REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

Southwest Region School District

Manokotak, Alaska

GENERAL INSTRUCTIONS AND INFORMATION

Southwest Region School District hereby seeks competitive PROPOSALS for pupil transportation services as specified in this Request for Pupil Transportation Proposal and under the "Terms and Conditions" as described herein. It is understood by all interested parties responding to this proposal that this document IS a REQUEST FOR PUPIL TRANSPORTATION PROPOSAL and NOT an INVITATION TO BID.

The Southwest Region School District will contract for pupil transportation for all eligible students within the Manokotak area, as determined by the Superintendent of Schools. Pupil transportation services, as specified in this proposal will be for a period five (5) years beginning July 1, 2024 through June 30, 2030.

Qualified interested parties are hereby invited to submit proposals.

I. CONDITIONS OF SUBMITTAL

A All proposals shall be in writing upon the attached Pupil Transportation Proposal forms and any additional sheets needed. All items must be completed. The proposals must be emailed or enclosed in a sealed envelope addressed to the Southwest Region School District, Maintenance Department, P.O. Box 90, Dillingham, Alaska 99576 and marked **"Proposal for Pupil Transportation** Services". Proposals must be signed by an officer of the company authorized to enter into contracts on behalf of the company, and proof of such authority must accompany the proposal.

B. Proposals must be received in the Maintenance Department of the Southwest Region School District at 574 Kenny Wren Road, P. 0. Box 90, Dillingham, Alaska 99576, no later than 4:00 P.M. Alaska Standard Time, Thursday, February 29, 2024. Email may be used at tsault@swrsd.org or rfinkenbinder@swrsd.org . All proposals will be opened in public at that time in the Superintendent's Office of the Southwest Region School District. Postmarks and cancellation dates on proposals are deemed irrelevant and proposals received after the above-mentioned date and time will NOT be considered and will be returned unopened to the proposers. Arrival of the full, written and properly signed proposal in the Maintenance Department by that time is the responsibility of the Proposer. The District WILL NOT be responsible for proposals delivered by either Proposer, Postal Department, or any other means (1) to any location other than the Maintenance Department or (2) after proposal closing time. Proposals shall be considered firm in the form in which they are received. Changes or alterations in proposals, or withdrawals of proposals will not be permitted after 4:00 P.M., Thursday, February 29, 2024.

C. Amendments to the Request for Pupil Transportation Proposal by the District will be made by the maintenance director in written form.

D. Applicants certify, by submission of their proposal under this Request, they will not discriminate against the employee or applicant for employment because of race, color, religion, or national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood where the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

II. ACCEPTANCE & REJECTION OF PROPOSALS

A. The District reserves the right to request current audited financial statements, qualifications of management personnel, performance references, and other information the district believes is relevant. The Proposer agrees to provide the information within ten (10) working days of the request.

B. All proposals, as offered to the district, shall be irrevocable for ninety (90) days after the date on which the proposals are opened. The district will proceed with all reasonable dispatch to consider the proposals and award the business and contract.

C. The district shall certify a proposal as non-responsive if:

(1). The proposer fails to answer truthfully or answer completely all of the questions listed on the Responsiveness Questionnaire and Submittal Checklist Form attached and provide the required documentation.

(2). The proposal does not materially conform to the request for proposals.

(3). The proposal contains a material alteration or erasure which has not been initialed by the proposer.

(4). The proposer omits or is unwilling to provide services specified in the request for proposals.

D. The district may certify a proposal as non-responsive if:

(1). The proposer failed to render substantial performance of a pupil transportation contract with any school district in the state within the previous three (3) years.

(2). The district cannot assure itself that the proposer will provide the specified service. This assurance will be based on the information provided in the Responsiveness Questionnaire and Submittal Checklist Form and such additional information the district deems necessary to make a determination.

E. The district will review all proposals for conformity with all terms and conditions specified by the Request. Proposals will be reviewed by at least Superintendent, and Business Manager. The district reserves the right to ask the proposer for a justification of proposed rates and to assure itself that the proposer is able to provide the specified service. The district reserves the right to reject the proposals of firms that do not provide the above information within (10) working days of the request.

F. The following are the procedures the district shall use in choosing the proposer to whom it intends to award the contract

After proposals have been certified and petitions for reconsideration have been decided, the district shall offer the contract only to a proposer whose proposal has been certified as responsive, and shall offer the contract either

a. to the proposer whose responsive proposal contains the lowest dollar amount; or

b. to a proposer whose responsive proposal is within five percent (5%) of the responsive proposal with the lowest dollar amount if the proposer agrees to match the responsive proposal with the lowest dollar amount and the district determines that the offer to other than the low proposer is in the best interest of the district.

III. SUCCESSFUL PROPOSER

A. The successful proposer will be required to execute a tendered contract and to deliver the same to the district, together with proof of possession of the required licenses and insurance within ten (10) working days after such proposer has been notified that he/she has been awarded the contract. The successful proposer will submit the performance bond within twenty (20) working days of being notified of award of contract.

B. If the successful proposer does not have adequate equipment and/or facilities at the time of award of the contract, the proposer shall present the district with a notarized statement from an authorized dealer, manufacturer, corporation or individual, showing that all necessary equipment has been ordered. Equipment must be ordered within fourteen (14) working days after award of the contract. The statement will indicate that such equipment and/or facilities will be available at least by August 25, 2024.

IV. AGGRIEVED PROPOSER

Any aggrieved proposer may appeal to the district in writing for a hearing.

V. STATEMENT OF UNDERSTANDING

A. It is agreed by the proposer that during the life of the contract additional vehicles, route or extensions of routes may be necessary to serve increasing number of pupils. Proposers, therefore, agree by the submission of their proposal, that they will provide additional equipment meeting the same requirements as specified herein, during the life of the contract at the same proposed rate on the district's request. If additional vehicles are of a type for which a rate has not been proposed, the proposed rate will be equitably adjusted. It is also agreed and understood by the proposer that the district may delete vehicles at their (District's) option, and that in the event of such deletion, the Contractor's compensation shall be reduced accordingly.

B. It is understood and agreed by all proposers that the contents of these contract provisions, Service Area Specifications, all attachments, Pupil Transportation forms and contents of all forms shall be deemed a part of the Request for Pupil Transportation Proposal and Contract.

C. It is agreed by the proposer that the district has the right to any excess time and/or capacity on any bus on any route. Therefore, eligible students and mileage may be added at no additional cost to the district until the excess is depleted. New buses and/or routes will be added and compensated for at the rate established under the contract when additional service requested requires additional vehicles.

TERMS **AND** CONDITIONS

I. SCOPE OF SERVICE

A. The Contractor shall provide the necessary vehicles for the specific transportation services under the direct supervision of the Superintendent or designee.

B. The term of service is five (5) years beginning with the opening of 2024/2025 school year and ending with the 2029/2030 school year.

C. Transportation will be provided on all in-session school days when students attend school. The regular school year consists of a minimum of 170 school days and a maximum of 180 school days. School days are not consecutive.

D. The Contractor shall provide the specified transportation services as governed by Department of Education Regulations 4 AAC 27 and AS 14.09.

E. If requested by the District, the Contractor agrees to act as an agent for the district and collect a fare from pupils who reside one- and one-half miles or less from their attendance areas, but who are transported on regularly scheduled transportation routes. A method of accounting, control, and reporting will be established by the Contractor which is acceptable to the district and to the Department of Education.

F. The figures, number of days, location and number of students, number and mileage of routes and number and type of vehicles specified represent the district's current estimates of service requirements of the 2024/2025 school year. Submission of a proposal by the proposer shall be an admission of his/her understanding that these figures represent estimates only, and that said numbers and locations may change before the execution of the contract or during the term of the contract.

G. Transportation for field trips, and/or an activity bus route may be requested of the Contractor in addition to regular to-and-from home transportation services. Proposers will not include the cost of operating such activity transportation services as part of the cost of providing to-from school service. However, it is agreed that the cost of such activity transportation should reflect the cost of driver, cost of fuel and a 10% surcharge. The contractor agrees to meet with the Superintendent/Business Manager on a yearly basis to determine the activity transportation hourly fee for that school year.

II. SERVICE AREA SPECIFICATIONS

The district has one service area comprised of the Manokotak, Alaska road system. The figures, number of days, locations, number of students, number of daily miles, number and type of vehicles, number of routes specified and attendance centers specified in this Request represent the district's current estimates of service requirements of the 2024/2025 school year. Submission of a proposal by a proposer shall be an admission of understanding that these figures represent estimates only, and that said numbers, locations, routes mileages, number of vehicles, number of

students, attendance centers, and number of days may be changed before the execution of the contract or during the term of the contract.

Average Bus Mileage Per Round Trip to and from school = 1 daily route
After school tutoring bus trip from school to home = 1/2 daily rate
Average Daily Number of Pupils

III. COMPENSATION PROVISIONS

A. Compensation will be made to the Contractor on a single, daily vehicle rate basis as established and detailed in Service Area Specifications. All like vehicles will be paid at the same daily rate regardless of the number of routes or mileage a single vehicle may serve per day. The daily rate will apply to the vehicles specified in the original Proposal and to those added to service during the term of the contract. All routes and mileage are subject to revision by the district at any time.

The contract is conditional on reimbursement from the State Department of Education, and any shortfall in funds to be reimbursed to the district may result in a reduction of services and proportional reduction in the contract price.

B. The Contractor will not be paid for days when transportation services are not provided due to school closure, and other days that school is not in session due to teachers' conferences, staff in-service days, local, legal or proclaimed holidays.

C. The Contractor will not be paid for those days when transportation services are not rendered due to malfunction of equipment or lack of a driver, or any cause within control of the Contractor.

D. The Contractor will be paid only for the days when students attend school and transportation services are required.

E. Compensation shall be made to the Contractor on a monthly basis, within twenty (20) working days after receipt of the required monthly transportation report, unless the report submitted is in error or is not complete. This report is due in the District's Business Office within five (5) working days after the end of the school month. Inaccurate reports may cause a delay in payment.

F. Compensation is based on the satisfactory performance of the terms and provisions of this contract. Non-compliance or non-performance will result in liquidated damages being assessed based on the per-bus, per-day bid price, plus any resulting expenses to the district.

G. Compensation for the services described herein shall be adjusted during the second and each remaining year of the contract up or down to coincide with the average annual change in the January-to-January Anchorage Metropolitan Consumer Price Index for all Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. In no event, however, may the contract rate be increased by more than 6% over the rate of the previous year.

H. The Contractor will be compensated at the rate of forty percent (40%) of the vehicle rate for the remainder of the school year in which any vehicle is deleted. The Contractor will not be compensated for a vehicle deleted after the year in which the vehicle was deleted. When additional vehicles are required to provide services, the vehicle being compensated at 40% may be reassigned to service at the full, daily compensation. In the event the vehicle is reassigned the 40% compensation will be eliminated effective on the date the vehicle reconvenes transporting students.

IV. EQUIPMENT REQUIREMENTS

A. All school buses used under this contract, including all standby buses, must be equipped and operated under the provisions, current and subsequent, of the Minimum Standards for Alaska School Buses, and the National School Transportation Specifications and Procedures, 2015 Revised Edition. 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. In all cases where conflict occurs the more stringent provisions will apply.

B. The Contractor shall have one standby bus for use under this contract If a standby bus is unavailable twice during the term of this contract, the Contractor shall be required to obtain an additional standby bus. The standby bus must meet all provisions as detailed in Section **A.**

C. Vehicles used to carry out this contract will be included in a regular and preventive maintenance program throughout the duration of said contract. A maintenance file on each vehicle must be maintained and be available for inspection by the district at any time. The district has the right to order additional reasonable inspections.

D. If the Contractor does not have ample or adequate equipment available at the time that the proposal is submitted, the Contractor shall be required to furnish the district, within fourteen

(14) working days after the award of the contract, proof that the necessary equipment has been ordered and will be in operation by the beginning of the 2024/2025 school year.

E. The Contractor shall provide for twice annual safety inspections of all buses to be performed by the Alaska Department of Education or its designee. The district reserves the right to request additional Inspections as deemed necessary.

F. The Contractor shall be required to use tire chains, studded snow tires, or if previously approved in writing by the district, adequate substitutes when road conditions are hazardous, and the vehicle is carrying pupils. The Contractor shall adequately train all drivers in the use and mounting of tire chains and require that chains be used whenever road conditions warrant their use.

G. The Contractor acknowledges that during the life of the contract, routes may be adjusted necessitating addition, deletion or alteration of vehicle requirements and that the number and type of vehicles required the first year of the contract as specified in Service Area specifications is the district's best estimate. The actual number and type of vehicles required in the first and subsequent years of this contract may vary.

H. The passenger capacity of a pupil transportation vehicle shall be determined based on the manufacturer's rated capacity (13-inch seating space) for elementary school children (K-8) and two-thirds of the manufacturer's rated capacity for students in middle, junior high and high school. Passengers may not be permitted to stand when the school bus is underway.

I. No vehicle used will be older than ten (10) years during any year of the contract and standby buses may not be older than fifteen (15) years, unless written permission is given by the district, to the Contractor. This condition will be waived upon complete certification of the school bus made available to SWRSD.

J. All vehicles shall be equipped with an operable two-way radio or telephone. The Contractor will maintain a base station capable of reliably contacting each mobile unit anywhere on the route (UHF or VHF radio). Citizen Band Radios are not acceptable.

K. One of the buses must be equipped with an operable wheelchair lift.

V. FUEL ADJUSTMENT

The contractor will be responsible for the purchase of all fuel for buses used in providing pupil transportation services for the district.

A. The Bidders daily bus rate submitted shall be computed based on the number of gallons set forth using a base fuel rate based on the expected cost of fuel at the start of the contract per gallon. The base fuel cost shall exclude the cost of both state and federal fuels tax for fuel.

The exclusion of these taxes, in calculating the fuel base rate, shall remain in effect as long as the Contractor qualifies for tax-exempt status in the purchase of motor fuel products. The base fuel rate shall be subject to the escalation applied to the daily rate as outlined in section

B. Contractor is responsible for all costs for fuel storage and dispensing.

C. The Contractor is responsible for consistently purchasing fuel at the lowest cost possible. The district will verify the cost of fuel from time to time during the contract period. If it is determined that the Contractor has failed to purchase fuel at the lowest price, the low price determined by the district will be the basis for cost adjustment.

D. The Bidders daily bus rate submitted shall be adjusted on each monthly invoice quarterly report for the fuel base fuel rate. The adjustment will be based on the actual number of gallons used in performing routes under the contract not to exceed the number of gallons listed on Attachment #2 (fuel used for activities and field trips is not included). If the average purchase price of any fuel used during the month quarter exceeds ten (10) cents over the price identified as the base, the district shall, on a dollar-for-dollar basis, reimburse the Bidder the actual amount in excess of ten (10) cents per gallon of the base. If the average purchase price of any fuel used falls below the price identified as the base, Bidder shall credit the district on a dollar basis for the actual amount under the base.

E. Proof of fuel purchased and used in the performance of the contract shall be required on quarterly (end of March, June, September, and December) basis for all buses used under the contract. The Contractor shall submit with the quarterly reports bill invoices for fuel

purchased during the preceding month quarter along with documentation of the average price per gallon for fuel purchased that month quarter in a format acceptable to the district.

Any school bus or vehicle used for purposes other than services provided under the contract with the district must be broken out separately from the main fuel invoice and the documentation for costs for fuel associated specific to the other use must be provided. District reserves the right to approve or disapprove fuel costs related to a bus where costs are not broken out adequately.

VI. REPORTING REQUIREMENTS

A. Statement of Operations: At the close of each school year, but not later than July 14, the Contractor shall submit two (2) copies of a Statement of Operations for Commercial School Bus Contractors.

B. Alaska Business License: The Contractor must submit to the district a copy of his/her State of Alaska Business License at the beginning of the contract prior to providing transportation services, and by January 31 of each calendar year.

C. Certificate of Insurance: The Contractor must submit to the district a certificate of insurance from an insurance company authorized to do business in the State of Alaska which covers all vehicles to be operated under this contract with the District The insurance coverage must satisfy the minimum insurance requirements of the district as set forth in paragraph VIII - Liability and Insurance Requirements hereof and of the State of Alaska, DOE. The certificate must be received by the district prior to providing transportation services.

D. School Bus Inspection Reports: These reports must certify that all buses, including standby units, have passed semi-annual inspections by the Department of Education or their designee. Copies of these reports, and any reports on special inspections, are due in the Business Office within five (5) working days after inspections have been completed.

E. Accident Reports: The Contractor must report all pupil transportation vehicle accidents on forms prescribed by the Alaska Department of Public Safety. The Contractor must file a report with the Business Office on the appropriate DOE form within three (3) working days. Accidents that involve passenger injury will be reported to the Superintendent or designee immediately.

F. Evacuation Drills: The Contractor will certify, in writing, that three (3) emergency evacuation drills were conducted. The first drill must be held during the first three weeks of the school term. Certification is due to the Business Office within one (1) week after each drill.

G. Student Discipline Reports: Student conduct on the bus is the responsibility of the Contractor. The Contractor shall require drivers to provide discipline reports to school principals on the day of occurrence. The district reserves the right to request a written report if the situation deems it necessary.

H. Daily Reports: The Contractor shall require drivers to prepare daily route logs, with numbers of students transported on each route. The Contractor will submit a monthly compilation of the daily route statistics to the Business Office within five (5) working days after the end of the school month on forms provided by the district.

I. Bus Time and Mileage Schedules with Addendum Route Maps: These forms must be completed for each route at the beginning of each school year during the second (2"d) week of school and forwarded to the district by the end of the third (3rd) week of school. These forms must also be completed for each new route, or for a route that has been modified, and are due in the Business Office within one (1) week after the route has been modified or established.

J. Driver's Certification: The Contractor must certify annually, in writing to the Business Office, that all bus drivers were in possession of a Valid Alaska Bus Driver's Permit and Commercial Driver's License prior to and while transporting any pupils under this contract. This report shall be updated whenever the Contractor adds a new driver and prior to the driver assuming any driving responsibilities. An annual health certification by a medical doctor on a State of Alaska, Department of Motor Vehicles physical examination form is part of the requirement for obtaining the Alaska School Bus Driver's permit.

K. Driver Training: The Contractor will assure that all drivers applying for an initial Alaska School Bus Driver’s permit have completed a school bus driver training program, which meets or exceeds requirements of 4 AAC 27.200® - 240.

L. Miscellaneous Report: The Contractor may be required to submit other documentation and reports as specified by the district and/or State of Alaska Departments of Education, Public

Safety or other governmental agencies. If state reporting requirements change, the district reserves the right to change the Contractor's reporting requirements at no additional cost to the district.

The district may withhold payment to the Contractor if reports are not received on time.

VII. ROUTE SCHEDULING AND OPERATIONS

A. Pupil Transportation routes will be established by the district at the beginning of each school year. Routes may change as the student population shifts, increases or decreases. The district reserves the right to modify, extend, add or delete routes at any time during the contract.

B. Except in emergencies, persons other than school children shall not be transported on regular pupil transportation routes unless approved by the Superintendent or designee. Pupils living 1-1/2 miles or less from school may not be carried on any regular bus route without first obtaining approval from the Superintendent. Hazardous Transportation routes and eligible pupils will be approved and authorized by the Superintendent.

C. Pupils shall be transported in strict accordance with school time schedules as established by the district. As a general guideline, students are to be delivered to the schools no more than thirty (30) minutes prior to the school's starting time nor to be kept waiting more than fifteen (15) minutes after school dismissal time, except as directed by the school principal.

D. Passengers shall not be permitted to stand when the school bus is underway except in cases of extreme emergency.

E. Established routes will serve areas where roads are regularly maintained and adequate turn around space is available.

F. A route means the shortest distance necessary to transport a given group of pupils to and from a pickup point nearest their home and their designated attendance center; but does not include the distance from where a vehicle is garaged to the start or termination of its route.

G. If a vehicle fails to complete its route or if there is an accident of any kind, the Contractor shall notify the Superintendent or designee as soon as possible on the same day by telephone and in writing within three (3) days.

VIII. DRIVER REQUIREMENTS

A. Absolutely no driver or substitute driver will drive a school bus, providing service under this contract, without first having obtained a current and valid Alaska School Bus Driver's Permit issued by the Alaska Department of Motor Vehicles. In order for a person to acquire a valid initial Alaska School Bus Driver's Permit he/she must have participated in and met the requirements of a school bus driver training course approved under Department of Education Regulation **4 AAC** 27.200© - 240 and must have a Commercial Driver License. The Contractor will file with the district a copy of the School Bus Driver Certificate issued to certify that the person has completed the training course to the satisfaction of the Department of Education certified instructor. If the District determines that a driver performed driving services under this contract prior to the time the district received written certification that the driver had been issued the bus driver's permit, the district will demand the driver's immediate termination. The Contractor shall make all drivers aware of the provisions of this clause by including a written statement, explaining these provisions, in the employment agreement between himself (the Contractor) and drivers.

B. The good health of every driver and substitute driver will be certified by a physician on State of Alaska Department of Motor Vehicles forms every calendar year. An acceptable health certificate is a part of the requirements for obtaining the Alaska Bus Driver’s Permit.

All drivers will be required to carry current first aid certificates. The Contractor will bear responsibility and all costs for providing first aid training that will result in first aid certificates.

All drivers must be at least twenty-one (21) years of age.

C. No driver shall be under the influence of, or have in his/her possession, alcohol or narcotics while performing any service under this contract, nor shall he/she use alcoholic beverages or narcotics prior to, during, or between the daily bus runs. The Contractor will implement drug and alcohol testing of drivers in accordance with State and Federal requirements.

D. Drivers will adhere to all rules and regulations set forth by the district. They will not, at any time, determine the design of routes or time schedules.

E. The district reserves the right to approve or reject any of the Contractor's personnel assigned responsibilities under this contract. At the direction of the District the Contractor agrees to take appropriate disciplinary or corrective action against any employee, up to and including termination, if determined to be in the best interest and welfare of the district. The Contractor shall make all drivers aware of the provisions of this clause by including a written statement, explaining these provisions, in the employment agreement between Contractor and drivers.

F. The Contractor shall administer a driver training program approved by the district that complies with the provisions of 4 AAC 27.200.

This training shall be required for all drivers prior to transporting students under this contract Contractors shall train drivers at least in the following subjects: passenger management, defensive driving, pre-trip and post-trip inspections, first aid, student loading and unloading procedures, evacuation procedures, and accident procedures.

G. The Contractor shall make all drivers aware of the fact that their relationship with children in the community, aside and apart from their employment responsibilities, will have a bearing on their employment under this contract.

H. Drivers are charged with the responsibility of maintaining order on the school bus and for enforcing the student behavior rules and regulations set forth by the district.

IX. LIABILITY AND INSURANCE REQUIREMENTS

A. As a condition of contract, the Contractor shall secure and maintain in effect during the life of the contract insurance coverage of not less than two million dollars ($2,000,000.00) combined single limit liability, including coverage for injury or death to passengers.

B. Liability insurance policies shall include as additional insured, the Southwest Region School District, its officers, employees, and agents during all operations by the Contractor under this agreement.

C. The Contractor shall secure and maintain such Workman's Compensation Insurance as is required by Alaska State Statute.

D. Insurance policies shall include a clause requiring a minimum of sixty (60) days advance written notice to the district of cancellation or material changes in the policy.

E. Prior to the transportation of any students under the terms of this contract, and before any payments for services rendered can be released, certificates of insurance will be filed with the Business Office.

F. The Contractor shall defend and hold the District and the State of Alaska harmless for any claim, suit, or judgment arising out of the operation of pupil transportation vehicles or any other performance of the contract by the Contractor. The Contractor must indemnify and defend the District and the State of Alaska for any and all claims arising out of its performance of the contract.

X. PERFORMANCE BOND

A. The district shall require a performance bond in the amount of 50% of the first year's portion of the contract. The performance bond shall be in the form of cash, cashier’s check, or a corporate surety bond executed by a corporation which has complied with the laws of Alaska and is authorized by law to act as a surety upon instruments. This performance bond will be renewed each year unless the district waives the requirement in writing. If the District waives the requirement, there will be an annual reduction in compensation equal to the cost, to the Contractor of the expired performance bond. The cost of the performance bond is to be included in the proposal rate.

B. The successful proposer shall submit the performance bond within twenty (20) working days of

being notified of award of contract.

C. The District reserves the right to waive the performance bond requirement.

XI. REGULATORY COMPLIANCE

A. The Contractor shall comply with all provisions of the Request for Pupil Transportation Proposals, including all related forms, attachments and addenda thereto. The following current and subsequent statutes, regulations, provisions, standards and policies as they refer to and are applicable to pupil transportation, are adopted by reference:

(1). All applicable rules, regulations, statutes, ordinances and policies of the State of Alaska, State Board of Education, Dillingham Borough, and Southwest Region District, including all subsequent amendments thereto.

(2). Department of Education Chapter 27, AAC Regulations, and AS 14.09;

Policies and regulations of the district;

(4). Buses shall have no manufacturing date restrictions but shall comply with the minimum standards for Alaska school buses 2017 Revised edition with the manufacturing date requirement waived.

XII. CONTRACT AMENDMENTS

A. The pupil transportation program is administered by the district according to regulations from the Department of Education and Alaska State Law. In addition, the district's agreement with the State of Alaska, Department of Education, may be subject to amendment by the Department of Education.

B. Accordingly, the Contractor agrees that the district may amend or cancel, without liability, the contract with the Contractor, if in the district's judgment there are changes in the transportation service requirements, or if there is a lack of adequate pupil transportation funds to support certain transportation services.

XIII. STATEMENT OF RELATIONSHIP

It is expressly understood and agreed by the Contractor and the Southwest Region School District that the Contractor, its officers, employees and agents, are not employees or agents of the Southwest Region School District or Department of Education of the State of Alaska. The Contractor's relationship to the Southwest Region School District is that of an independent contractor and there exists no contractual relationship or any other relationship between the Contractor and the Department of Education of the State of Alaska.

XIV. ASSIGNMENT OF CONTRACT

The Contractor may not assign or sub-contract this contract, or any portion hereof, including but not limited to the duty to provide services or receive compensation under this contract, without the prior written permission of the Superintendent.

XV. GROUNDS FOR CANCELLATION OF THE CONTRACT

A. Failure to comply with provisions of the contract will be sufficient cause for contract termination.

B. If, in the opinion of the Superintendent, the Contractor at any time during the period of this contract falls to perform satisfactorily the work called for under this contract, or fails to furnish safe and satisfactory equipment, or otherwise fails to comply with the terms of this contract, the Superintendent may, with reasonable notice, make arrangements for the work or services to be done elsewhere and hold the Contractor responsible and liable for damages which may be sustained by the district on account of the failure or neglect of the Contractor in performing any of the terms and conditions of the contract.

C. This contract is governed by 4AAC.27 and AS 14.09 and if a cancellation or termination of this

contract occurs due to deficiencies in performance by the contractor, the district, upon cancellation or termination of the contract, may exercise the district's option to buy or lease from the contractor; and the contractor agrees to sell or lease to the district any or all school

buses and spare buses that, as of the date of delivery or the date when the district gives 30 days' notice of cancellation from the district to the contractor, are being used by the contractor for to-and from- school transportation services; any reporting and document submittal requirements, including the tracking of ridership and mileage; a liquidated damage clause due to lack of performance; and fuel adjustments.

XVI. SEVERABILITY

If any term or provision of the contract or the application thereof to any circumstances or person shall, to any extent, be invalid or unenforceable, the remainder of this contract, or the application of such term or provision to circumstances or persons other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XVII. FORCE MAJEURE CLAUSE

A. The Contractor shall be excused from performance in whole or in part under the contract during the time and to the extent, as determined by the district, that he/she is prevented from performance by an act of God, fire, riot, civil commotion, flood, earthquake or other calamity, governmental act, or by any strike or other labor dispute involving others upon whom the contractor depends for performance, i.e., supplies, shippers, etc., and over whom he has no control. No compensation shall be paid by the District to the Contractor for any performance which is excused under this section.

8. The district shall be excused from payment hereunder during the time and to the extent that school cannot be held in the customary manner by act of God, fire, strike or commandeering of materials, products, plants or facilities by the government. The district shall also be excused from payment hereunder during the time and to the extent that funds for transportation reimbursement are not available pursuant to statutes, regulations, or governmental action.

ATTACHMENT #1

Due Date: February 29, 2024, 4:00pm

TO: Southwest Region School District
Business Office
P. 0. Box 90
Dillingham, Alaska 99576-0090
Attention: Business Office Coordinator

In compliance with your Request for Pupil Transportation Proposal of the above date, the undersigned proposes to furnish transportation services as specified in the Request and the Terms and Conditions.

I propose the following daily, vehicle rates for each type vehicle as specified by the Request and Terms and Conditions. It is understood that this daily, vehicle rate will be compensated for each type of vehicle, whether these vehicles are added to service during the life of the contract or whether these are as specified in the original proposal.

1) One (1) bus route is equal to a complete trip to and from school@ $_____ per day

buses= $_____
(For Regular Transportation)

Total Daily Cost $____

2) Total Daily cost is the criteria for cost evaluation. The rate of adjustment for adding or deleting vehicles shall be at the per vehicle per day rate specified for the type of vehicle stated above.

3) Bus routes for tutoring or after school activities should be on a separate invoice.

The following individual vehicles shall be used by the undersigned if the contract is awarded to him/her. (List each vehicle separately, including standby vehicle.)

Vehicle Type	Make of Chassis	Year of Chassis	Make of Vehicle Body	**Mfg.** Cap. Rating & Date of Rating	Vehicle Equipment
Bus					
Bus					
Bus					
Bus					

Cost of Performance Bond is included in above proposed rates.

ATTACHMENT #2
FUEL ADJUSTMENT BASIS

Bidder computes that _____number of gallons of fuel will be used in the daily bus route rate.

The expected cost of fuel at the start of the contract is $_____ per gallon as defined in Section V. Fuel Adjustment. If the actual cost is different at the start of the contract, the Contractor should submit documentation of actual cost, and the district will use that figure as the base fuel cost.

ATTACHMENT #3

RESPONSIVENESS QUESTIONNAIRE AND SUBMITTAL CHECKLIST

Vehicles listed above meet all Alaska Certified regulations for School buses. Please answer by issuing a statement.

1. Provide the names and mailing addresses of the owners, or the applicable, principals of corporations of the proposers. Also provide the name and mailing address of the manager of the contract; the person responsible for the day-to-day operation and communication with the district.

2. What is the organizational structure of your firm? (Sole proprietorship, partnership, joint venture, corporation) Explain and provide a brief history.

The Member acknowledges the organization of the Company as a limited liability company pursuant to the Alaska Revised Limited Liability Act, Alaska Statute 10.50., et. Seq. ("the Act") by virtue of the filling of the Articles of Organization with the Alaska Department of Community & Economic Development Division of Banking and Securities on June 18, 2009.

3. Are you, or any firm in which you have been or are a principal, currently involved in any litigation? Yes No
   If yes, please explain.

4. Have you, or any firm in which you have been or are a principal materially failed on one or more public contracts?
   Yes No

5. Have you, or any firm in which you have been or are a principal, been involved in bankruptcy proceedings within the past seven (7) years? Yes No

   If yes, please explain.

6. What pupil transportation contracts have you, or any firm in which you have been or are a principal, successfully completed in the last 10 years? Give size, nature and references.

7. Have you, or any firm in which you have been or are a principal, or any of your owners, managers or principals been convicted of a felony? Yes No
If yes, please explain.

8. How do you propose to provide the required vehicles?

9. How do you propose to provide the required busing facilities?

10. Provide your business experience that would convince the district that you would be able to provide the necessary services required. Include references for past performance.

Use additional sheets if necessary. Clearly indicate which question you are addressing