

<b>ADDENDUM TO THE BID DOCUMENTS</b>		Page: 1	Total Pages: 1
<u>Addendum No:</u> # 1		<u>Date this Addendum Issued:</u> <b>April 7, 2025</b>	
<u>Issuing Office:</u> Matanuska-Susitna Borough School District (MSBSD) Purchasing Department 690 Cope Industrial Way Palmer, Alaska 99645 Phone: (907) 861-5120 Facsimile: (907) 861-5184		<u>Previous Addenda Issued:</u> None _____ _____ _____ _____	
<u>Return Acknowledgment To:</u> <b>Issuing Department</b>  <u>RFP Title:</u> <b>Pupil Transportation for Service Area 3</b>  <u>RFP No:</u> <b>B25-14</b>		<u>Date and Hour of Bid Due Date:</u> <b>April 24, 2025 at 2:00 p.m.</b>  <u>As Advertised (Frontiersman):</u> <b>April 2 and 4, 2025</b>  <u>As Advertised (ADN):</u> <b>March 30 and April 2, 2024</b>	
<p><b>The following corrections, changes, additions, deletions, revisions, and/or clarifications are hereby made a part of the contract documents. In case of conflicts between this addendum and previously issued documents, this addendum shall take precedence. The bidder must acknowledge receipt of this addendum in the space provided on Appendix #1. Failure to do so may subject the bidder to disqualification.</b></p> <p><b>Attachments:</b> Questions (5 pages) Revised Appendix 6, Statement of Work (53 pages)</p>			
<b>END OF ADDENDUM #1</b>			

APPROVED BY: Beth Munson	DATE: April 7, 2025
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## **ADDENDUM #1**

Information in this addendum takes precedence over original information. All other provisions of the document remain unchanged.

*Note to Proposers: Proposers are required to acknowledge all addenda on Appendix 1.*

The following additions, corrections and changes are hereby made to the above-referenced Request for Proposals.

### **QUESTIONS AND ANSWERS**

1. Q: [Regarding Appendix 6, Statement of Work, Section 3.3.3.1, Fuel Cost,] "MSBSD will receive monthly invoices from contractor for purchase of fuel for vehicles used in providing transportation services for the MSBSD. It is understood that the single daily bus rate includes fuel costs based on the assumed rates outlined in 3.3.3.2 (excluding FET). When the monthly average fuel price (excluding FET) paid by the contractor exceeds the assumed rate, the MSBSD and the contractor will share equally in the additional cost. When the monthly average fuel price (excluding FET) paid by the contractor is lower than the assumed rate, the MSBSD and the contractor will share equally in the cost savings. The invoiced price versus the assumed price shall determine whether MSBSD receives a credit or additional billing for fuel each month. The assumed price is subject to an annual adjustment based on the Anchorage CPI-U, calculated based on the method described in Section 3.5."

Per [RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District, Addendum #1,] section 3.3.3, Fuel cost, "The Contractor will send monthly invoices to the MSBSD for the purchase of fuel for buses used in providing transportation services for the MSBSD. The invoices shall separate out the fuel costs of activity buses and any personal use. Procedures to implement this section shall be developed and mutually agreed to by the MSBSD and the successful bidder. Procedures will include a peg price of \$1.86/gallon excluding federal excise tax (FET), and an annual escalator of the peg price based on the Anchorage CPI inclusive of fuel. Escalator will also apply to the daily bus rate. The invoiced price vs. the peg price shall determine whether MSBSD receives a credit or additional billing for fuel each month.

3.3.3.1, The Contractor is responsible for consistently purchasing fuel at the lowest cost possible.

3.3.3.2, Miles per gallon shall be set as an average of 8 miles per gallon for diesel buses and 5 miles per gallon for gasoline buses."

Can an addendum be issued returning to the language of the previous RFP and addendum with updated peg prices? Otherwise concerning the current RFP could clarification on the calculations be provided? The number of gallons used each month times (x's) the difference between the assumed price and the purchased price? Gallons used to be figured by the total bus mileage divided by 8 MPG?

A: The language in the RFP reflects the MSBSD's intention regarding fuel cost.

2. Q: [Regarding Appendix 6, Statement of Work, Section 5.2, Limitations of Duties,] "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.

Multifunctional operations/management staff has provided safe and consistent bus service in area 3 for nearly 50 years. With only two bus routes per day, it is not practical or economically feasible to have operations staff dedicated to each position needed to operate buses in area 3.

Can area 3 operate under the [RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District, Section 5.2.2, Service Area Staffing Requirements, Service Area 3, which states,] "Dedicated management staff is not required in service area 3"?

A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

3. Q: [Regarding Appendix 6, Statement of Work, Section 5.4.7, Staffing Requirements,] "One (1) vehicle maintenance supervisor with ASE mechanic certification shall be provided."

This has not been required since 2011. Area three currently holds an award for best small fleet in the state from the state school bus inspectors. Can area 3 be exempt from this technician requirement?

A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

4. Q: [Regarding Appendix 6, Statement of Work, Section 5.4, Staffing Requirements,] "The Safety Coordinator and each Field Safety Officer must be provided a contractor vehicle for use while on duty. It is required that the contractor name with "Field Safety Officer" and "Safety Coordinator" be displayed on the vehicles."

Area 3 is a rural area where people know each other and their vehicles, place of work and residence. Parents and school staff recognize and have access to these staffing positions. Can area 3 be exempt from this requirement?

A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

5. Q: [Regarding Appendix 6, Statement of Work, Section 6.1.10, Chains,] "All buses, including standby and spare buses, shall be equipped with automatic rear-drop chains (On-Spot or comparable). The MSBSD shall not be responsible for the cost of automatic rear-drop chains."

Spot Chains are very limited in their effectiveness for area 3. The primary function of spot chains is to assist in starting and stopping at slow speeds often while navigating subdivision roads, but area 3 is primarily comprised of roads with speed limits over 55 mph where spot chains provide no benefit to steering stability. [RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District, 6.1.9.1, chains,] allowed area 3 to be exempt from this, "In Service Area #3 no automatic rear drop chains will be required." Glacier View Transportation has operated safely in area 3 for nearly 50 years without these drop chains. Can area 3 continue to be exempt from this equipment?



A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

6. Q: [Regarding Appendix 6, Statement of Work, Section 6.1.19, Electronic Vehicle Inspection Report,] "All buses, including standby buses, shall be equipped with an Electronic Vehicle Inspection Report (EVIR) wireless system."

This was not required in the past. Bus inspections are paper logged and frequently observed through video surveillance in the morning and afternoon. Can area 3 be exempt from this electronic system?

A: The MSBSD strongly prefers that all buses provided for this scope of work be equipped with an EVIR wireless system to ensure compliance with inspection requirements and maintain alignment with industry standards.

7. Q: Regarding Appendix 6, Statement of Work, Section 6.1.20, Global Positioning System, "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 MSBSD's Transportation Office. All terminal locations shall have access to GPS. For tracking, the MSBSD currently uses Tyler Technologies' Suite, which includes GPS bus tracking and driver activity software as well as a mobile application to allow parents to access route information."

This was not required in the past. Area 3's past performance reveals buses rarely run late, but if they do it is easy to contact each student's guardians because there are only two routes. Can area 3 be exempt from this electronic system?

A: The MSBSD strongly prefers that all buses provided for this scope of work be equipped with GPS tracking equipment to enhance safety and maintain alignment with industry standards.

8. Q: [Regarding Appendix 6, Statement of Work, Section 6.1.21, 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."

This was not required in the past. Drivers know each student by name and expect them to exit the bus at their appropriate stop. They are also trained to do a child check at the end of the bus run, before returning to the bus barn and parking the bus. Can area 3 be exempt from this electronic system?

A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

9. Q: Regarding Appendix 6, Statement of Work, Section 6.1.22, Crossing Gates, "A crossing gate shall be installed on the front bumper of each bus to ensure students do not cross directly in front of bus."

This was removed from the [Pupil Transportation Contract Extension Agreement dated July 1, 2011] and not included in [RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District]. Can area 3 be exempt from this equipment?

A: The language in the RFP reflects the MSBSD's crossing gate requirements.



10. Q: [Regarding Appendix 6, Statement of Work, Section 10.1, Performance Bond Requirements, Delivery,] "Within thirty (30) calendar days of MSBSD School Board approval of the contract, the contractor shall submit to the MSBSD a performance bond in an amount equal to fifty percent (50%) of the annual estimated contract amount. The bond coverage should be dated to start July 1, 2026 to coincide with the start of the contract."

Please provide more clarification on what exactly is required by what dates. Could the date be adjusted to not unduly encumber funds or incur expenses so many months in advance of contract income?

- A: The language in the RFP reflects the MSBSD's performance bond requirements. A contractor currently under contract for Pupil Transportation with the MSBSD may be eligible for an exception to the timing stated in this RFP if they are subsequently awarded a contract resulting from the RFP.

11. Q: [Regarding Appendix 6, Statement of Work, Section 17.1.1 Service Area Definition,] "Service Area III is identified as that geographical area east of approximately Mile 76.5 of the Glenn Highway and extends east to Lake Louise."

The present boundaries per [RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District, Addendum #1 and contract Amendment #1] are "mile 76.5 through milepost 143.5." Lake Louise is nearly 40 miles to the east of milepost 143.5. Is there reason to extend the east boundary to Lake Louise? Shall we bid accordingly and be prepared to provide bus service to Lake Louise?

- A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

12. Q: [Regarding Appendix 6, Statement of Work, Section 17.1.7.3, Vehicle Specifications, Regular Education Routes,] "Approximately ninety-five percent (95%) of total regular education buses shall be Type D buses with minimum passenger capacity of at least eighty-four (84) elementary students."

17.1.7.4, "At least five percent (5%) of total regular education buses shall be Type D buses with minimum passenger capacity of at least eighty-four (84) elementary students with rear passenger side-lift elevators capable of lifting at least 800 lbs."

Per [RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District, Addendum #1 and contract Amendment #1,] "Two (2) type C or D buses with minimum passenger capacity of at least forty-five (45) elementary students." Glacier View Transportation has used type C buses safely and consistently to provide service in area 3 for nearly 50 years. Can type C, 66 passenger buses be used in area 3?

- A: Please refer to the attached REVISED Appendix 6, Statement of Work for changes to this section.

13. Q: [Regarding Appendix 6, Statement of Work, Section 17.2, Special Education,] 17.2.5.2, "Contractor shall provide one bus for every special education route as well as one (1) spare bus for every ten (10) buses in service."



17.2.5.3, "Sixty percent (60%) of the total special education buses shall have capacity for twenty-seven (27) ambulatory passengers and four (4) wheelchair passengers (forty-five (45) passenger rated bus), and be equipped as follows: ..."

17.2.5.4, "Twenty percent (20%) of the total special education buses shall have capacity for approximately twenty-six (26) passengers and be equipped as follows: ..."

17.2.5.5, "Twenty percent (20%) of the total special education buses shall be Type A buses with four-wheel drive four by four (4x4) and be equipped as follows: ..."

[RFP #B16-16, Pupil Transportation for Service Areas 2 and 3 for the Mat-Su Borough School District, Contract Amendment #1,] Section 2.4.2 is amended to add the following sentence: "it is the MSBSD's intention that the majority of special education transportation be provided primarily by the contractor for Service Area I. However, it may be necessary for the contractor(s) of Service Area(s) II and/or III to provide special education transportation under this contract as directed by the MSBSD.

Presently area 3 has no special education transportation needs but maintains a state of readiness by having 25% of its regular fleet equipped with passenger side rear-lift elevators. Can area 3 be exempt from these equipment requirements?

A: The special education requirements are the expectations should the MSBSD require special education services in Area III. Per the waiver language contained Appendix 6, Statement of Work, Section 17.2.5.10, the MSBSD will take into consideration the specific needs of the added services and negotiate in good faith for the appropriate vehicle specifications.

14. Q: Can you provide the current fleet type being used? Number of buses, type, and age for each area.

A: Appendix 6, Statement of Work, Section 6, Equipment Specifications, reflects the fleet requirements of the current solicitation.

15. Q: Can you provide the number of SPED routes and Reg Ed routes for each area?

A: The routes are shown in Appendix 7, Routing Run Sheets.

16. Q: Is there a current driver shortage in these 2 areas?

A: No.

17. Q: Are the drivers in each area union? If so, can you provide which union?

A: No, the drivers in Area III are not in a union.

18. Q: Can you provide the current pay rate for the drivers in each area?

A: The MSBSD does not set the specific pay rates for the contractor's employees. Please refer to Appendix 6, Statement of Work, Section 8.7 for the MSBSD's requirements for rates of pay under this RFP.



## **APPENDIX 6:** **STATEMENT OF WORK**

### **1. DEFINITIONS**

The following definitions shall apply throughout this contract, except where the context requires otherwise.

#### 1.1 Attendance Center

School property or designated school function location as determined by the MSBSD or individual school.

#### 1.1 Charter/Activity Boundaries

1.1.1 Long haul: A charter or activity route that goes from an MSBSD attendance center to or past mile 75 on the Seward Highway, to or past mile 202 on the Parks Highway, and to or past mile 137.4 on the Glenn Highway.

1.1.2 Short haul: all areas within the MSBSD boundary and up to mile 75 on the Seward Highway, up to mile 202 on the Parks Highway, and up to mile 137.4 on the Glenn Highway.

#### 1.2 Collision

A crash or impact involving a school bus with or without a student on board, resulting in personal injury or death, or any damage to any involved motor vehicle, regardless of whether an involved vehicle(s) is removed from the scene due to inoperability, or is repaired at the scene. A crash or impact by any vehicle, not just the bus, with a student or bus staff, associated with and during the on-going bus route, including during the loading or unloading process.

1.2.1 Reportable Collision: A collision required to be reported to the Department under the following conditions:

1.2.1.1 A collision in which a school bus off terminal premises makes contact with any vehicle, object, or person.

1.2.1.2 A collision in which a school bus off terminal premises leaves a roadway or parking area.

1.2.1.3 A collision in which a school bus on terminal premises makes contact that results in injury to a pupil passenger (whether the pupil is inside or outside the bus).

#### 1.3 Curb to Curb

In the context of special education transportation, the level of assistance required for each student based upon his or her level of need. The standard service will be curb to curb, defined as service to/from the intersection of private property with a public utility road to/from the designated attendance center. Bus staff may be required to assist a student curb to curb based on the student's I.E.P.

#### 1.4 Deadhead Miles

Deadhead miles are the mileage between the respective terminal and the first student pick-up point for each route and the miles between the final student discharge point and the respective terminal, as established by the District.

#### 1.5 Default

The failure by the contractor or the MSBSD to perform, meet or discharge any term of the contract.

1.5.1 Material default: a default that, in the reasonable judgment of the MSBSD is substantial and meaningful, or that is defined as material by the contract.

1.5.2 Critical default: a default that, in the reasonable judgment of the MSBSD, involves the health, welfare, or safety of students transported by the contractor under the contract. All critical defaults are material defaults.

#### 1.6 Department or Department of Education

The Alaska Department of Education and Early Development

#### 1.7 Department School Bus Inspector

The individual or firm selected by the Department to conduct school bus inspections.



- 1.8 District or School District  
Matanuska-Susitna Borough School District (MSBSD)
- 1.9 Double-Tiered  
Service routed in such a way as to include the combination of two separate sets of A.M. and P.M. runs, such as high school runs combined with elementary school runs, with staggered drop-offs/pick-ups.
- 1.10 Excess Capacity  
The difference between the actual number of students riding the bus and the bus capacity set by the vehicle manufacturer or allowed due to alternate configurations as agreed by the MSBSD and the contractor.
- 1.11 Excess Time  
The time between morning and afternoon runs for regular education, as well as any uncommitted time between runs for special education, which may be utilized by the MSBSD for additional routing.
- 1.12 Incident  
Any occasion when a bus becomes stuck or inoperable, whether students are on board or not, as well as any situation where the personal safety of a bus occupant is potentially in jeopardy, including but not limited to a student left on the bus unattended, physical injury to a bus occupant or 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.
- 1.13 Live Miles  
The bus route mileage between the first student pick-up point and the final student discharge point as established by the MSBSD.
  - 1.13.1 Live A.M. miles shall be calculated by starting at the first student pick-up point farthest from the first attendance center to be served to the attendance center and accumulating as the bus proceeds to the first pick-up point for the second run, to that attendance center, and accumulating as the bus proceeds to any additional run(s) and delivering those students to the attendance centers. 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 A.M. run. Live miles for the A.M. do not include miles from where the bus is garaged to the first pick-up location or miles from the attendance center to where the bus is garaged.
  - 1.13.2 Live P.M. miles shall be calculated by starting at the first attendance center, 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 any additional attendance center(s), and accumulating as these students are discharged. Live mileage for the P.M. shall end when the bus delivers to the final discharge location from the final attendance center served for the P.M. run. Live miles for the P.M. do not include miles from the final discharge point to where the bus is garaged.
  - 1.13.3 Midday runs shall be calculated using the same methods outlined above.
- 1.14 Missed or Incomplete Route  
A route that is not started or completed. A route shall be considered missed even if another bus assigned to a different route covers the scheduled stops of the route.
- 1.15 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.
- 1.16 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 MSBSD 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.
- 1.17 Notice  
A formal, written announcement or warning of intent. Unless otherwise provided, notice shall be given in writing to the contractor and the MSBSD by delivery to the





entities specified below. Notice shall be by personal delivery, certified mail, electronic mail, or facsimile copy. Address and personnel authorized to receive notice unless modified in writing are:

MSBSD:

Director of Finance  
Matanuska-Susitna Borough School District (MSBSD)  
501 N. Gulkana Street  
Palmer, AK 99645

Contractor:

The person or office specified in the proposal to the MSBSD

1.18 Operations Staff/Personnel

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 contract manager or supervisor, terminal manager or supervisor, safety supervisor, field security officer, dispatcher, router, and shop manager or supervisor.

1.19 Park-Outs

A bus designated to be housed at the driver's residence due to the distance of the residence from the bus terminal and school bus route. Park-out requests must be approved by both MSBSD and the contractor before being implemented.

1.20 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 vehicle manufacturer specifications (vehicle manufacturer's seating capacity).

1.21 Public Utility Roads

Regularly maintained roads, having at least a gravel surface, that are under the supervision and all-weather maintenance of the Department of Transportation and Public Facilities, a public utility district, a municipality, a borough service area, or any other agency supported by public funds; adequate turnaround space for transportation vehicles must be available on the route.

1.22 Run

A run, as defined under the terms of this contract, means the shortest distance necessary to transport a given group of pupils to and from a pick-up point nearest their homes and their designated attendance center, but does not include the distance from where a vehicle is garaged to the start or termination of its run.

1.23 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 means, at a minimum, one A.M. run and one P.M. run. A route may contain one or several segments.

1.24 Segment

A series of one or more linked runs that is performed in sequence without a return to the base of operations or the location where the vehicle is garaged. A segment is usually referred to by time (i.e., "A.M. segment," "midday segment," "P.M. segment," etc.). A route may contain one or several segments.

1.25 Shuttle

A shuttle, as defined under the terms of this contract, means the transportation of students from one attendance center to another, outside of normal home-to-school A.M. and P.M. runs.



- 1.26 Temporary Routes  
A route added by MSBSD to temporarily relieve an overcrowded route or to serve an emergency situation.
- 1.27 Transportation Supervisor  
The person designated by the MSBSD to act as the primary representative of the MSBSD to the contractor.
- 1.28 Triple-Tiered  
Service routed in such a way as to include the combination of three separate sets of runs. This may include midday runs, shuttle activity, or after school runs in combination with already-established double-tiered service.

**2. WORK TO BE PERFORMED**

- 2.1 This contract provides for the transportation of public and non-public pupils residing in the MSBSD within the boundaries specified in Section 17 for the period from July 1, 2026 to June 30, 2031 with an option to renew the contract for the period from July 1, 2031 to June 30, 2036. This contract is, however, subject to the MSBSD’s option(s) to terminate as provided in this contract.
- 2.2 The contractor shall provide transportation service to the MSBSD in accordance with MSBSD policies and procedures relative to transportation.
- 2.3 The contractor shall provide the specified transportation services under the supervision of the Transportation Supervisor operating under the Deputy Superintendent of Business and Operations. The MSBSD will determine all routing and will advise the contractor on designing routes and any modifications thereafter.
- 2.4 The contractor will be required to provide transportation for all public and non-public students identified by the MSBSD as eligible for transportation within the designated service area(s). Transportation for all eligible regular education students will be provided at the single daily bus rate.
- 2.5 It may be necessary for the contractor of Service Area III to provide special education transportation under this contract as directed by the MSBSD.
- 2.6 Regular education bus monitors and special education bus attendants will be provided by the contractor as required by the MSBSD. All bus monitors/attendants will be provided at the same hourly monitor/attendant rate.
- 2.7 The contractor shall provide vehicles, fuel, necessary management staff personnel, bus drivers, monitors, attendants, terminal staff, and equipment necessary to provide pupil transportation services as required by this contract, and shall ensure all contractor personnel follow and implement all MSBSD policies and procedures related to pupil transportation.
- 2.8 Transportation will be provided on “in session” school days when students attend school and transportation services are required. The MSBSD school year usually consists of between a minimum of one hundred and seventy (170) school days and maximum of one hundred and eighty (180) days. The MSBSD makes no guarantee of minimum or maximum service days. Contractor shall only be compensated for actual service days.
- 2.9 During the life of the contract, MSBSD may need transportation services for one or more additional elementary schools, middle schools, or high schools. There is also a possibility of one or more schools moving to a new location and that transportation services may be expanded to include year-round schools, early childhood programs, and double shifting (split session of one or more schools). The MSBSD reserves the right to add or subtract attendance centers, programs, service days, routes, and runs throughout the life of the contract.
- 2.10 A method of accounting, control, and reporting will be established by the contractor that is acceptable to the MSBSD.
- 2.11 It is agreed that pupil transportation services provided for by “other conveyances” for “other conveyance routes” are not a part of this contract agreement. “Other conveyance routes” would be established to accommodate those pupils for whom a special education transportation route cannot be established using a school bus, and for whom



conveyance in a vehicle other than a regular school bus is required to transport students to and from attendance centers. If the MSBSD determines need for an "other conveyance route" in a specified service area, the MSBSD will negotiate the type of equipment and the compensation rate at the time that the service is required. The MSBSD will negotiate for the service with the contractor who has contracted to provide transportation services in the service area where the "other conveyance route" will be established. If the compensation rate or the type of equipment proposed by the contractor is unacceptable to the MSBSD, the MSBSD reserves the right to contract for services with other persons.

- 2.12 All parties understand that the figures provided in this contract, including number of transport days, number of students, number of bus monitors, number of attendants, number and type of vehicles, daily "live" mileage, transportation start and end times, and designation and location of attendance centers and special programs reported as part of this solicitation represent the MSBSD's current estimates of service requirements projected for the 2025-2026 (FY26) school year and are not a guarantee of minimums or maximums that may be required over the life of the contract. This information is subject to change.
- 2.13 The estimated number of routes currently projected for the 2025-2026 (FY26) school year is two (2). Current year routing run sheets are provided in Appendix 7.
- 2.14 Time Schedules  
Students shall be transported in strict accordance with each school's time schedule established by the MSBSD. During the term of the contract, the MSBSD 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 MSBSD.
- 2.15 The contractor shall agree 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 equipped to meet needs of the MSBSD, as specified in the contract. Routes shall be added at the prevailing rate under the contract for the type of bus and service required and shall be adequately staffed and follow inspection guidelines.
- 2.16 Excess Time and Capacity
  - 2.16.1 The MSBSD has the right to any excess time and capacity on any bus on any route. Additional students and mileage shall be added at no additional cost to the MSBSD until the excess (capacity and time) is depleted. It is understood and agreed that the MSBSD has the right to schedule as many individual bus runs per vehicle per day as necessary to optimize the overall use of all vehicles.
  - 2.16.2 New routes shall be added when additional service requested requires additional routes. Additional routes shall be subject to prior approval by the MSBSD.
  - 2.16.3 The MSBSD shall delete routes at its discretion when a reduction or change in required service warrants.
- 2.17 During the contract period, the MSBSD reserves the right to change the number of daily bus routes, the number of daily buses, the number of days per week for bus service, and/or the number of days per year for bus service. In the event that any of these factors changes by more than 10% of the original contract, the MSBSD will renegotiate the daily bus rate, consistent with the cost breakdowns provided in Attachment C: Cost Proposal Form.
- 2.18 Required Public Notification
  - 2.18.1 The contractor shall provide public notification when any regular route or run is canceled, when any regular route or run is more than 10 minutes late when temperatures are zero degrees Fahrenheit (0° F) or colder, or when buses cannot reach students' homes due to road conditions. The contractor shall notify local radio stations, the MSBSD Transportation Office, and impacted schools.
  - 2.18.2 The contractor shall notify the MSBSD Transportation Office, impacted schools, and parents individually when a special education route runs more than ten (10) minutes late.



- 2.18.3 The contractor shall notify schools and the MSBSD Transportation Office when buses are expected to arrive after bell time in the afternoon.
- 2.19 Student Discharge
  - 2.19.1 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 provided written authorization to release 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 MSBSD within one day of receipt by the contractor.
  - 2.19.2 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 provided written authorization to release 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 MSBSD within one day of receipt by the contractor.
  - 2.19.3 When a student cannot be released at the designated location, the contractor shall notify the MSBSD immediately. The contractor shall supervise the student and attempt to contact the student's parent or authorized contact. The MSBSD 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 usual drop location.
- 2.20 Charter Service Provisions
  - 2.20.1 The contractor shall provide charter service transportation as well as transportation to non-public students on an as-needed basis as specified in the contract. These services are to be billed separately from home-to-school routes at the rate provided in Attachment C: Cost Proposal Form. The MSBSD reserves the right to negotiate this rate with the successful proposer if, in its sole judgment, the MSBSD considers the submitted rate to be too costly.
  - 2.20.2 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 single daily bus rate as described in this contract.
  - 2.20.3 The contractor shall be required to make equipment and drivers available to run charter trips for the MSBSD. Route drivers are not to be pulled from their routes to run charters during home-to-school times. However, the MSBSD may, at its discretion, require the contractor to use standby buses for charters during home-to-school time.
  - 2.20.4 The MSBSD reserves the right to order charter services from vendors other than the contractor.
  - 2.20.5 Equipment requirements, driver requirements, and all other applicable requirements for service under this contract apply to charter service as well.
  - 2.20.6 Charter service shall be ordered and billed in a format prescribed by the MSBSD.

### **3. COMPENSATION TO CONTRACTOR**

- 3.1 Availability of Funding
 

This contract is conditional on funding received for pupil transportation. Any shortfall in MSBSD transportation funds may result in a reduction of services and proportional reduced payment to the contractor.
- 3.2 Rates
 

Payment shall be made to the contractor on the rates established in the contract and as submitted by the successful respondent on Attachment C: Cost Proposal Form. 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-service days, and local or legal proclaimed holidays and observances. Calendars shall be available to the contractor via the MSBSD's website 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, and specified in-session days may be rescheduled. The MSBSD shall advise the contractor of any calendar changes that occur during the school year.

#### 3.3.2 Services Not Rendered

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 MSBSD 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 Fuel Cost

3.3.3.1 MSBSD will receive monthly invoices from contractor for purchase of fuel for vehicles used in providing transportation services for the MSBSD. It is understood that the single daily bus rate includes fuel costs based on the assumed rates outlined in 3.3.3.2 (excluding FET). When the monthly average fuel price (excluding FET) paid by the contractor exceeds the assumed rate, the MSBSD and the contractor will share equally in the additional cost. When the monthly average fuel price (excluding FET) paid by the contractor is lower than the assumed rate, the MSBSD and the contractor will share equally in the cost savings. The invoiced price versus the assumed price shall determine whether MSBSD receives a credit or additional billing for fuel each month. The assumed price is subject to an annual adjustment based on the Anchorage CPI-U, calculated based on the method described in Section 3.5. The contractor is responsible for all costs for fuel storage and dispensing.

3.3.3.2 The MSBSD would consider proposals that include diesel, unleaded, and/or propane. The proposer shall use the following assumed rates (excluding FET):

Diesel: \$2.85/gallon  
Unleaded: \$2.80/gallon  
Propane: \$2.00/gallon

Costs above or below the foregoing baseline assumed rates will be compensated in the same manner outlined in the above section.

### 3.4 Invoicing of Services

#### 3.4.1 Daily Bus Invoicing for 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 MSBSD within five (5) calendar days after the end of each school month. Payment shall be issued to the contractor within 30 calendar days after receipt and approval of all required reports and documents. Payment may be temporarily withheld for non-



submission of required monthly reports or other documents requested by the MSBSD, incomplete reports, or inaccurate reports. Reports containing errors and/or omissions shall be returned to the contractor for correction.

3.4.2 Attendant/Monitor Invoicing

3.4.2.1 The contractor will provide regular education bus monitors and special education bus attendants as required.

3.4.2.2 The MSBSD will compensate the contractor for bus monitors and attendants at the hourly rate set forth in Attachment C: Cost Proposal Form. The contractor will be compensated at the hourly bill rate for each hour actually worked by monitors and attendants.

3.4.2.2.1 The bus attendant/monitor will be considered on duty for a time not to exceed ten minutes prior to leaving the bus terminal on the assigned bus route and ending five minutes after returning to the bus terminal after completion of the assigned bus route. This applies to an entire day's route and should not be interpreted to apply to each run or portion of a given route.

3.4.2.2.2 The contractor may also invoice for attendant/monitor wages for time in attendance at required in-service training and required safety meetings.

3.4.3 Charter Invoicing

3.4.3.1 The contractor shall supply a sufficiently detailed charter invoice to the MSBSD, including separate line items for travel time, standby time, driver per diem, and hotel reimbursement, if applicable.

3.4.3.2 Copies of charter/activity trip sheets shall be submitted in accordance with Section 7.4.14.

3.4.3.3 The invoice shall be reviewed and returned to the contractor for correction or credit in case of errors. The MSBSD may use their routing system to verify and back check charter hours billed.

3.5 Annual Rate Adjustment

3.5.1 Rates for requested services shall be adjusted during the second, third, fourth, and fifth year of the contract, 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 each fiscal year, based on the change in the CPI-U for the previous calendar year, on a percentage basis to apply on the contract rate effective the first day of the ensuing regular school year. If the contract is renewed for an additional five years, this provision shall also apply to the sixth, seventh, eighth, ninth, and tenth year.

3.5.2 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 change in the CPI-U, 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 change in the 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.

3.5.3 The CPI-U used to determine adjustments shall be the CPI-U published during or closest to the end of the calendar year. If the dates of publication encompass other than a twelve-month period, the MSBSD may adjust the CPI-U difference proportionally. If the Department of Labor changes the basis upon which it computes the index, the MSBSD may, for the adjustment period affected by such change, determine and apply a conversion factor to equate the new index to the old.



- 3.6 Daily Bus Rate Provisions
  - 3.6.1 The following compensation provisions apply only to those services (regular education and special education routes) compensated on a single daily bus rate.
  - 3.6.2 Single Daily Bus Rate
 

Payment shall be made to the contractor for services on a single daily bus rate, as established and detailed in Attachment C: Cost Proposal Form. All vehicles under the same category of service 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 that 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 MSBSD 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 12:00 A.M. and ending at 11:59 P.M. that same calendar day.
  - 3.6.3 Discontinued Routes
 

If a reduction in service is necessary or justified, the MSBSD 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.
  - 3.6.4 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.
  - 3.6.5 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 single daily bus rate for those buses that have begun routes prior to notification of the closure, provided the contractor has complied with the road condition reporting requirements of the contract.
  - 3.6.6 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.
  - 3.6.7 Annual Adjustment
 

The single daily bus rate is subject to an annual adjustment based on the Anchorage CPI-U, calculated based on the method described in Section 3.5.
  - 3.6.8 If, at any time, it becomes apparent that one or more provisions of this contract are in conflict with Federal or State Law, or with the duly promulgated regulations of the MSBSD as now existing or as amended over the life of the contract, the contractor agrees to be bound by changes to applicable statutes and regulations. The MSBSD will negotiate equitable adjustments to cover any compliance requirements as set forth by Federal or State Law. All such changes will become effective upon execution of a written amendment to this contract.
- 3.7 Attendant/Monitor Rate Provisions
  - 3.7.1 The contractor will provide regular education bus monitors and special education bus attendants as required.
  - 3.7.2 The contractor shall provide an hourly rate for regular education bus monitors and special education bus attendants as provided on Attachment C: Cost Proposal Form.
  - 3.7.3 The contractor will be responsible for all training and will bear all employee fringe benefit costs and training costs.



- 3.7.4 The attendant/monitor hourly rate is subject to an annual adjustment based on the Anchorage CPI-U, calculated based on the method described in Section 3.5.
- 3.8 Charter Rate Provisions
  - 3.8.1 Short Haul Charter/Activity Trips
    - 3.8.1.1 Short Haul Charter Hourly Rate
 

The contractor shall provide an hourly rate for short haul charter and activity trips as provided on Attachment C: Cost Proposal Form. It is understood that the hourly rate includes fuel costs based on the same assumptions and terms used for the single daily bus rate, per Section 3.3.3. The contractor shall be compensated for travel time from the bus lot or the location of the last delivery point within the MSBSD, whichever is closer. At the end of the trip, the contractor shall be compensated for the time required to travel back to the bus terminal or next pickup location, whichever is closer.
    - 3.8.1.2 Standby Time
 

Standby time will be paid for any time thirty (30) minutes or more that the bus is not in motion with students on board during a short haul charter or activity trip. When standby time is necessary, standby time will be compensated at the same hourly charter rate that applies to the rest of the trip. When practicable, and if it will result in a lower charge to the MSBSD, the driver shall instead return to the bus terminal during standby time, and the contractor will charge only for the actual travel time.
    - 3.8.1.3 The short haul hourly charter rate is subject to an annual adjustment based on the Anchorage CPI-U, calculated based on the method described in Section 3.5.
  - 3.8.2 Long Haul Charter/Activity Trips
    - 3.8.2.1 Long Haul Charter Rates
 

Pricing for long haul charter and activity service rates shall be negotiated separately from this contract. However, all contractual requirements contained herein shall remain applicable.
    - 3.8.2.2 Driver Per Diem Rate
 

Pricing for per diem rates for long haul charter and activity trips shall be negotiated separately from this contract.
    - 3.8.2.3 Hotel Reimbursement
 

When long haul charter and activity trips necessitate an overnight stay by the driver, the MSBSD shall compensate the contractor for the actual cost of the overnight accommodations. The contractor agrees that accommodations will be booked at reasonably economical rates for the location.

#### 4. **ROUTING**

- 4.1 Computerized Routing
 

Bus routing, both regular education and special education, for all service areas shall be accomplished through the use of computerized routing program(s). The MSBSD shall determine the program(s) and version(s) to be used. The routing software currently used by the MSBSD is Tyler Technologies' VersaTrans Routing and Planning and plans to transition to Tyler Technologies' Student Transportation before the 2025-2026 school year.
- 4.2 Creation and Approval of Routes
 

Bus routes, bus runs, and bus stops will be established by the MSBSD in its sole discretion. The contractor shall not alter, delete or create bus stops, runs, or routes. The MSBSD will determine the location of bus stops and the design of bus runs and routes at the beginning of each school year and will modify routes and runs when necessary due to changes in student population, changes in programs or program locations, or





location of attendance centers. All bus stops, bus runs, and bus routes are subject to modification or elimination at any time during the life of the contract. The contractor is required to report to the MSBSD immediately any unsafe conditions relative to bus routes, location of school bus stops, or any other operational issues. Drivers or other contractor personnel who alter routes without MSBSD approval may be subject to removal from MSBSD service.

#### 4.3 Timing of Routes

4.3.1 Students shall be transported in strict accordance with times set by the MSBSD. Students are to be delivered to attendance centers at the time designated on route time schedule. Buses must be in position at attendance centers ten (10) minutes prior to school dismissal or attendance center ending time to provide end-of-day transportation. The MSBSD, at its discretion, may schedule routes outside of the usual arrival and departure windows.

4.3.2 In the case that a bus arrives to drop-off/pick-up location early, departure time will remain the same as scheduled to maintain subsequent drop-off/pick-up times.

#### 4.4 Failure to Complete Route

4.4.1 If a bus fails to complete any portion of its route or if there is a collision or incident of any kind, the contractor shall notify the Transportation Office immediately by telephone, and follow up with written notification within twenty-four (24) hours.

4.4.2 If a bus cannot complete a bus run, a spare bus shall be dispatched. Individual bus runs are not to be double run without approval of the MSBSD. Liquidated damages may be assessed for runs that are double run without approval.

#### 4.5 Designation of Eligible Riders

##### 4.5.1 Transport Zones

Students living less than one and one-half (1 1/2) miles from their attendance center shall not be carried on any regularly scheduled route without the approval of the MSBSD. All MSBSD designated hazardous transportation routes and students eligible to ride under the MSBSD's hazardous provisions shall be approved and authorized in accordance with the guidelines provided by the MSBSD.

##### 4.5.2 Transportation of Private School Students

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

4.5.2.2 If directed by the MSBSD, the contractor shall transport special education students attending private school or special infant and early childhood training programs on special education routes if the students receive services from the MSBSD and transport is approved through the MSBSD'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 without prior approval of the MSBSD.

##### 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 MSBSD.

##### 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 MSBSD. Verbal authorization may be given by the MSBSD in an emergency. Verbal authorization shall be confirmed by written authorization from the MSBSD.



- 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 MSBSD directs. Special education routes shall be required to run midday segments if the MSBSD directs.
- 4.6 Record Keeping – Daily Bus Report (DBR)
  - 4.6.1 A daily bus report shall be prepared and completed on each route each day and made available to the MSBSD upon request.
  - 4.6.2 The contractor shall keep on file all DBRs for a period of five (5) years.
- 4.7 Route Changes
  - 4.7.1 The contractor shall notify students of changes in route times and stop locations in a manner approved by the MSBSD. The contractor shall notify students of changes in route times and stop locations not less than three (3) 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 necessary personnel. The contractor shall bear all costs related to copying of route sheets and other methods of change notice.
  - 4.7.2 School bus stops shall be established and approved by the MSBSD Transportation Office. The contractor shall not alter MSBSD-established and MSBSD-approved stops without prior approval of the MSBSD.
- 4.8 Dry Runs
  - 4.8.1 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, prior to first day of a newly established run or route, and prior to the assignment of a new permanent driver to a run or route. The actual buses and drivers assigned to the route shall perform the dry runs. The dry runs shall be performed at no cost to the MSBSD.
  - 4.8.2 Drivers and attendants of special education routes shall be required to deliver routing information to parents during the course of their dry run.
- 4.9 Road Condition Reporting  
The contractor shall be responsible for checking road conditions in his/her service area. Emergencies and/or weather conditions resulting from earthquake, flood, snow, freezing rain, ice and/or extremely cold temperatures sufficient to interrupt the flow of pupils or cause hazardous driving conditions shall be reported to the Transportation Supervisor no later than 4:15 A.M. Alaska time. In the event that conditions change after 4:15 A.M. or during A.M. routes, the Transportation Supervisor shall be notified immediately so that the MSBSD can determine if it is necessary to delay the start of school or cancel classes at a school or attendance center, a group of schools or attendance centers, or all schools.

## 5. **OPERATIONS**

- 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 in their proposal 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 contractor without the prior written permission of the MSBSD.
- 5.2 Limitations of Duties  
~~The extent and regional coverage of the MSBSD'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.~~ **Dedicated management staff is not required for Service Area III.**

- 5.3 Operations Staff Identification and Work Calendar
- 5.3.1 A list of operations staff shall be sent to the MSBSD 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 work contact numbers. An updated list shall be sent to the Transportation Supervisor as soon as an operations position becomes vacant or as soon as an operations position is filled.
- 5.3.2 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.
- 5.3.3 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.
- 5.3.4 Contractor shall notify MSBSD on a weekly basis of any planned absence for operational staff.
- 5.3.5 Positions vacant for a period of fourteen (14) days or more shall be filled temporarily on the fifteenth (15th) day with an individual knowledgeable and capable of performing the job responsibilities. Any vacant positions must be permanently filled within sixty (60) days of the vacancy.
- 5.3.6 All operations staff listed shall be provided a copy of this contract and shall become familiar with its content.
- 5.4 Staffing Requirements
- 5.4.1 One (1) contract manager shall be on duty all days that school is in session, including makeup days.
- 5.4.2 One (1) safety supervisor shall oversee all aspects of driver training and safety related issues. The safety supervisor shall be on duty all days that school is in session, including makeup days.
- 5.4.3 One (1) field safety officer shall be provided for every fifty-five (55) routes. A lead trainer shall be allowed to act as a substitute field safety officer.
- 5.4.4 ~~The Safety Coordinator and each Field Safety Officer must be provided a contractor vehicle for use while on duty. It is required that the contractor name with "Field Safety Officer" and "Safety Coordinator" be displayed on the vehicles.~~ **(Deleted)**
- 5.4.5 Three (3) full-time dispatchers shall be provided. A dispatcher must be on duty before the first A.M. check-in through the last A.M. checkout, and before the first P.M. check-in through the last P.M. checkout. 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. Sufficient dispatching staff must be available for dispatching all days that school is in session, including makeup days.
- 5.4.6 One (1) Certified Driver Trainer dedicated to training and evaluation shall be provided.
- 5.4.7 ~~One (1) vehicle maintenance supervisor with ASE mechanic certification shall be provided. The vehicle maintenance supervisor shall be on site all days that school is in session, including makeup days. ASE certification must be obtained within the first year of implementation of this contract.~~ **(Deleted)**
- 5.4.8 The contractor's managerial staff must be available to MSBSD and schools between bus runs during the day.



## **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, 2017 Revised Edition, is applicable to school buses manufactured on or after October 1, 2017.
- 6.1.1.3 Buses manufactured on or after October 1, 2017, shall be equipped and operated under the prevailing provisions of the 2015 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 MSBSD'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 No Type A, B, C, or D bus, including standby and spare buses, shall be more than twelve (12) years old during any year of the contract.
- 6.1.3.2 The average age of all Type A, B, C, and D buses in the fleet shall not exceed ten (10) years old during any year of the contract, unless authorized by the MSBSD.

#### **6.1.4 Fleet Age Calculation**

The average age of buses shall be computed at the beginning of each fiscal year based on the age of the buses. The age of the bus shall be determined by manufacture date. (A bus manufactured before July 1, 2025 shall be two (2) years old for the 2026-2027 school year. A bus manufactured after July 1, 2025 shall be one (1) year old for the 2026-2027 school year.)

#### **6.1.5 Non-Substitution 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 MSBSD. Failure to provide the proposed bus fleet shall be considered a material default.

#### **6.1.6 Bus Replacement**

- 6.1.6.1 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.
- 6.1.6.2 Any regular education bus replaced or added during the term of the contract shall be of the type and size determined and approved by the MSBSD.
- 6.1.6.3 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 MSBSD.
- 6.1.6.4 Specifications and floor plans for all new buses shall be approved by the MSBSD before the contractor submits orders.

#### **6.1.7 Bus Capacity**



- 6.1.7.1 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-5) and two-thirds (2/3) of the rated capacity for middle, junior, and senior high school students (grades 6-12).
- 6.1.7.2 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.
- 6.1.7.3 On regular education buses, students in grades K-5 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 6-12 shall be seated two (2) per seat, using two-thirds (2/3) of the manufacturer's rated capacity.
- 6.1.7.4 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.
- 6.1.8 Standby Buses
  - 6.1.8.1 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.
  - 6.1.8.2 The contractor shall be required to have one (1) standby bus operational, inspected, and available for service for every ten (10) special education buses or fractional part thereof, each of which shall meet all the requirement of the contract.
  - 6.1.8.3 The MSBSD 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.
  - 6.1.8.4 Standby buses that are out of service for fourteen (14) calendar days shall not meet the conditions outlined in above paragraphs, and the contractor shall be required to supply operational replacement buses within two (2) calendar days. Failure to do so may be considered a material default.
  - 6.1.8.5 The contractor may use standby and spare buses to perform charters during home-to-school run time with the prior approval of the MSBSD. However, home-to-school routes have priority. Route drivers are not to be pulled from routes to drive charters that are run during home-to-school times.
- 6.1.9 Tires
 

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 MSBSD shall not be responsible for the cost of the studded tires.
- 6.1.10 Chains
  - 6.1.10.1 ~~All buses, including standby and spare buses, shall be equipped with automatic rear drop chains (On Spot or comparable). The MSBSD shall not be responsible for the cost of automatic rear drop chains. In~~ **Service Area III, no automatic rear-drop chains will be required.**



- 6.1.10.2 When weather conditions warrant, the contractor shall issue a steering chain to each bus running on identified hazardous roads.
- 6.1.10.3 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.
- 6.1.11 Traction Control
  - All buses must be equipped with traction control mechanisms (i.e. no-slip differentials)
- 6.1.12 Engine Heaters/Interior Temperature
  - 6.1.12.1 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 MSBSD for assuring that all buses, including standby and spare buses, have a minimum interior temperature of forty-five degrees (45°) at shoulder height when students are transported.
  - 6.1.12.2 Operational electrical outlets and extension cords shall be provided for each bus in the fleet, including standby, spare, long haul and park-out buses.
- 6.1.13 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 one hundred twenty (120) degrees. The outside loading lights shall be connected to the red warning light circuit system.
- 6.1.14 Belt Cutter
  - All buses shall be equipped with a belt cutter.
- 6.1.15 First Aid Kit
  - All buses shall be equipped with a removable, moisture-proof and dust-proof first aid kit in an accessible place in the driver's compartment. It shall be mounted and identified as a first aid kit. The location for the first aid kit shall be marked. Contents of the first aid kit shall be in compliance with state standards.
- 6.1.16 Body Fluid Clean Up Kit
  - All buses shall be equipped with a removable and moisture-proof body fluid clean-up kit accessible to the driver. It shall be mounted and identified as a body fluid cleanup kit. Contents of the body fluid clean-up kit shall be in compliance with state standards.
- 6.1.17 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.
- 6.1.18 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. The system shall have, at minimum, 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 per bus. Camera specifications shall be approved by the MSBSD before the equipment is ordered.
- 6.1.19 Electronic Vehicle Inspection Report



- 6.1.19.1 All buses, including standby buses, shall be equipped with an Electronic Vehicle Inspection Report (EVIR) wireless system.
  - 6.1.19.2 The system shall be capable of collecting mileage information. The system shall be capable of conducting a full pre-trip inspection, an abbreviated pre-trip inspection, a security inspection, a post-trip/student check inspection, and a post-charter inspection. The system shall be capable of collecting data from buses parked at terminals and buses stationed at park-out locations.
  - 6.1.19.3 The contractor shall provide instruction to District staff on the use of the EVIR System. The contractor shall provide District staff login and passwords to access all EVIR functions and reports.
- 6.1.20 Global Positioning System
- 6.1.20.1 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 MSBSD's Transportation Office. All terminal locations shall have access to GPS. For tracking, the MSBSD currently uses Tyler Technologies' Suite, which includes GPS bus tracking and driver activity software as well as a mobile application to allow parents to access route information.
  - 6.1.20.2 At minimum, the GPS shall generate printable reports including mileage, speed, stop locations, stop times, and door opening events.
  - 6.1.20.3 The GPS shall be fully integrated with the MSBSD'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.
  - 6.1.20.4 The contractor shall provide instruction to MSBSD personnel on the use of the GPS.
- ~~6.1.21 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. (Deleted)~~
- 6.1.22 Crossing Gates  
 A crossing gate shall be installed on the front bumper of each bus to ensure students do not cross directly in front of bus.
- 6.1.23 Bus Exhaust  
 All diesel buses utilized may have the exhaust pipe extended and raised to an elevation equal to the height of the bus, provided such modifications do not interfere with current Federal Exhaust and Evaporative Emission standards. Adequate precautions shall be taken to protect against a person being burned by brushing against the pipe.
- 6.1.24 Strobe Lights  
 Strobe lights are to be operated only while students are on the bus. Strobe lights shall be activated at the first stop on each A.M. run and deactivated when the bus enters school grounds. For P.M. runs, strobe lights shall be activated when the service door is closed on school grounds and deactivated after students de-board at the last stop.
- 6.1.25 Bus Route Numbers
- 6.1.25.1 Bus route numbers shall be displayed on the front, rear, and both sides of each bus. The applicable identifying bus route numbers shall be displayed when students are being transported and when the buses are traveling to or from the route. The placards shall be approved by the MSBSD for size and format. When substitute buses are assigned to a route, such buses shall display the appropriate number.



6.1.25.2 Logo cards may 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 route numbers.

#### 6.1.26 Other Bus Requirements

Bus interiors shall be cleaned on a daily basis. Buses should be kept in a safe and sanitary condition at all times. 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 MSBSD at all times.

#### 6.1.27 Changes to Equipment Requirements

The MSBSD 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 MSBSD 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. Buses with such defects identified by Department Inspectors, contractor personnel, such as drivers and mechanics, or MSBSD personnel must be removed immediately from service until repairs are completed. If a standby bus will be put into service in place of a standard service bus for longer than twenty-four (24) hours, notification will be provided to the MSBSD as soon as practicable.

#### 6.1.29 Vehicle Maintenance

The maintenance of school transportation vehicles is deemed a critical safety issue and a strong determinant of a quality and responsive student transportation system. Therefore, the MSBSD 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 MSBSD a copy of its Alaska Mechanical Inspection form and the inspector's comment sheet for each bus in the fleet servicing the MSBSD 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 MSBSD reserves the right to require the following actions and damages:

6.1.29.1 If the Department inspection passing rate is eighty percent (80%) to eighty-nine and nine-tenths percent (89.9%), the contractor shall submit to the MSBSD 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 MSBSD personnel and approved by the MSBSD. 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.

6.1.29.2 If the Department inspection passing rate is eighty-five percent (85%) to eighty-nine and nine-tenths percent (89.9%), and the inspection passing rate does not achieve the ninety percent (90%) plus level during the next reporting period, the MSBSD reserves the right to assess damages of \$100 for each vehicle (or inspection) reported as failing under the inspection criteria.





- 6.1.29.3 If the Department inspection passing rate is eighty percent (80%) to eighty-four and nine-tenths percent (84.9%), and the inspection passing rate does not achieve the ninety percent (90%) plus level during the next reporting period, the MSBSD reserves the right to assess damages of \$250 for each vehicle (or inspection) reported as failing under the inspection criteria.
  - 6.1.29.4 If the Department inspection passing rate is seventy-nine and nine-tenths percent (79.9%) or less, the MSBSD 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 be liable for any costs the MSBSD may incur to assist the MSBSD in any review or monitoring of the action plan by any specialist of its choosing, as well as the 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. Regular education and special education buses will have separate frequencies. There will be no more than 120 vehicles assigned to any given frequency.
    - 6.2.1.2 The contractor shall provide information to the MSBSD on radio frequencies used. The MSBSD shall monitor radio transmissions between drivers and dispatch. The contractor shall not change radio frequencies without first providing written notice to the MSBSD.
    - 6.2.1.3 A backup system capable of maintaining radio contact with all routes shall be in place at the bus terminal(s) in the event of a loss of electrical power.
    - 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 State 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 key personnel. 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 MSBSD Transportation and Central Office personnel. Contractor operations staff or designated alternates shall be accessible via cell phone to the MSBSD twenty-four (24) hours per day, seven (7) days per week.
  - 6.2.2 Terminal Telephone Lines
    - 6.2.2.1 The contractor shall ensure that contact phone numbers appear in local telephone directories. Contractor phone systems 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 that



- requires the change of telephone numbers, the contractor shall give the MSBSD 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 MSBSD Transportation Office exclusively. The line shall be kept open and staffed each day of service until the last student has been delivered.
- 6.2.3 Office Equipment and Computer Hardware
- 6.2.3.1 At each bus terminal, the contractor shall utilize networked computer equipment with full-time, dedicated connection to the Internet. (A dial-up connection is not acceptable.) All computers and computer networks shall be adequately secured to protect MSBSD and contractor information and the integrity of the systems through the installation of firewalls, the latest versions of antivirus software or services, and the latest versions of operating systems.
    - 6.2.3.1.1 The contractor must satisfy general system security standards as well as adhere to MSBSD School Board Policy regarding student records, BP 5125 and its associated Administrative Regulation, AR 5125.
    - 6.2.3.1.2 The contractor must also satisfy and adhere to all federal and state security and privacy laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act (HIPAA).
    - 6.2.3.1.3 The contractor shall regard all video and associated information as confidential and will not disclose information to any third party.
    - 6.2.3.1.4 Upon the termination of the contract between the parties for any reason, or upon MSBSD's request, contractor agrees that it promptly shall return to MSBSD all customer data. The non-disclosure obligations of the contractor and its authorized representatives regarding the information contained in the customer data shall survive termination of the agreement between the parties.
    - 6.2.3.1.5 The contractor shall not transmit to or store any customer data on a server or other data storage medium located outside the United States of America. All customer data shall be encrypted in transit and at rest.
    - 6.2.3.1.6 The contractor shall notify MSBSD of a security breach by contacting the MSBSD as soon as practicable, but no later than twenty-four (24) hours after the contractor becomes aware of a security breach.
  - 6.2.3.2 At each bus terminal, the contractor shall be responsible for providing operational computers, networking equipment, and servers necessary to interface with the MSBSD computers used for bus routing.
    - 6.2.3.2.1 All computers (desktops, laptops, or servers) which contain MSBSD data shall be encrypted. MSBSD data shall not be stored or transferred on external media (such as USB flash drives or external hard drives) without taking appropriate measures to protect such data.
  - 6.2.3.3 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 software utilized by the MSBSD. Each of the following staff is required to have a computer on his/her work desk: contract manager, terminal managers, dispatchers (in the dispatch area), safety supervisors, safety officers, and shop managers. All staff with computers shall be trained to use Microsoft Office and other programs identified by the MSBSD. Staff with computers shall also be able to print from their workstations. All staff are requested to have access to operational color printers. All staff must have a valid electronic mail address and be able to respond to electronic mail messages.

6.2.3.4 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 should have color capability. All pieces of equipment shall be in operating order and supporting supplies shall be on hand and available for use.

## **7. REPORTS**

### **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 MSBSD, payment of invoices may be withheld until such time as complete and accurate reports are submitted to the MSBSD.
- 7.1.4 If the contractor is unable to complete or correct required reports and the MSBSD deems it necessary to do or redo the contractor's work, the contractor may be assessed liquidated damages per Section 12.
- 7.1.5 The contractor shall conform to the reporting time requirements and deadlines specified by the MSBSD or the Department. All monthly reports are due by the fifth (5th) calendar day of the following 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 MSBSD on forms approved by the MSBSD. 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, collision reports, late bus reports, and bus breakdown reports.
- 7.1.8 The MSBSD has 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**

#### **7.2.1 Business License**

Throughout the life of the contract, the contractor shall maintain its State of Alaska business license and any other applicable city or borough licenses and make such licenses available to the MSBSD upon request.

#### **7.2.2 Certificate of Insurance**

Throughout the life of the contract, the contractor shall maintain insurance coverage that satisfies the minimum insurance requirements of the MSBSD as specified in the contract and any additional requirements of the State of Alaska. The contractor shall make evidence of such insurance available to the



MSBSD upon request and notify the MSBSD immediately of any changes to or cancellations of policies and coverage.

#### 7.2.3 Performance Bond

Within thirty (30) calendar days of MSBSD School Board approval of the contract, the contractor shall submit to the MSBSD a performance bond in an amount equal to fifty percent (50%) of the annual estimated contract amount. Coverage should be dated to start July 1, 2026 to coincide with the start of the contract. The performance bond shall be renewed (or a new performance bond obtained) by the contractor and received by the MSBSD no later than July 1 of each year of the contract's duration, unless the MSBSD waives in writing all or part of the requirement. See Section 10 for specific performance bond requirements.

### 7.3 Equipment Reports and Documents

#### 7.3.1 Department School Bus Inspection Report

The contractor shall arrange for inspections by the Department School Bus Inspection Contractor of all transportation buses with re-inspection, 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 ensure that a copy of the inspection form and the inspector's comment sheet for each bus in the fleet servicing the MSBSD be provided to the MSBSD no later than three (3) calendar days following the inspection.

#### 7.3.2 Bus Maintenance Schedule Report

By August 1 of each year, the contractor shall file with the MSBSD 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 MSBSD 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 MSBSD shall have the right to order additional, reasonable inspections at no cost to the MSBSD. If the contractor's preventative maintenance policy or schedule changes during the contract, the MSBSD shall be notified in writing as soon as the policy or schedule changes.

#### 7.3.3 Bus Certification Report

7.3.3.1 By July 1 of each year, the contractor shall submit to the MSBSD 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 MSBSD before the contractor begins using any bus not included in the annual certification.

7.3.3.2 In addition, 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

7.4.1.1 Drill reports must be submitted triannually, one week after completion of drills for each service area.

7.4.1.2 The contractor shall ensure that drivers conduct instruction on safe boarding, riding, exiting, and emergency procedures as



required by AS 14.09.030. The contractor shall notify the MSBSD 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 (3) weeks of the school year, the dates for the second and third drills shall be specified by the MSBSD. 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.

7.4.1.3 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 MSBSD 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 MSBSD.

#### 7.4.2 Collision and Incident Reports

##### 7.4.2.1 Alaska Department of Public Safety Collision Report

The contractor shall report all pupil transportation vehicle collisions 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 Collision Report

7.4.2.2.1 The contractor shall report pupil transportation vehicle collisions to the Department on a monthly basis. The contractor shall use the form supplied by the Department.

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

##### 7.4.2.3 MSBSD Collision and Incident Report

7.4.2.3.1 In the event of a collision or incident of any kind, the contractor shall notify the MSBSD immediately by telephone. A follow-up notification shall be filed with the MSBSD within twenty-four (24) hours.

7.4.2.3.2 In the event of a collision 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 MSBSD's request.

7.4.2.3.3 The contractor's location manager or designee shall be responsible for answering inquiries from the public or media concerning any collisions or incidents involving contractor equipment or personnel. The MSBSD expects all inquiries to be answered as soon as practicable but within twenty-four (24) hours.

#### 7.4.3 Student Rosters/Seating Charts

7.4.3.1 The contractor shall require all drivers to create 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 MSBSD reserves the right to inspect



student rosters and seating charts with no advance notification to the driver or contractor. Copies shall be provided to the MSBSD upon request.

7.4.3.2 For combined school routes, higher-level grades must be seated in the rear of the bus and lower-level grades towards the front of the bus. The seating reports must reflect these seating assignments.

#### 7.4.4 Complaint Report

The contractor shall submit complaint reports to the MSBSD 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 MSBSD.

#### 7.4.5 Student Discipline Report

7.4.5.1 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 MSBSD Transportation Office, one part shall be submitted to the principal or attendance center administrator, and one part shall be retained by the contractor.

7.4.5.2 The student discipline report should be delivered to the principal or attendance center administrator on the day of the incident, preferably after the run has been completed. The Transportation Office'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 Office.

#### 7.4.6 Late Bus Report

The MSBSD shall be notified via email as soon as possible of a delayed bus.

#### 7.4.7 Bus Breakdown Report

The MSBSD shall be notified via email as soon as possible of a delayed bus.

#### 7.4.8 Daily Bus Reports (DBRs) required by the MSBSD

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

7.4.8.2 DBRs shall be logged and stored for privacy and record keeping purposes, accessible to the MSBSD upon request.

7.4.8.3 The following information shall be contained on the DBR:

7.4.8.3.1 Student counts for each school broken down as follows: separate counts for public, and nonpublic, and if applicable, hazardous zone students.

7.4.8.3.2 Actual (as opposed to scheduled) arrival/departure time at attendance centers.

7.4.8.3.3 Time of first student pick-up in the morning and time of last student discharge in the afternoon.

7.4.8.3.4 Total miles, live miles, and deadhead miles for each run.

7.4.8.3.5 Actual departure time from attendance centers.

7.4.8.3.6 Other information required by the MSBSD.

#### 7.4.9 Dispatch Log

7.4.9.1 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. Separate dispatch logs shall be kept for regular education routes and special education routes.

7.4.9.2 The contractor shall submit the weekly report to the MSBSD by Tuesday of the following week via email. 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 (Regular and Special Education)
  - 7.4.10.1 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.
  - 7.4.10.2 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.
  - 7.4.10.3 The reports are due to the MSBSD by the fifth (5th) calendar day the following month. The contractor shall be responsible for formatting and distributing the student count reports for each month and service area.
  - 7.4.10.4 The MSBSD may require a weekly student count report for any attendance area, which shall be due by Tuesday of the following week.
- 7.4.11 Mileage Report
  - 7.4.11.1 The contractor shall submit a monthly mileage report by unit number for each service area. The report shall use data generated by an Electronic Vehicle Inspection Reporting (EVIR) system.
  - 7.4.11.2 The report is due to the MSBSD by the fifth (5th) calendar day the following month. The contractor shall be responsible for formatting and distributing the EVIR report for each month students are transported.
- 7.4.12 No-Show Report Special Education Routes (if applicable)
  - 7.4.12.1 The contractor shall record weekly no-show reports for each service area detailing those students who were no-shows on special education routes.
  - 7.4.12.2 Reports shall be available to the MSBSD upon request and kept for a minimum of five (5) years.
- 7.4.13 Bus Out-of-Service Report
  - 7.4.13.1 The contractor shall record a weekly report for each service areas listing buses taken out of service during the week, the reason for each removal, and the duration of each removal.
  - 7.4.13.2 Reports shall be available to the MSBSD upon request and kept for a minimum of five (5) years.
- 7.4.14 Charter/Activity Trip Sheets
 

All charter/activity trip sheets must be sent to the MSBSD within five (5) business days of the trip completion.
- 7.5 Personnel Reports and Documents
  - 7.5.1 Training Manuals
    - 7.5.1.1 The contractor shall submit to the MSBSD upon award of the contract a complete set of training manuals for drivers, attendants/monitors, and operations staff.
    - 7.5.1.2 The contractor shall submit to the MSBSD all revisions and updates to the manuals as they occur.
  - 7.5.2 Wage and Benefit Structure
 

Contractor shall establish a wage and benefits structure for employees and shall make this document available to the MSBSD upon request.
  - 7.5.3 Training Plan for Management, Operations Personnel, and Bus Staff
 

The contractor shall submit in writing to the MSBSD 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 timeline. The training report shall also describe how training shall be provided to drivers and attendants/monitors hired during the school year.



- 7.5.4 Driver and Attendant/Monitor Report
 

The contractor shall report to the MSBSD in writing, the names of drivers, attendants, and monitors who are trained, licensed, and hired, along their associated route assignments (when applicable), on a weekly basis.
- 7.5.5 Safety Meeting Attendance Report – All Drivers and Attendants/Monitors
  - 7.5.5.1 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 meeting dates and makeup meeting dates shall be submitted to the MSBSD by August 1 of each year. The contractor shall provide the MSBSD with an agenda for each meeting. Copies of the attendance rosters for regular and makeup meetings shall be provided to the MSBSD by the last day of the month during which the meeting was held.
  - 7.5.5.2 The MSBSD has the right to attend any or all safety meetings.
- 7.5.6 Special Education Meeting Attendance Report – Special Education Drivers, Special Education Attendants, and Regular Education Monitors (if applicable)
  - 7.5.6.1 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 meeting dates and makeup meeting dates shall be submitted to the MSBSD by August 1 of each year. The contractor shall provide the MSBSD with an agenda for each meeting. Copies of the attendance rosters for regular and makeup meetings shall be provided to the MSBSD by the last day of the month during which the meeting was held.
  - 7.5.6.2 The MSBSD has the right to attend any or all training meetings.
- 7.5.7 Personnel Files
  - 7.5.7.1 The contractor shall maintain current personnel files on all employees. Personnel files shall contain, but are not limited to the following information:
    - 7.5.7.1.1 Employment application
    - 7.5.7.1.2 Interview and hiring records
    - 7.5.7.1.3 Training records
    - 7.5.7.1.4 Employee discipline records
    - 7.5.7.1.5 Evaluations
    - 7.5.7.1.6 DMV driving record
    - 7.5.7.1.7 Check ride reports
    - 7.5.7.1.8 Background check
  - 7.5.7.2 These files shall be open to inspection by the MSBSD during regular business hours. To the extent permitted by law, the MSBSD shall maintain the confidentiality of the MSBSD’s personnel files.
- 7.5.8 Contractor’s Response to Annual Evaluation Report by the MSBSD
  - 7.5.8.1 The MSBSD 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 MSBSD and the contractor may establish an ongoing evaluation process, which may culminate with an annual evaluation by the MSBSD of the contractor’s performance. If required by the MSBSD, the evaluation shall take place in June of each year the contract is in effect.
  - 7.5.8.2 If the annual evaluation of the contractor by the MSBSD is held, it shall be both oral and written and shall detail the strengths





and weaknesses of the contractor's performance during the preceding school year. The MSBSD shall also provide the contractor with a list of improvement objectives to be implemented for the next school year.

7.5.8.3 By August 1 of the new school year, the contractor shall submit to the MSBSD a written response detailing plans to meet the improvement objectives presented by the MSBSD.

#### 7.5.9 Miscellaneous Reports

The contractor may be required to submit other documentation and reports relevant to student transportation when requested by the MSBSD, the Department, or other agencies during the term of the contract. If State or Federal reporting requirements change, the MSBSD reserves the right to change the report due dates and report contents.

## **8. PERSONNEL REQUIREMENTS**

### 8.1 General

8.1.1 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 MSBSD 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 MSBSD believes that to be successful, the contractor must hire and retain an experienced work force. Employee longevity rewarded through both monetary and nonmonetary benefits are encouraged.

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 MSBSD 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 off-duty conduct, especially as it pertains to interactions with children, aside and apart from their employment responsibilities, shall have a bearing on their continued service under this contract. Contractor shall have in place and communicate a policy which establish rules regarding prohibited work related off duty conduct. Such policy will at minimum restrict fraternization with school aged children outside of working hours to include interactions in person, via phone, on social media, etc.

### 8.3 MSBSD Right to Approve, Reject, or Remove from MSBSD Service Contract Employees

8.3.1 The MSBSD reserves the right to approve, reject, or require the contractor to remove from MSBSD 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 MSBSD, in its sole discretion, may require the contractor to remove from MSBSD service any employee the MSBSD 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 MSBSD immediately. The contractor shall provide written confirmation of such removal.

8.3.3 The contractor agrees to take appropriate disciplinary or corrective action against an employee if the MSBSD, 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. In relation to unsatisfactory performance, which is so serious in the sole judgment of the MSBSD as to require removal of a particular employee from MSBSD service, the contractor will receive one (1) verbal warning from the MSBSD. Following receipt of such verbal warning, the employee's continued unsatisfactory performance of the same nature will result in the contractor receiving formal written notification from the MSBSD specifying the precise difficulty, and requesting removal of the employee from MSBSD service. Upon receipt of such written notification, the contractor shall have three (3) working days to remove the employee from MSBSD service. However, the MSBSD 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 MSBSD may request the contractor remove the employee from MSBSD service without prior written notice. Except with respect to MSBSD requests for removal of an employee from MSBSD service, determination of any appropriate sanctions or actions rests with the contractor, who shall be obligated to deal responsibly and responsively to such MSBSD requests. The contractor shall make all employees aware of this provision.

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 MSBSD's right to request disciplinary or corrective action against an employee or to reject or remove from MSBSD service contractor staff to the maximum extent allowed by law.

#### 8.4 Contractor's Right to Remove Employees from MSBSD Service

Nothing contained in this contract shall impair the contractor's right to remove or suspend from MSBSD 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 The contractor shall conduct fingerprinting and background checks for all its employees. The background check shall be in accordance with AS 12.62.160 and MSBSD School Board policy BP 4112.5. The contractor shall provide the MSBSD immediate access to background check reports and results upon request.

8.5.1.3 The contractor shall notify the MSBSD contract administrator, in writing, of its intention to hire an applicant whose background check returned adverse information. If the applicant has past convictions for crimes involving harm or risk of harm to children (such as those outlined in Section 8.5.3.2), that information shall be included in the written notification to the MSBSD of the contractor's intention to hire. If the applicant has past felony convictions (for any reason), that information shall be included in the written notification to the MSBSD of the contractor's intention to hire.



- 8.5.1.4 The contractor shall inquire whether an applicant has ever been terminated from any position involving student transportation or from any position involving childcare, child maintenance, or other employment involving children. If so, and the applicant is being hired, the contractor shall follow up with the entity that terminated the applicant and notify the MSBSD, in writing, of the circumstances of the termination(s).
- 8.5.1.5 The contractor shall reveal to the MSBSD any situation when it proposes to employ an individual who has been terminated by the MSBSD for cause.
- 8.5.2 Tobacco, Alcohol and Drugs
  - 8.5.2.1 No employee may use, distribute, or sell tobacco, or any non-FDA approved tobacco or nicotine delivery products or devices, including but not limited to cigarettes, cigars, dip, hookah pens, e-cigarettes, and dissolvable nicotine products on MSBSD premises or while performing any service under the contract.
  - 8.5.2.2 No employee shall be under the influence of, or have in his/her possession, alcohol, marijuana, or other any other forms of narcotics, while performing any service under the contract nor shall a driver be permitted to use alcoholic beverages, marijuana or any other form of narcotics prior to, during, or between daily bus runs.
  - 8.5.2.3 The contractor shall establish a pre-employment drug screening program approved by the MSBSD for all new employees. Random, reasonable suspicion, and post-collision drug and alcohol testing shall be conducted by the contractor in compliance with State and Federal regulations using a MSBSD-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 removal from service of the employee involved.
  - 8.5.2.4 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.
  - 8.5.2.5 All contractor employees are required to comply with MSBSD School Board Policy, BP 4020, Drug, Tobacco and Alcohol-Free Workplace.
- 8.5.3 Pending Charges
  - 8.5.3.1 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 in service of the contract while those actions are pending as school bus drivers, attendants/monitors, or other employees of the contractor who have or may have contact with the students.
  - 8.5.3.2 These actions include but are not limited to:
    - 8.5.3.2.1 Sexual abuse of a minor in any degree (AS 11.1.434-11.41.440)
    - 8.5.3.2.2 Sexual assault in any degree (AS 11.14.410-11.41.425)
    - 8.5.3.2.3 Incest (AS 11.41.450)
    - 8.5.3.2.4 Unlawful exploitation of a minor (AS 11.41.455)
    - 8.5.3.2.5 Contributing to the delinquency of a minor (AS 11.51.130)
    - 8.5.3.2.6 Possession of a controlled or imitation controlled substance (AS 11.71 or AS 11.73)



- 8.5.3.2.7 Promoting prostitution in the first or second degree (AS 11.6.110 or AS 11.6.120)
- 8.5.3.2.8 Indecent exposure in the first or second degree (AS 11.41.4548 or AS 11.41.460)
- 8.5.3.2.9 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
- 8.5.3.2.10 Persons charged with other crimes involving harm or risk of harm to children.
- 8.5.4 License Suspended or Revoked
  - 8.5.4.1 A person charged or convicted with driving while intoxicated, under the influence of narcotics, or failure to submit to a breathalyzer test shall not be accepted or retained as a school bus driver while those actions are pending.
  - 8.5.4.2 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.
- 8.5.5 Sex Offenders  
Per MSBSD School Board Policy BP 3515.7, no contractor employee may have a criminal record of any conviction for child abuse or assault, or be on the State of Alaska or other state Sexual Offender Registry.
- 8.6 Preference for Experienced Employees  
The contractor shall solicit applications from and make every reasonable effort to hire experienced employees, including bus drivers and attendants/monitors who, in the preceding contract term, have performed satisfactorily.
- 8.7 Rate of Pay
  - 8.7.1 The contractor shall establish a wage and benefit structure that is designed to attract, employ, and keep experienced drivers, special education bus attendants, regular education bus monitors, and other staff.
  - 8.7.2 The driver's wage schedule cannot be diminished during the life of the contract. The contractor shall pay all drivers a wage that, 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 of the Alaska Department of Labor, for additional information regarding the minimum wage rates that may be in effect at the commencement of the contract. 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.
- 8.8 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 driver license (CDL) with passenger endorsement and an Alaska school bus driver permit issued by the Alaska Department of Motor Vehicles Employees who drive a school bus without proper licensing shall be removed from MSBSD service. All drivers must be at least twenty-one (21) years of age.
  - 8.8.2 Driver Training
    - 8.8.2.1 Pre-Service 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 AAC 27.240. The driver training program shall meet the minimum standards established and approved by the MSBSD.

8.8.2.2 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 MSBSD prior to August 1 of each year.

8.8.2.3 In-Service Training

Each driver shall receive a minimum amount of eight (8) hours in-service training each year. This training shall occur during the school year and is in addition to the 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 MSBSD, in writing, of the times and content of all driver in-services prior to the start of the school year. The time required for written tests and road tests required by the State of Alaska Department of Administration, Department of Motor Vehicles shall not be used to satisfy required in-service 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 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 routes 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 behind the wheel (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 MSBSD 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 in 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 on route for at least two (2) workdays with students present. The term "veteran" refers to a driver with one (1) or more years' experience. The MSBSD may waive the 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 MSBSD 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 meeting dates and makeup meeting dates shall be submitted to the MSBSD by August 1 of each year. The contractor shall provide the MSBSD with a meeting agenda at least two (2) weeks prior to the meeting. The contractor shall notify the MSBSD 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 may be required, upon MSBSD request, for all route drivers, standby and substitute drivers, and attendants/monitors. A copy of the attendance roster shall be provided to the MSBSD by the last day of the month in which the meeting was held. A makeup session may be scheduled for any driver who is unable to attend the regular meeting. Videotaping 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 Meetings with Principals
 

All drivers may be required to attend a meeting with each principal/designee from the school that the driver serves if scheduled by the MSBSD during the first three (3) weeks of school each year (after route bidding) or at a maximum of three (3) times during the school year. The start time, place, and duration of these meetings shall be at the sole discretion of the MSBSD. The contractor shall be responsible for all employee costs incurred for these meetings.
  - 8.8.3.3 Student Safety Instruction
    - 8.8.3.3.1 If requested by the MSBSD, the contractor shall provide personnel, supplies, and equipment to conduct annual "Meet the Bus" student orientation events at elementary schools as scheduled by the MSBSD.
    - 8.8.3.3.2 The contractor shall provide student instruction as required by AS 14.09.090(a)(1)-14.09.030(a)(3) on safe boarding, riding, exiting, and emergency



procedures to school children transported to/from an attendance center by school bus.

8.8.3.4 Other Meetings

The MSBSD 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 MSBSD, attendance by appropriate personnel is mandatory.

8.8.4 Standby Drivers

8.8.4.1 The MSBSD 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 of experience driving buses.

8.8.4.2 The contractor shall provide the following number of standby drivers for each of the MSBSD's service areas and service categories:

8.8.4.2.1 Regular Education

One (1) standby driver for every eight (8) regular transportation routes.

8.8.4.2.2 Special Education

One (1) standby driver and one (1) standby attendant for every eight (8) special education routes.

8.8.4.3 These drivers and attendants shall be available morning and afternoon to substitute on temporarily open routes and to fill in for no show drivers. The contractor shall develop and maintain a program that ensures senior drivers are attracted and hired for standby positions.

8.8.5 Substitute Drivers

8.8.5.1 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.

8.8.5.2 The contractor shall provide the following number of substitute drivers for each of the MSBSD's service areas: one (1) substitute driver for every eight (8) routes.

8.9 Technician Requirements

8.9.1 The contractor shall maintain a bus-to-technician ratio not to exceed 25:1. Supervisory, clerical, and utility personnel are not to be counted and included in the calculation of the ratio. A minimum of one (1) 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. ASE certification must be obtained within the first year of implementation of this contract. The MSBSD will monitor progress. The MSBSD will consider a higher bus-to-mechanic ratio if more than 85% of the buses used are new in the first year of the contract. However, the contractor must provide a detailed plan outlining staffing ratios and the overall vehicle maintenance program during the life of the contract.

8.9.2 The contractor is encouraged to provide technicians with ASE certification.

8.10 Other Personnel Requirements

8.10.1 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.

8.10.2 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 MSBSD.

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

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

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

8.10.3.3 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 to 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.

9.2 Insurance coverage and deductible amounts shall be provided in acceptable form and for the minimum amounts specified by the MSBSD in Appendix 3, Insurance Requirements, and for any additional requirements of the Department, and as required by law, whichever is greater.

9.3 Failure to furnish proper evidence of insurance, or the lapse of insurance required under the provisions of the contract, may be grounds for termination of the contract.

**10. PERFORMANCE BOND REQUIREMENTS**

10.1 Delivery

Within thirty (30) calendar days of MSBSD School Board approval of the contract, the contractor shall submit to the MSBSD a performance bond in an amount equal to fifty percent (50%) of the annual estimated contract amount. The bond coverage should be dated to start July 1, 2026 to coincide with the start of the contract.

10.2 Duration of Bond

The performance bond shall be renewed (or a new performance bond obtained) by the contractor and received by the MSBSD no later than July 1 of each year of the contract's duration, unless the MSBSD waives in writing all or part of the requirement.

10.3 Requirements for Insurer Safety

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 MSBSD.

10.5 Form of Bond

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

10.6 Optional Reduction in Bond





The MSBSD, 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 MSBSD Required

If the MSBSD, 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 MSBSD 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 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 MSBSD.
- 11.2 Each party shall indemnify, defend, and hold harmless the other party from and against any claim of, or liability for, negligent acts, errors, and omissions of the other party under this agreement. However, a party is not required to indemnify, defend, or hold harmless the other party for a claim of, or liability for, the independent negligent acts, errors, and omissions of the other party. If there is a claim of, or liability for, a joint negligent act, error, or omission of both parties, the indemnification, defense, and hold harmless obligations of this provision shall be apportioned on a comparative fault basis.

**12. LIQUIDATED DAMAGES**

12.1 Definition and Purpose of Liquidated Damages

12.1.1 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. Due to 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 MSBSD agree that the MSBSD 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.

12.2 Determination of Liquidated Damages

- 12.2.1 Radio transmissions, logs, and reports from the contractor and MSBSD personnel shall be used as verification of occurrences that may result in assessment of liquidated damages.
- 12.2.2 Liquidated damages shall not be assessed for transport delays that are, in the sole judgment of the MSBSD, clearly and unquestionably caused by factors totally beyond the control of the contractor.
- 12.2.3 Liquidated damages will be tracked but not assessed during the first three (3) full weeks of school, in order to assist the contractor in identifying issues.



- 12.2.4 If a single incident involves more than one (1) category of performance deficiency, the liquidated damages that the MSBSD may assess are cumulative.
  - 12.2.5 The MSBSD must notify the contractor of liquidated damages assessed within sixty (60) days of when the contractor 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 MSBSD fails to alert the contractor of its intention to assess liquidated damages within sixty (60) days of when the MSBSD is informed of, or becomes aware of any incident that could give rise to the same, the liquidated damages for that incident will be waived.
- 12.3 Deduction of Liquidated Damages
- 12.3.1 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 MSBSD 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.
  - 12.3.2 The contractor may appeal the assessment of a liquidated damages amount by submitting a written notice of appeal to the Transportation Supervisor 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 MSBSD. The Transportation Supervisor shall issue a decision regarding an appeal by the twenty-fifth (25th) calendar day of the month. The contractor may appeal the Transportation Supervisor's decision by submitting a written notice of appeal to the Assistant Superintendent of Business and Operations no later than the last day of the month. The contractor may appeal the decision of the Assistant Superintendent of Business and Operations by submitting a written notice of appeal to the Superintendent within ten (10) calendar days following receipt of the decision by the Assistant Superintendent of Business and Operations. The decision of the Superintendent is final.
- 12.4 Types of Liquidated Damages
- 12.4.1 The MSBSD 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:
    - 12.4.1.1 Operation of any vehicle by a driver who has not presented evidence of having received training as specified herein;
    - 12.4.1.2 Use of an out-of-service bus to transport students; for example, a bus that has failed a state-required inspection;
    - 12.4.1.3 Failure to operate a segment;
    - 12.4.1.4 Failure to have vehicles pass state-required inspections resulting in a segment not operating;
    - 12.4.1.5 Failure to have an adequate number of spare buses resulting in a segment not operating, or an overloaded bus, or a double run or double segment;
    - 12.4.1.6 Consistently late performance. Late performance shall be evaluated on a case-by-case basis. A "late segment" 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) minutes after the scheduled dismissal or departure time.

- 12.4.2 Students shall be transported in strict accordance with times set by the MSBSD. Students are to be delivered to attendance centers at the time designated on route time schedule. Buses must be in position at attendance centers ten (10) minutes prior to school dismissal or attendance center ending time to provide end-of-day transportation. The MSBSD, at its discretion, may schedule routes outside of the usual arrival and departure windows.
  - 12.4.2.1 In the event the contractor fails to deliver students five (5) minutes prior to the scheduled school start time, the MSBSD may assess liquidated damages in the amount of thirty-five percent (35%) of the applicable daily bus rate for that specific route.
  - 12.4.2.2 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 MSBSD may assess liquidated damages in the amount of thirty-five percent (35%) of the applicable daily bus rate for that specific route.
- 12.4.3 If the MSBSD becomes aware that a missed or late run occurred but the missed or late run was not reported by the contractor to the MSBSD, the MSBSD may assess liquidated damages in the amount of \$100 for such non-reporting.
- 12.4.4 The MSBSD may 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.
- 12.4.5 The MSBSD may assess liquidated damages in the amount of \$500 for each instance of the contractor's failure to notify the MSBSD of a collision or incident within thirty (30) minutes of the event and \$500 for each additional thirty- (30) minute increment or portion thereof.
- 12.4.6 The MSBSD may assess liquidated damages in the amount of \$100 for each of the following:
  - 12.4.6.1 Failure to provide a qualified special education bus attendant on any route, run, or segment on which an attendant is normally assigned;
  - 12.4.6.2 Failure to complete a dry run;
  - 12.4.6.3 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 Each incident that management personnel listed in 6.2.1.5 fails to answer or respond to a cellular phone call from MSBSD personnel within fifteen (15) minutes of the time the call is placed.
  - 12.4.6.5 Each instance that the contractor fails to submit any report or document listed in Section 7.
  - 12.4.6.6 Each instance that the contractor is unable to complete or correct required reports (including activity trip sheets) and the MSBSD deems it necessary to do or redo the contractor's work.
- 12.4.7 The MSBSD may assess liquidated damages in the amount of \$50 for each of the following performance deficiencies:
  - 12.4.7.1 Failure of contractor's personnel to attend any required meeting or in-service training session scheduled by the MSBSD more than forty-eight (48) hours in advance;
  - 12.4.7.2 Use of more than four (4) different drivers to drive a given regularly scheduled route during a four (4) week period;
  - 12.4.7.3 Use of more than four (4) different bus attendants/monitors on any route requiring attendants/monitors during a four (4) week period;
  - 12.4.7.4 Each instance of operations personnel, office staff or technicians driving or attending on a route;



- 12.4.7.5 Failure to return an identification card (if required) to the contractor/MSBSD at the end of each school year or within ten (10) calendar days after an employee terminates employment with the contractor;
  - 12.4.7.6 Each day a video camera is not placed in a school bus when requested by the MSBSD or when the requested camera is inoperable;
  - 12.4.7.7 Each instance of a contractor employee making an unauthorized bus stop or altering a published route schedule;
  - 12.4.7.8 Each instance of a contractor employee not attending a mandatory monthly meeting or makeup session;
  - 12.4.7.9 Each instance of the contractor failing to conduct a check ride on a new driver within the first thirty (30) calendar days of employment;
  - 12.4.7.10 Each instance of the contractor failing to conduct check rides on drivers and attendants/monitors once each semester;
  - 12.4.7.11 Each instance of an unavailable or inoperable communication device;
  - 12.4.7.12 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;
  - 12.4.7.13 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;
  - 12.4.7.14 Each instance of the contractor delaying notification or not notifying the media, affected schools, or the MSBSD Transportation Office of late buses or canceled buses;
  - 12.4.7.15 Each instance of the contractor delaying notification or not notifying affected schools, the MSBSD Transportation Office or individual parents/guardians of special education bus riders of late buses or canceled buses.
- 12.4.8 The MSBSD may assess liquidated damages in the amount of \$25 for each of the following performance deficiencies:
- 12.4.8.1 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 MSBSD. 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;
  - 12.4.8.2 Each instance of a driver failing to keep an up-to-date route schedule and/or map;
  - 12.4.8.3 Each instance of the contractor failing to clean a dirty bus (interior and/or exterior) within twenty-four (24) hours of notice from the MSBSD;
  - 12.4.8.4 Each instance of a driver failing to display route or bus numbers, or logo cards;
  - 12.4.8.5 Each instance of any contractor employee failing to display an identification badge when on duty;
  - 12.4.8.6 Each instance of the contractor failing to replace lost or mutilated employee identification badges.
- 12.4.9 The MSBSD 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:
- 12.4.9.1 Failure to provide adequate equipment resulting in a trip leaving late or not operating;



- 12.4.9.2 Failure to provide adequate operating personnel, including required bus attendants/monitors, resulting in a trip leaving late or not operating.
- 12.4.9.3 If a charter is late reporting to the pickup point to the extent that the trip has to be canceled.
- 12.4.10 The MSBSD may assess liquidated damages for any position required in Section 5 that is vacant and remains unfilled after twenty (20) school days. The following damages will be assessed.
  - 12.4.10.1 21 – 40 days: \$250.00 per school day
  - 12.4.10.2 41 – 60 days: \$500.00 per school day
  - 12.4.10.3 61 - 89 days: \$750.00 per school day
  - 12.4.10.4 Over 90 days: \$1,000.00 per school day
- 12.4.11 The MSBSD may require the contractor to submit an improvement plan if the MSBSD after meeting with the contractor to review the history of liquidated damages determines that service is not acceptable.

### **13. DEFAULT, BREACH, DAMAGES**

- 13.1 Notice of Default by the Contractor
 

Upon the occurrence of a default by the contractor, the MSBSD 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.

  - 13.1.1 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.
  - 13.1.2 Critical Default
    - 13.1.2.1 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.
    - 13.1.2.2 If a critical default, in the opinion of the MSBSD, is life threatening, the MSBSD 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.
- 13.2 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.

  - 13.2.1 Review by MSBSD
 

No plan for cure shall be effective, or a substitute for cure, unless it is accepted in writing by the MSBSD. No plan for cure shall be accepted under any circumstances if it involves a critical default.
  - 13.2.2 Requirement of Bond
 

The MSBSD 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 MSBSD, as a condition to acceptance of a plan for cure.
- 13.3 Remedies on Contractor's Default
 

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

  - 13.3.1 Termination of Contract
 

In the event of an uncured material default, the MSBSD, 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 MSBSD 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 MSBSD because of the material default and the termination of the contract.

### 13.3.2 Lease or Purchase of Bus Fleet

Upon any material default by the contractor, or at any time, the MSBSD shall have the option, at its sole discretion, to purchase or lease from the contractor 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.

#### 13.3.2.1 Option to Lease

13.3.2.1.1 The contractor grants to the MSBSD an irrevocable option to lease all 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 acceptable condition and are able to pass the Alaska state bus inspection. The option to lease created in this contract may be exercised by the MSBSD when the MSBSD 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.

13.3.2.1.2 The rental payable to the contractor by the MSBSD on exercise of the option to lease shall be determined by appraisal. The contractor and the MSBSD 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 MSBSD 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.

#### 13.3.2.2 Option to Purchase

13.3.2.2.1 The contractor grants to the MSBSD an irrevocable option to purchase all 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 MSBSD when the MSBSD 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. 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.

13.3.2.2.2 The purchase price payable to the contractor by the MSBSD on exercise of the option to purchase shall be determined by appraisal. The contractor and the MSBSD 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 MSBSD 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.

#### 13.3.3 Substitute Performance

In the event of a material default, the MSBSD may contract for substitute performance as the MSBSD 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 MSBSD for the additional costs to the MSBSD.

#### 13.4 Notice of Default by the MSBSD

Upon the occurrence of a default by the MSBSD, the contractor shall provide the MSBSD 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 MSBSD has thirty (30) calendar days to cure or propose a plan for cure.

#### 13.5 Venue and Applicable Law

In the event of a dispute between the MSBSD 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, Palmer, Alaska. Alaska law shall govern interpretation of the contract.

## 14. **PERFORMANCE AND EVALUATION**

### 14.1 Annual Evaluation

14.1.1 The MSBSD 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 MSBSD and the contractor may establish an ongoing evaluation process, which may culminate with an annual evaluation by the MSBSD of the contractor's performance. If required by the MSBSD, the evaluation shall take place in June of each year the contract is in effect.

14.1.2 If the annual evaluation of the contractor by the MSBSD is held, it shall be both oral and written and shall detail the strengths and weaknesses of the



contractor's performance during the preceding school year. The MSBSD 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 MSBSD a written response detailing plans to meet the improvement objectives presented by the MSBSD.

14.2 Evaluation for Cause

The MSBSD, 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 MSBSD invokes this evaluation, the improvement objectives transmitted by the MSBSD to the contractor shall address the default(s). The contractor shall submit to the MSBSD 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 MSBSD, or the failure to comply with such a plan after receipt and acceptance by the MSBSD, shall be a material default.

14.3 Evaluation upon Material Default

The MSBSD, 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 MSBSD invokes this evaluation, the improvement objectives transmitted by the MSBSD to the contractor shall address the material default or defaults. The contractor shall submit to the MSBSD 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 MSBSD, or the failure to comply with such a plan after receipt and acceptance by the MSBSD, shall also be a material default.

**15. MISCELLANEOUS**

15.1 Force Majeure

15.1.1 Except as provided in the following paragraphs, force majeure shall not excuse breach of this contract.

15.1.1.1 Contractor

The contractor shall be partially or wholly excused from performance under the contract when, as determined by the MSBSD, the contractor is prevented from performance by:

15.1.1.1.1 Riot or civil disturbance;

15.1.1.1.2 Flood, earthquake, or other calamity of nature;

15.1.1.1.3 Governmental act (other than act of the MSBSD);

15.1.1.1.4 Strike or other labor strife by persons with whom the contractor deals, which substantially impairs the contractor's ability to perform the contract, and over whom the contractor has no control.

15.1.1.2 MSBSD

The MSBSD shall be partially or wholly excused from performance under the contract when, as determined by the MSBSD, the MSBSD is prevented from performance by:

15.1.1.2.1 Riot or civil disturbance;

15.1.1.2.2 Flood, earthquake, or other calamity of nature;

15.1.1.2.3 Governmental act, including governmental taking of school facilities for any purpose;

15.1.1.2.4 Strike or other labor strife, whether involving employees of the MSBSD or employees of persons with whom the MSBSD deals, which substantially impairs the MSBSD's ability to perform;





15.1.1.2.5 Failure of Funding: the MSBSD shall be excused from performance under the contract if funds for transportation reimbursement are not available from the Department.

15.2 Contract Amendments

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 MSBSD may make to the contract to bring the contract into compliance with applicable statutes and regulations. This contract is governed by AS14.09 and 4 AAC 27.

15.3 Prohibition on Assignment

15.3.1 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 MSBSD.

15.3.2 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.

15.3.3 Acquisitions

In the event the contractor is acquired by another firm by merger or otherwise, the MSBSD 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 MSBSD 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.

15.4 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.

15.5 Contractor Not MSBSD's Agent

The contractor is not the agent of the MSBSD. Rather, the contractor is a non-agent, independent contractor to the MSBSD, who has contracted to deliver the services described in the contract. The contractor shall have no authority – express, implied, or apparent – to bind the MSBSD to any contract or to any duty. The contractor is not a fiduciary to the MSBSD. The contractor specifically covenants that it shall not represent to any person that it is an agent of the MSBSD.

15.6 Time of Essence

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

15.7 Risk of Changes in Law

15.7.1 The MSBSD 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.

15.7.2 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 MSBSD 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 MSBSD imposing additional cost on the contractor shall be exempt from this section,



except that where the MSBSD has changed its regulations or policies in response to requirements of the United States or the State of Alaska this section shall apply.

15.8 Reduction in Funding

This contract is conditional on reimbursement from the Department, and any shortfall in funds to the MSBSD may result in a reduction of services, proportional reductions in the contract price, or termination of the contract.

**16. REGULAR EDUCATION MONITOR AND SPECIAL EDUCATION ATTENDANT REQUIREMENTS**

16.1 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.

16.2 Attendant/Monitor Training

16.2.1 Pre-Service 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 MSBSD and be authorized to certify successful completion of classroom and practical requirements. The MSBSD 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:

16.2.1.1 Responsibility and role of attendants and monitors;

16.2.1.2 Student management and behavioral problems;

16.2.1.3 Blood-borne pathogens;

16.2.1.4 Loading and unloading on special education buses;

16.2.1.5 Emergency/collision procedures and evacuation;

16.2.1.6 Basic knowledge of bus operation; and

16.2.1.7 Operation of lift equipment and car seat/safety restraint securement.

16.2.2 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 MSBSD prior to August 1 of each year.

16.2.3 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 MSBSD. 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 Transportation Office shall assist whenever possible with these training sessions. The contractor shall notify the MSBSD, in writing, of times and content of all attendant/monitor in-services prior to the beginning of the school year.

16.2.4 Performance Evaluation/Check Rides

16.2.4.1 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.
- 16.2.4.2 The MSBSD 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.
- 16.2.5 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) workdays with students present. Each new attendant/monitor shall ride a route(s) transporting wheelchair-using students, emotionally handicapped students, and preschool students. The term "veteran" refers to an attendant/monitor with one (1) or more year experience. The MSBSD may waive this requirement for good cause.
- 16.2.6 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.
- 16.2.7 First Aid and CPR
  - 16.2.7.1 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.
  - 16.2.7.2 Every attendant/monitor working with students shall possess current first aid as well as adult and child/infant CPR certification.
  - 16.2.7.3 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.
- 16.3 Attendant/Monitor Meetings
  - 16.3.1 Safety Meetings
    - 16.3.1.1 The contractor shall conduct safety meetings as deemed necessary by the contractor or the MSBSD 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 meeting dates and makeup meeting dates shall be submitted to the MSBSD by August 1 of each year. The contractor shall provide the MSBSD with a meeting agenda at least two (2) weeks prior to the meeting. The contractor shall notify the MSBSD of any major problems discussed at or arising from the meeting within three (3) calendar days of the meeting.
    - 16.3.1.2 Attendance at safety meetings is mandatory for all attendants/monitors. A copy of the attendance roster shall be provided to the MSBSD 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. Videotaping 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.
  - 16.3.2 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 MSBSD. The contractor shall be responsible for all employee costs



incurred for these meetings.

#### 16.3.3 Other Meetings

The MSBSD 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 MSBSD, attendance by appropriate personnel is mandatory.

#### 16.4 Attendant/Monitor Wage Provisions

16.4.1 The contractor shall hire regular education bus monitors as required by the MSBSD. Bus monitors shall be, for all purposes, the employees of the contractor and not the MSBSD.

16.4.2 The contractor shall be responsible for all training and shall bear all employee fringe benefit costs and training costs.

16.4.3 The MSBSD shall compensate the contractor for bus monitors and attendants at the hourly rate set forth in Attachment C: Cost Proposal Form. Contractor will be compensated for each hour actually worked by monitors and attendants.

16.4.4 The bus attendant/monitor will be considered on duty for a time not to exceed ten (10) minutes prior to leaving the bus terminal on the assigned bus route and ending ten (10) minutes after returning to the bus terminal after completion of the assigned bus route.

16.4.5 The MSBSD has the right to review monitor payroll records and to request detailed reports on monitors' daily bus assignments and work hours.

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

16.4.7 The cost of providing bus attendants for special education buses shall be separate from the single daily bus rate.

### 17. **SERVICE CATEGORY SPECIAL CONDITIONS**

#### 17.1 Regular Education

##### 17.1.1 Service Area Definition

17.1.1.1 Contractor shall provide regular education transportation services for Service Area III. Links to school attendance boundary maps for all schools can be found on the Transportation Department section of the MSBSD web site at [www.matsuk12.us/tra](http://www.matsuk12.us/tra).

17.1.1.2 Service Area III includes all schools, public and private, in the following communities: Glacier View and Eureka.

17.1.1.3 Service Area III is identified as that geographical area ~~east of approximately Mile 76.5 of the Glenn Highway and extends east to Lake Louise.~~ **from Mile Post 76.5 through Mile Post 143.5 of the Glenn Highway, Alaska Route 1.**

17.1.1.4 The service area boundaries may or may not change before the beginning of the 2026-2027 school year and/or during the life of the contract. The schools served may increase or decrease as MSBSD needs dictate.

##### 17.1.2 Service to Be Provided

Transportation shall be required for all students identified as eligible by the MSBSD 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 MSBSD directs.

##### 17.1.3 Route Configuration

17.1.3.1 Currently, bus runs are configured in a single-tiered routing system. Some bus routes may be double- or triple-tiered at the



direction of the MSBSD. Single-tiered bus routes consist of a set of A.M. and P.M. 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 may 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 MSBSD shall direct the specific configuration of route runs and segments utilized to make a complete route.

- 17.1.3.2 Shuttles with other routes may be required to accomplish student transport in the quickest, most cost-effective manner. In scheduling of routes, the MSBSD shall have the option of utilizing "multi-use" routes (or block of time for such) or whatever number of available runs are "open" for utilization for other programs as necessary. Special education routes may be directed by the MSBSD to be utilized, if possible, in regular education routes, and/or other programs including but not limited to kindergarten, gifted, and job and vocational sites.
- 17.1.3.3 The MSBSD may require midday service between a variety of schools and program locations.
- 17.1.3.4 Charters and activities transportation shall not be considered shuttles/midday service as defined above. Services for charters and activities will be invoiced separately.
- 17.1.3.5 Refer to Section 4 for more information about routing.

#### 17.1.4 Compensation

- 17.1.4.1 Compensation for required regular routes shall be paid on the basis of cost per bus per day. All regular education routes shall be paid the same daily rate regardless of the number of attendance centers or programs served on a single day.
- 17.1.4.2 In scheduling of the routes, the MSBSD 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.
- 17.1.4.3 Refer to Section 3 for more detailed information regarding compensation.

#### 17.1.5 Estimated Live Mileage

- 17.1.5.1 The daily total miles for the regular education routes provided in Appendix 7 is currently estimated at one hundred and thirty (130) live miles per day. The longest regular education route is currently estimated not to exceed seventy (70) live miles. The average daily live mileage per regular education route is currently estimated at approximately sixty-five (65) live miles per route per day. This estimate is based upon routes projected for the 2025-2026 (FY26) school year for similar service to that specified in this contract.
- 17.1.5.2 Deadhead mileage will be dependent on contractor's terminal location and cannot be estimated accurately by the MSBSD.
- 17.1.5.3 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 only.

#### 17.1.6 Estimated Live Time

- 17.1.6.1 The daily total hours for the regular education routes provided in Appendix 7 is anticipated to be approximately three (3) hours per day average, or less. The longest regular education route is estimated to be one hour and forty minutes (1:40). The average regular education route time is estimated to be one hour and thirty-three minutes (1:33). This estimate is based upon routes projected for the



- 2025-2026 (FY26) school year for similar service to that specified in this contract.
- 17.1.6.2 No additional compensation shall be paid for additional hours incurred on individual buses during the life of the contract. These estimates have been provided for informational purposes only.
- 17.1.6.3 Estimated live time does not include pre-trip time, post-trip time or deadhead time.
- 17.1.7 Vehicle Specifications, Regular Education Routes
- 17.1.7.1 Notwithstanding the below specifications, the contractor shall meet all federal and state requirements for vehicles used for transportation of students.
- 17.1.7.2 Contractor shall provide one bus for every regular education route as well as one (1) spare bus for every ten (10) buses in service. **two (2) Type C buses with minimum passenger capacity of at least forty-five (45) elementary students.****
- 17.1.7.3 ~~Approximately ninety five percent (95%) of total regular education buses shall be Type D buses with minimum passenger capacity of at least eighty four (84) elementary students. **(Deleted)**~~
- 17.1.7.4 ~~At least five percent (5%) of total regular education buses shall be Type D buses with minimum passenger capacity of at least eighty four (84) elementary students with rear passenger side lift elevators capable of lifting at least 800 lbs, "L" track system installed to allow for maximum flexibility for seating and wheelchair securement, and up to four (4) forward facing wheelchair hold down and tie down system components. **(Deleted)**~~
- 17.1.7.5 All buses shall be delivered fully seated.
- 17.1.7.6 Seat size shall be thirty-nine (39) inches.
- 17.1.7.7 All vehicles used for the contract shall be type and size as specified. If additional vehicles shall be added during the contract period, the MSBSD shall specify the size and type of vehicle to be used. The MSBSD, with the contractor, shall negotiate specialized types of vehicles or equipment required if the vehicle or equipment requested exceeds the original specifications.
- 17.1.7.8 One (1) standby bus shall be provided for every ten (10) route buses or fractional part thereof in service. The MSBSD defines available as stationed at the contractor's bus terminal and available for service during the hours students are en route to and from school. The vehicle type ratios provided in sections 17.1.7.3 and 17.1.7.4 shall be similarly maintained for standby buses.
- 17.1.7.9 All vehicles used for this contract will be type and size as specified. However, the MSBSD may grant a waiver to providing the specified size vehicle if requested by the contractor. If additional vehicles must be added during the contract period, the MSBSD will specify the size and type of vehicle to be used but will not exceed specifications originally required. Other specialized types of vehicles required will be negotiated by the MSBSD with the contractor if the vehicle requested exceeds the original specifications. Smaller vehicles may be used with written authorization from the MSBSD.
- 17.1.7.10 Refer to Section 6 for more details regarding equipment.
- 17.1.8 Individual attendance center/program locations and start/dismissal times shall vary from year to year as the MSBSD directs. Anticipated attendance center to be served, approximate number of routes, and tentative starting times and dismissal times for the first year are shown in the following charts:
- 17.1.8.1 Glacier View School



Grades: K – 12  
Location: Mile 104 Genn Highway  
Start Time: 8:30 am (Mondays, 9:30 am)  
Dismissal: 3:00 pm  
Estimated Enrollment August 2025: 16  
Bus Runs: 2

## 17.2 Special Education

It may be necessary for the contractor of Service Area III to provide special education transportation under this contract as directed by the MSBSD. If it becomes necessary, at the MSBSD's direction, for the contractor to provide special education services, the following requirements will apply.

### 17.2.1 Service Area Definition

- 17.2.1.1 Contractor shall provide special education transportation services for Service Area III. Links to school attendance boundary maps for all schools can be found on the Transportation Department section of the MSBSD web site at [www.matsuk12.us/tra](http://www.matsuk12.us/tra).
- 17.2.1.2 Service Area III includes all schools, public and private, in the following communities: Glacier View and Eureka.
- 17.2.1.3 The service area boundaries may or may not change before the beginning of the 2026-2027 school year and/or during the life of the contract. The schools served may increase or decrease as MSBSD needs dictate.

### 17.2.2 Service to Be Provided

- 17.2.2.1 The contractor is responsible for providing specialized transportation for students as scheduled by the MSBSD. Transportation for mentally and physically exceptional students is a specialized service requiring curb-to-curb pick-up and delivery, and requiring special restraints to secure students in seats while being transported. Transportation accommodations must also be provided for wheelchair students and other non-ambulatory students.
- 17.2.2.2 The contractor will transport pre-school students (ages 2-5), elementary students (grades K-5), and secondary students (grades 6-12).
- 17.2.2.3 The contractor should expect to transport non-ambulatory students, deaf students, blind students, and other physically or mentally exceptional students.
- 17.2.2.4 The MSBSD shall notify the contractor of the addresses of the pickup and drop off sites. The contractor shall be responsible for ensuring that the equipment used is of the proper size to travel curb-to-curb in the rural areas of the Matanuska-Susitna Borough.
- 17.2.2.5 Bus attendants must be provided on bus runs designated by the MSBSD to monitor students while being transported, and to assist the driver when loading and unloading students. Attendants shall ensure students reach the interior of the school entrance and/or shall make appropriate hand-off of students to school personnel. The requirements for pickup and drop off locations at each school shall be set by the MSBSD.
- 17.2.2.6 Transportation shall be required for all students identified as eligible by the MSBSD for transportation from/to designated pickup or drop off 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.
- 17.2.2.7 The contractor does not have the right to determine or limit



who rides on special education buses. In addition to students with IEP-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 MSBSD-administered programs including but not limited to ESSA (Every Student Succeeds Act), McKinney-Vento Homeless Assistance, other Federal or State 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 MSBSD.

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

17.2.2.9 Other special accommodations may be required to transport students with special transportation problems that are not specified herein. The contractor will be required to make provisions to transport prone students and other students requiring special provisions if necessary.

### 17.2.3 Route Configurations

17.2.3.1 Special education buses generally shall operate on a curb-to-curb basis; that is, from a pick-up/discharge point usually on the street at the end of the student's driveway and a discharge/pick-up point usually at the student's attendance center.

17.2.3.2 Currently, bus runs are linked to provide for a multi-tiered routing system. Single-tiered bus routes consist of a set of A.M. and P.M. 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 may 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 MSBSD shall direct the specific configuration of route runs and segments utilized to make a complete route.

17.2.3.3 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 MSBSD shall have the option of utilizing "multi-use" routes (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 MSBSD directs.

17.2.3.4 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 MSBSD directs.

17.2.3.5 Charters and activities transportation shall not be considered shuttles/midday service as defined above. Services for charters and activities will be invoiced separately.

17.2.3.6 Refer to Section 4 for more information about routing.

### 17.2.4 Compensation

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

17.2.4.2 Refer to Section 3 for more detailed information regarding compensation.





## 17.2.5 Vehicle Specifications, Special Education Routes

- 17.2.5.1 Notwithstanding the below specifications, the contractor shall meet all federal and state requirements for vehicles used for transportation of students.
- 17.2.5.2 Contractor shall provide one bus for every special education route as well as one (1) spare bus for every ten (10) buses in service.
- 17.2.5.3 Sixty percent (60%) of the total special education buses shall have capacity for twenty-seven (27) ambulatory passengers and four (4) wheelchair passengers (forty-five (45) passenger rated bus), and be equipped as follows:
  - 17.2.5.3.1 Passenger side rear-lift elevator capable of lifting at least 800 lbs.
  - 17.2.5.3.2 Belt cutter
  - 17.2.5.3.3 Thirty-nine (39) inch seat/flat floor track system installed to allow for maximum flexibility for seating and wheelchair securement.
  - 17.2.5.3.4 Four (4) forward facing wheelchair positions with Sure-Loc retractor five (5) point tie downs, or equivalent, on left or right hand side of bus.
  - 17.2.5.3.5 One (1) prone position station, to be fitted if and when needed.
  - 17.2.5.3.6 Oxygen transport compliant if and when needed.
  - 17.2.5.3.7 Nine (9) seats, in addition to four (4) wheelchair positions. Eight (8) additional seats are to be provided to fill four (4) wheelchair positions when wheelchairs are not being used in bus.
  - 17.2.5.3.8 Maximum wheelbase of two hundred forty (240) inches.
- 17.2.5.4 Twenty percent (20%) of the total special education buses shall have capacity for approximately twenty-six (26) passengers and be equipped as follows:
  - 17.2.5.4.1 Passenger side rear-lift elevator.
  - 17.2.5.4.2 Belt cutter
  - 17.2.5.4.3 Two (2) forward facing wheelchair positions with Sure-Loc retractor five (5) point tie downs, or equivalent, on left or right hand side of bus.
  - 17.2.5.4.4 Thirty-nine (39) inch seat/track seating/flat floor.
  - 17.2.5.4.5 Seats to fill the two (2) wheelchair positions when wheelchairs are not required.
  - 17.2.5.4.6 Overall bus length not to exceed three hundred twenty-eight (328) inches.
- 17.2.5.5 Twenty percent (20%) of the total special education buses shall be Type A buses with four-wheel drive four by four (4x4) and be equipped as follows:
  - 17.2.5.5.1 Minimum head room of seventy-seven (77) inches.
  - 17.2.5.5.2 Passenger side rear-lift elevator.
  - 17.2.5.5.3 Belt cutter
  - 17.2.5.5.4 One (1) forward-facing five (5) point wheelchair tie down.
  - 17.2.5.5.5 Five (5) point tie down directly across from rear lift elevator door.
- 17.2.5.6 All special needs buses to be delivered with full seating with safety vests and/or other restraining devices as required by the MSBSD.
- 17.2.5.7 Seat removal for purposes of transporting additional wheelchairs and equipment needed to provide five point tie downs shall occur at no cost to the MSBSD.



- 17.2.5.8 All vehicles used for the contract shall be type and size as specified. If additional vehicles shall be added during the contract period, the MSBSD shall specify the size and type of vehicle to be used. The MSBSD, with the contractor, shall negotiate specialized types of vehicles or equipment required if the vehicle or equipment requested exceeds the original specifications.
- 17.2.5.9 One (1) standby bus shall be provided for every ten (10) route buses or fractional part thereof in service. The MSBSD defines available as stationed at the contractor's bus terminal and available for service during the hours students are en route to and from school. All standby vehicles must be equipped with a lift and forward facing wheelchair accommodations.
- 17.2.5.10 All vehicles used for this contract will be type and size as specified. However, the MSBSD may grant a waiver to providing the specified size vehicle if requested by the contractor. If additional vehicles must be added during the contract period, the MSBSD will specify the size and type of vehicle to be used but will not exceed specifications originally required. Other specialized types of vehicles required will be negotiated by the MSBSD with the contractor if the vehicle requested exceeds the original specifications. Smaller vehicles may be used with written authorization from the MSBSD.
- 17.2.5.11 Specialized Equipment
  - 17.2.5.11.1 Wheelchair Locking Devices
 

Where required, locking positions for wheelchairs must be capable of securing various types of wheelchairs. It may be necessary at times for the contractor to install or reinstall locking devices to accommodate various different wheelchairs. Restraint belts must also be installed in the vehicle at wheelchair stations and used to secure the student's body in the wheelchair using a five (5) point hold down system. In the event Federal Motor Vehicle Standards are promulgated mandating wheelchair and wheelchair occupant securement on school buses, the contractor shall modify existing securements on buses used under this contract to meet federal standards.
  - 17.2.5.11.2 Safety Restraints
 

All vehicles of 10,000 pounds GVW or less must be equipped with a seat lap restraint at each seating position, installed in accordance to Federal Motor Vehicle Standards pertaining to installation of lap restraints in school buses. All vehicles of more than 10,000 pounds GVW must be equipped with a lap/shoulder belt where restraints must be used in conjunction with special seating restraints.
  - 17.2.5.11.3 Special Seating Requirements
 

Special seating restraints must be provided for students by the contractor. Each seating restraint must properly accommodate the students' special requirements as specified by the student's Individual Educational Plan (IEP). This special equipment represents the minimum type and number of restraints to be provided. Additional restraints may be required at any time during the life of the contract. All restraints, car seats, and other securements, must conform to all Federal Motor



- Vehicle Standards for equipment.
  - 17.2.5.11.3.1 Ten (10) car seats.
  - 17.2.5.11.3.2 Infant seats as required.
  - 17.2.5.11.3.3 Twenty-five (25) removable lap belts.
  - 17.2.5.11.3.4 Easy-on safety vests in the following sizes, at a minimum: three hundred twenty-five (325) small, fifteen (15) medium, and ten (10) large.
- 17.2.5.11.4 All students must be secured in the seat of the bus with restraints when transported on vehicles of 10,000 pounds GVW or less and on vehicles of more than 10,000 pounds GVW when special restraints or securements are required for the safety of the student.
- 17.2.5.12 Special Education Bus Attendants
  - 17.2.5.12.1 Bus attendants must be provided on bus runs designated by the MSBSD to monitor students while being transported, and to assist the driver when loading and unloading students.
  - 17.2.5.12.2 Attendants shall ensure students reach the interior of the school entrance and/or shall make appropriate hand-off of students to school personnel. The requirements for pickup and drop off locations at each school shall be set by the MSBSD.
  - 17.2.5.12.3 Refer to Section 16 for additional information regarding special education bus attendants
- 17.2.5.13 For information on attendance centers and programs to be served, approximate number of routes per attendance center, and tentative starting times and dismissal times, refer to Appendix 7. Individual attendance center/program locations and start/dismissal times shall vary from year to year as the MSBSD directs.
- 17.2.5.14 Individual school attendance boundaries are not recognized in the assignment of students to special programs; i.e., students from Sutton may attend Shaw Elementary for a Deaf Education program or students in Houston may attend Wasilla High School for an Applied Behavior Analysis program.
- 17.2.5.15 Summer School/Extended School Year Programs
  - 17.2.5.15.1 Transportation shall be provided for summer school/extended school year programs that may be offered during the life of the contract.
  - 17.2.5.15.2 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.
  - 17.2.5.15.3 The number of attendance days per session and the attendance days per week are subject to change from year to year.
  - 17.2.5.15.4 Summer School/Extended School Year service shall be compensated at the same daily bus rate used for all special education transportation.

