractor shall provide charter service transportation on an as-needed basis as specified in the Contract.

2.4.4. Special Education Bus Attendant and Regular Education Bus Monitor Service

The Contractor shall provide special education bus attendants and regular education bus monitors as specified in the Contract.

2.4.5. Nonpublic School Service

The Contractor shall provide transportation to eligible nonpublic school as specified in the Contract.

2.4.6. Fee Collection Service

The Contractor shall act as an agent for the District to collect a fare from pupils who are transported on transportation routes. The Contractor shall establish a method of accounting, control, and reporting of fares which is acceptable to the District

2.5. Time Schedules

Students shall be transported in strict accordance with each school's time schedule established by the District. During the term of the Contract, the District may adjust the opening and closing time

of schools. School day schedules may be altered so that schools are operated at times other than schedules currently used by the District.

2.6. Specificity of Requirements

All parties understand that the numbers provided in Section II, Service Areas: Special Terms and Conditions represent estimates only. All figures, including number of transport days, attendance center and program locations, start and end bell times, number of students, number of attendants/monitors requested, number and type of vehicles specified, number of routes and runs daily, number of live miles, and daily live time, represent the District's current estimates of service requirements for the 2012–2013 (FY 2013) school year. Any of this information may change before the execution of the Contract, during the term of the Contract, and after any extension term agreement.

2.7. Addition of Services

The Contractor agrees that during the life of the Contract, additional buses, routes, or extensions of routes may be necessary to serve route reconfigurations. Additional buses shall be of size, type, and equipment required by the District, applicable regulations, and as specified in the proposal document for this Contract. Routes shall be added at the prevailing rate under the Contract for the type of bus and service required.

2.8. Excess Time and Capacity

2.8.1. The District has the right to any excess time and capacity on any bus on any route. For the purposes of this Contract, "excess time" is defined as the difference between the actual route time and the daily bus rate time limit set in Section II, Service Areas: Special Terms and Conditions for regular education buses and special education buses. Any route time under those time limits respectively shall be considered excess time. For the purposes of this Contract, "excess capacity" is defined as the difference between the actual number of students riding the bus and the bus capacity as specified in the Contract.

2.8.2. Additional students and mileage shall be added at no additional cost to the District until the excess (capacity and time) is depleted. It is understood and agreed that the District has the right to schedule as many individual bus segments and runs per vehicle per day as necessary to optimize the overall use of all vehicles. Such optimization may include year-round school, double shifting, staggering of school start times, additional midday runs, and transport for programs including but not limited to No Child Left Behind, McKinney-Vento Homeless Assistance, federal grants, vocational education job site experience, extended-day school, special education community/living experience, high school credit recovery, dual high school college credit, or other programs deemed appropriate by the District.

2.8.3. New routes shall be added when additional service requested requires additional routes. Additional routes shall be subject to prior approval by the District.

2.8.4. The District shall delete routes at its discretion when a reduction or a change in required service warrants.

2.9. KPBSD Activity Driver Recruitment, Training, Licensing and Associated Costs

2.9.1. The Contractor shall supply recruiting services to attract extracurricular drivers for the District. Recruitment shall be accomplished via newspaper advertisement or by other means recommended by either the Contractor or by the District. Recruitment methods shall be approved by the District. Recruitment campaigns shall be conducted by the

Contractor when the District directs. Costs associated with advertisement and recruitment shall be paid by Contractor.

- 2.9.2. The Contractor shall supply commercial driver license and school bus specific training to KPBSD driver applicants for the District extracurricular program. Candidates shall be trained to pass DMV requirements for a CDL Class B License with Passenger Endorsement, Airbrake Endorsement, and School Bus Permit. The Contractor shall train KPBSD candidates to operate various types of school buses, including standard shift transmissions. The Contractor shall be responsible for third-party testing and documentation of District driver applicants. District applicants shall be given CPR training (adult and child) and American Red Cross Standard First Aid training. District applicants may train at regularly scheduled classes along with Contractor applicants. Additional classes may be scheduled for evenings, weekends, and school vacation days for District applicants as the District directs.
- 2.9.3. The Contractor shall supply all instruction materials for District training classes. The Contractor and the District shall both supply school buses for training purposes. The Contractor shall supply fuel for all training buses.
- 2.9.4. The Contractor shall be responsible for travel costs, per diem costs, wages and salaries, and any other training costs of Contractor staff and consultants involved with the training of District applicants. The Contractor shall not be responsible for any travel costs, per diem costs, or wages and salaries of District driver applicants.
- 2.9.5. The Contractor shall pay driver fees and costs associated with CDL and school bus driver licensing. Such pre- and postlicensing costs include but are not limited to fees associated with obtaining an IC (instruction permit), DMV driving record, criminal history at the State Troopers, finger printing, preemployment drug and alcohol screening, DOT physical health certification, state of Alaska school bus physical, District activity driver physical, TB testing if required by the District, and the cost of the initial CDL license. Annual health physicals may be required by the District. The Contractor shall be responsible for the cost of CDL and DOT-required physicals. The District shall be responsible for the cost of any other physical. Whenever possible, KPBSD driver physicals shall be conducted by the medical provider used by the Contractor to examine Contractor drivers.
- 2.9.6. The Contractor shall cover any yearly fees associated with renewing KPBSD driving qualifications. Such fees include but are not limited to fees associated with obtaining a DMV driving record, school bus permit renewal, DOT physical, school bus physical, District activity driver physical, and any other license and permit renewals costs, including the CDL.
- 2.9.7. District extracurricular drivers shall be eligible to attend any of the Contractor's annual refresher training sessions prior to school start-up each year, or any training or meeting during the school year.
- 2.9.8. The Contractor shall provide a once-a-year, behind-the-wheel driver check to District drivers. This check may be scheduled for weekends or evenings, or school vacation time at the direction of the District. This check shall be held in Central Peninsula, Homer, and Seward. The Contractor shall be responsible for travel costs of the behind-the-wheel trainer if the trainer has to travel outside of his/her assigned work area to provide the service.
- 2.9.9. The Contractor shall provide a once-a-year, in-service for District drivers in each service area. This in-service shall be in addition to behind-the-wheel refresher training. The date,

location, agenda, presenter, participating Contractor employees, and equipment used for the in-service shall be approved by the District.

- 2.9.10. The Contractor shall compile and maintain District driver qualification files as drivers are trained. Files shall be maintained in accordance with federal and state laws and regulations. The Contractor shall deliver to the District a copy of each file as it is compiled and updated.

3. Compensation to Contractor

3.1. Availability of Funding

This Contract is conditional on funding received for pupil transportation. Any shortfall in District transportation funds may result in a reduction of services and a proportional reduction in revenue to the Contractor.

3.2. Rates

Payment shall be made to the Contractor based on the rates established in Section II, Service Areas: Special Terms and Conditions and as submitted by the successful respondent. Compensation under this Contract shall vary according to the category of service provided.

3.3. General Compensation Provisions

The following compensation provisions apply to all service provided under this Contract:

3.3.1. Paid Transportation Days

The Contractor shall be paid only for the days school is in session and transportation is required. The Contractor shall not be paid for those days when transportation services are not provided due to school closures or other days that school is not in session due to teachers' conferences, staff in-services, and local or legal proclaimed holidays and observances. Calendars shall be available to the Contractor via the District's web site prior to the start of the school year. Summer school dates and times shall be provided to the Contractor prior to the end of the regular school year. The calendar is subject to change during the school year, and specified in-session days may be rescheduled. The District shall advise the Contractor of any calendar changes that occurring the school year.

3.3.2. Services Not Rendered – No Payment to Contractor

The Contractor shall not be paid for transportation services not rendered due to malfunction of Contractor equipment, equipment out of service for failure to meet Department inspection criteria, lack of a driver or attendant/monitor, or any other cause within the control of the Contractor, or for any risk assigned to the Contractor under this Contract. The Contractor shall notify the District if any route or run is not operated or is double run for any reason. The Contractor shall not be paid for any run or route that is double run in part or in its entirety.

3.3.3. Billing for Services

3.3.3.1. Daily Bus Rates – Regular Education and Special Services

Subject to adequate funding from the Department, the Contractor shall be paid for service on a monthly basis after submission of the required monthly transportation reports. These reports shall be received by the District within

five (5) calendar days after the end of each school month. Payment shall be issued to the Contractor within 20 work days after receipt of all required reports and documents. Payment may be temporarily withheld for nonsubmission of required monthly reports or other documents requested by the District, incomplete reports, or inaccurate reports. Reports containing errors and/or omissions shall be returned to the Contractor for correction.

The cost for providing special education bus attendants shall be included in the daily bus rate for special education buses.

The cost for a special education route without a bus attendant shall be determined by reducing the daily reimbursement for that route by \$20 per hour for the scheduled barn-to-barn time of the route when the attendant is not on board.

3.3.3.2. Hourly Rate Services – Monitor Wages and Charter Services

Detail billing for services billed at an hourly rate shall be paid following review and verification. Inaccurate or incomplete invoices may cause a delay in payment.

3.3.3.2.1. Monitor Wages (Regular Education Bus)

Monitor wages shall be billed on an invoice separate from the invoice detailing daily bus rates. Backup documentation for each monitor’s number of hours and hourly rate must be submitted with the monitor invoice. Backup documentation shall be submitted on a form approved by the District.

The rate of pay and benefits shall be set by the Contractor. The wage amount reimbursable by the District to the Contractor shall not to exceed the following wage scale:

Step	Hourly Rate
1	\$10.80
2	\$11.15
3	\$11.45
4	\$11.75
5	\$12.05
6	\$12.35
7	\$12.65
8	\$12.95
9	\$13.25
10	\$13.55
11	\$13.85
12	\$14.15
13	\$14.45
14	\$14.75
15	\$15.05
16	\$15.35
17	\$15.65
18	\$15.95
And There After	

The Contractor may choose to pay bus monitors at a rate higher than shown above. In such a case, the Contractor shall be responsible for the difference between the District wage scale and the Contractor wage scale and any additional employer taxes.

The bus monitor shall be considered on duty and shall be paid the his/her hourly rate for a time not to exceed the period of time beginning ten minutes prior to leaving the bus terminal on the assigned bus run and ending ten minutes after returning to the bus terminal after completion of the assigned bus run.

3.3.3.2.2. Charters

A copy of each charter trip ticket and associated invoice shall be sent to the District transportation office for review. The invoice shall be reviewed and returned to the Contractor for correction or credit in case of errors.

The Contractor shall supply to the District a rate sheet detailing charter line item charges. The Contractor shall supply to the District guidelines for assessing line item charges.

3.3.4. Annual Bus Rate Adjustment

3.3.4.1. Payment for requested services shall be adjusted during the second, third, fourth, and fifth year of the Contract and each year that the Contract is extended, up or down, to coincide with the average annual change in the *Consumer Price Index for All Urban Consumers (CPI-U)* for all items in the Anchorage metropolitan area as determined by the United States Department of Labor, Bureau of Labor Statistics. Adjustment shall be computed at the end of the first, second, third, and fourth fiscal years, calculated as of January 1 to December 31 respectively, on a percentage basis to apply on the Contract rate effective the first day of the ensuing regular school year.

3.3.4.2. Adjustments shall be computed each year at the rate of four percent (4%) or the CPI-U for all items in the Anchorage metropolitan area, whichever is less, to be applied to the contracted bus rate for the ensuing school year. In the event that the increase in the cost of living, as determined above, exceeds eight percent (8%), an additional adjustment shall be made. The percentage increase shall be four percent (4%) plus the difference between actual CPI-U and eight percent (8%). In no event, however, shall the contracted rate be increased by more than six percent (6%) over the rate of the previous year.

3.3.4.3. There shall be no limit for the rate decreases due to the CPI-U for all items in the Anchorage metropolitan area, except that at no time during the Contract term shall the daily per bus rate be less than the quoted daily per bus rate in effect during the first year of the Contract.

3.4. Daily Bus Rate Provisions

The following compensation provisions apply only to those services (regular education and special education routes) compensated on a daily bus rate.

3.4.1. Single Daily Rate

Payment shall be made to the Contractor for services on a single daily bus rate as established and detailed in Section II, Service Areas: Special Terms and Conditions. All vehicles in the service area shall be paid at the same daily rate regardless of the number segments and runs or the number of attendance centers or programs that a single bus may serve per day. The same single daily bus rate shall be paid for all buses of each category of service; that is, those buses which are specified in the original proposal and the Contract and those added during the life of the Contract. All routes and associated mileage are subject to revision or elimination at any time. Compensation shall be paid for only those vehicles the District has authorized in writing for service. Compensation shall not be paid for standby or spare vehicles. The definition of a day is a twenty-four (24) hour period of time beginning at 12:01 a.m. and ending at 11:59 p.m. that same calendar day.

3.4.2. Discontinued Routes

If a reduction in service is necessary or justified, the District shall discontinue the unnecessary route(s). Payment shall be made only for those days the bus was transporting students. No additional payment shall be made to the Contractor for the eliminated route(s) during that school year.

3.4.3. Impassable Roads

Payment to the Contractor shall be made at the rate of forty percent (40%) of the daily rate for those days and routes when schools are open and certain routes are not run due to impassable roads. If road conditions prohibit the performance of only a portion of the transportation services generally performed on any route, the Contractor shall receive the full daily payment for that route.

3.4.4. Delayed Notification School Closure

In the event the Contractor is not notified of school closures or delay of school starting time prior to the scheduled or rescheduled (due to a delayed starting time) first stop, the Contractor shall be reimbursed at the rate of twenty-five percent (25%) of the daily bus rate for that Service Area for those buses that have begun routes prior to notification of the closure, provided the Contractor has compiled with road condition reporting.

3.4.5. Early Dismissal or Evacuation

The Contractor shall not be paid additional compensation when a temporary schedule change for any early dismissal or evacuation requires additional buses, mileage, or time.

3.5. Monitor Wage Provisions

3.5.1. The Contractor shall hire regular education bus monitors as required by the District. Bus monitors shall be, for all purposes, the employees of the Contractor and not the District.

3.5.2. The Contractor shall be responsible for all training and shall bear all employee fringe benefit costs and training costs.

3.5.3. The District shall reimburse the Contractor for the wages of regular education bus monitors at the actual hourly rate paid to the monitors.

3.5.4. The District shall reimburse the Contractor the cost of employer taxes paid on bus monitors' wages. The payment of employee taxes is the responsibility of the Contractor.

- 3.5.5. The bus monitor shall be considered on duty beginning ten minutes prior to leaving the bus terminal on the assigned bus run and ending ten minutes after returning to the bus terminal after completion of the assigned bus run. The bus monitor shall be considered on duty when attending required in-service training and required safety meetings.
- 3.5.6. The District has the right to review monitor payroll records and to request detailed reports on monitors' daily bus assignments and work hours. The Contractor shall be responsible for notifying the District when monitor hours run into overtime and for scheduling additional personnel to work as relief monitors to alleviate such overtime hours.
- 3.6. Charter Service Provisions
 - 3.6.1. Charters are those trips taken by students for classroom-related events or extracurricular activities that do not fall under the home-to-school transportation categories compensated on a daily bus rate as described in this Contract.
 - 3.6.2. The Contractor shall be required to make equipment and drivers available to run charter trips for the District. Route drivers are not to be pulled from their routes to run charters during home-to-school times. However, the District may, at its discretion, require the Contractor to use standby buses for charters during home-to-school time.
 - 3.6.3. The District reserves the right to order charter services from vendors other than the Contractor.
 - 3.6.4. Equipment, drivers, and all other applicable requirements for service under this Contract apply to charter service as well.
 - 3.6.5. Charter service shall be ordered and billed in a format prescribed by the District.
 - 3.6.6. Payment shall be made to the Contractor for charter services as established and detailed in Section II, Service Areas: Special Terms and Conditions.

4. Routing - General Provisions and Management

- 4.1. Computerized Routing
 - 4.1.1. Bus routing, both regular education and special education, for all service areas shall be accomplished through the use of computerized routing program(s). The District shall determine the program(s) and version(s) to be used. The District is currently using Edulog Attendance Boundary Display software, Version No. 10 with Edulog Web Query and Edulog Boundary Planning/Redistricting modules.
 - 4.1.2. Routing shall be done by either the District or the Contractor. The determination of routing responsibilities shall be made solely by the District. The District has the right to assume routing responsibilities at any time during the duration of the Contract. Should the District assume routing responsibilities, the Contractor immediately shall make available all data and permissions needed to continue routing functions.
 - 4.1.3. Should the Contractor be responsible for routing and choose to use its own local server or the server of a company division or outside agency, the District shall have both read and write privileges to the program. The District reserves the right to use the program modules and utilities of its own choosing. The District reserves the right to approve or disapprove the use of the Contractor's or delegated agency's in-house programs, utilities, or solutions.

- 4.1.4. The Contractor shall safeguard all District data. It is agreed and understood that any data and any routing information generated or housed on the Contractor's local server or out-of-district server belongs solely to the District and shall not be used for any purpose other than District routing.
- 4.1.5. District requests for information housed on the Contractor's local server or out-of-district server shall be honored immediately. The Contractor shall make available the name and contact number of the person responsible for District data and reports on the out-of-district server.
- 4.1.6. The Contractor shall be responsible for all costs associated with providing computer equipment, printers, servers and routers, data lines, and networking used for computerized bus routing. The Contractor shall be responsible for program and software licenses when routing is done by the Contractor.

4.2. Creation and Approval of Routes

- 4.2.1. All transportation routes shall be established and approved by the District. All routes are subject to modification, extension, and deletion by the District at any time during the life of the Contract. Once routes are established, they shall not be altered or eliminated without the approval of the District.
- 4.2.2. The Contractor may be given approval to operate the routing program. With District oversight and approval, the Contractor shall determine the location of bus stops and design of bus runs and routes. The Contractor shall modify routes and runs when necessary due to changes in student population, changes in programs or program locations or location of attendance centers. All changes shall be approved by the District.

4.3. Timing of Routes

Students shall be transported in strict accordance with times set by the District. Students are to be delivered to school between ten (10) and twenty (20) minutes prior to school start times with fifteen (15) minutes being optimum. Buses must be in position at school five (5) minutes prior to school dismissal time to provide end-of-school-day transportation. The District, at its discretion, may schedule routes outside of the usual arrival and departure windows.

4.4. Failure to Complete Route

- 4.4.1. If a bus fails to complete any portion of its route or if there is an accident or incident of any kind, the Contractor shall notify the Transportation Coordinator or designee immediately by telephone, **and in the case of an accident or incident, with will** follow-up **with** written notification within twenty-four (24) hours.
- 4.4.2. If a bus cannot complete a bus run, a spare bus, **or a bus that is clear from another route that is in close vicinity**, shall be dispatched. Individual bus runs are not to be coupled (double run) without ~~the~~ approval of the District. **The use of a bus that has cleared its regular route and is in the vicinity to cover shall not be considered a coupled (double run).** A liquidated damage may be assessed for runs that are double run.

4.5. Designation of Eligible Riders

4.5.1. Transport Zones

Students living less than one and one-half (1 1/2) miles from school shall not be carried on any regularly scheduled route without the approval of the District. All District-

designated hazardous transportation routes and students eligible to ride under the District's hazardous provisions shall be approved and authorized in accordance with the guidelines provided by the District.

4.5.2. Transportation of Private School Students

4.5.2.1. If so directed by the District, the Contractor shall transport regular education private school students on existing, scheduled routes as required by AS 14.09.020.

4.5.2.2. The Contractor shall transport special education students attending private school, Head Start, and special infant and early childhood training programs on special education routes if the students receive services from the District and transport is approved through the District's IEP process.

4.5.3. Transportation of Nonstudents

Except in emergencies or special circumstances, persons other than students shall not be transported on regular education or special education school transportation routes. Transportation of nonstudents shall be approved by the District.

4.5.4. Deadhead Mileage Transport

Students shall be transported, picked up, and discharged from the bus only during live bus run mileage. Students shall not be transported while the bus is on deadhead mileage except in an emergency or with the prior approval of the District.

4.5.5. Assignment to Special Education Bus

The Contractor shall not transport any student on a special education bus without first having received written authorization from the District. Verbal authorization may be given by the District in an emergency. Verbal authorization shall be confirmed by written authorization from the District.

4.5.6. Utilization and Routing of Special Education Buses

Shuttles with other special education routes may be required to accomplish transport in the quickest, most cost-effective manner. If special education buses can be utilized in regular routes, and/or kindergarten, or gifted or other programs, such buses shall be required to do so if the District directs. Special education routes shall be required to run midday segments if the District directs.

4.6. Record Keeping – Daily Bus Report (DBR)

A daily bus report shall be prepared and completed on each route each day and a copy submitted to the District within two (2) work days.

The Contractor shall keep on file all DBRs for a period of five (5) years.

4.7. Notification of Route Changes

The Contractor shall notify students of changes in route times and stop locations in a manner approved by the District. The Contractor shall notify students of changes in route times and stop locations not less than five (5) school days in advance of the effective date of those changes. The Contractor shall be responsible for the copying of updated route sheets to be distributed to students

and parents/guardians. The Contractor shall bear all costs related to copying of route sheets and other methods of change notice.

4.8. Alteration of Routes

School bus stops shall be established and approved by the District transportation office. The Contractor shall not alter District-established and District-approved stops without prior approval of the District. Drivers who alter stops or routes without District approval shall be subject to disciplinary action by the Contractor.

4.9. Dry Runs

The Contractor shall conduct dry runs of all routes prior to transporting students at the start of the regular school year, at the start of summer school/extended school year programs, and prior to beginning a new run, segment, or route. The actual buses and drivers assigned to the new configuration shall perform the dry runs. The dry runs shall be performed at no cost to the District.

Drivers and attendants of special education routes shall be required to deliver routing information to parents during the course of their dry run.

4.10. Road Condition Reporting

Contractor personnel shall be responsible for checking road conditions when weather reports or conditions indicate potential disruption of service. Emergency or weather conditions resulting from volcanic eruption, earthquake, flood, snow, ice, extremely cold temperature, or other natural causes sufficient to interrupt the flow of students or cause hazardous driving conditions shall be reported via telephone to the District by the Contractor no later than 5:15 a.m.

4.11. Required Public Notification

4.11.1. The Contractor shall provide public notification when any regular route, run, or segment is running late or is canceled. The Contractor shall call local radio stations, the District transportation office, and impacted schools when a regular route runs more than ten (10) minutes late or when buses cannot reach students' homes due to road conditions.

4.11.2. The Contractor shall call the District transportation office, impacted schools, and parents individually when a special education route runs more than ten (10) minutes late.

4.11.3. When temperatures are (0) degrees Fahrenheit (0° F) or colder, public notification shall be given when a regular education route is more than five (5) minutes late.

4.11.4. The Contractor shall notify schools and the District when buses are expected to arrive after bell time in the afternoon.

4.12. Student Discharge

4.12.1. A student in Grade K or Grade 1 who rides a regular education bus shall not be discharged at his/her designated location unless a parent, older responsible sibling, or other responsible person acting for the parent is at the designated location, or unless the parent has authorized in writing release of the student unattended. The Contractor shall be responsible for maintaining a file containing these written releases and sending a copy of each release to the District within one day of receipt by the Contractor.

4.12.2. A special education student who rides a special education bus shall not be discharged at his/her designated location unless a parent, older responsible sibling, or other responsible person acting for the parent is at the designated location, or unless the parent has

authorized in writing release of the student unattended. The Contractor shall be responsible for maintaining a file containing these written releases and sending a copy of each release to the District within one day of receipt by the Contractor.

- 4.12.3. When a student cannot be released at the designated location, the Contractor shall notify the District immediately. The Contractor shall supervise the student and attempt to contact the student's parent or authorized contact. The District shall assist the Contractor in locating a parent or responsible person. No additional compensation shall be paid for excess time or mileage necessary to transport a student to an emergency drop location in the event no responsible person is available at the usually drop location.

5. Operations – General Provisions and Management

5.1. Operations Staff

The Contractor shall be required to provide an adequate level of supervisory staff to properly manage the Contract. The organizational structure submitted by the Contractor as part of the Responsiveness Questionnaire shall represent the minimum level of operations staffing required of the Contractor. The Contractor shall not diminish the level of staffing available for the service required by this Contract without the prior written permission of the District.

5.1.1. Operations Staff Defined

For purposes of this Contract, "operations staff" is defined as those individuals directly involved in the hiring, training, and supervision of Contract personnel and the monitoring and control of daily bus operations. Operations staff includes but is not limited to Contract employees in the positions of ~~area/regional manager or supervisor~~, Contract manager or supervisor, terminal manager or supervisor, safety supervisor, field safety officer, dispatcher, router, and shop manager or supervisor.

5.1.2. Operations Staff Limitation of Duties

The extent and regional coverage of the District's transportation needs requires that certain personnel be available to assure a safe and successful operation every day of the Contract. Individuals assigned to operations positions shall not be assigned duties which shall reduce the amount of time they have available to meet Contract requirements and obligations. Operations staff shall not work as a driver, an attendant/monitor, or a mechanic or be assigned additional duties including but not limited to those done by a bookkeeper, time keeper, accounts payable clerk, accounts receivable clerk, receptionist, yard man, or custodian.

5.1.3. Operations Staff Identification and Work Calendar

5.1.3.1. The District reserves the right to approve or disapprove Contractor staffing assignments to operations positions. The District reserves the right to approve or disapprove duties assigned to operations personnel.

5.1.3.2. A list of operations staff shall be sent to the District at least fifteen (15) calendar days prior to the start of the regular school year. The list shall include staff member name, job title and work assignment, and contact numbers (work, home, cell). An updated list shall be sent to the Transportation Coordinator as soon as an operations position becomes vacant or as soon as an operations position is filled.

5.1.3.3. All management staff, except for dispatchers and safety officers, shall be on duty thirty (30) calendar days before the first day of the regular school year and through the last day of the regular school year, including makeup days.

5.1.3.4. Dispatchers and safety officers shall be on duty fifteen (15) calendar days before the first day of the regular school year and through the last day of the regular school year, including makeup days.

~~5.1.3.5. Operations staff listed in paragraph 5.1.1. shall not be granted leave on days when school is in session except in the event of an emergency. The District shall be notified in writing within twenty-four (24) hours when operations staff members are absent and an explanation of why the staff members are absent shall be presented by the Contractor to the District.~~

5.1.4. Operations Staff Qualifications

5.1.4.1. Job descriptions for each position shall be on file with the District. Each job description shall be reviewed by the District. The Contractor may be asked to change written job descriptions to meet District expectations.

5.1.4.2. All operations staff listed in paragraph 5.1.1. shall be provided a copy of this Contract and shall become familiar with its content.

5.2. Service Area Staffing Requirements

A minimum of the following personnel shall be maintained during the life the Contract.

5.2.1. Service Area I (Central Peninsula)

5.2.1.1. One Contract manager. The Contract manager shall be on site all days that school is in session, including makeup days.

5.2.1.2. One safety supervisor. This person shall oversee all aspects of driver training and safety related issues. The safety supervisor shall be on site all days that school is in session, including makeup days.

5.2.1.3. One field safety officer for every twenty (20) routes or fraction thereof. Safety officers shall be on site all days that school is in session, including makeup days.

5.2.1.4. Three (3) full-time dispatchers with one (1) dispatcher dedicated to special education routing and one dispatcher dedicated to regular education routing. The special education dispatcher and the regular education dispatcher shall be on duty during peak hours of 5:30 a.m. to 9:30 a.m. and 1:00 p.m. to 5:00 p.m. A dispatcher shall not work as a driver, attendant/monitor, or mechanic supervisor or mechanic technician, or be assigned additional duties including but not limited to those done by a Contract or terminal manager, safety supervisor or field safety officer, router, bookkeeper, time keeper, accounts payable clerk, accounts receivable clerk, receptionist, yard man, or custodian. Dispatchers shall not rotate or change work schedules without the permission of the District. The dispatchers shall be on site all days that school is in session, including makeup days.

5.2.1.5. One router. This position shall be staffed as long as the Contractor handles routing duties. The router shall be on site all days that school is in session, including makeup days.

5.2.1.6. One vehicle maintenance supervisor with ASE mechanic certification. The vehicle maintenance supervisor shall be on site all days that school is in session, including makeup days.

5.2.2. Service Area II (Homer)

5.2.2.1. One terminal manger or his/her designee. Either the terminal manager or the Field Safety Officer shall be on site all days that school is in session, including makeup days.

5.2.2.2. One field safety officer for every 20 routes or fraction thereof. The safety officer shall be on site all days that school is in session, including makeup days.

5.2.2.3. One full-time dispatcher. The daily schedule for the Dispatcher and Terminal Manager shall insure that either one of them is on duty between 5:30 a.m. and 5:30 p.m. to answer the radio and telephones. The dispatcher shall be on site all days that school is in session, including makeup days.

5.2.2.4. One full-time ASE certified mechanic on duty during peak hours of 5:00 a.m. to 9:00 a.m. and 1:00 p.m. to 5:00 p.m. The mechanic shall be on site all days that school is in session, including makeup days.

5.2.3. Service Area III (Seward and Moose Pass)

5.2.3.1. One terminal manager whose duties shall include dispatch and driver development supervision. Either the terminal manager or the field safety officer/mechanic technician shall be on site all days that school is in session, including makeup days.

5.2.3.2. One field safety officer/mechanic technician. This person shall be on duty during the peak hours of 6:00 a.m. to 10:00 a.m. and 1:00 p.m. to 5:00 p.m. The field safety officer/mechanic technician shall be on site all days that school is in session.

5.3. Standby Drivers

The District desires standby drivers to be the more experienced and skilled of the driver pool. The Contractor shall develop and maintain a program that ensures senior drivers are attracted and hired for standby positions. These drivers shall be available morning and afternoon to substitute on temporarily open routes and to fill in for drivers who are unavailable for work at any or all Contractor terminal locations. These drivers shall possess a minimum of (1) year's experience driving buses.

The Contractor shall provide the following number of standby drivers for each of the District's service areas:

Service Area I	3 standby drivers
Service Area II	1 standby driver
Service Area III	1 standby driver

5.4. Substitute Drivers

The Contractor shall provide substitute drivers to fill in for drivers in the event that more drivers are absent than can be covered by standby drivers.

The Contractor shall provide the following number of substitute drivers for each of the District's service areas:

Service Area I 3 substitute drivers
Service Area II 1 substitute driver
Service Area III 0 substitute drivers

6. Equipment Specifications

6.1. Bus Specifications

6.1.1. Minimum Standards for School Buses

6.1.1.1. All school buses used under this Contract, including all standby and spare buses, shall meet all federal standards as well as minimum Alaska standards for school buses on or at the date of manufacture of the buses.

6.1.1.2. The *Minimum Standards for Alaska School Buses, 2011 Revised Edition*, is applicable to school buses manufactured on or after January 1, 2012. Final Department approval of the revised edition of the Alaska standards is expected to occur February 2012.

6.1.1.3. Buses manufactured on or after January 1, 2011, shall be equipped and operated under the prevailing provisions of the *2010 National School Transportation Specifications and Procedures*; current *Federal Motor Vehicle Safety Standards* (FMVSS); and current *National Highway Traffic Safety Standards* (NHTSA) applicable to school buses. In all cases where a conflict occurs, the more stringent provision shall apply.

6.1.2. Number of Buses

The number of buses required for the first year of this Contract is the District's estimate. The actual number required may vary in the first year and subsequent years of this Contract.

6.1.3. Age of Buses

6.1.3.1. Maximum Age Individual Buses

6.1.3.1.1. No Type A bus, including standby and spare buses, shall be more than ten (10) years old during any year of the Contract. The average age of all Type A buses in the fleet shall not exceed five (5) years old during any year of the Contract, unless authorized by the District.

6.1.3.1.2. No Type B, C, or D bus, including standby and spare buses, shall be more than twelve (12) years old during any year of the Contract. The average age of all B, C, or D buses in the fleet shall not exceed ten (10) years old during any year of the Contract, unless authorized by the District.

6.1.3.2. Fleet Age Calculation

The average age of buses shall be computed at the beginning of each regular school year based on the age of the buses the previous month of May at the

end of the school year. The age of the bus shall be determined by manufacture date. (A bus manufactured in April of 2008 shall be three (3) years old for the 2010–2011 school year. A bus manufactured in October 2008 shall be two (2) years old for the 2010–2011 school year.)

6.1.4. Nonsubstitution of Bus Fleet

The Contractor shall provide the bus fleet offered in the Contractor’s successful proposal. The Contractor shall not substitute all or part of the proposed fleet in any manner without the prior written consent of the District. Failure to provide the proposed bus fleet shall be considered a Material Default.

6.1.5. Bus Replacement

6.1.5.1. Fleet Replacement Schedule

The Contractor shall comply with the fleet replacement schedule submitted as part of the successful proposal. The Contractor may accelerate the replacement of older buses with new buses at a rate faster than that proposed in this Contract.

6.1.5.2. Any nonspecial education bus replaced or added during the term of the Contract shall be of type and size determined and approved by the District.

6.1.5.3. All special education buses shall be lift equipped. Any special education bus replaced or added during the term of the Contract shall be lift equipped and shall be of type and size determined and approved by the District.

6.1.5.4. Specifications and floor plans for all new buses shall be approved by the District before the Contractor submits orders.

6.1.6. Bus Capacity

6.1.6.1. The student passenger capacity of all buses shall be the manufacturer’s rated capacity: thirteen-inch (13”) seat spacing for elementary school students (Grades K–6) and two-thirds (2/3) of the rated capacity for middle, junior, and senior high school students (Grades 6–12).

6.1.6.2. All passengers must be seated. Passengers shall not be permitted to stand when a school bus is in motion except in cases of extreme emergency. On regular education buses, students in Grades K–6 shall be seated three (3) per seat using the manufacturer’s rated capacity of the vehicle and the thirteen-inch (13”) seat-space rule. Students in Grades 7–12 shall be seated two (2) per seat, using two-thirds (2/3) of the manufacturer’s rated capacity.

6.1.6.3. Buses transporting elementary students (Grades K–6) shall not be loaded above manufacturer’s rated capacity. Buses transporting middle and junior high school or high school students (Grades 6–12) shall not be loaded more than ten percent (10%) above manufacturer’s rated capacity, and passengers shall not be permitted to stand when the bus is underway.

6.1.6.4. In the case of special education students, the rating capacity of each bus shall be further limited in light of the needs and handicaps of the students being transported.

6.1.7. Standby Buses

- 6.1.7.1. For Service Areas I and III, the Contractor shall be required to have one (1) standby bus operational, inspected, and available for service for every ten (10) regular education buses or fractional part thereof, each of which shall meet all the requirements of the Contract.
- 6.1.7.2. For Service Area II, the Contractor shall be required to have one (1) standby bus operational, inspected, and available for service for every eight (8) regular regular education buses or fractional part thereof, each of which shall meet all the requirements of the Contract.
- 6.1.7.3. For Service Area I, II, and III, the Contractor shall be required to have one (1) standby bus operational, inspected, and available for service for every five (5) special education buses or fractional part thereof, each of which shall meet all the requirements of the Contract.
- 6.1.7.4. The District defines “available” as stationed in the appropriate service area lot and ready for operation (For example, a contractor is running seventy-five (75) regular routes and twenty-five (25) special education routes. The contractor shall have available eight (8) regular route buses and three (3) special education buses sitting on the lot and ready to transport while the one hundred (100) operational buses are picking up children or taking them home.) All special education standby and spare buses shall be lift equipped.
- 6.1.7.5. Standby buses that are out of service for five (5) calendar days shall not meet the conditions outlined in above paragraph 6.1.7.2., and the Contractor shall be required to supply operational replacement buses within two (2) calendar days. Failure to do so shall be considered a material default.
- 6.1.7.6. The Contractor may use standby and spare buses to perform charters during home-to-school run time at the direction of the District. However, home-to-school routes have priority. Route drivers are not to be pulled from route to drive charters which are run during home-to-school times.
- 6.1.8. Tires
 - 6.1.8.1. All buses, including standby and spare buses, shall be equipped, at minimum, with micro-siped tires on all wheels. The Contractor, at its discretion, has the option to use studded tires on buses serving some or all routes. The District shall not be responsible for the cost of the studded tires.
 - 6.1.8.2. The District may require studded tires on buses serving some routes. The District shall not be responsible for the cost of the studded tires.
- 6.1.9. Chains and Chocks
 - 6.1.9.1. All buses, including standby and spare buses, shall be equipped with automatic rear drop chains (On-Spot or comparable).
 - 6.1.9.2. All buses, including standby and spare buses, shall be provided with manual tire chains for use on rear wheels. In addition, all buses shall be equipped with two (2) metal tire chocks.
 - 6.1.9.3. When weather conditions warrant, the Contractor shall issue a steering chain to each bus running on identified hazardous roads.

6.1.9.4. The Contractor shall train all drivers in the proper use of automatic chains and the proper use and mounting of manual tire chains. The Contractor shall train all drivers in the proper use and mounting of a steering chain.

6.1.9.5. All buses shall be equipped with a chain storage compartment accessible from the outside of the bus. Tire chains shall be stored in the compartment when not in use.

6.1.10. No-Slip Differentials

All buses shall be equipped with no-slip differentials.

6.1.11. Engine Heaters

6.1.11.1. All buses shall be equipped with hot water circulating tank engine heaters, freeze plug engine heaters, diesel-fired auxiliary heaters, or other means approved by the District for assuring that all buses, including standby and spare buses, have a minimum inside temperature of forty-five degrees (45°) at shoulder height when students are transported.

6.1.11.2. Operating electrical outlets and extension cords shall be provided for each bus in the fleet, including standby, spare, and parkout buses.

6.1.12. Bus Lights

6.1.12.1. Strobe Lights

Each bus shall be equipped with all required strobe lights, in accordance with the *Minimum Standards for Alaska School Buses, 2011 Revised Edition*. The mounting shall ensure that visibility above all other equipment mounted on top of the bus.

6.1.12.2. Outside Loading Lights

All buses shall be equipped with outside loading lights, one on each side, mounted above the side windows. The loading lights shall flood the area surrounding the entry door for twenty (20) to thirty (30) feet, with a radius of approximately 120 degrees. The outside loading lights shall be connected to the red warning light circuit system.

6.1.13. Bus Numbers, Run Placards, and Logo Cards

6.1.13.1. Bus numbers shall be painted on the front, rear, and both sides of each bus.

6.1.13.2. Bus run/route placards designating the run/route number shall be displayed on all route buses. The Contractor shall provide and display the placards on the inside of the bus on the front, rear, and both sides of the bus. The applicable identifying bus run/route placard shall be displayed when students are being transported and when the buses are traveling to or from the run/route. The placards shall be approved by the District for size and format. When substitute buses are assigned to a run/route, such buses shall display the appropriate number.

6.1.13.3. Logo cards shall be used on elementary runs to help primary students identify their bus. These cards shall be displayed on the right front window in addition to bus run/route placards.

6.1.14. Bus Seating Seatback Heights

All buses shall be equipped with bus seats which have a seat back height that equals or exceeds 508 mm from the Seating Reference Point outlined in FMVSS 222.

6.1.15. Public Address System

Each bus shall be equipped with an internal/external PA (public address) system that is readily available to the driver. The system shall include at least one (1) speaker outside the bus and at least one (1) internal speaker approximately two-thirds (2/3) of the way to the back of the bus. The Contractor shall ensure each driver is trained in appropriate use of the PA system.

6.1.16. Video Monitoring System

All buses, including special education, standby, and spare buses, shall be equipped with an operating digital video recording system to record both sound and image. The system shall be capable of operating at extremely low light levels in order to record images during periods of darkness. Monitoring systems shall be capable of recording whenever the bus is in service. Depending on the size of the bus, the system shall have front and rear cameras that can be adjusted to monitor the driver and all students. The system shall have the ability to record and store a minimum of 30 (thirty) days of data on a single hard drive. Camera specifications shall be approved by the District before the equipment is ordered.

6.1.17. Zonar

6.1.17.1. All buses, including standby buses, shall be equipped with the Zonar Electronic Vehicle Inspection Report (EVIR) wireless system and shall be configured with a minimum of eleven RFID zones.

6.1.17.2. The system shall be capable of collecting mileage information. The system shall be capable of conducting a full pretrip inspection, an abbreviated pretrip inspection, a security inspection, a posttrip/student check inspection, and a postcharter inspection. The system shall be capable of collecting data from buses parked at terminals and buses stationed at parkout locations.

6.1.17.3. The Contractor shall provide instruction to District staff on the use of the Zonar System. The Contractor shall provide District staff login and passwords to access all Zonar functions.

6.1.18. GPS (Global Positioning System)

6.1.18.1. All buses, including standby and spare buses, shall be equipped with global positioning system (GPS) tracking equipment. The system shall provide live feed to the Contractor's dispatch offices and the District's transportation office. All terminal locations shall have access to GPS.

6.1.18.2. At minimum, the GPS system shall generate printed reports including mileage, speed, stop locations, stop times, and door opening events.

6.1.18.3. The GPS system shall be fully integrated with the District's routing and scheduling software so that real-time (without the need for downloads or overlays) comparative analysis between planned and actual bus events can be

conducted, route deviations examined, and GPS reports generated from information contained in the routing system databases.

6.1.18.4. The Contractor shall provide instruction to District personnel on the use of the GPS system. The Contractor shall provide District staff login and passwords to access GPS information and reports.

6.1.19. Student Ridership Tracking (Special Education Buses)

6.1.19.1. All special education buses, including standby buses, shall be equipped with the Zonar ZPass Student Ridership Tracking wireless system and shall be configured to identify and record each student's entry and exit from the bus, including student identification, time, and location. RFID cards shall be provided by the Contractor.

6.1.19.2. The system shall be fully integrated with the District's existing routing and scheduling software so that real-time (without the need for downloads or overlays) comparative analysis between planned and actual student events can be conducted. Such analysis shall include reports of student activities including students assigned for pick-up who did not board the bus, students assigned for drop-off who did not exit the bus, actual ride times vs. planned ride times for each student, and actual versus planned arrival/departure times at schools or other locations. The system shall also record and report on the actual activities of any student during the selected time period. The system must track when and where the student entered and exited a bus, the actual bus number, and the comparison between actual and planned times.

6.1.19.3. The Contractor shall provide instruction to District staff on the use of the ZPass Student Ridership Tracking System. The Contractor shall provide District staff login and passwords to access all ZPass functions.

6.1.20. Child Check System

Each bus shall have a system such as the Child Check Mate System to ensure that the driver walks to the rear of the bus each time the bus is parked to ensure that no students are left on the bus.

6.1.21. Crossing Gates

A crossing gate shall be installed on the front bumper to ensure students do not cross directly in front of bus.

6.1.22. Windows

All buses shall be equipped with insulated glass in the passenger door, driver's side windows, and in the first two (2) windows in back of the driver on both sides of the bus.

6.1.23. Body Fluids Cleanup Kit

The Contractor shall provide a body fluids cleanup kit and information packet on each bus transporting students. The Contractor shall train drivers and attendants/monitors how to use the kit. The body fluids kit may be a commercially marketed kit or a kit developed by the Contractor. In either case, the kit shall meet OSHA guidelines.

6.1.24. Belt Cutter

All buses shall be equipped with a belt cutter.

6.1.25. Safety Restraints

The Contractor shall provide car seats, safety vests/restraints (some with back zipper) of various sizes, wheelchair tie downs, and other tie down devices for specialized equipment such as oxygen bottles for students identified by the District. Because some students do not ride the same bus to and from school, additional attachment straps for safety vests/restraints are required. The Contractor shall assure that all students are transported in the proper, assigned restraint device.

6.1.26. Other Bus Requirements

Bus interiors shall be swept on a daily basis and kept in a safe and sanitary condition. The exterior of buses shall be kept clean. The Contractor shall provide for washing the exterior of buses on a regular basis. Buses shall be open to examination and subject to approval of the District at all times.

6.1.27. Changes to Equipment Requirements

The District reserves the right to change bus equipment requirements during the term of this Contract. The Contractor shall be reimbursed for the actual cost of any specification changes made by the District above those required by the state of Alaska that cause an increase in equipment costs to the Contractor. The Contractor shall provide adequate documentation of increased costs from its equipment supplier to qualify for such reimbursement. The Contractor shall not be entitled to reimbursement for increased equipment costs imposed by changes in state or federal law.

6.1.28. Out-of-Service Buses

A bus with a defect that would put the bus in out-of-service condition pursuant to the Department's inspection criteria shall not be used to transport students. The defect does not need to be identified by Department inspectors. Buses with defects identified by First Student personnel, such as drivers and mechanics, or District personnel must be removed immediately from service until repairs are completed. A list of buses with such defects shall be sent to the District within eight (8) hours.

6.1.29. Vehicle Maintenance

The maintenance of school transportation vehicles is deemed to be a critical safety issue and a strong determinant of a quality and responsive student transportation system. Therefore, the District expects the Contractor to maintain a Department Inspection passing rate of at least ninety percent (90%) in each biannual inspection. For the Department inspections of the Contractor's fleet, the Contractor shall submit to the District a copy of its Alaska Mechanical Inspection form and the inspector's comment sheet for each bus in the fleet servicing the District no later than three (3) calendar days after receipt from the inspector. If the Department inspection rate falls below the ninety percent (90%) level, the District reserves the right to require the following actions and damages:

6.1.29.1. If the Department inspection passing rate is eighty-five percent (85%) to eighty-nine and nine-tenths percent (89.9%), the Contractor shall submit to the District a written action plan to achieve the ninety percent (90%) plus level by the next inspection reporting period. This action plan shall be reviewed with District personnel and approved by the District. The action plan shall be submitted within thirty (30) calendar days of the Contractor's receipt of the

Department report, and shall address such issues as maintenance procedures, work scheduling, staff usage, mechanic training and qualifications, and management oversight. If the inspection passing rate does not achieve the ninety percent (90%) plus level during the next reporting period, the District reserves the right to assess damages of \$100 for each vehicle (or inspection) reported as failing under the inspection criteria.

- 6.1.29.2. If the Department inspection passing rate is eighty percent (80%) to eighty-four and nine-tenths percent (84.9%), the Contractor shall submit to the District a written action plan to achieve the ninety percent (90%) plus level by the next inspection reporting period. This action plan shall be reviewed with District personnel and approved by the District. The action plan shall be submitted within thirty (30) calendar days of the Contractor's receipt of the Department report, and shall address such issues as maintenance procedures, work scheduling, staff usage, mechanic training and qualifications, and management oversight. If the inspection passing rate does not achieve the ninety percent (90%) plus level during the next reporting period, the District reserves the right to assess damages of \$250 for each vehicle (or inspection) reported as failing under the inspection criteria.

~~6.1.29.3. The Contractor shall be liable for any costs the District may incur to assist the District in any review or monitoring of the action plan by any specialist of its choosing.~~

- 6.1.29.4. If the Department inspection passing rate is seventy-nine and nine-tenths percent (79.9%) or less, the District reserves the right to assess a damage of \$1,000 for each vehicle (or inspection) reported as failing under the inspection criteria, and reserves the right to terminate the Contract upon sixty (60) calendar days' prior written notice.

~~6.1.29.5. The Contractor shall also be liable for any costs the District may incur to assist the District in any review or monitoring of the vehicle maintenance services for the remainder of the time the Contract is in force.~~

6.2. Telecommunications Equipment

6.2.1. Radios and Base Stations

- 6.2.1.1. All buses, including standbys and spares, shall be equipped with an operable two-way FM-UHF or VHF radio (not citizens' band) capable of reliably maintaining contact with the base station. The Contractor shall maintain a staffed base station capable of contacting each bus anywhere on all routes while buses are operating.
- 6.2.1.2. The Contractor shall provide information to the District on radio frequencies used. The District shall monitor radio transmissions between drivers and dispatch. The Contractor shall not change radio frequencies without first providing written notice to the District.
- 6.2.1.3. A base station shall be established and maintained in each service area's terminal. An additional base station shall be established, equipped, and maintained at Ninilchik School by the Contractor at Contractor's expense. Radio frequencies shall be compatible among all base stations.
- 6.2.1.4. Any bus route driver not able to communicate through FM-UHF or VHF radio shall be provided with a cellular phone by the Contractor. The

Contractor shall be responsible for the cost of the cellular phone and associated service. When operating a cellular phone, all drivers shall be required to pull the vehicle off the road and park in a safe location. All federal and Alaska laws regarding the use of cellular phones shall be observed by all Contractor staff at all the times.

6.2.1.5. The Contractor shall supply cell phones to terminal managers and all operations staff. The Contractor shall be responsible for the cost of the cellular phone and associated service. The Contractor shall share the cell phone numbers of operations staff with District transportation and central office personnel. Contractor operations staff or designated alternates shall be accessible via cell to the District twenty-four (24) hours per day, seven (7) days per week.

6.2.2. Terminal Telephone Lines

6.2.2.1. The Contractor shall insure that contact phone numbers appear in local telephone directories. Contractor phone systems in all terminals shall include voice message capability.

6.2.2.2. The Contractor shall maintain the same telephone numbers for public use from year to year during the life of the Contract. The Contractor shall not arbitrarily change published business telephone numbers. If a situation arises beyond the control of the Contractor which requires the change of telephone numbers, the Contractor shall give the District as much advance notice as possible and shall publicize the change in local media.

6.2.2.3. The Contractor shall have a private, unlisted telephone line available at each terminal for communication with the District transportation office exclusively. This line shall be staffed between the hours of 5:30 a.m. and 6:00 p.m., Monday through Friday.

6.3. Backup Power Supply

In the event of loss of electrical power, each terminal and repeater station shall have a backup generator and auto transfer switch capable of reliably maintaining all office and shop computer operations and direct radio contact with all buses for an extended period of time. The Contractor shall provide annual, written notice prior to the start of school detailing the backup system and verifying its readiness. The Contractor shall test the system once a month and shall provide the District opportunity to observe the tests and verify results via an on-site, written test log.

6.4. Office Equipment and Computer Hardware

6.4.1. At each bus terminal, the Contractor shall utilize networked computer equipment with full-time, dedicated connection to the Internet. (Dial-up is not acceptable.) All computers and computer networks shall be adequately secured to protect District and Contractor information and the integrity of the systems through the installation of firewalls and the latest versions of antivirus software or services.

6.4.2. At each terminal, the Contractor shall be responsible for providing operational computers, networking equipment, servers, and routing software and licenses necessary to interface with the District computers used for bus routing.

6.4.3. At each bus terminal, the Contractor shall have the capability of sending and receiving electronic mail with attachments. The Contractor shall install and update on all computers the latest version of Microsoft Office compatible with software utilized by the District.

Each of the following staff is required to have a computer on his/her work desk: Contract manager, terminal managers, dispatchers, routers, safety supervisors, safety officers, and shop managers. All staff with computers shall be able to print from their work stations. All staff shall have access to operational color printers.

- 6.4.4. At each bus terminal, the Contractor shall have a telephone line dedicated for facsimile transmissions. Each bus terminal shall have on premises an operational copy machine, scanner, and computer printers. At least one of the computer printers in the operations work area shall have color capability. All pieces of equipment shall be in operating order and supporting supplies shall be on hand and available for use.

7. Reporting

7.1. Responsibility for Submission of Reports and Documents

- 7.1.1. The responsibility to submit timely and accurate reports rests solely with the Contractor.

~~7.1.2. The first failure in a Contract year to submit timely and accurate reports shall be a default. Subsequent failures in the same Contract year shall be material defaults.~~

~~7.1.3. In addition to the other remedies available to the District, payment of invoices may be withheld until such time as complete and accurate reports are submitted to the District.~~

~~7.1.4. If the Contractor is unable to complete or correct required reports and the District deems it necessary to do or redo the Contractor's work, the Contractor shall be billed for services rendered by the District at the District employee's per diem rate.~~

- 7.1.5. The Contractor shall conform to the reporting time requirements and deadlines specified by the District or the Department. All monthly reports are due by the fifth (5th) calendar day of the month unless otherwise specified. All weekly reports are due by Tuesday of the following week unless otherwise specified.

- 7.1.6. The Contractor shall submit reports and documents to the District on forms approved by the District. The Contractor shall submit reports and documents to the Department on forms approved by the Department.

- 7.1.7. The Contractor shall be responsible for all labor and material costs associated with form design, printing, and distribution, including but not limited to daily bus reports (DBRs), bus interaction forms, bus passes, route schedules, accident reports, late bus reports, and bus breakdown reports.

- 7.1.8. The District and the Kenai Peninsula Borough Risk Management office have the right to audit and inspect the Contractor's safety plans, maintenance, training, and personnel records and reports at any time.

7.2. Business Documents and Documents

7.2.1. Business License

Due Date: Beginning of Contract
Annually, No Later Than January 31

At the beginning of the Contract prior to transporting students and no later than January 31 of each year, the Contractor shall submit to the District a copy of its Alaska Business License and any other applicable city or borough licenses.

7.2.2. Certificate of Insurance

Due Date: Prior to First Day of Contract Effective Date
Annually, No Later Than July 1

At the beginning of the Contract prior to transporting students and no later than July 1 of each year, the Contractor shall submit to the District a certificate(s) of insurance from an insurance company authorized to do business in the state of Alaska which covers all vehicles to be operated under the Contract with the District. The insurance coverage shall satisfy the minimum insurance requirements of the District as specified in the Contract and any additional requirements of the state of Alaska.

7.2.3. Performance Bond

Due Date: Within Thirty (30) Calendar Days of School Board Approval of Contract
Annually, No Later Than July 1

Within thirty (30) calendar days of District School Board approval of the Contract, the Contractor shall submit to the District a performance bond in an amount equal to fifty percent (50%) of the District's fiscal year total compensation to be paid to the Contractor. The performance bond shall be renewed annually by the Contractor no later than July 1 unless the District waives in writing all or part of the requirement.

7.3. Equipment Reports and Documents

7.3.1. Department School Bus Inspection Report

Due Date: Semiannually, Within Three (3) Calendar Days Following Receipt From the Inspector

The Contractor shall arrange for inspections by the Department School Bus Inspection Contractor of all transportation buses with reinspection, should that be necessary, performed by the Department School Bus Inspection Contractor or a designee of the Department. The reports of those inspections shall certify that all buses have passed semiannual inspections by the appropriate regulatory agencies as determined by the Department. Inspection dates are to be determined by the Department School Bus Inspection Contractor with adequate notification given to the Contractor. The Contractor shall submit a copy of the inspection form and the inspector's comment sheet for each bus in the fleet servicing the District no later than three (3) calendar days following receipt of the reports from the inspector.

7.3.2. Bus Maintenance Schedule Report

Due Date: Annually, No Later Than August 1

By August 1 of each year, the Contractor shall file with the District a preventative maintenance schedule for all buses, including standby and spare buses. A maintenance file on each bus shall be maintained and be available for inspection by the District upon request. The maintenance file shall include a record of all maintenance performed on that bus. A system shall be established to ensure records are kept in chronological order with major and preventative maintenance so indicated in an obvious manner. The District shall have the right to order additional, reasonable inspections at no cost to the District. If the Contractor's preventative maintenance policy or schedule changes during the Contract, the District shall be notified in writing as soon as the policy or schedule changes.

7.3.3. Bus Certification Report

Due Date: Annually, No Later Than July 1
As Buses Are Replaced During the Year

By July 1 of each year, the Contractor shall submit to the District an annual statement certifying that all buses comply with all state, federal, and Contract requirements for school buses. The report shall be organized by use category: regular education or special education. Buses intended as standbys or spares in each category shall be so indicated. Individual buses shall be identified by vehicle identification number, make, model, plated seating capacity, manufacture date, and age as calculated per Contract. This report shall be updated and sent to the District before the Contractor begins using any bus not included in the annual certification.

In addition, beginning with the second year of the Contract, the Contractor shall certify in writing by July 1 of each year that all buses shall be on site and ready for use thirty (30) calendar days before the first day of school in each school year.

7.4. Route Reports and Documents

7.4.1. Safe Boarding, Riding, Exiting, Emergency Procedures/Evacuation Drill Report

Due Date: Triennially, One Week After Completion of Drills for Each Service Area

7.4.1.1. The Contractor shall insure that drivers conduct instruction on safe boarding, riding, exiting, and emergency procedures as required by AS 14.09.030. The Contractor shall notify the District when the drills are to occur at each school and the completion date of each series of drills. Each route, including special education routes, shall hold three (3) emergency evacuation drills each school year. The first shall be held within the first three weeks of the school year, the dates for the second and third drills shall be specified by the District. Within one (1) week after each series of drills, the Contractor shall submit a report for each service area certifying that the training session and drill was conducted as required by AS 14.09.030.

7.4.1.2. The driver and attendant of each special education bus are responsible for developing and maintaining an evacuation plan for students assigned to their bus. The plan shall be updated as students are added or deleted from the route. The evacuation plan shall be physically located on the bus whenever students are transported and available for immediate District review. A copy of each evacuation bus plan and associated updates shall be kept in the Contractor's office and a copy of each evacuation plan and associated updates shall be submitted to the District.

7.4.2. Accident and Incident Reports

7.4.2.1. Alaska Department of Public Safety Accident Report

Due Date: Per Accident, Determined by Agency

The Contractor shall report all pupil transportation vehicle accidents to the Alaska Department of Public Safety as required by law. The Contractor shall use the form supplied by the appropriate government agency.

7.4.2.2. Department Accident Report

Due Date: Monthly, Fifth (5th) Calendar Day After End of the Month

The Contractor shall report pupil transportation vehicle accidents to the Department on a monthly basis. The Contractor shall use the form supplied by the Department.

The Contractor shall send the District a copy of this completed form and associated attachments by the fifth (5th) calendar day of the following month.

7.4.2.3. District Accident and Incident Report

Due Date: Per Accident, Incident
Immediate Notification by Telephone
Written Report Within Twenty-Four (24) Hours

7.4.2.3.1. In the event of an accident or incident of any kind, the Contractor shall notify the District immediately by telephone. A follow-up notification shall be filed with the District within twenty-four (24) hours.

7.4.2.3.2. In the event of an accident or incident, the Contractor shall be responsible for notifying the attendance center administrator, the police or state troopers, and emergency services. The Contractor shall also contact parents/guardians at the District's request.

7.4.2.3.3. The Contractor's Central Peninsula manager or the Contractor's state regional manager shall be responsible for answering inquiries from the public or media concerning any accidents or incidents involving Contractor equipment or personnel. The District expects all inquiries to be answered promptly or within twenty-four (24) hours, whichever is sooner.

7.4.3. Student Rosters/Seating Charts

Due Date: Third Week of Each Semester
One (1) Week After Route Modification

The Contractor shall submit to the District student rosters/seating charts for each bus run by the third week of each semester. All student rosters and seating charts shall be updated as students are deleted or added or as routes are modified. The seating chart shall show the seating location for each student by first and last name as well as school and grade. The District reserves the right to inspect student rosters and seating charts with no advance notification to the driver or Contractor.

7.4.4. Complaint Report

Due Date: Weekly, Tuesday of the Following Week

The Contractor shall submit to the District complaint reports by Tuesday of the following week. Each report shall detail the complaint, the Contractor's comments, and the Contractor's plans to remedy the situation. Complaints of a serious nature shall be reported immediately via telephone to the District.

7.4.5. Student Discipline Report

Due Date: Per Incident
Same day to Principal
Next Day to the District

A student discipline report shall be completed by the driver or attendant/monitor on the day of the incident. One part shall be submitted to the District transportation office, one part shall be submitted to the principal, and one part shall be retained by the Contractor.

The student discipline report should be delivered to the principal on the day of the incident, preferably after the run has been completed. The Transportation Coordinator's copy shall be submitted no later than the next morning. Student misconduct of a serious nature shall be reported immediately to the Contractor's dispatch office and to the Transportation Coordinator.

7.4.6. Late Bus Report

Due Date: Per Incident
Same Day to the District

The form shall be submitted to the District on the same day that the late run occurred.

7.4.7. Bus Breakdown Report

Due Date: Per Incident
Same Day to the District

The Contractor shall report in writing all bus breakdowns on the same day that the breakdown occurred.

7.4.8. Daily Bus Reports/DBRs

Due Date: Daily
Within Two Work Days of Transport to the District

A daily bus report (DBR) shall be completed every day by each route driver. Before submission to the District, the DBRs shall be sorted by date and then by route number.

A copy of each DBR shall be submitted to the District within two (2) work days of transport.

The following information shall be contained on the DBR:

- a. Student counts for each school broken down as follows: separate counts for public, and nonpublic, and if applicable, hazardous zone students;
- b. Actual (as opposed to scheduled) arrival time at attendance centers for all runs;
- c. Time of first student pickup in the morning and time of last student discharge in the afternoon;
- d. Total miles, live miles, and deadhead miles for each run;
- e. Other information which may be required by the District.

7.4.9. Dispatch Log

Due Date: Weekly, Tuesday of the Following Week

The Contractor shall submit dispatch logs for each Service Area. The logs shall summarize driver route assignments, drivers on leave, staff driving assignments, and attendant/monitor assignments. In Area I, separate dispatch logs shall be kept for regular education routes and special education routes. For Area II and Area III, regular education and special education dispatch logs may be combined.

The Contractor shall submit the weekly report to the District by Tuesday of the following week. The Contractor shall be responsible for formatting and distributing the dispatch logs for each month and service area.

7.4.10. Transportation Student Count Report

Due Date: Monthly, By the Fifth (5th) Calendar Day After End of the Month
Regular Education and Special Education

The Contractor shall submit a monthly student transportation report for regular education routes for each service area by route. The report shall detail and then summarize attendance centers served, the number of students riding to/from each school by run, and the live and deadhead mileage.

The Contractor shall also submit a monthly student transportation report for special education routes for each service area by route. The report shall detail and then summarize attendance centers served, the number of students riding to/from each school by run, and the live and deadhead mileage.

The reports are due to the District by the fifth (5th) calendar day after the end of the month. The Contractor shall be responsible for formatting and distributing the student count reports for each month and service area.

The District may require a weekly student count report for any attendance area, which shall be due by Tuesday of the following week.

7.4.11. Zonar Mileage Report

Due Date: Monthly, By the Fifth (5th) Calendar Day After End of the Month.

The Contractor shall submit a monthly mileage report by unit number for each service area. The report shall use data generated by the Zonar system.

The report is due to the District by the fifth (5th) calendar day after the end of the month. The Contractor shall be responsible for formatting and distributing the Zonar report for each month students are transported.

7.4.12. Zonar ZPass Student Ridership Tracking Report

Due Date: Monthly, By the Fifth (5th) Calendar Day After End of the Month

The Contractor shall submit a monthly student report as the District requests for each service area. The report shall use data generated by the Zonar ZPass system. The District may allow the substitution of this report for the special education student count report.

The report is due to the District by the fifth (5th) calendar day after the end of the month.

7.4.13. No-Show Report Special Education Routes

Due Date: Weekly, By Tuesday of the Following Week

The Contractor shall submit weekly no-show report for each Service Area detailing those students who were no-shows on special education routes.

The Contractor shall submit the weekly reports to the District by Tuesday of the following week. The Contractor shall be responsible for formatting and distributing the no-show report for each month and service area.

7.4.14. Bus Out-of-Service Report (Monthly)

Due Date: Monthly, By the Fifth (5th) Calendar Day After the End of Month

The Contractor shall submit a monthly report for each service areas listing buses taken out of service during the month, the reason for each removal, and the duration of each removal.

The report is due to the District by the fifth (5th) calendar day after the end of the month. The Contractor shall be responsible for formatting the out-of-service report for each month and service area.

7.5. Personnel Reports and Documents

7.5.1. Training Manuals

Due Date: At Contract Award
Updates as They Occur

The Contractor shall submit to the District upon award of the Contract a complete set of training manuals for drivers, attendants/monitors, and operations staff. The Contractor shall submit to the District all revisions and updates to the manuals as they occur.

7.5.2. Driver Safety Recognition

Due Date: Annually, No Later Than August 1

The Contractor shall establish and maintain during the Contract period a District-approved safe driving award program. The program shall include an awards presentation during National School Bus Safety Week. The District shall approve the date and time of the awards presentation.

A description of the program shall be submitted to the District for approval no later than August 1 of each year.

7.5.3. Wage and Benefit Structure

Due Date: Annually, No Later Than August 1

The Contractor shall establish a wage and benefits structure for employees and shall submit a copy of this document to the District no later than August 1 of each year.

7.5.4. Training Plan for Management, Operations Personnel, and Bus Staff

Due Date: Annually, No Later Than August 1

The Contractor shall submit in writing to the District no later than August 1 of each year a plan for training management, operations staff, drivers, and attendants/monitors. The plan shall include details of the curriculum and audiovisual use and shall follow a detailed syllabus and time line. The training report shall also describe how training shall be provided to drivers and attendants/monitors hired during the school year.

7.5.5. Employee Certification Report

Due Date: Annually, No Later Than August 15
As Drivers Are Added During the Year

The Contractor shall submit a report to the District certifying that all employees under its supervision meet all training, background screening, and licensing requirements.

The report shall be received by the District by August 15 of each year and prior to the assumption of driver or attendant/monitor responsibilities by any new driver or attendant/monitor during the school year. The report shall certify:

- a. Driver/Attendant/Monitor Training. The Contractor shall certify that each driver and attendant/monitor has received the required employee training;
- b. Licensing. The Contractor shall certify that each driver was licensed as required by AS 28.15.046 before he/she transports students;
- c. Health Screening. The Contractor shall certify the good health of drivers, attendants/monitors, and staff as required by state and federal regulations. The Contractor shall use only one (1) District-approved medical provider for driver and attendant/monitor physicals. The full cost of the physical shall be covered by the Contractor;
- d. First Aid and CPR Training. Each driver and attendant/monitor shall successfully complete a District-approved first aid class taught by a qualified instructor and be issued a certification card. Training shall be completed within two (2) weeks after the beginning of the school year or within two (2) weeks of the date of hire. All bus staff, regular education and special education, shall be certified in adult and child CPR;
- e. Background Screening. The Contractor shall certify that each driver and attendant/monitor has passed background screening for criminal activity.

7.5.6. Returning Drivers Report

Due Date: Prior to First Day of School, Various Calendar Days
Upon Request

The Contractor shall report to the District in writing the number of drivers trained, licensed, and hired on July 1, 2013, July 15, 2013 and July 31, 2013. The Contractor shall provide weekly reports to the District during the month of August 2013. During the second and each succeeding year of the Contract, the Contractor shall contact each driver on the roster and report to the District the status of each employee on June 15, July 15, and August 1. The Contractor shall provide weekly reports to the District during the month of August, or as requested.

7.5.7. Driver and Attendant/Monitor Assignment Report

Due Date: Biweekly
Upon Request

The Contractor shall maintain a listing of all drivers and attendants/monitors and their associated route assignments.

This information shall be reported in writing to the District on a biweekly basis or upon District request.

7.5.8. Safety Meeting Attendance Report – All Drivers and Attendants/Monitors

Due Date: Prior to First Day of School
Monthly, September Through May

The Contractor shall conduct mandatory driver/attendant/monitor meetings with a minimum of at least one (1), one- (1) hour meeting per month for the months of September through May. A schedule of meetings dates and makeup meeting dates shall be submitted to the District by August 1 of each year. The Contractor shall provide the District with an agenda for each meeting. Copies of the attendance rosters for regular and makeup meetings shall be provided to the District by the last day of the month during which the meeting was held.

The District and the Kenai Peninsula Borough's Office of Risk Management have the right to attend any or all safety meetings.

7.5.9. Special Education Meeting Attendance Report – Special Education Drivers, Special Education Attendants, and Regular Education Monitors

Due Date: Quarterly

In addition to monthly safety meetings, the Contractor shall conduct for all special education drivers, special education attendants, and regular education monitors a minimum of one (1), one- (1) hour mandatory meeting per academic quarter each school year. A schedule of meetings dates and makeup meeting dates shall be submitted to the District by August 1 of each year. . The Contractor shall provide the District with an agenda for each meeting. Copies of the attendance rosters for regular and makeup meetings shall be provided to the District by the last day of the month during which the meeting was held.

The District and the Kenai Peninsula Borough's Office of Risk Management have the right to attend any or all training meetings.

7.5.10. Personnel Files

Due Date: As Needed

The Contractor shall maintain current personnel files on all employees. Personnel files shall contain, but are not limited to the following information:

- a. Employment application;
- b. Interview and hiring records;

- c. Training records;
- d. Employee discipline records;
- e. Evaluations;
- f. DMV driving record (updated annually);
- g. Check ride reports.

These files shall be open to inspection by the District and the Kenai Peninsula Borough Risk Management office during regular business hours. To the extent permitted by law, the District shall maintain the confidentiality of the Contractor's personnel files.

7.6. Additional Reports and Documents

7.6.1. Contractor's Response to Annual Evaluation Report by the District

Due Date: Annually, No Later Than August 1

The District expects the Contractor's performance of the Contract to meet certain quality standards. To assure that those standards are met and to monitor that performance, the District and the Contractor shall establish an ongoing evaluation process which shall culminate with an annual evaluation in June of each year.

The annual evaluation by the District shall be both oral and written and shall detail the strengths and weaknesses of the Contractor's performance over the preceding school year. The District shall also provide the Contractor with a list of improvement objectives to be implemented for the next school year.

No later than August 1 of each year, the Contractor shall submit to the District a written response detailing plans to meet the improvement objectives presented by the District.

7.6.2. End-of-Year Statement of Operations

Due Date: Annually, To Be Determined by the Department and the District

When required by the Department or the District, a yearly end-of-year statement of operations shall be submitted in writing to the District in accordance with Department regulations. This report shall be delivered to the District by a date determined by the Department and the District.

7.6.3. Miscellaneous Reports

Due Date: Determined by the District, Department, Other Agencies

The Contractor may be required to submit other documentation and reports relevant to student transportation when requested by the District, the Department, or other agencies during the term of the Contract. If state or federal reporting requirements change, the District reserves the right to change the report due dates and report contents.

8. Personnel Requirements

8.1. General

- 8.1.1. For the purpose of the Contract and interpretation thereof, it is recognized that the transportation of school children is a very specialized function. Students must be transported safely without interruption or adverse incidents. During such transportation, the interests of the students shall take precedence over the interests of the Contractor and its employees. It shall be the primary obligation of the Contractor to conduct its activities so that students shall be assured of safe, timely, and reliable service.
- 8.1.2. The District believes that quality school bus service is dependent on the caliber of people employed by the Contractor, both management and staff. For the well-being and protection of students, the Contractor's employees must possess and exhibit personality and moral character not inimical to student welfare.
- 8.1.3. Consistency is an important aspect of quality school bus service. The District believes that to be successful, the Contractor must hire and retain an experienced work force. Employee longevity shall be rewarded through both monetary and nonmonetary benefits.
- 8.1.4. Drivers, attendants/monitors, and all other persons coming into contact with students shall be able to communicate effectively in English, both verbally and in writing.

8.2. Knowledge of Contract Requirements

- 8.2.1. The Contractor shall make all employees aware of the provisions of the Contract and shall include a written statement explaining these provisions in the employment agreement with the Contractor.
- 8.2.2. Contractor personnel are required to follow all federal, state, and local statutes and regulations as well as District policies and procedures while performing the duties under the Contract. The Contractor shall assure that each employee is aware of and adheres to the statutes, regulations, and policies applicable to his/her position.
- 8.2.3. The Contractor shall make all drivers and attendants/monitors aware of the fact that their relationship with children in the community, aside and apart from their employment responsibilities, shall have a bearing on their employment under this Contract.

8.3. District Right to Approve, Reject, or Remove From District Service Contract Employees

- 8.3.1. The District reserves the right to approve, reject, or require the Contractor to remove from District service any of the Contractor's personnel who supervise or work around children, including drivers, attendants/monitors, mechanics, and operations staff as provided in this Contract.
- 8.3.2. The District, in its sole discretion, may require the Contractor to remove from District service any employee the District deems harmful to children, unsafe, incompetent, careless, or otherwise objectionable within the scope and purpose of the Contract requirements. The Contractor shall remove the employee from active status with the District immediately upon verbal request from the District. The District shall follow the verbal request as soon as possible with formal, written notification specifying the reason for the request. The Contractor shall respond in writing with its plan concerning the employee's employment.
- 8.3.3. The Contractor agrees to take appropriate disciplinary or corrective action against any employee if the District, in its sole discretion, believes the employee's performance is of

concern and that the employee is likely to cause the Contractor to breach the Contract. Verbal notice shall be given by the District followed by written notice. The Contractor shall respond in writing detailing its plan of action. The determination of appropriate disciplinary sanctions or actions rests with the Contractor who shall be obligated to deal responsibly and responsively to the District's request. Should the Contractor not take corrective action, the District reserves the right to require supervisory personnel to accompany the employee on his or her route. However, the District and the Contractor acknowledge that some actions and unsatisfactory performance are of such a nature that no written warning is necessary and immediate removal is appropriate. In such situations, the District may request removal without a prior written notice to remove the employee from District service. The District reserves the right to request additional training for any driver or attendant/monitor who, in the opinion of the District, fails to perform his or her duties in a satisfactory manner. The District also reserves the right to request reassignment of the employee if it is determined to be in the best interest of the District.

- 8.3.4. The Contractor shall enter into no contract or arrangement with any employee, person, group, or organization which shall in any way interfere with the Contractor's ability to comply with the District's right to request disciplinary or corrective action against an employee or to reject or remove from District service Contractor staff to the maximum extent allowed by law.

8.4. Contractor's Right to Remove Employees From District Service

Nothing contained in this Contract shall impair the Contractor's right to remove or suspend from District service an employee for unsatisfactory performance or for other grounds.

8.5. Employment Screening

8.5.1. Fingerprinting and Background Check

- 8.5.1.1. The Contractor shall provide fingerprinting and background checks for any employee who works on a school bus and who is involved in any way with the supervision and transportation of students. This requirement includes all Contractor personnel.
- 8.5.1.2. All employees shall be fingerprinted and have a background check run with both the state of Alaska and the FBI. This check shall be in accordance with AS 12.62.160. The Contractor shall provide the District immediate access to background check reports and results upon request.
- 8.5.1.3. The Contractor shall notify the District, in writing, of its intention to hire an applicant. If the applicant has past felony convictions, that information shall be included in the written notification to the District of the Contractor's intention to hire.
- 8.5.1.4. The Contractor shall inquire and verify whether an applicant has ever been terminated from any position involving student transportation or from any position involving child care, child maintenance, or other employment involving children. This information shall be included in the Contractor's written notification of intention to hire.
- 8.5.1.5. The Contractor shall reveal to the District any situation when it proposes to employ an individual who has been terminated for cause.

8.5.2. Alcohol and Drugs

8.5.2.1. No employee shall be under the influence of, or have in his/her possession, alcohol or narcotics while performing any service under the Contract nor shall a driver be permitted to use alcoholic beverages or narcotics prior to, during, or between daily bus runs. No employee shall be permitted to use alcoholic beverages or narcotics prior to scheduled work, during daily bus runs, or between daily bus runs.

8.5.2.2. The Contractor shall establish a preemployment drug screening program approved by the District for all new employees. Random, reasonable suspicion, and postaccident drug and alcohol testing shall be conducted by the Contractor in compliance with state and federal regulations using a District-approved lab with turnaround time not to exceed seventy-two (72) hours. The individual assigned to administer the drug and alcohol testing program shall not be a member of the pool of drivers to be tested. Refusal to submit to the test(s) shall be grounds for termination of the employee involved.

8.5.2.3. The Contractor shall bear all costs for administration of the test(s). This requirement is in addition to any drug and alcohol testing required of school bus operators as part of commercial driver licensing laws or regulations.

8.5.3. TB/PPD

If required by the District or the state of Alaska, each employee working with or around students shall submit to a TB test/PPD or provide TB health history status prior to beginning work under this Contract and on an annual basis thereafter. This requirement also applies to supervisory staff.

8.5.4. Pending Charges

Persons who have been charged for actions which would deny them an Alaska driver's license or school bus permit or persons who have been charged with other crimes involving harm or risk of harm to children shall not be accepted or retained while those actions are pending as school bus drivers, attendants/monitors, or other employees of the Contractor who have or may have contact with students.

These actions include but are not limited to:

- a. Sexual abuse of a minor in any degree (AS 11.41.434–11.41.440);
- b. Sexual assault in any degree (AS 11.41.410–11.41.425);
- c. Incest (AS 11.41.450);
- d. Unlawful exploitation of a minor (AS 11.41.455);
- e. Contributing to the delinquency of a minor (AS 11.51.130);
- f. Possession of a controlled or imitation controlled substance (AS 11.71 or AS 11.73);
- g. Promoting prostitution in the first or second degree (AS 11.66.110 or AS 11.66.120);
- h. Indecent exposure in the first or second degree (AS 11.41.458 or AS 11.41.460);

- i. Crimes committed or alleged to have been committed in another state or under federal law which, on the facts alleged, would support an investigation or indictment under any of the statutes described above; or
- j. Persons charged with other crimes involving harm or risk of harm to children.

8.5.5. License Suspended or Revoked

A person charged with driving while intoxicated or failure to submit to a breathalyzer test shall not be accepted or retained as a school bus driver while those actions are pending. A person convicted of driving while intoxicated shall not be accepted or retained as a school bus driver. A person whose motor vehicle license is suspended for any reason while employed as a school bus driver shall not be accepted or retained as a school bus driver.

8.6. Preference for Experienced Employees

8.6.1. Solicitation

The Contractor shall be required to give preference in employment to experienced employees who, in the preceding Contract term, have performed satisfactorily. The Contractor shall solicit applications from and make every reasonable effort to hire experienced employees, including bus drivers and attendants/monitors. The offer of employment shall be made in order of seniority among the employees and shall be left open for a period not less than thirty (30) calendar days.

8.6.2. Experience Requirements

In the interest of student safety and management efficiency, the Contractor shall be required to meet the following driver experience requirements: At least sixty percent (60%) of bus drivers hired by the Contractor for work under the Contract shall have a minimum of one (1) year's experience as school bus drivers. At least sixty percent (60%) of bus attendants/monitors hired by the Contractor for work under the Contract shall have a minimum of one (1) year's experience as bus attendants/monitors.

8.6.3. Pay Scale

The Contractor shall be required to offer employment at a level of wages and benefits not less than the highest rate each employee received in the preceding school year, or the Alaska school bus driver minimum wage, whichever is greater.

8.7. Rate of Pay

8.7.1. Work Wage

8.7.1.1. The Contractor shall establish a wage and benefits structure for employees and shall furnish a copy of this document to the District not later than August 1 of each year.

8.7.1.2. The Contractor shall establish a wage schedule that is designed to attract, employ, and keep experienced drivers, special education bus attendants, regular education bus monitors, and staff.

8.7.1.2.1. Drivers

The driver's wage schedule cannot be diminished during the life of the Contract. The Contractor shall pay all drivers a wage

which, at minimum, meets the rate required pursuant to AS 23.10.065 (b) for all hours worked by drivers in a pay period. The Contractor should review AS 23.10.065 for information regarding minimum wage rates in Alaska and should contact the Wage and Hour Administration, Alaska Department of Labor, 3301 Eagle Street, Suite 301, Anchorage, Alaska 99503-4149, (907) 269-4900, for additional information regarding the minimum wage rates that may be in effect at the commencement of the Contract resulting from Request for Proposal No. 116-12. Each driver shall be paid his or her wage rate for all hours worked in a pay period, whether such rate is the minimum rate required pursuant to AS 23.10.065 or is higher. A driver may not be paid at different rates based on the activity or work performed by the driver. Wages for all work performed under the Contract, including in-service training, safety meetings, and first aid and CPR certification, shall apply to the requirement above.

8.7.1.2.2. Special Education Bus Attendants

Bus attendants shall be hired by the Contractor and shall be, for all purposes, the employees of the Contractor and not the District.

The special education bus attendant wage schedule cannot be diminished during the life of the Contract. Special education attendants shall be paid for attendance at required in-service trainings and required safety meetings.

The cost of providing special education bus attendants shall be included in the daily bus rate for special education buses. The rate of pay and benefits shall be set by the Contractor.

8.7.1.2.3. Regular Education Bus Monitors

Bus monitors shall be hired by the Contractor and shall be, for all purposes, the employees of the Contractor and not the District.

The regular education bus monitor wage schedule cannot be diminished during the life of the Contract. Monitors shall be paid for attendance at required in-service trainings and required safety meetings.

The District shall reimburse the Contractor for the wages of regular education bus monitors at the actual hourly rate paid to the monitors. In addition, the District shall reimburse the Contractor for the cost of employer taxes paid on bus monitors' wages. The payment of employee taxes is the responsibility of the Contractor.

The cost of providing bus monitors for regular education buses shall be separate from the daily bus rate for regular route buses.

8.7.2. Training Wage

~~8.7.2.1. Drivers in training shall be paid by the Contractor for their time spent in basic school bus driver training at a wage that is at least sixty percent~~

~~(60%) of the minimum wage of a school bus driver. The payment shall be made after the new driver completes ninety (90) successful calendar days with the Contractor.~~

~~8.7.2.2. Attendants/monitors in training shall be paid the Contractor for their time spent in basic attendant/monitor training at a wage that is at least sixty percent (60%) of the entry level wage of a bus attendant/monitor. The payment shall be made after the new attendant/monitor completes ninety (90) successful calendar days with the Contractor.~~

8.8. Driver Requirements

8.8.1. Licensing Requirement

Absolutely no driver shall drive a school bus transporting students under this Contract without first having obtained a current and valid commercial drivers license (CDL) with passenger endorsement and Alaska school bus driver permit issued by the Alaska Department of Public Safety. Drivers who drive a school bus without proper licensing shall be removed from District service. All drivers shall be at least twenty-one (21) years of age.

8.8.2. Driver Training

8.8.2.1. Preservice Training

The Contractor shall administer a school bus driver training program which meets or exceeds the requirements of 4 AAC 27.200 (c) through 4 AAC27.240. The driver training program shall meet the minimum standards established and approved by the District. At minimum, the bus driver training program shall consist of at least twenty (20) hours of classroom instruction and twenty (20) hours of behind-the-wheel instruction. Behind-the-wheel instruction shall have a driver/trainer ratio of 2:1 unless otherwise authorized in writing by the District.

8.8.2.2. Beginning-of-Year Refresher Training

Each returning driver shall receive a minimum of twelve (12) hours of refresher training prior to the beginning of each school year. The content and format of that refresher training shall be approved in advance by the District prior to August 1 of each year.

8.8.2.3. In-service Training

Each driver shall receive a minimum of eight (8) hours in-service training each year. This training shall occur during the school year and is in addition to the beginning-of-year refresher training and monthly safety meetings. At least four (4) hours of this in-service training shall be related to student management. The Contractor shall notify the District, in writing, of the times and content of all driver in-services prior to the beginning of the school year. The time required for written tests and road tests required by the Department of Public Safety shall not be used to satisfy required in-service training time.

8.8.2.4. Performance Evaluation/Check Rides

8.8.2.4.1. A driver supervisor shall ride with every driver at least once each semester for the purpose of observing the driver's practices with

respect to safety, mechanical operation of the bus and associated equipment, and conformance with applicable laws, rules, and regulations including adherence to published time schedules and stops.

8.8.2.4.2. A driver supervisor shall ride route with every new driver at least once during the first thirty (30) calendar days of employment and on one (1) other occasion during the following semester. The driver supervisor shall be either a Department certified school bus driver instructor or a supervisor trained by a specific Contractor program designed for the purposes of BTW training and conducting check rides. Driver supervisors shall not conduct both check rides on any single driver within the same school year.

8.8.2.4.3. The District may at any time, with no advance notice to the Contractor, ride with any driver and on any route for the purpose of observation to assure compliance with the terms and conditions of the Contract. The Contractor shall maintain a schedule of check rides and a file containing the reports resulting from each check ride.

8.8.2.5. New Driver Ride-Along

Prior to any new driver assuming duties, each new driver shall accompany a veteran driver on route for at least two (2) work days with students present. The term “veteran” refers to a driver with one (1) or more year’s experience. The District may waive this requirement for good cause.

8.8.2.6. Student Management

The Contractor shall train drivers in student management techniques and the handling of misconduct on the bus. The Contractor shall clearly communicate to drivers the techniques for handling serious student misconduct and the procedures for working with principals and parents.

8.8.2.7. First Aid and CPR

8.8.2.7.1. The Contractor shall be responsible for providing first aid as well as adult and child/infant CPR training to drivers. The Contractor shall be responsible for any costs associated with the acquisition of training materials and certificates.

8.8.2.7.2. Every driver working with students shall possess current first aid as well as adult and child/infant CPR certification.

8.8.2.7.3. The Contractor shall furnish proof of successful completion of first aid and CPR courses prior to the start of school for returning drivers and within two (2) weeks of hire for new drivers.

8.8.3. Driver Meetings

8.8.3.1. Monthly Safety Meetings

8.8.3.1.1. The Contractor shall conduct safety meetings as deemed necessary by the Contractor or the District with a minimum of at least one (1) meeting every month from September through May of each school year. The meeting shall last a minimum of one (1) hour. Topics

may include safety topics pertinent to the particular time of year, student discipline, hazards, or other topics of concern. A schedule of meetings and makeup meeting dates shall be submitted to the District by August 1 of each year. The Contractor shall provide the District with a meeting agenda at least two (2) weeks prior to the meeting. The Contractor shall notify the District of any major problems discussed at or arising from the meeting within three (3) calendar days of the meeting.

8.8.3.1.2. Attendance at safety meetings is mandatory for all route drivers, standby and substitute drivers, and attendants/monitors. A copy of the attendance roster shall be provided to the District by the last day of the month in which the meeting was held. A makeup session shall be scheduled for any driver who is unable to attend the regular meeting. Video taping of meetings for absent drivers is acceptable. Any driver or attendant/monitor who fails to attend or make up a meeting shall be ineligible to work.

8.8.3.2. Beginning-of-Year Meeting With Principals

All drivers shall be required to attend a meeting with each principal/designee from the school that the driver serves during the first three (3) weeks of school each year and after route rebid. The start time, place, and duration of these meetings shall be at the sole discretion of the District. The Contractor shall be responsible for all employee costs incurred for these meetings.

8.8.3.3. Other Meetings

The District may require additional training time to address individual student needs. Drivers may be asked to meet with the principal, classroom teachers, classroom aides, and/or nurses. Drivers may be asked to observe students in their classrooms. When these meetings become necessary and are scheduled by the District, attendance by appropriate personnel is mandatory.

8.9. Special Education Attendant and Regular Education Bus Monitor Requirements

8.9.1. Each attendant/monitor shall be at least nineteen (19) years of age. Routes requiring attendants/monitors may change during the life of this Contract based on the needs of the students being transported.

8.9.2. Attendant/Monitor Training

8.9.2.1. Preservice Training

The Contractor shall be responsible for providing training for attendants/monitors. Each new bus attendant/monitor shall receive a minimum of sixteen (16) hours instruction prior to assuming attendant/monitor responsibilities. Trainers shall be certified instructors in a passenger assistance training course approved by the District and be authorized to certify successful completion of classroom and practical requirements. The District shall approve in advance the content and format of the attendant/monitor training program and the instructors who shall deliver the training. The content and format of the training program, shall include, but is not limited to the following:

- a. Responsibility and role of attendants and monitors;

- b. Student management and behavioral problems;
- c. Blood-borne pathogens;
- d. Loading and unloading on special education buses;
- e. Emergency/accident procedures and evacuation;
- f. Basic knowledge of bus operation; and
- g. Operation of lift equipment and car seat/safety restraint securement.

8.9.2.2. Beginning-of-Year Refresher Training

Each returning attendant/monitor shall receive a minimum of twelve (12) hours of refresher training prior to the beginning of each school year. The content and format of that refresher training shall be approved in advance by the District prior to August 1 of each year.

8.9.2.3. In-service Training

Each attendant/monitor shall receive a minimum of four (4) hours in-service training each year. This training shall occur during the school year and is in addition to the beginning-of-year refresher training and monthly safety meetings. The training may be offered once a quarter in one- (1) hour increments, or in increments of time greater than one (1) hour if approved in writing by the District. Topics shall include problems particularly associated with special education routes such as student discipline, operation of equipment, procedures for working with students with various disabilities, or other pertinent topics. The District Pupil Services department and the District Transportation department shall assist whenever possible with these training sessions. The Contractor shall notify the District, in writing, of times and content of all attendant/monitor in-services prior to the beginning of the school year.

8.9.2.4. Performance Evaluation/Check Rides

8.9.2.4.1. A supervisor shall ride with every attendant/monitor at least once each semester for the purpose of observing the attendant's/monitor's practices with respect to safety, mechanical operation of lift and tie-down equipment, student management, and interaction and compatibility with the driver. The Contractor shall maintain a schedule of check rides and a file containing the reports resulting from each check ride.

8.9.2.4.2. The District may at any time, with no advance notice to the Contractor, ride with any monitor and on any route for the purpose of observation to assure compliance with the terms and conditions of the Contract.

8.9.2.5. New Attendant/Monitor Ride-Along

Prior to any new attendant/monitor assuming duties, each new attendant/monitor shall accompany a veteran attendant/monitor on route for at least two (2) work days with students present. Each new attendant/monitor

shall ride a route(s) transporting wheelchair-bound students, emotionally handicapped students, and preschool students. The term “veteran” refers to an attendant/monitor with one (1) or more year’s experience. The District may waive this requirement for good cause.

8.9.2.6. Student Management

The Contractor shall train attendants/monitors in student management techniques and the handling of misconduct on the bus. The Contractor shall clearly communicate to attendants/monitors the techniques for handling serious student misconduct and the procedures for working with principals and parents.

8.9.2.7. First Aid and CPR

8.9.2.7.1. The Contractor shall be responsible for providing first aid as well as adult and child/infant CPR training to attendants/monitors. The Contractor shall be responsible for any costs associated with the acquisition of training materials and certificates.

8.9.2.7.2. Every attendant/monitor working with students shall possess current first aid as well as adult and child/infant CPR certification.

8.9.2.7.3. The Contractor shall furnish proof of successful completion of first aid and CPR courses prior to the start of school for returning attendants/monitors and within two (2) weeks of hire for new attendants/monitors.

8.9.3. Attendant/Monitor Meetings

8.9.3.1. The Contractor shall conduct safety meetings as deemed necessary by the Contractor or the District with a minimum of at least one (1) meeting every month from September through May of each school year. The meeting shall last a minimum of one (1) hour. Topics may include safety topics pertinent to the particular time of year, student discipline, hazards, or other topics of concern. A schedule of meetings and makeup meeting dates shall be submitted to the District by August 1 of each year. The Contractor shall provide the District with a meeting agenda at least two (2) weeks prior to the meeting. The Contractor shall notify the District of any major problems discussed at or arising from the meeting within three (3) calendar days of the meeting.

8.9.3.2. Attendance at safety meetings is mandatory for all attendants/monitors. A copy of the attendance roster shall be provided to the District by the last day of the month in which the meeting was held. A makeup session shall be scheduled for any attendant/monitor who is unable to attend the regular meeting. Video taping of meetings for absent attendants/monitors is acceptable. Any attendant/monitor who fails to attend or make up a meeting shall be ineligible to work.

8.9.3.3. Beginning-of-Year Meeting With Principals

All attendants/monitors shall be required to attend a meeting with each principal/designee from the school that the attendant/monitor serves during the first three (3) weeks of school each year and after route rebid. The start time, place, and duration of these meetings shall be at the sole discretion of

the District. The Contractor shall be responsible for all employee costs incurred for these meetings.

8.9.3.4. Other Meetings

The District may require additional training time to address individual student needs. Attendants/monitors may be asked to meet with the principal, classroom teachers, classroom aides, and/or nurses. Attendants/monitors may be asked to observe students in their classrooms. When these meetings become necessary and are scheduled by the District, attendance by appropriate personnel is mandatory.

8.10. Mechanic Requirements

8.10.1. The Contractor shall maintain a bus-to-mechanic ratio not to exceed 15:1. Supervisory, clerical, and utility personnel are not to be counted and included in the calculation of the ratio. A minimum of one mechanic who possesses Automotive Service Excellence (ASE) certification in one or more areas of school bus repair shall be on duty at all times during the hours when buses are in operation.

8.10.2. The Contractor shall have in place a program to encourage and assist mechanics in earning ASE certificates. The District shall monitor progress.

8.11. Other Personnel Requirements

8.11.1. Identification Badges

All Contractor staff members are required to display an identification badge at all times while on duty. This badge shall be issued at no cost to the employee by the Contractor. Badges shall be returned to the Contractor upon termination of employment or at the end of the school year.

8.11.2. Adherence to Schedule

A driver shall not determine the design of a route, deviate from route, or deviate from time schedule unless there is an emergency or unless so directed by the District.

8.11.3. Physical Capabilities of Drivers, Special Education Bus Attendants, and Regular Education Bus Monitors

8.11.3.1. Drivers and attendant/monitors shall be physically mobile and capable of safely lifting and dragging a fifty- (50) pound child.

8.11.3.2. Drivers and attendants/monitors shall be physically able to exit and reenter the bus through the rear door.

8.11.3.3. Drivers and attendants/monitors shall be physically able to maintain balance and walk on uneven or slippery, or snow covered ground. Attendants/monitors must be able to assist students enter and exit the bus when weather and terrain conditions are less than favorable.

9. Insurance Requirements

9.1. As a condition of this Contract, the Contractor shall secure and maintain in effect during the life of the Contract insurance coverage to cover the Contractor's operation and all vehicles in service under this Contract. Insurance coverage and deductible amounts shall be provided in acceptable

form and for the minimum amounts specified by the District and any additional requirements of the Department, and as required by law, whichever is greater:

- a. COMMERCIAL GENERAL LIABILITY \$5,000,000 per occurrence to include premises, operations, and contractual liability \$10,000,000 Annual Aggregate. The General Liability coverage shall comply with applicable law for safe student transportation;
- b. COMMERCIAL AUTO LIABILITY \$5,000,000 combined single limit to include all owned, nonowned, and hired vehicles in service under the Contract, including injury or death to passengers. The General Liability coverage shall comply with applicable law for safe student transportation;
- c. ALASKA WORKERS' COMPENSATION STATUTORY LIMIT
Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$100,000 Disease – Each Employee
- d. TEN MILLION DOLLARS (\$10,000,000) AGGREGATE UMBRELLA POLICY in the event the Contractor is self-insured for all or a portion of the required insurance.

9.2. Additional Insured

All insurance policies, except those prohibited by law, shall be extended to include as an additional insured the District and its officers, employees, and agents during all operations by the Contractor under this agreement. In addition, all policies shall contain a waiver of subrogation against the District.

9.3. Self-Insured Retention

The policy deductible or self-insured retention cannot exceed fifty thousand dollars (\$50,000) without the written permission of the District. The District reserves the right to require a reserve or bond for deductibles or self-insured retention in excess of \$50,000.

9.4. Requirements for Insurer

Insurance policies shall be obtained from one (1) or more insurance carriers authorized and licensed to do business in the state of Alaska and rated *A* or better in *Best's Insurance Guide*.

9.5. Right to Review and Revise

The District reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages, and endorsements. The District additionally reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its financial condition or operating practices. The District shall provide notice of new coverage requirements no less than ninety (90) calendar days prior to the effective date of the new requirements.

9.6. Certificates of Insurance

9.6.1. A certificate of insurance from an insurance company authorized to do business in the state of Alaska showing that all required insurance is in place shall be filed with the District before any student can be carried under the Contract terms and before any monies can be released in payment of services rendered.

9.6.2. The certificate of insurance shall be received by the District prior to the first day of the Contract effective date and by July 1 of each subsequent school year. For policies

expiring during the school year, written notice of renewal shall be submitted to the District sixty (60) calendar days prior to the expiration of the current policy.

9.7. Notice of Cancellation or Material Change

Policies shall contain a clause requiring the insurer to provide a certificate of insurance to, and in case of cancellation, nonrenewal, or material modification for any cause, and notify the following named persons sixty (60) calendar days prior to date of cancellation, nonrenewal, or material modification:

Dave Jones
Assistant Superintendent
Kenai Peninsula Borough School District
148 North Binkley Street
Soldotna, AK 99669

Julie Cisco
Risk Manager
Kenai Peninsula Borough
144 North Binkley Street
Soldotna, AK 99669

Dave Spence
Director of Operations
Kenai Peninsula Borough School District
139 East Park Avenue
Soldotna, AK 99669

Nancy Spooner
Transportation Coordinator
Kenai Peninsula Borough School District
139 East Park Avenue
Soldotna, AK 99669

9.8. Agents

The insurance policies shall cover as an insured any person or organization, agency, employee, or subcontractor acting as agent for the named insured or additional insured.

9.9. Sovereign Immunity

The insurers and the insured, to the extent of liability under these policies, and no more, **do not** waive the defense of sovereign immunity that could otherwise be raised by the State or a political division thereof. Nothing herein shall be construed to mean the District waives the defense of sovereign immunity.

9.10. Primary Coverage

Policies shall contain a clause indicating that coverage provided under the policy is primary and exclusive of other insurance carried by the District. The policy shall treat each additional insured as though the insurer had issued separate policies.

9.11. Upon request by the District, the Contractor shall promptly provide copies of complete insurance policies.

9.12. The failure to maintain insurance as described in this Contract is a material default.

10. Performance Bond Requirements

10.1. Delivery

Within thirty (30) calendar days of District School Board approval of the Contract, the Contractor shall submit to the District a performance bond in an amount equal to fifty percent (50%) of the District's fiscal year compensation to be paid to the Contractor.

10.2. Duration of Bond

The performance bond shall be renewed by the Contractor and received by the District no later than July 1 of each year of the Contract's duration, unless the District waives in writing all or part of the requirement.

10.3. Requirements for Insurer or Surety

Each bonding company or corporate surety providing a bond under this Contract shall be licensed to conduct business in the state of Alaska and shall be rated *A+1* or better in *Best's Insurance Guide*. The performance bond, by its terms, shall require the corporate surety to consent to the provisions of the Contract regarding venue and applicable law.

10.4. Bond Premium

Any bond premium imposed by a surety and any other charges imposed for or on account of the performance bond shall be included in the Contractor's daily bus rates. The Contractor shall receive no other or additional compensation on account of any additional charges imposed for the performance bond by the surety at a later date except as provided herein for increased bonding that may be required by the District.

10.5. Form of Bond

The performance bond shall be in the form of cash, cashier's check, a certificate of deposit, or a corporate surety bond naming the Contractor as principal and a bonding company as surety. The District may, in its sole discretion, accept an alternate surety or arrangement protecting the District from the Contractor's failure to perform. The District is not required to accept any alternatives.

10.6. Optional Reduction in Bond

The District, at its option, may reduce the amount of the performance bond or waive the bond requirement in its entirety annually. If the amount of the bond is decreased or waived in total, the daily rate for that period shall be adjusted downwards to equal the cost to the Contractor of the bond premium.

10.7. Increase in Bond

10.7.1. District Required

10.7.1.1. During the term of the Contract, the District may require one hundred percent (100%) bonding from the Contractor. The additional cost of the bond increase above that of a performance bond equal to fifty percent (50%) of the annual estimated total Contractor's compensation, shall be reimbursed to the Contractor by the District except as otherwise provided herein.

10.7.1.2. If the District, upon material default by the Contractor, elects to require an increase in the amount of the performance bond as a remedy for that material default, the Contractor shall not receive any other or additional compensation from the District on account of any charges imposed for the increased performance bond.

10.7.2. Department Required

Should the Department require an increase in the amount of the performance bond, the additional bond premiums, if any, shall be reimbursed to the Contractor by the Department.

11. Indemnity Requirements

- 11.1. The Contractor shall indemnify, hold harmless, and defend the District and the Department from any and all claims, suits, judgments, or liabilities or claims of liability, resulting from actions or inactions of the Contractor, or actions or inactions of the District and the Contractor together, arising under this Contract or the delivery or nondelivery of services contemplated by this Contract. The duties imposed by the Contract apply where those actions or inactions are the basis for a claim against the District by any person, whether that person is claiming damages, equitable relief, or some other remedy. The Contractor and the District agree that the indemnity provided by the Contract is intended by them to be as broad in scope as may be permitted by Alaska law.
- 11.1.1. The liability insurance described in the paragraphs detailing the insurance requirements of this Contract shall specifically insure this indemnity and shall name the District, the Borough, and the Department as an additional insured. The liability insurance policy shall provide that the policy may not be revoked or canceled except upon sixty (60) days' written notice to the District. The failure to maintain insurance as described in this Contract is a material default.
- 11.1.2. The District reserves the right to **designate approve** 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.
- 11.2. 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, the Kenai Peninsula Borough, or the state of Alaska.

12. Default, Breach, Damages, Excuse

12.1. Definition of Default

For the purposes of this Contract, "default" is defined as the failure by the Contractor or the District to perform, meet, or discharge any term of the Contract. A failure by the District to pay compensation to the Contractor, where the failure is caused by the failure or delay by the Department in paying funds to the District, shall not constitute a default by the District.

12.1.1. Material Default

For the purposes of this Contract, a "material default" is defined as a default that, in the reasonable judgment of the District, is substantial and important, or that is defined as material by the Contract. All critical defaults, as defined below, are material defaults.

12.1.2. Critical Default

For the purposes of this Contract, a "critical default" is defined as a default that, in the reasonable judgment of the District, involves the health, welfare, or safety of students transported by the Contractor under the Contract.

12.2. Notice of Default by Contractor

Upon the occurrence of a default by the Contractor, the District shall provide the Contractor with notice of the default. The notice shall specify the circumstances of the default and the provision or provisions of the Contract with regard to which default occurred.

12.2.1. Material Default

If the default is a material default, the notice shall specify that the Contractor has ten (10) calendar days to cure or propose a plan for cure, if a plan for cure is permitted under this Contract.

12.2.2. Critical Default

12.2.2.1. If the default is a critical default, the notice shall specify that the Contractor has twenty-four (24) hours to cure the default, and no plan for cure shall be considered.

12.2.2.2. If a critical default, in the opinion of the District, is life threatening, the District may require the Contractor to cure the critical default immediately. If the same or a similar default has occurred in the preceding twelve (12) months, the Contractor shall have twelve (12) hours to cure the default, and no plan for cure shall be considered.

12.3. Plan for Cure by Contractor

If a default is not a critical default, and if it is physically or economically impossible to cure the default within the time provided, then before the expiration of the time for cure, the Contractor may propose a plan for cure according to the terms of this Contract.

12.3.1. Review by District

No plan for cure shall be effective, or a substitute for cure, unless it is accepted in writing by the District. No plan for cure shall be accepted under any circumstances if it involves a critical default.

12.3.2. Requirement of Bond

The District reserves the right to require the Contractor to post a performance bond, or a cash deposit, or an increase in an existing performance bond, in an amount to be set by the District, as a condition to acceptance of a plan for cure.

12.4. Remedies on Contractor's Default

If, after notice, a default remains uncured after expiration of the time for cure, the District may exercise one (1) or more of the remedies provided in this Contract.

12.4.1. Termination of Contract

In the event of an uncured material default, the District, at its option, may terminate the Contract. Termination of the Contract shall be made in writing and may be effective immediately upon delivery of notice to Contractor. Upon termination, the District shall be entitled to recover from the Contractor any and all remedies available at law or equity, including without limitation, any losses or damages sustained by the District because of the material default and the termination of the Contract.

12.4.2. Lease or Purchase of Bus Fleet

Upon any material default by the Contractor, or at any time, the District shall have the option, at its sole discretion, to purchase or lease from the Contractor ~~any or~~ all regular service and spare buses utilized or promised to be utilized by the Contractor in the performance of the Contract on the date of delivery of notice of material default to the

terms of this Contract. **Regular Service and spare buses will include only those that are within the age requirements of the contract, are in operable condition and are able to pass the Alaska state bus inspection.**

12.4.2.1. Option to Lease

The Contractor grants to the District an irrevocable option to lease all ~~or part~~ of the regular service and spare buses utilized or promised to be utilized by the Contractor in the performance of the Contract on the date of delivery of notice of material default to the terms of this Contract. **Regular Service and spare buses will include only those that are within the age requirements of the contract, are in operable condition and are able to pass the Alaska state bus inspection.** The option to lease created in this Contract may be exercised by the District when the District determines that a material default has occurred. ~~Because of the importance of continuity of service and safety, the Contractor agrees that the option to lease may be exercised even if the Contractor disputes the existence of a material default, without prejudice to the Contractor's right to recover damages in the event it is later determined no such material default occurred.~~

12.4.2.1.1. Determination of Rental

The rental payable to the Contractor by the District on exercise of the option to lease shall be determined by appraisal. The Contractor and the District shall each select an appraiser and those two (2) appraisers shall select an appraiser. Each appraiser shall independently determine the fair rental value of the regular service and spare buses selected by the District for lease. The three opinions of fair rental value shall be averaged. If any individual appraisal varies by more than fifty percent (50%) from the average of the three (3) appraisals, that appraisal shall be discarded and the average of the remaining appraisal or appraisals used instead. The rental amount shall equal the averaged appraisals of fair rental value.

12.4.2.1.2. Payment of Rental

In the event the District has a claim for damages as a consequence of a material default by the Contractor, the District shall have the right to pay rental due under this Contract into a reserve account pending resolution of the District's claim for damages.

12.4.2.2. Option to Purchase

The Contractor grants to the District an irrevocable option to purchase all ~~or part~~ of the regular service and spare buses utilized or promised to be utilized by the Contractor in the performance of the Contract on the date of delivery of notice of material default to the terms of this Contract. **Regular Service and spare buses will include only those that are within the age requirements of the contract, are in operable condition and are able to pass the Alaska state bus inspection.** The option to purchase created in this Contract may be exercised by the District when the District determines that a material default occurred. ~~Because of the importance of continuity of service and safety, the Contractor agrees that the option to purchase may be exercised even if the Contractor disputes the existence of a material default, without~~

~~prejudice to the Contractor's right to recover damages in the event it is later determined no such material default occurred.~~

12.4.2.2.1. Determination of Purchase Price

The purchase price payable to the Contractor by the District on exercise of the option to purchase shall be determined by appraisal. The Contractor and the District shall each select an appraiser and those two (2) appraisers shall select a third appraiser. Each appraiser shall independently determine the fair market value of the regular service and spare buses selected by the District for purchase. The three opinions of fair market value shall be averaged. If any individual appraisal varies by more than fifty percent (50%) from the average of the three (3) appraisals, that appraisal shall be discarded and the average of the remaining appraisal or appraisals used instead. The purchase price shall equal the averaged appraisals of fair market value.

~~12.4.2.2.2. Payment of Purchase Price~~

~~In the event the District has a claim for damages as a consequence of a material default by the Contractor, the District shall have the right to pay any purchase price due under this Contract into a reserve account pending resolution of the District's claim for damages.~~

12.4.3. Substitute Performance

In the event of a material default, the District may contract for substitute performance as the District deems it necessary. In the event the cost of substitute performance exceeds the compensation payable to the Contractor for the same period, the Contractor shall be liable to the District for the additional costs to the District.

12.4.4. Withholding of Payment

In the event of a critical default, the District shall have the right to withhold an amount up to one hundred percent (100%) of the next regular installment payment of compensation otherwise due and payable to the Contractor. Payment shall be withheld until the critical default has been cured to the satisfaction of the District. ~~For every seven (7) calendar days the critical default continues after an installment payment has been withheld, the Contractor shall lose the right to ten percent (10%) of the withheld funds as liquidated damages.~~

12.4.5. Withholding of Partial Payment

In the event of a material default, the District shall have the right to withhold an amount equal to twenty-five percent (25%) of the next regular installment payment of compensation otherwise due and payable to the Contractor. Payment shall be withheld until the material default has been cured to the satisfaction of the District. ~~For every seven (7) calendar days the material default continues after an installment payment has been withheld, the Contractor shall lose the right to ten percent (10%) of the withheld funds as liquidated damages.~~

12.4.6. Liquidated Damages

12.4.6.1. Definition of Liquidated Damages

Prompt, safe, and reliable transportation of students to attendance centers and to drop-off locations, while placing a minimum burden on students, their families and school staff, is essential for students to benefit fully from their school program. Because of the nature of the transportation services to be rendered hereunder, it is impractical and extremely difficult to determine actual damages under the Contract which are caused by deficiencies in service that do not result in easily observable personal injury or property damage. Therefore, the Contractor and the District agree that the District may, but is not required to, assess liquidated damages in the amounts set forth in subparagraphs below for the deficiencies in performance identified therein which occur without resulting in easily observable personal injury or property damages. It is further agreed that these amounts are not punitive in nature, but are agreed to be reasonable amounts for damages that may be suffered given the difficulties in determining actual damages as described above.

12.4.6.2. Determination of Liquidated Damages

12.4.6.2.1. Contractor radio transmission, logs, and reports from building principals and District personnel shall be used as verification of occurrences that may result in assessment of liquidated damages.

12.4.6.2.2. Liquidated damages shall not be assessed for transport delays which are, in the sole judgment of the District, clearly and unquestionably caused by factors totally beyond the control of the Contractor.

12.4.6.2.3. If a single incident involves more than one (1) category of performance deficiency, the liquidated damages which the District may assess are cumulative.

12.4.6.2.4 Notification of Liquidated Damage Assessment

The District must notify the Contractor of liquidated damages assessed within thirty (30) days of when the District is informed of, or becomes aware of any incident so that the Contractor has the opportunity to investigate the matter in order to either correct the cause of the liquidated damages or to establish the Contractor did not cause the incident. If the District fails to alert the Contractor of its intention to assess liquidated damages within thirty (30) days of when the District is informed of, or becomes aware of any incident which could give rise to the same, the liquidated damages for that incident will be waived.

12.4.6.3. Deduction of Liquidated Damages

The Contractor agrees that any liquidated damages assessed shall be deducted from the Contractor's monthly compensation. By the fifteenth (15th) calendar day of the second month of the Contract, and by the fifteenth (15th) calendar day of each successive month thereafter during the term of this Contract and ending with the fifteenth (15th) calendar day of the month following the termination of this Contract, the District shall provide the Contractor with written notification of any liquidated damages it intends to assess for performance deficiency/ies which may have occurred during the previous month. Such notice shall contain a brief statement of the facts underlying each

performance deficiency and the amount of liquidated damages to be assessed for each deficiency.

The Contractor may appeal the assessment of a liquidated damages amount by submitting a written notice of appeal to the Transportation Coordinator no later than the twentieth (20th) calendar day of the month. The notice of appeal shall identify each liquidated damages amount for which an appeal is being made and contain a brief statement of the facts upon which Contractor relies. If no timely appeal is submitted, the Contractor waives its right to reduction from the amount due and owing on the next monthly transportation report submitted to the District. The Transportation Coordinator shall issue a decision regarding an appeal by the twenty-fifth (25th) calendar day of the month. The Contractor may appeal the Transportation Coordinator's decision by submitting a written notice of appeal to the Director of Operations no later than the last day of the month. The Contractor may appeal the decision of the Director of Operations by submitting a written notice of appeal to the Superintendent within ten (10) calendar days following receipt of the decision by the Director of Operations. The decision of the Superintendent is final.

12.4.6.4. Types of Liquidated Damages

12.4.6.4.1. The District may assess liquidated damages in the amount of one hundred and twenty-five percent (125%) of the applicable daily bus rate for a specific route for each of the following performance deficiencies:

- a. Operation of any vehicle by a driver who has not presented evidence of having received training as specified herein;
- b. Use of an out-of-service bus to transport students; for example, a bus that has failed a state-required inspection;
- c. Failure to operate a trip;
- d. Failure to have vehicles pass state-required inspections resulting in a trip not operating;
- e. Failure to have an adequate number of spare buses resulting in a trip not operating, or an overloaded bus, or a double run or double segment;
- f. Consistently late performance. Late performance shall be evaluated on a case-by-case basis. A "late trip" or "late performance" or shall be defined as any transport service which arrives five (5) minutes after the scheduled pick-up or start time or five (5) after the scheduled dismiss or depart time.

12.4.6.4.2. The expectation of the District is that students shall be delivered to school optimally ten (10) to fifteen (15) minutes prior to the school scheduled start time and to have buses in the loading zones at least five (5) minutes prior to the school scheduled dismissal time.

- a. In the event the Contractor fails to deliver students five (5) minutes prior to the scheduled school start time, the

District may assess liquidated damages in the amount of thirty-five percent (35%) of the applicable daily bus rate for that specific route.

- b. In the event the Contractor fails to have a bus in the loading zone at the school ready to board five (5) minutes prior to the scheduled school dismissal time, the District may assess liquidated damages in the amount of thirty-five percent (35%) of the applicable daily bus rate for that specific route.

12.4.6.4.3. If the District becomes aware that a missed or late trip occurred but the missed or late trip was not reported by the Contractor to the District, the District may assess liquidated damages in the amount of \$100 for such nonreporting.

12.4.6.4.4. The District shall assess liquidated damages in the amount of \$1,000 for each ten-minute period or portion thereof in which a student is left in an unattended school bus.

12.4.6.4.5. The District shall assess liquidated damages in the amount of \$500 for each instance of the Contractor's failure to notify the District of an accident or incident within thirty (30) minutes of the event and \$500 for each additional thirty- (30) minute increment or portion thereof.

12.4.6.4.6. The District may assess liquidated damages in the amount of \$100 for each of the following:

- a. Failure to provide a qualified special education bus attendant on any route run or segment on which an attendant is normally assigned;
- b. Failure to complete a dry run;
- c. Failure to provide required equipment for the assigned route or activity; for example, bus with appropriate wheelchair capacity, wheelchair tie-down equipment, safety vests/harnesses, car seats, operating camera, etc.

12.4.6.4.7. The District may assess liquidated damages in the amount of \$50 for each of the following performance deficiencies:

- a. Failure of Contractor's personnel to attend any required meeting or in-service training session scheduled by the District more than forty-eight (48) hours in advance;
- b. Use of more than four (4) different drivers to drive a given regularly scheduled route during a four- (4) week period;
- c. Use of more than four (4) different bus attendants/monitors on any route requiring attendants/monitors during a four- (4) week period;
- d. Each instance of operations personnel driving or attending on a route;

- e. Failure to return an identification card (if required) to the Contractor/District at the end of each school year or within ten (10) calendar days after an employee terminates employment with the Contractor;
- f. Each day a video camera is not placed in a school bus when requested by the District or when the requested camera is inoperable;
- g. Each instance of a Contractor employee making an unauthorized bus stop or altering a published route schedule;
- h. Each instance of a Contractor employee not attending a mandatory monthly meeting or makeup session;
- i. Each instance of the Contractor failing to conduct a check ride on a new driver within the first thirty (30) calendar days of employment;
- j. Each instance of the Contractor failing to conduct check rides on drivers and attendants/monitors once each semester;
- k. Each instance of an unavailable or inoperable communication device;
- l. Each instance of a Contractor employee not keeping the bus radio on or at sufficient volume to hear dispatch transmissions or each instance of a Contractor employee not keeping an authorized cell phone on and operational in those areas where bus radio transmissions are blocked;
- m. Each instance of the Contractor not having a bus ready for service within five (5) minutes of the prescribed time for any activity or field trip;
- n. Each instance of the Contractor delaying notification or not notifying the media, affected schools, or the District transportation office of late buses or canceled buses;
- o. Each instance of the Contractor delaying notification or not notifying affected schools, the District transportation office or individual parents/guardians of special education bus riders of late buses or canceled buses.

12.4.6.4.8. The District may assess liquidated damages in the amount of \$25 for each of the following performance deficiencies:

- a. Each instance of a driver missing a stop or failing to pick up or drop off students at the appropriate locations. For the purposes of this Contract, a “missed stop” is a student pickup or drop that is missed by the driver. The stop may appear on the route sheet or be relayed to the driver by verbal instruction by the Contractor’s dispatch staff or by the District. A stop shall be considered as missed even if the

bus returns to pick up the missed student or if another bus picks up the student;

- b. Each instance of a driver filing to keep an up-to-date route schedule and/or map;
- c. Each instance of the Contractor failing to clean a dirty bus (interior and/or exterior) within twenty-four (24) hours of notice from the District;
- d. Each instance of a driver failing to display route or bus numbers, or logo cards;
- e. Each instance of any Contractor employee failing to display an identification badge when on duty;
- f. Each instance of the Contractor failing to replace lost or mutilated employee identification badges.

12.4.6.4.9. The District may assess liquidated damages in the amount of fifty percent (50%) of the applicable hourly rate when a charter bus is five (5) or more minutes late reporting to the pickup point. If a charter is late reporting to the pickup point to the extent that the trip has to be canceled, the liquidated damages shall be one hundred percent (100%) of the applicable hourly rate.

12.4.6.4.10. The District may assess liquidated damages in the amount of one hundred percent (100%) of the applicable hourly rate for each of the following Charter Service performance deficiencies:

- a. Failure to provide adequate equipment resulting in a trip leaving late or not operating;
- b. Failure to provide adequate operating personnel, including required bus attendants/monitors, resulting in a trip leaving late or not operating.

12.4.6.5. Scholarships – Liquidated Damages/Penalties/fees/offsets, etc.

Contractor agrees to provide college scholarship funding on an annual basis during the term of this agreement to be distributed at the discretion of the Superintendent or their designee. The annual scholarships will be based on the amount of liquidations/penalties/fees or other offsets assessed in the same school year. Should the total amount of liquidations/penalties/fees or other offsets assessed in a school year be less than \$35,000.00, Contractor agrees to provide scholarships equal to the difference between the actual amount assessed and the \$35,000.00 threshold. As an example, if the total liquidations/penalties/fees/offsets assessed during the 2012-2013 school year are \$25,000.00, Contractor would fund scholarships in the amount of \$10,000.00 (\$35,000.00 minus \$25,000.00 equals \$10,000.00). If no liquidations are assessed, the Contractor will provide \$35,000.00 in college scholarships.

12.5. Notice of Default by the District

Upon the occurrence of a default by the District, the Contractor shall provide the District with notice of the default. The notice shall specify the circumstances of the default and the provision or provisions of the Contract with regard to which default occurred. If the default is a material default, the notice shall specify that the District has thirty (30) calendar days to cure or propose a plan for cure. An event under paragraph ~~14.2.2~~ **14.2.2.1 and 14.2.2.2** shall not constitute a material default by the District, **however the Contractor is not obligated to continue to provide services absent sufficient assurances of payment.**

12.6. Remedies on Default by the District

In the event of a default by the District in the performance of the terms and conditions of this Contract, the Contractor shall make written claim on the District for any damages alleged to have been sustained by the Contractor as a consequence of that default. Under no circumstances shall the Contractor have the right to terminate, suspend, or limit performance of its duties under the Contract as a consequence of a default by the District, except upon court order.

12.7. Venue and Applicable Law

In the event of a dispute between the District and the Contractor regarding the performance of this Contract, venue for any legal proceeding shall be in the Superior Court for the Third Judicial District, Kenai, Alaska. Alaska law shall govern interpretation of the Contract.

13. Performance and Evaluation

13.1. Annual Evaluation

13.1.1. The District expects the Contractor's performance to meet the standards required by federal and state law and as outlined in this Contract. To monitor that performance, the District and the Contractor shall establish an ongoing evaluation process which shall culminate with an annual evaluation by the District of the Contractor's performance. The evaluation will take place in May or June of each year the Contract is in effect.

13.1.2. The annual evaluation of the Contractor by the District shall be both oral and written and shall detail the strengths and weaknesses of the Contractor's performance during the preceding school year. The District shall also provide the Contractor with a list of improvement objectives to be implemented for the next school year. By August 1 of the new school year, the Contractor shall submit to the District a written response detailing plans to meet the improvement objectives presented by the District.

13.2. Evaluation for Cause

The District, at its option, may invoke the evaluation process in the event of one (1) or more defaults by the Contractor which involve a failure by the Contractor to perform, but involve an issue or issues that is/are less than a material default or less than a critical default. In the event the District invokes this evaluation, the improvement objectives transmitted by the District to the Contractor shall address the default(s). The Contractor shall submit to the District a written, detailed plan addressing the improvement objectives and the default or defaults not more than ten (10) calendar days following receipt of the improvement objectives. The failure to submit in a timely manner a plan that is acceptable to the District, or the failure to comply with such a plan after receipt and acceptance by the District, shall be a material default.

13.3. Evaluation Upon Material Default

The District, at its option, may invoke the evaluation process in the event of one (1) or more material defaults by the Contractor. In the event the District invokes this evaluation, the improvement objectives transmitted by the District to the Contractor shall address the material default or defaults. The Contractor shall submit to the District a written, detailed plan addressing the improvement objectives and the material default or defaults not more than five (5) calendar days following receipt of the improvement objectives. The failure to submit in a timely manner a plan that is acceptable to the District, or the failure to comply with such a plan after receipt and acceptance by the District, shall also be a material default.

14. Miscellaneous

14.1. District's Option to Terminate

In addition to the other remedies available to the District under this Contract, the District shall have the right to terminate this Contract, with or without cause, for any reason. This option may be exercised by the District with delivery to the Contractor of ninety (90) calendar days' written notice of the District's intent to terminate. If a termination for default is determined not to be proper, the termination shall automatically become a proper termination for convenience, effective on the date of the original notice of termination.

The Contractor may, at any time, terminate this contract for Contractor's convenience. Such termination shall be accomplished by written notice to the District no less than 240 calendar days before the effective date. Contractor agrees that the effective date of cancellation will not precede the end of the calendar school year in the school year in which the notice is given. Contractor retains all contractual rights and obligations during the period from the date of notice through the date of termination.

14.2. Force Majeure

Except as provided in paragraph 14.2.1.1., force majeure shall not excuse breach of this Contract.

14.2.1. Contractor

14.2.1.1. The Contractor shall be partially or wholly excused from performance under the Contract when, as determined by the District, the Contractor is prevented from performance by:

- a. Riot or civil disturbance;
- b. Flood, earthquake, or other calamity of nature;
- c. Governmental act (other than act of the District);
- d. Strike or other labor strife by persons with whom the Contractor deals with substantially impairs the Contractor's ability to perform the Contract, and over whom the Contractor has no control.

14.2.1.2. No compensation shall be paid to the Contractor for any nonperformance excused under paragraph 14.2.1.1.

14.2.1.3. Nothing in paragraph 14.2.1.1. excuses the Contractor's failure to perform by reason of strike or other labor strife involving the Contractor's own employees.

14.2.2. District

14.2.2.1. The District shall be partially or wholly excused from performance under the Contract when, as determined by the District, the District is prevented from performance by:

- a. Riot or civil disturbance;
- b. Flood, earthquake, or other calamity of nature;
- c. Governmental act, including governmental taking of school facilities for any purpose;
- d. Strike or other labor strife, whether involving employees of the District or employees of persons with whom the District deals, which substantially impairs the District's ability to perform;

14.2.2.2. Failure of Funding

The District shall be excused from performance under the Contract if funds for transportation reimbursement are not available from the Department.

14.3. Contract Amendments

14.3.1. The services described in this Contract are part of a program supervised by the Department. The Contractor recognizes and agrees that the Department has certain rights with regard to the Contract which may include the right to unilaterally amend the Contract or the right to require the District to unilaterally amend or cancel the Contract. Accordingly, the Contractor agrees that the District may unilaterally amend or cancel the Contract at the instructions of the Department. If, in the District's judgment there are changes in the transportation service requirements, or if there is a lack of adequate student transportation funds to support certain transportation services, the Contractor agrees that the District may unilaterally amend this Contract to adjust services to a level supported by that reduced funding.

14.3.2. If at any time it becomes apparent that one (1) or more provisions of the Contract are in conflict with federal law or Alaska law or with the duly promulgated regulations of the Department as now existing or as amended over the life of the Contract, the Contractor agrees to be bound by any changes that the District may make to the Contract to bring the Contract into compliance with applicable statutes and regulations.

14.4. Prohibition on Assignment

14.4.1. Assignment

For the purposes of this Contract, no duty or benefit under the Contract may be assigned, transferred, or otherwise conveyed to any other person without the prior, written approval of the District.

14.4.2. Subcontract

For the purposes of this Contract, any subcontract of all or part of the duties and benefits of the Contractor under the Contract shall be treated as an assignment and is subject to the restrictions on assignment set out in this Contract.

14.4.3. Acquisitions

In the event the Contractor is acquired by another firm by merger or otherwise, the District reserves the right to terminate this Contract, at its sole discretion, at the end of the current school year in which the acquisition is made. If the District chooses not to exercise this right, the acquiring firm shall continue to provide the services in accordance with the existing terms and conditions of this Contract.

14.5. 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.

14.6. Contractor Not District's Agent

The Contractor is not the agent of the District. Rather, the Contractor is a nonagent, independent Contractor to the District, who has contracted to deliver the services described in the Contract. The Contractor shall have no authority—express, implied or apparent—to bind the District to any contract or to any duty. The Contractor is not a fiduciary to the District. The Contractor specifically covenants that it shall not represent to any person that it is an agent of the District.

14.7. Time of Essence

Time is of the essence in the Contract and every aspect of it.

14.8. Risk of Changes in Law

The District and the Contractor recognize that there is a risk that the law governing the services required to be performed under this Contract shall change over the life of the Contract. The Contractor agrees to assume the risk of such changes of law and assumes exclusive responsibility for conforming the Contractor's performance under this Contract and any amendment to this Contract to the statutes, regulations, and policies of the United States, the state of Alaska, the Kenai Peninsula Borough, and the cities located therein, as those statutes, regulations and policies may be amended from time to time. Changes in the regulations and policies of the District imposing additional cost on the Contractor shall be exempt from this section, except that where the District has changed its regulations or policies in response to requirements of the United States or the state of Alaska this section shall apply.

14.9. Reduction in Funding

This Contract is conditional on reimbursement from the Department, and any shortfall in funds to be reimbursed to the District may result in a reduction of services, proportional reductions in the Contract price, or termination pursuant to paragraph 14.1.

Section II
Statement of Work
Service Areas: Special Terms and Conditions

1. Service Area I (Central Peninsula Area)

1.1. Service Area I Regular Education

1.1.1. Service Area Description

Service Area I includes all schools, public and private, in the following communities: Kasilof, Kenai, Nikiski, Soldotna and Sterling. School attendance boundaries for all schools can be found on the Kenai Peninsula Borough School District web site at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=276&terms=boundaries>

The service area boundaries may or may not change before the beginning of the 2012–2013 school year or during the life of the Contract. The schools served may increase or decrease as District needs dictate. For the 2012–2013 school year, one school in Area I shall not require regular education transportation service: Aurora Borealis Charter School.

1.1.2. Service to Be Provided

Transportation shall be required for all students identified as eligible by the District for transportation from/to designated pickup or drop locations, designated attendance centers or program locations, and other school-related learning experience sites for which participation is inherent in the students’ educational programs. Individual attendance center/program location start and dismissal times may vary from year to year as the District directs.

1.1.3. Route Configuration

1.1.3.1. Currently, bus runs are linked to provide for a double-tiered routing system. For the 2012–2017 Contract term, some bus routes may be triple tiered. Single-tiered bus routes consist of bus runs which cannot be linked due to the length of the routes in terms of time and mileage or the unavailability of a compatible bus run link. Double shifting of schools or the opening of new schools shall increase the number of double and triple-tiered bus routes. In the interest of improving the efficiency of the transportation routing system, additional tiers may be added where possible during the term of the Contract. The District shall direct the specific configuration of route runs and segments utilized to make a complete route.

1.1.3.2. Shuttles with other routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the District shall have the option of utilizing “multi-use” route segments (or block of time for such) or whatever number of available runs are “open” for utilization for other programs as necessary. If special education routes can be utilized in

regular education routes, and/or other programs including but not limited to kindergarten, gifted, job site and vocational, such routes may be required to do so if the District directs.

- 1.1.3.3. Midday service shall be provided for students enrolled in some programs. If midday service is required, buses may not operate every day. Times and number of days per week for midday routes may vary from year to year as the District directs. For the 2012–2013 school year, the District may provide midday service between Soldotna High School and Skyview High School, between Nikiski High School and Kenai Central High/Kenai Alternative High Schools, or between other schools and program locations.

1.1.4. Compensation

- 1.1.4.1. Compensation for required regular routes shall be paid on the basis of cost per bus per day. All regular routes in Service Area I shall be paid the same daily rate regardless of the number of attendance centers or programs served on a single day. In scheduling of the routes, the District shall have the option of utilizing “multi-use” route segments or whatever number of available runs is “open” for utilization for other programs as necessary.

- 1.1.4.2. **Bids shall be submitted for a fixed rate per bus, per day, for a total of thirty-six (36) required route buses for Service Area I. The daily rate shall include fuel costs.**

Note: For Contract years 2012–2017, Ninilchik School has been moved from Service Area I to Service Area II.

1.1.5. Estimated Live Mileage

- 1.1.5.1. It is anticipated that the maximum live mileage incurred on regular education routes should not exceed one hundred and twenty (120) live miles per route, per day average; however, the average daily live mileage per regular education route is anticipated to be approximately sixty-five (65) live miles per bus per day. Total live mileage for all thirty-six (36) buses should not exceed two thousand two hundred and fifty (2,250) live miles per day. This estimate is based upon mileage figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal.

- 1.1.5.2. No additional compensation shall be paid for additional mileage incurred on individual buses during the life of the Contract. These estimates have been provided for informational purposes.

1.1.6. Estimated Live Time

The total live-time hours for all routes daily is anticipated to be approximately five and one-half (5.5) hours per day average, or less, with a maximum of six and one-half (6.5) hours per day anticipated. This estimate is based upon figures reported by the 2011–2012

Contractor for similar service to that specified in this proposal. These estimates have been provided for informational purposes.

1.1.7. Vehicle Specifications, Regular Education Routes (**36 Route Buses and 4 Spare Buses**)

1.1.7.1. Twenty-nine (29) Type C or Type D buses with minimum passenger capacity of at least seventy-two (72) elementary students.

1.1.7.2. Ten (10) Type C or Type D buses with minimum passenger capacity of at least eighty-four (84) elementary students.

1.1.7.3. One (1) Type C or Type D buses with minimum passenger capacity of at least eighty-four (84) elementary students.

1.1.7.3.1. Side-lift elevator capable of lifting at least 800 lbs.

1.1.7.3.2. “L” track system installed to allow for maximum flexibility for seating and wheelchair securement.

1.1.7.3.3. Up to four (4) forward-facing wheelchair hold-down and tie-down system components.

1.1.7.4. All buses shall be delivered fully seated.

1.1.7.5. Seat size shall be thirty-nine (39) inches.

1.1.8. Anticipated schools to be served, approximate number of buses needed at each school, and tentative starting times and dismissal times for the first year are shown in the following chart.

Schools Served	Approximate Bus Utilization to Serve Each School	Area Served	Approximate Starting Time	Approximate Dismissal Time
Soldotna High/Soldotna Middle	6	Soldotna, Sterling	7:50 a.m.	2:25 p.m.
Skyview High/Soldotna Middle Rivercity Academy	9	Soldotna, Sterling, Kasilof	7:50 a.m.	2:26 p.m.
Kalifornsky Beach Elementary	6	Soldotna	7:55 a.m.	2:25 p.m.
Soldotna Elem and Soldotna Montessori	4	Soldotna	8:40 a.m.	3:35 p.m.
Redoubt Elementary	3	Soldotna	8:45 a.m.	3:18 p.m.
Sterling Elementary	4	Sterling	8:55 a.m.	3:35 p.m.
Tustumena Elementary	4	Kasilof	9:00 a.m.	3:40 p.m.
Kenai High/Middle Middle Kenai Alternative	9	Kenai	7:45 a.m.	2:15 p.m.
Mountain View Elementary	9	Kenai	8:45 a.m.	3:25 p.m.
Kaleidoscope Charter	3	Kenai	9:10 a.m.	3:40 p.m.
Aurora Borealis Charter	0	No Transport	8:00 a.m.	2:45 p.m.
Nikiski High/Middle	6	Nikiski	7:40 a.m.	2:15 p.m.
Nikiski North Star Elementary	6	Nikiski	8:55 a.m.	3:30 p.m.

1.1.9. Extracurricular/Activity/Charter

The extracurricular/activity/charter transportation rates submitted with this proposal shall include rates for buses within a specified radius of a school (short-haul buses) and long-haul buses (buses used outside the specified radius). **The distance or time factor for establishing these rates shall be measured from barn/parkout to barn/parkout or from the current location of the bus to be used, whichever is least expensive.** The hourly rate shall not include fuel charges. The cost of fuel shall be listed as a separate line item, and a receipt must be included with the final invoice. The minimum for driver call-out time and the minimum for trip billing time shall be included. Per diem, meal charges, layover time, and lodging charges shall be noted.

1.2. Service Area I Special Education (Central Peninsula)

1.2.1. Service Area Description

Service Area I includes all schools, public and private, in the following communities: Kasilof, Kenai, Nikiski, Soldotna, and Sterling. School attendance boundaries for all schools can be found on the Kenai Peninsula Borough School District web site at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=276&terms=boundaries>

The service area boundaries may or may not change before the beginning of the 2012–2013 school year or during the life of the Contract. Some routes may travel to program centers located outside of students’ normal attendance boundaries; for example, students from Kenai may be bused to a Soldotna-area school based on the students’ program needs. The schools served may increase or decrease as District needs dictate.

1.2.2. Service to Be Provided

1.2.2.1. Transportation shall be required for all students identified as eligible by the District for transportation from/to designated pickup or drop locations, designated attendance centers, program locations, and other school-related learning experience sites for which for which participation is inherent in the students’ educational programs or is noted by individual education plan (IEP) or 504 plan.

The Contractor does not have the right to determine or limit who rides on special education buses. In addition to students with I.E.P.-related transportation services or 504 plans, riders may include regular education students from areas not served by regular education buses, companion riders of special education students, and students needing transport under various District-administered programs including but not limited to NCLB, McKinney-Vento Homeless Assistance, federal grants, credit recovery, dual college/high school credit, vocational education job or work site experiences, student participation in community/living skill practice, and other programs deemed appropriate by the District.

1.2.2.2. Individual attendance center/program locations and start/dismissal times shall vary from year to year as the District directs.

1.2.3. Route Configuration

- 1.2.3.1. Special education buses generally shall operate on a portal-to-portal basis; that is, from a pick-up/discharge point usually at the student's residence and a discharge/pick-up point usually at the student's attendance center.
- 1.2.3.2. Shuttles with other special education routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the District shall have the option of utilizing "multi-use" route segments (or block of time for such) or whatever number of available runs are "open" for utilization for other programs as necessary. If special education routes can be utilized in regular education routes, and/or other programs including but not limited to kindergarten, gifted, job site and vocational, such routes may be required to do so if the District directs.
- 1.2.3.3. Midday service shall be provided for students enrolled in some programs. If midday service is required, buses may not operate every day. Times and number of days per week for midday routes may vary from year to year as the District directs.

1.2.4. Compensation

- 1.2.4.1. Compensation for required special education routes shall be paid on the basis of cost per bus per day. All special education routes in Service Area I shall be paid the same daily rate regardless of the number of attendance centers or programs served on a single day.
- 1.2.4.2. **Bids shall be submitted for a fixed rate, per bus, per day, for fifteen (15) required route buses for Service Area I. The daily rate shall include fuel costs.**

1.2.5. Estimated Live Mileage

- 1.2.5.1. It is anticipated that the maximum live mileage incurred on special education routes should not exceed two hundred (200) live miles per route, per day average; however, the average daily live mileage per special education route is anticipated to be approximately one hundred (100) live miles per bus per day. Total live mileage for all fifteen (15) buses should not exceed one thousand, five hundred (1,500) miles per day. This estimate is based upon mileage figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal.
- 1.2.5.2. No additional compensation shall be paid for additional mileage incurred on individual buses during the life of the Contract. These estimates have been provided for informational purposes.

1.2.6. Estimated Live Time

The total live-time hours for all routes daily is anticipated to be approximately seven and one-half (7.5) hours per day average, or less, with a maximum of nine (9) hours per day anticipated. This estimate is based upon figures reported by the 2011–2012 Contractor for

similar service to that specified in this proposal. These estimates have been provided for informational purposes.

1.2.7. Vehicle Specifications, Special Education Routes (**15 Route Buses and 3 Spare Buses**)

1.2.7.1. Eight (8) Types A or Type C buses with minimum passenger capacity of at least thirty (30) elementary students equipped as follows:

1.2.7.1.1. Side-lift elevator capable of lifting at least 800 lbs.

1.2.7.1.2. Seating for full-rated capacity, 39" bench.

1.2.7.1.3. "L" track system installed to allow for maximum flexibility for seating and wheelchair securement.

1.2.7.1.4. Three (3) forward-facing wheelchair hold-down and wheelchair tie-down system components.

1.2.7.1.5. One prone position station, to be fitted if and when needed.

1.2.7.1.6. Oxygen transport compliant if and when needed.

1.2.7.1.7. Belt cutter.

1.2.7.2. Ten (10) Type C or Type D buses with minimum passenger capacity of at least forty-two (42) elementary students equipped as in paragraph 1.2.7.1. above.

1.2.8. All vehicles used for the Contract shall be type and size as specified. If additional vehicles shall be added during the Contract period, the District shall specify the size and type of vehicle to be used. The District, with the Contractor, shall negotiate specialized types of vehicles or equipment required if the vehicle or equipment requested exceeds the original specifications.

2. Service Area II (Homer Area)

2.1. Service Area II Regular Education

2.1.1. Service Area Description

Service Area II includes all schools, public and private, in the following communities: Kachemak-Selo, Voznesenka, Razdolna, McNeil Canyon, Homer, Nikolaevsk, Anchor Point, and Ninilchik. School attendance boundaries for all schools can be found on the Kenai Peninsula Borough School District web site at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=276&terms=boundaries>

The service area boundaries may or may not change before the beginning of the 2012–2013 school year or during the life of the Contract. The schools served may increase or decrease as District needs dictate. For the 2012–2013 school year, the following schools

in Area II shall not require transportation service: Kachemak-Selo, Voznesenka, Razdolna, and Nikolaevsk.

2.1.2. Service to Be Provided

Transportation shall be required for all students identified as eligible by the District for transportation from/to designated pickup or drop locations, designated attendance centers, or program locations, and other school-related learning experience sites for which participation is inherent in the students' educational programs. Individual attendance center/program location start and dismissal times may vary from year to year as the District directs.

2.1.3. Route Configuration

2.1.3.1. Currently, bus runs are single-tiered. For the 2012–2017 Contract term, bus routes shall be double or triple tiered. Single-tiered bus routes consist of bus runs which cannot be linked due to the length of the routes in terms of time and mileage or the unavailability of a compatible bus run link. Double shifting of schools or the opening of new schools shall increase the number of double and triple-tiered bus routes. In the interest of improving the efficiency of the transportation routing system, additional tiers may be added where possible during the term of the Contract. The District shall direct the specific configuration of route runs and segments utilized to make a complete route.

2.1.3.2. Shuttles with other routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the District shall have the option of utilizing “multi-use” route segments (or block of time for such) or whatever number of available runs are “open” for utilization for other programs as necessary. If special education routes can be utilized in regular education routes, and/or other programs including but not limited to kindergarten, gifted, job site and vocational, such routes may be required to do so if the District directs.

2.1.3.3. Midday service shall be provided for students enrolled in some programs. If midday service is required, buses may not operate every day. Times and number of days per week for midday routes may vary from year to year as the District directs.

2.1.4. Compensation

2.1.4.1. Compensation for required regular routes shall be paid on the basis of cost per bus per day. All regular routes in Service Area II shall be paid the same daily rate regardless of the number of attendance centers or programs served on a single day. In scheduling of the routes, the District shall have the option of utilizing “multi-use” route segments or whatever number of available runs is “open” for utilization for other programs as necessary.

2.1.4.2. **Bids shall be submitted for a fixed rate per bus, per day, for a total of ten (10) required route buses for Service Area II. The daily rate shall include fuel costs.**

Note: during Contract years of 2006–2012, Homer area routes were single tiered. A total of twelve (12) buses were used for regular education transportation. For Contract years 2012–2017, Homer-area routes shall be double tiered, and Ninilchik School shall be moved from Service Area I to Service Area II. It is the District’s best estimate that, for the 2012–2013 school year, only ten (10) buses shall be required for regular education transportation in Service Area II, which now includes Ninilchik School.

2.1.5. Estimated Live Mileage

2.1.5.1. It is anticipated that the maximum live mileage incurred on regular education routes should not exceed one hundred and thirty-five (135) live miles per route, per day average; however, the average daily live mileage per regular education route per day is anticipated to be approximately eighty (80) live miles per bus per day. Total live mileage for all ten (10) buses should not exceed nine hundred (900) live miles per day. This estimate is based upon mileage figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal and the District’s estimate for reconfigured service for the 2012–2013 school year.

2.1.5.2. No additional compensation shall be paid for additional mileage incurred on individual buses during the life of the Contract. These estimates have been provided for informational purposes.

2.1.6. Estimated Live Time

The total live-time hours for all routes daily is anticipated to be approximately five (5) hours per day average, or less, with a maximum of six (6) hours per day anticipated. This estimate is based upon figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal and the District’s estimate for reconfigured service for the 2012–2013 school year. These estimates have been provided for informational purposes.

2.1.7. Vehicle Specifications, Regular Education Routes (**10 Route Buses and 2 Spare Buses**)

2.1.7.1. Nine (9) Type C or Type D buses with minimum passenger capacity of at least seventy-two (72) elementary students.

2.1.7.2. Two (2) Type C or Type D bus with minimum passenger capacity of at least eighty-four (84) elementary students.

2.1.7.3. One (1) Type C or Type D bus with minimum passenger capacity of at least eighty-four (84) elementary students.

2.1.7.3.1. Side-lift elevator capable of lifting at least 800 lbs.

2.1.7.3.2. “L” track system installed to allow for maximum flexibility for seating and wheelchair securement.

2.1.7.3.3. Up to four (4) forward-facing wheelchair hold-down and tie-down system components.

2.1.7.4. All buses shall be delivered fully seated.

2.1.7.5. Seat size shall be thirty-nine (39) inches.

2.1.8. Anticipated schools to be served, approximate number of buses needed at each school, and tentative starting times and dismissal times for the first year are shown in the following chart.

Schools Served	Approximate Bus Utilization to Serve Each School	Area Served	Approximate Starting Time	Approximate Dismissal Time
Homer High	7	McNeil Canyon, Homer, Anchor Point	7:50 a.m.	2:30 p.m.
Homer Middle	7	McNeil Canyon, Homer, Anchor Point	7:40 a.m.	2:15 p.m.
McNeil Canyon Elementary	2	McNeil Canyon	9:00 a.m.	3:30 p.m.
Paul Banks Elementary, Fireweed Academy Annex	5	Homer	8:45 a.m.	3:30 p.m.
West Homer Elementary, Fireweed Academy	5	Homer	9:00 a.m.	3:45 a.m.
Chapman School	2	Anchor Point	9:00 a.m.	3:30 p.m.
Ninilchik School	3	Ninilchik	7:50 a.m.	2:30 p.m.
Kachemak Selo, Voznesenka, Razdolna and Nikolaevsk	0	No Transport		

2.1.9. Extracurricular/Activity/Charter

The extracurricular/activity/charter transportation rates submitted with this proposal shall include rates for buses within a specified radius of a school (short-haul buses) and long-haul buses (buses used outside the specified radius). **The distance or time factor for establishing these rates shall be measured from barn/parkout to barn/parkout or from the current location of the bus to be used, whichever is least expensive.** The hourly rate shall not include fuel charges. The cost of fuel shall be listed as a separate line item, and a receipt must be included with the final invoice. The minimum for driver call-out time and the minimum for trip billing time shall be included. Per diem, meal charges, layover time, and lodging charges shall be noted.

2.2. Service Area II Special Education (Homer Area)

2.2.1. Service Area Description

Service Area II includes all schools, public and private, in the following communities: Kachemak-Selo, Voznesenka, Razdolna, McNeil Canyon, Homer, Nikolaevsk, Anchor Point, and Ninilchik. School attendance boundaries for all schools can be found on the Kenai Peninsula Borough School District web site at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=276&terms=boundaries>

The service area boundaries may or may not change before the beginning of the 2012–2013 school year or during the life of the Contract. The schools served may increase or decrease as District needs dictate. Some routes may travel to program centers located outside of students’ normal attendance boundaries; for example, students from Nikolaevsk may be bused to a Homer-area school based on the students’ program needs.

2.2.2. Service to Be Provided

2.2.2.1. Transportation shall be required for all students identified as eligible by the District for transportation from/to designated pickup or drop locations, designated attendance centers, program locations, and other school-related learning experience sites for which participation is inherent in the students’ educational programs or is noted by individual education plan (IEP) or 504 plan.

The Contractor does not have the right to determine or limit who rides on special education buses. In addition to students with I.E.P.-related transportation services or 504 plans, riders may include regular education students from areas not served by regular education buses, companion riders of special education students, and students needing transport under various District-administered programs including but not limited to NCLB, McKinney-Vento Homeless Assistance, federal grants, credit recovery, dual college/high school credit, vocational education job or work site experiences, student participation in community/living skill practice, and other programs deemed appropriate by the District.

2.2.2.2. Individual attendance center/program locations and start/dismissal times shall vary from year to year as the District directs.

2.2.3. Route Configuration

2.2.3.1. Special education buses generally shall operate on a portal-to-portal basis; that is, from a pick-up/discharge point usually at the student’s residence and discharge/pick-up point usually at the student’s attendance center.

2.2.3.2. Shuttles with other special education routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the District shall have the option of utilizing “multi-use” route segments (or block of time for such) or whatever number of available runs are “open” for utilization for other programs as necessary. If special education routes can be utilized in regular education routes, and/or other programs including but not limited to kindergarten, gifted, job site and vocational, such routes may be required to do so if the District directs.

2.2.3.3. Midday service shall be provided for students enrolled in some programs. If midday service is required, buses may not operate every day. Times and number of days per week for midday routes may vary from year to year as the District directs.

2.2.4. Compensation

2.2.4.1. Compensation for required special education routes shall be paid on the basis of cost per bus per day. All special education routes in Service Area II shall be

paid the same daily rate regardless of the number of attendance centers or programs served on a single day.

2.2.4.2. **Bids shall be submitted for a fixed rate, per bus, per day, for three (3) required route buses for Service Area II. The daily rate shall include fuel costs.**

2.2.5. Estimated Live Miles

2.2.5.1. It is anticipated that the maximum live mileage incurred on special education routes should not exceed one hundred (125) live miles per route, per day average; however, the average daily live mileage per special education route is anticipated to be approximately seventy-five (75) live miles per bus per day. Total live mileage for all three (3) buses should be two hundred and fifty (250) live miles per day. This estimate is based upon mileage figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal.

2.2.5.2. No additional compensation shall be paid for additional mileage incurred on individual buses during the life of the Contract. These estimates have been provided for informational purposes.

2.2.6. Estimated Live Time

The total live-time hours for all routes daily is anticipated to be approximately five and one-half (5.5) hours per day average, or less, with a maximum of eight (8) hours per day anticipated. This estimate is based upon figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal. These estimates have been provided for informational purposes.

2.2.7. Vehicle Specifications, Special Education Routes (**3 Route Buses and 1 Spare Bus**)

Four (4) **all-wheel drive** Type A or Type C buses with minimum passenger capacity of at least thirty (30) elementary students equipped as follows:

2.2.7.1. Side-lift elevator capable of lifting at least 800 lbs.

2.2.7.2. Seating for full-rated capacity, 39” bench.

2.2.7.3. “L” track system installed to allow for maximum flexibility for seating and wheelchair securement.

2.2.7.4. Three (3) forward-facing wheelchair hold-down and wheelchair tie-down system components.

2.2.7.5. One prone position station, to be fitted if and when needed.

2.2.7.6. Oxygen transport compliant if and when needed.

2.2.7.7. Belt cutter.

- 2.2.8. All vehicles used for the Contract shall be type and size as specified. If additional vehicles shall be added during the Contract period, the District shall specify the size and type of vehicle to be used. The District, with the Contractor, shall negotiate specialized types of vehicles or equipment required if the vehicle or equipment requested exceeds the original specifications.

3. Service Area III (Seward and Moose Pass)

3.1. Service Area III Regular Education

3.1.1. Service Area Description

Service Area III includes all schools, public and private, in the following communities: Seward, Moose Pass, and Cooper Landing. School attendance boundaries for all schools can be found on the Kenai Peninsula Borough School District web site at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=276&terms=boundaries>

The service area boundaries may or may not change before the beginning of the 2012–2013 school year or during the life of the Contract. The schools served may increase or decrease as District needs dictate. For the 2012–2013 school year, one school in Area III shall not require transportation services: Cooper Landing.

3.1.2. Service to Be Provided

Transportation shall be required for all students identified as eligible by the District for transportation from/to designated pickup or drop locations, designated attendance centers, or program locations, and other school-related learning experience sites for which school participation is inherent in the students’ educational programs. Individual attendance center/program location start and dismissal times may vary from year to year as the District directs.

3.1.3. Route Configuration

3.1.3.1. Currently, bus runs are linked to provide for a modified, single-tiered routing system. For the 2012–2017 Contract term, at least one bus route, and possibly more, shall be double tiered. Single-tiered bus routes consist of bus runs which cannot be linked due to the length of the routes in terms of time and mileage or the unavailability of a compatible bus run link. Double shifting of schools or the opening of new schools shall increase the number of double and triple-tiered bus routes. In the interest of improving the efficiency of the transportation routing system, additional tiers may be added where possible during the term of the Contract. The District shall direct the specific configuration of route runs and segments utilized to make a complete route.

3.1.3.2. Shuttles with other routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the District shall have the option of utilizing “multi-use” route segments (or block of time for such) or whatever number of available runs are “open” for utilization for

other programs as necessary. If special education routes can be utilized in regular education routes, and/or other programs including but not limited to kindergarten, gifted, job site and vocational, such routes may be required to do so if the District directs.

3.1.3.3. Midday service shall be provided for students enrolled in some programs. If midday service is required, buses may not operate every day. Times and number of days per week for midday routes may vary from year to year as the District directs.

3.1.4. Compensation

3.1.4.1. Compensation for required regular routes shall be paid on the basis of cost per bus per day. All regular routes in Service Area III shall be paid the same daily rate regardless of the number of attendance centers or programs served on a single day. In scheduling of the routes, the District shall have the option of utilizing “multi-use” route segments or whatever number of available runs is “open” for utilization for other programs as necessary.

3.1.4.2. **Bids shall be submitted for a fixed rate per bus, per day, for a total of five (5) required route buses for Service Area III. The daily rate shall include fuel costs.**

3.1.5. Estimated Live Mileage

3.1.5.1. It is anticipated that the maximum live mileage incurred on regular education routes should not exceed ninety-five (95) live miles per route, per day average; however, the average daily live mileage per regular education route is anticipated to be approximately forty-five (45) live miles per bus per day. Total live mileage for all five (5) buses should not exceed two hundred and twenty-five (225) miles per day. This estimate is based upon mileage figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal.

3.1.5.2. No additional compensation shall be paid for additional mileage incurred on individual buses during the life of the Contract. These estimates have been provided for informational purposes.

3.1.6. Estimated Live Time

The total live-time hours for all routes daily is anticipated to be approximately four (4) hours per day average, or less, with a maximum of five (5) hours per day anticipated. This estimate is based upon figures reported by the 2011–2012 Contractor and the District’s estimate for reconfigured service for the 2012–2013 school year. These estimates have been provided for informational purposes.

3.1.7. Vehicle Specifications, Regular Education Routes (**5 Route Buses and 1 Spare Bus**)

3.1.7.1. One (1) Type C or Type D buses with minimum passenger capacity of at least forty-two (42) elementary students.

- 3.1.7.2. Five (5) Type C or Type D buses with minimum passenger capacity of at least eighty-four (84) elementary students.
- 3.1.7.3. All buses shall be delivered fully seated.
- 3.1.7.4. Seat size shall be thirty-nine (39) inches.
- 3.1.8. Anticipated schools to be served, approximate number of buses needed at each school, and tentative starting times and dismissal times for the first year are shown in the following chart.

Schools Served	Approximate Bus Utilization to Serve Each School	Area Served	Approximate Starting Time	Approximate Dismissal Time
Seward High Seward Middle Seward Elementary	5	Seward and Moose Pass	7:50 a.m. 7:50 a.m. 8:00 a.m.	2:20 p.m. 2:20 p.m. 3:00 p.m.
Moose Pass Elementary	1	Moose Pass	9:00 a.m.	3:30 p.m.
Cooper Landing	0	No Transport		

3.1.9. The Extracurricular/Activity/Charter

The extracurricular/activity/charter transportation rates submitted with this proposal shall include rates for buses within a specified radius of a school (short-haul buses) and long-haul buses (buses used outside the specified radius). **The distance or time factor for establishing these rates shall be measured from barn/parkout to barn/parkout or from the current location of the bus to be used, whichever is least expensive.** The hourly rate shall not include fuel charges. The cost of fuel shall be listed as a separate line item, and a receipt must be included with the final invoice. The minimum for driver call-out time and the minimum for trip billing time shall be included. Per diem, meal charges, layover time, and lodging charges shall be noted.

3.2. Service Area III Special Education (Seward and Moose Pass)

3.2.1. Service Area Description

Service Area III includes all schools, public and private, in the following communities: Seward, Moose Pass, and Cooper Landing. School attendance boundaries for all schools can be found on the Kenai Peninsula Borough School District web site at:

<http://www.kpbsd.k12.ak.us/departments.aspx?id=276&terms=boundaries>

The service area boundaries may or may not change before the beginning of the 2012–2013 school year or during the life of the Contract. The schools served may increase or decrease as District needs dictate. For the 2012–2013 school year, one school in Area III may not require transportation services: Cooper Landing.

3.2.2. Service to Be Provided

- 3.2.2.1. Transportation shall be required for all students identified as eligible by the District for transportation from/to designated pickup or drop locations, designated attendance centers, program locations, and other school-related learning experience sites for which participation is inherent in the students' educational programs or is noted by individual education plan (IEP) or 504 plan.

The Contractor does not have the right to determine or limit who rides on special education buses. In addition to students with I.E.P.-related transportation services or 504 plans, riders may include regular education students from areas not served by regular education buses, companion riders of special education students, and students needing transport under various District-administered programs including but not limited to NCLB, McKinney-Vento Homeless Assistance, federal grants, credit recovery, dual college/high school credit, vocational education job or work site experiences, student participation in community/living skill practice, and other programs deemed appropriate by the District.

- 3.2.2.2. Individual attendance center/program locations and start/dismissal times shall vary from year to year as the District directs.

3.2.3. Route Configuration

- 3.2.3.1. Special education buses generally shall operate on a portal-to-portal basis; that is, from a pick-up/discharge point usually at the student's residence and discharge/pick-up point usually at the student's attendance center.

- 3.2.3.2. Shuttles with other special education routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the District shall have the option of utilizing "multi-use" route segments (or block of time for such) or whatever number of available runs are "open" for utilization for other programs as necessary. If special education routes can be utilized in regular education routes, and/or other programs including but not limited to kindergarten, gifted, job site and vocational, such routes may be required to do so if the District directs.

- 3.2.3.3. Midday service shall be provided for students enrolled in some programs. If midday service is required, buses may not operate every day. Times and number of days per week for midday routes may vary from year to year as the District directs.

3.2.4. Compensation

- 3.2.4.1. Compensation for required special education routes shall be paid on the basis of cost per bus per day. All special education routes in Service Area III shall be paid the same daily rate regardless of the number of attendance centers or programs served on a single day.

- 3.2.4.2. **Bids shall be submitted for a fixed rate, per bus, per day, for one (1) required route bus for Service Area III. The daily rate shall include fuel costs.**

3.2.5. Estimated Live Mileage

3.2.5.1. It is anticipated that the maximum live mileage incurred on the special education bus route should not exceed one hundred (100) live miles per route, per day, average; however, the average live mileage per special education route is anticipated to be approximately seventy-five (75) live miles per bus per day. Total live mileage for the one special education bus should not exceed one hundred (100) miles per day. This estimate is based upon mileage figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal.

3.2.5.2. No additional compensation shall be paid for additional mileage incurred on individual buses during the life of the Contract. These estimates have been provided for informational purposes.

3.2.6. Estimated Live Time

The total live-time hours for one route daily is anticipated to be approximately eight and one-half (8 1/2) hours per day average, or less, with a maximum of nine and one-half (9 1/2) hours per day anticipated. This estimate is based upon figures reported by the 2011–2012 Contractor for similar service to that specified in this proposal. These estimates have been provided for informational purposes.

3.2.7. Vehicle Specifications, Special Education Route (**1 Route Bus and 1 Spare Bus**)

Two (2) Type A or Type C buses with minimum passenger capacity of at least forty-two (42) elementary students equipped as follows:

3.2.7.1. Side-lift elevator capable of lifting at least 800 lbs.

3.2.7.2. Seating for full-rated capacity, 39” bench.

3.2.7.3. “L” track system installed to allow for maximum flexibility for seating and wheelchair securement.

3.2.7.4. Three (3) forward-facing wheelchair hold-down and wheelchair tie-down system components.

3.2.7.5. One prone position station, to be fitted if and when needed.

3.2.7.6. Oxygen transport compliant if and when needed.

3.2.7.7. Belt cutter.

3.2.8. All vehicles used for the Contract shall be type and size as specified. If additional vehicles shall be added during the Contract period, the District shall specify the size and type of vehicle to be used. The District, with the Contractor, shall negotiate specialized types of vehicles or equipment required if the vehicle or equipment requested exceeds the original specifications.

Section III
Pupil Transportation Services Contract

Between

Kenai Peninsula Borough School District
148 North Binkley Street
Soldotna, Alaska 99669

Hereinafter referred to as the District

And

_____, a corporation having a place of business at
(Name of Company)

(Address)

(Phone)

(Fax)

(Alaska Business License Number)

Hereinafter referred to as the Contractor.

Witnesseth That:

In consideration of the promises and mutual covenants and agreements herein contained, the parties hereto agree as follows:

Article

1. Superseding Effect

The Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under the Contract.

2. Contract Documents

The following shall be deemed a part of the Contract (together referred to as the Contract documents) and are hereby incorporated by reference:

- 2.1. Instructions to Proposers and Signature Page (General Instructions, General Conditions, Submittal Requirements, and Evaluation Criteria of this Pupil Transportation Services Contract (RFP 116-12));
- 2.2. Section III, Articles 1 through 16 of this Pupil Transportation Services Contract (RFP 116-12, Section III);
- 2.3. Section I, Statement of Work: General Contract Terms and Conditions (RFP 116-12, Section I);
- 2.4. Section II, Statement of Work: Service Areas Special Terms and Conditions (RFP 116-12, Section II);
- 2.5. Request for Proposal 116-12 and all addenda;
- 2.6. The Contractor's performance bond;
- 2.7. The Contractor's insurance policies;
- 2.8. The Contractor's proposal package upon which award was made, including but not limited to the Submittal Questionnaire and Checklist, all attachments and schedules included as part of the proposal package, and all additional submissions made by the Contractor during the review and award process;
- 2.9. All representations made by the Contractor during the review and award process.

3. Order of Precedence

The order of precedence that shall govern in the event of a conflict between the Contract documents is the order set forth in Article 2 above.

4. Scope of Work

The Contract shall constitute the basic agreement between the parties for the provision of reliable, safe, and uninterrupted pupil transportation services, pursuant to all terms and conditions of the Contract documents. The Contractor shall furnish all material, equipment, infrastructure, labor, and services necessary to perform the work associated with the provision of pupil transportation services, as set forth Section I, General Contract Terms and Conditions (hereinafter the "General Terms"), Section II, Service Areas Special Terms and Conditions (hereinafter the "Special Terms"), and Attachments, which will be specified in the final Contract document in accordance with the award (hereinafter the "Schedules") with respect to the following service areas:

Service Area I
Service Area II
Service Area III

The Contractor represents that it has obtained all the necessary information on conditions and circumstances that may affect its performance of the work and warrants that it has the methods and means to provide the transportation services required within the Contract, including infrastructure, facilities, equipment, capital, and staff for the entire term of the Contract and any extension term.

5. Period of Performance

- 5.1. The work to be accomplished under the Contract shall be performed during the period of July 1, 2012 through June 30, 2017.
- 5.2. Specific periods of performance, if any, and completion dates for specific Contract line items are set forth in the General Terms and Special Terms.

- 5.3. The District shall have the option to extend the term of this Contract upon mutual agreement of the District and the Contractor for up to five years. The parties agree that the compensation payable to the Contractor during any renewal term will be based on changes in the cost of fuel, wages, insurance, equipment costs, and other relevant items during the initial Contract term. All other terms and conditions of the Contract shall remain in full force and effect during the extension term.

6. Consideration of Payment

Payment will be in accordance with the terms specified in the General Terms, the Special Terms, and the Schedules.

7. Inspection and Acceptance

All work performed under the Contract shall be inspected and accepted in accordance with the provisions of the General Terms, Special Terms, and Schedules.

8. Rights Reserved

The District shall retain the right at all times, in addition to all other rights specified in the Contract Documents, to:

- 8.1. Direct the Contractor to operate in a new service area to accomplish the most effective overall routing and if in the best interest of the District.
- 8.2. Direct the Contractor to assume one (1) or more Special Education routes inside the service area(s) in which the Contractor is providing services.
- 8.3. Direct the Contractor to assume regular routes that are not presently in the Contractor's existing service area. Any added route(s) will be paid at the daily rate per bus as provided in the Special Terms and the Schedules.

Further, the parties agree that the Contractor is not granted exclusive rights to operate within the service area(s) in which the Contractor agrees to provide student transportation services, pursuant to the Contract, and that the District has the right to operate District buses or to direct and permit other contractors to operate in the Contractor's service area(s) at the discretion of the District.

9. Modifications

The District may, by written order to the Contractor, at any time during the term of the Contract and any extension term, make changes within the general scope of the work; and the Contractor agrees to perform such changed services. Increases or decreases for these changes typically shall be addressed through the daily rates. If such change increases or decreases the cost or time for providing the service, the parties, prior to performing the services, shall negotiate an equitable adjustment, which shall be appended to the Contract in writing. During the term of the Contract, unforeseen needs may arise calling for transportation services not specifically named in the Contract documents. The District and Contractor agree to negotiate transportation costs to address such unforeseen needs to the satisfaction of each.

No alteration, modification, or variation in the terms of the Contract shall be valid unless made in writing.

10. Limitation of Liability

In no event shall the District be liable for any indirect, consequential, incidental, lost profits, or similar expectancy damages arising out of the Contract. The District’s total obligation under the Contract is the consideration specified herein.

11. Unavailability of Funding

The District, at its sole discretion, may terminate or reduce the scope of the Contract if available funding is reduced for any reason.

12. Access and Retention of Records

The Contractor agrees to provide the District and its agents access to any records necessary to determine Contract compliance. The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of at least three (3) years after the completion date of the Contract or the conclusion of any claims, litigation, or exception relating to the Contract taken by the District or any third party.

13. Notices and Correspondence

All notices and correspondence shall be sent by either party to the other party, in all matters dealing with the Contract, to the following addresses:

To the District: Kenai Peninsula Borough School District
Assistant Superintendent, Instructional Support
148 North Binkley Street
Soldotna, AK 99669
(907) 262-5867 (fax)
(907) 714-8888 (telephone)

To the Contractor: _____

Or any other address provided prior written notice is given to the other party.

14. No Waiver

The failure of either party, in one or more instances, to enforce one or more of the terms or conditions of the Contract documents, or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

15. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the remainder hereof; and in any such event, this Contract shall be construed and interpreted in all respects as if such invalid or unenforceable provision were omitted.

16. Governing Law

The laws of the State of Alaska shall govern the Contract. The parties agree that any original action to enforce any provision of the Contract or to obtain any relief from or any remedy in connection with the Contract and the work performed hereunder shall be brought in the Third Judicial District, Kenai, Alaska.

17. Waiver of Fines, Penalties, Liquidations, Offsets and Holdbacks

The District agrees that it will not assess fines, penalties, setbacks, liquidations, holdbacks or any other financial penalties associated directly or indirectly to the delay in the delivery of the contractually required fleet and other capital investment purchases under this agreement until such time as all of the newly required buses and equipment are delivered to the Kenai location and placed in service by the Contractor. This waiver will include spare bus requirements, state inspection results, failures to provide required equipment, lack of video camera or inoperable camera, late buses due to equipment issues, breakdowns or any other issue either directly or indirectly related to not having the required equipment due to the late signing of this Contract. Upon approval and signature of this Contract by both parties, Contractor agrees to process orders and provide monthly updates on the status of all orders for new equipment required under this agreement. Contractor and District agree that this waiver will be in effect through January 31, 2013 or until the arrival of the new fleet, whichever occurs first, at which time this waiver will expire.

In Witness Whereof, the parties hereto have executed the Contract which is effective as of _____.

Kenai Peninsula Borough School District

Signature: _____
Dave Jones

Title: _____

Date: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ (name) as Assistant Superintendent of the Kenai Peninsula Borough School District.

(Name)
Notary Public for the State of Alaska

Commission Expiration Date

Contractor

(Name of Contractor)

Signature: _____
(Name of Individual Authorized to Bind Contractor)

Title: _____

Date: _____

The foregoing instrument was acknowledge before me this _____ day of _____, 2012, by _____ (name) as _____ (title) of _____.

(Name)
Notary Public for the State of _____

Commission Expiration Date