

THE LAKE AND PENINSULA SCHOOL DISTRICT
Special Meeting AGENDA
August 28, 2025, 10:00 AM

Agenda

- | | |
|------------------------------------|----------|
| 1. CALL TO ORDER | |
| 2. PLEDGE OF ALLEGIANCE | 2 |
| 3. ROLL CALL | |
| 4. INTRODUCTION OF VISITORS | |
| 5. ORDERING OF AGENDA | |
| 6. COMMUNICATIONS | |
| a. Public Comment | |
| 7. NEW BUSINESS | |
| a. Six-Year CIP List FY27 | 3 |
| b. Newhalen Bus Contract 2025-2030 | 7 |
| 8. ADJOURNMENT | |



2



THE LAKE AND PENINSULA SCHOOL DISTRICT

101 Jensen Drive
King Salmon, AK 99613
907-313-3841

1617 S Industrial Way #1
Palmer, AK 99645
907-745-7090



Attn: Facilities Manager
Alaska Department of Education & Early Development
Division of Finance & Support Services/Facilities
P.O. Box 110500
Juneau, AK 99811-0500
Email: eed, facilities@alaska.gov

August 14, 2025

RE: Reuse of FY2026 and Prior Year CIP Application Scores

Dear Facilities Manager:

Under the provisions of regulation 4 AAC 31.021(c) through (h), the Lake and Peninsula School District hereby requests the reuse of scores from prior year applications for the FY2026 capital improvement project application cycle on the below identified projects.

For planned projects initially submitted for the FY2026 CIP cycle, I certify that neither eligibility for additional square footage, nor the condition of the facilities affected have changed in a way that would adversely impact the project's score. If a standard inflationary increase provided in subsection (f) of the regulation is warranted, it should be applied to accommodate increases to the project's cost. I understand that should the department differ in its assessment of space eligibility for any of these projects, a corresponding increase or decrease to the estimated project cost may be made.

Project Title - Planned Projects	Initial CIP Scoring Year
Fire Suppression System Upgrades, 4 Sites	FY 2026

In addition, for the following completed projects, I certify that the project was substantially complete in the initial scoring year. I understand these projects are not eligible for a cost increase due to inflation as provided in subsection (f) of the regulation.

Project Title - Completed Projects	Initial CIP Scoring Year
None	

The FY2027 CIP Application changed the weighted facility age scoring from 30 to 15 points. I understand that project scores will be adjusted to conform to the new scoring criteria.

Chignik Bay • Chignik Lagoon • Chignik Lake • Igiugig • Kokhanok • Levelock
Newhalen • Nondalton • Perryville • Pilot Point • Port Alsworth • Port Heiden



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A copy of the district's current board-approved six-year plan is enclosed indicating the need for projects in fiscal years FY2027 through FY2032, including the above-identified planned and completed projects in FY2026, and the projects' respective district priority. I understand that if a project ranking on the FY2027 six-year plan is different than the prior year, the project score will be adjusted for the new ranking.

Sincerely,

A simple, stylized handwritten signature consisting of a vertical line with several diagonal strokes extending from the top and bottom.

Kasie Luke, Superintendent

**Lake and Peninsula School District
FY 2027- FY 2032 Six-Year Capital Improvement Plan**

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
1	D	Fire Suppression Water Supply Improvements – Four Schools. This project will provide adequate and reliable water supply to fire suppression systems at four remote schools. Chignik Lake system is no longer functional, Nondalton system depends on city water supply but the connecting line to the city is frozen 9 months of the year, The 2,500 gallon tanks at Igiugig and Port Heiden do not supply enough water available to fight a significant fire.	X	\$4,407,516

FY 2027 TOTAL \$4,407,516

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
2	C	Districtwide Exterior Door Replacement- Replace deteriorated and corroded exterior doors and frames that have far exceeded their useful lift under very harsh environmental conditions. New fiberglass doors designed to withstand the conditions will be installed.	X	\$1,575,000
3	C	Districtwide Plumbing Renewal. Project will replace worn-out plumbing piping and connections throughout the District	X	\$2,625,000

FY 2028 TOTAL \$4,200,000

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
4	D	Districtwide Playground Safety Upgrades- this project will replace worn-out and unsafe playground equipment with new equipment. Over the years equipment has had to be removed as it declined to an unsafe condition leaving many of the District’s school with very limited outdoor play opportunities for students		\$840,000

FY 2029 TOTAL \$840,000

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
5	C	Districtwide Roof Replacement – Replace roofs at Kokhanok and Chignik Lagoon that have far exceeded their useful life. (Priorities will be determined by a Districtwide roof assessment.)		\$2,625,000

**Lake and Peninsula School District
FY 2027- FY 2032 Six-Year Capital Improvement Plan**

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
6	C	Districtwide Siding Replacement- the siding at four schools will be over 10 years beyond the useful life. This exposes the school structure and interior finishes to damage and disrupts instruction	X	\$3,675,000
FY 2030 TOTAL				\$6,300,000

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
7	D	Replacement of Igiugig School – The school will have reached an age and condition when the most cost effective solution is to replace the building. Various additions over the years have rendered further renovation impractical.		\$18,900,000
FY 2031 TOTAL				\$18,900,000

District Priority	Primary Purpose	Project Title & Description	SOA Aid	Estimated Project Cost
8	C	Port Heiden School Renewal- the building will be almost 30 years old and all major systems will require replacement and all finishes will need renewal.		\$13,125,000
		Standard inflationary increase from FY26		
FY 2032 TOTAL				\$13,125,000

Adopted August 28, 2025 at a duly convened meeting of the Lake and Peninsula School Board at which a quorum was present and voting. I hereby certify that the information presented is true and correct to the best of my knowledge.

Superintendent

Date

School Board President

Date

Submit to the Department of Education & Early Development by September 1

Form #05-19-05May1

PUPIL TRANSPORTATION CONTRACT

This Contract entered into this 28th day of August, 2025, by and between **TNS, LLC** (hereinafter referred to as the Contractor), whose mailing address is Lorene A. Anelon, P.O. Box 12, Iliamna, Alaska 99606, and **THE LAKE AND PENINSULA SCHOOL DISTRICT** (hereinafter referred to as the District), whose address is 1617 S Industrial Way, Ste. 1, Palmer, AK 99645, covers the transportation of pupils living more than one-and-one-half (1-1/2) miles from the Iliamna/Newhalen School for the 2025-2026, 2026-2027, 2027-2028, 2028-2029 and 2029-2030 school years, contingent upon annual appropriations or other funds available to carry out the terms of this Contract.

The Contractor agrees to furnish transportation services for the following route at the rate stipulated: Regular Bus Route as described in the Service Area Specification (ATTACHMENT A)

It is agreed that \$550.00/day for the daily base rate, an upfront payment of \$25,000 annually will adjust the daily base rate on the annual contract estimate. ATTACHMENT C is incorporated as the annual contract estimate for determining the daily rate after lump sum September payment.

CONTRACT CONDITIONS

1. **SUPERSEDING EFFECT.** This Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed under this Contract.
2. The Invitation for Pupil Transportation Proposal, which includes Contract provisions, terms and conditions, forms an integral part of this Contract and is hereby incorporated as ATTACHMENT B.
3. Kindergarten pupils may be included in any regularly scheduled school bus trips except that special runs for transporting kindergarten pupils to or from school shall not be authorized for State reimbursement.
4. The Contractor agrees to furnish the District with a complete and detailed accounting of the disposition of all transportation funds received by the Contractor under this Contract. Such statement shall be on forms to be prescribed by the Commissioner of Education and District showing the disposition of all transportation funds received, or to be received by the Contractor, before final reimbursement may be made for the last month of service provided under this Contract.
5. **DOCUMENTS INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference:
 - a. Attachment A (Service Area Specification)
 - b. Attachment B (Invitation for Pupil Transportation Proposal)
 - c. Attachment C (New Halen Bus Contract Estimate)
6. **ORDER OF PRECEDENCE.** The following order of precedence shall govern in the event of a conflict between documents of this Contract:
 - a. This Contract.
 - b. Exhibits A, B, and C.
7. Under Contract Provisions; Terms and Conditions; Section IV, Equipment Requirements; I, "No vehicle used will be older than ten (10) years during any year of the contract and standby buses may not be older than fifteen (15) years, unless written permission is given by the

district, to the Contractor. This condition will be waived upon complete certification of the school bus made available to LPSD” LPSD is approving TNS, LLC to operate the current model year 2016 Blue Bird bus. The exception is based upon industry standard of 15 years or 250,000 miles as TNS, LLC’s bus has excellent annual inspection results and the bus mileage is less than 100,000 miles.

8. NOTICES AND CORRESPONDENCE. All notices and correspondence shall be sent by either party to the other party, in all matters dealing with this Contract, to the following addresses:

To the District:

The Lake and Peninsula School
Attn: Busines Manager
1617 S Industrial Way Suite 1
Palmer, AK 99645
lhylton@lpsd.com

To the Contractor:

Attn: Lorene A Anelon
TNS, LLC
P O BOX 12
Iliamna, AK 99606
Email Address

9. ACKNOWLEDGEMENT. Contractor certifies compliance with all applicable federal and state statutes and administrative rules that govern companies entering into contractual agreements with public school districts. Contractor certifies full compliance with all terms, conditions and requirements of the contract except as specifically stated to the contrary in the contract.

Contractor is familiar the Laws of the State of Alaska: the Department of Education & Early Development, Chapter 27, Transportation of Pupils regulations; Alaska Department of Public Safety regulations; National Standards for School Buses (1990 Revised 'Edition) and Minimum Standards for Alaska School Buses, Third Edition, Revised 1994 (for school buses Manufactured After September 11, 1994); National Specifications for School Buses (2000 Revised Edition) and Minimum Standards for Alaska School Buses, Revised 2001 (for buses manufactured after July 1, 2001); National Highway Traffic Safety Administration (NHTSA) standards; and with current Federal Motor Vehicle Safety Standards applicable to school buses.

Contractor recognizes that all services shall be performed in strict accordance with all existing and subsequent provisions and standards established by these and other agencies and that failure to become familiar with those provisions and standard shall not relieve the Contractor from full compliance.

The parties mutually agree to the terms and conditions of this contract effective the date of acceptance by the Lake and Peninsula School Board indicated below.

TNS, LLC Lorene A. Anelon

Approved by The Lake and Peninsula School District School Board this 28th day of August 2025.

Lake and Peninsula School Board President

Contract Amendment Attachment "A"

SERVICE AREA SPECIFICATIONS

Presently the greatest distance pick-up point from the school is approximately 12.5 miles.

Following are the District's best current estimates of the number of pupils to be transported in the first year, minimum number and type of vehicles required and approximate number of miles.

Regular Route (5 year contract) the current route begins in Iliamna, travels west towards the airport, north to Lovers Creek and then proceeds to the school.

Number of vehicles	1
Estimated number of pupils over 1- 1/2 miles	29
Capacity of vehicle to be used	30+ passengers
Daily road trip bus mileage	Approximately 30

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

Lake and Peninsula School District Iliamna and Newhalen, Alaska

GENERAL INSTRUCTIONS AND INFORMATION

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

The Lake and Peninsula School District will contract for pupil transportation for all eligible students within the Iliamna Newhalen area, as determined by the Superintendent of Schools. Pupil transportation services, as specified in this proposal will be for a period five (5) years beginning July 1, 2025 through June 30, 2030.

Qualified interested parties are hereby invited to submit proposals.

I. CONDITIONS OF SUBMITTAL

- A. All proposals shall be in writing upon the attached Pupil Transportation Proposal forms and any additional sheets needed. All items must be completed. The proposals must be emailed or enclosed in a sealed envelope addressed to the Lake and Peninsula School District, Business Manager, 1617 S. Industrial Way, Suite 1, Palmer, Alaska 99645 and marked **"Proposal for Pupil Transportation Services"**. Proposals must be signed by an officer of the company authorized to enter into contracts on behalf of the company, and proof of such authority must accompany the proposal.
- B. A pre-proposal conference will be held July 10, 2025 1617 S. Industrial Way, Suite 1 Palmer, AK 99645 or via zoom at 11:00 AM Alaska Time to discuss any aspect of the proposal being solicited. Proposer who wish to participate by phone may do so by calling the zoom number below. The District will advise all prospective proposer who formally requested the RFP, or who attended the pre-proposal conference, of any changes to the RFP which are made at, or as a result of, the pre-proposal conference. Zoom information will be provided to all prospective proposer who formally request the RFP by emailing lhylton@lpsd.com.
- C. Proposals must be received by, the Business Manager, 1617 S. Industrial Way, Suite 1, Palmer, Alaska 99645, no later than 4:00 P.M. Alaska Standard Time, Thursday, July 24, 2025. Email may be used at lhylton@lpsd.com. All proposals will be opened in public at that time in the Superintendent's Office of the Lake and Peninsula School District. Postmarks and cancellation dates on proposals are deemed irrelevant and proposals received after the above-mentioned date and time will NOT be considered and will be returned unopened to the proposers. Arrival of the full, written and properly signed proposal in the Business Department by that time is the responsibility of the Proposer. The District WILL NOT be responsible for proposals delivered by either Proposer, Postal Department, or any other means (1) to any location other than the Maintenance Department or (2) after proposal closing time. Proposals shall be considered firm in the form in which they are received. Changes or alterations in proposals, or withdrawals of proposals will not be permitted after 4:00 P.M., Thursday, July 24, 2025.
- D. Amendments to the Request for Pupil Transportation Proposal by the District will be made by the business manager in written form.
- E. Applicants certify, by submission of their proposal under this Request, they will not discriminate against the employee or applicant for employment because of race, color, religion, or national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood where the reasonable demands of the position do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.

II. ACCEPTANCE & REJECTION OF PROPOSALS

- A. The District reserves the right to request current audited financial statements, qualifications of management personnel, performance references, and other information the district believes is relevant. The Proposer agrees to provide the information within ten (10) working days of the request.
- B. All proposals, as offered to the district, shall be irrevocable for ninety (90) days after the date on which the proposals are opened. The district will proceed with all reasonable dispatch to consider the proposals and award the business and contract.

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

- C. The district shall certify a proposal as non-responsive if:
- (1). The proposer fails to answer truthfully or answer completely all of the questions listed on the Responsiveness Questionnaire and Submittal Checklist Form attached and provide the required documentation.
 - (2). The proposal does not materially conform to the request for proposals.
 - (3). The proposal contains a material alteration or erasure which has not been initialed by the proposer.
 - (4). The proposer omits or is unwilling to provide services specified in the request for proposals.
- D. The district may certify a proposal as non-responsive if:
- (1). The proposer failed to render substantial performance of a pupil transportation contract with any school district in the state within the previous three (3) years.
 - (2). The district cannot assure itself that the proposer will provide the specified service. This assurance will be based on the information provided in the Responsiveness Questionnaire and Submittal Checklist Form and such additional information the district deems necessary to make a determination.
- E. The district will review all proposals for conformity with all terms and conditions specified by the Request. Proposals will be reviewed by at least Superintendent, and Business Manager. The district reserves the right to ask the proposer for a justification of proposed rates and to assure itself that the proposer is able to provide the specified service. The district reserves the right to reject the proposals of firms that do not provide the above information within (10) working days of the request.
- F. The following are the procedures the district shall use in choosing the proposer to whom it intends to award the contract
- After proposals have been certified and petitions for reconsideration have been decided, the district shall offer the contract only to a proposer whose proposal has been certified as responsive, and shall offer the contract either
- a. to the proposer whose responsive proposal contains the lowest dollar amount; or
 - b. to a proposer whose responsive proposal is within five percent (5%) of the responsive proposal with the lowest dollar amount if the proposer agrees to match the responsive proposal with the lowest dollar amount and the district determines that the offer to other than the low proposer is in the best interest of the district.

III. SUCCESSFUL PROPOSER

- A. The successful proposer will be required to execute a tendered contract and to deliver the same to the district, together with proof of possession of the required licenses and insurance within ten (10) working days after such proposer has been notified that he/she has been awarded the contract. The successful proposer will submit the performance bond within twenty (20) working days of being notified of award of contract.
- B. If the successful proposer does not have adequate equipment and/or facilities at the time of award of the contract, the proposer shall present the district with a notarized statement from an authorized dealer, manufacturer, corporation or individual, showing that all necessary equipment has been ordered. Equipment must be ordered within fourteen (14) working days after award of the contract. The statement will indicate that such equipment and/or facilities will be available at least by August 25, 2025.

IV. AGGRIEVED PROPOSER

Proposers who wish to protest the results of the evaluation of proposals must submit a written protest to the Superintendent no later than five business days after being notified of the District's recommendation regarding award of a contract. Protests will be reviewed based upon written documents submitted by the protester, and the District's response will be in writing. The District may award a contract while a protest is pending.

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

V. STATEMENT OF UNDERSTANDING

- A. It is agreed by the proposer that during the life of the contract additional vehicles, route or extensions of routes may be necessary to serve increasing number of pupils. Proposers, therefore, agree by the submission of their proposal, that they will provide additional equipment meeting the same requirements as specified herein, during the life of the contract at the same proposed rate on the district's request. If additional vehicles are of a type for which a rate has not been proposed, the proposed rate will be equitably adjusted. It is also agreed and understood by the proposer that the district may delete vehicles at their (District's) option, and that in the event of such deletion, the Contractor's compensation shall be reduced accordingly.
- B. It is understood and agreed by all proposers that the contents of these contract provisions, Service Area Specifications, all attachments, Pupil Transportation forms and contents of all forms shall be deemed a part of the Request for Pupil Transportation Proposal and Contract.
- C. It is agreed by the proposer that the district has the right to any excess time and/or capacity on any bus on any route. Therefore, eligible students and mileage may be added at no additional cost to the district until the excess is depleted. New buses and/or routes will be added and compensated for at the rate established under the contract when additional service requested requires additional vehicles.

TERMS AND CONDITIONS

I. SCOPE OF SERVICE

- A. The Contractor shall provide the necessary vehicles for the specific transportation services under the direct supervision of the Superintendent or designee.
- B. The term of service is five (5) years beginning with the opening of 2025/2026 school year and ending with the 2029/2030 school year. With successful execution of contract services one (1) five (5) year contract extension will be considered.
- C. Transportation will be provided on all in-session school days when students attend school. The regular school year consists of a minimum of 150 school days and a maximum of 170 school days. School days are not consecutive.
- D. The Contractor shall provide the specified transportation services as governed by Department of Education Regulations 4 AAC 27 and AS 14.09.
- E. If requested by the District, the Contractor agrees to act as an agent for the district and collect a fare from pupils who reside one- and one-half miles or less from their attendance areas, but who are transported on regularly scheduled transportation routes. A method of accounting, control, and reporting will be established by the Contractor which is acceptable to the district and to the Department of Education.
- F. The figures, number of days, location and number of students, number and mileage of routes and number and type of vehicles specified represent the district's current estimates of service requirements of the 2025/2026 school year. Submission of a proposal by the proposer shall be an admission of his/her understanding that these figures represent estimates only, and that said numbers and locations may change before the execution of the contract or during the term of the contract.
- G. Transportation for field trips, and/or an activity bus route may be requested of the Contractor in addition to regular to-and-from home transportation services. Proposers will not include the cost of operating such activity transportation services as part of the cost of providing to-from school service. However, it is agreed that the cost of such activity transportation should reflect the cost of driver, cost of fuel and a 10% surcharge. The contractor agrees to meet with the Superintendent/Business Manager on a yearly basis to determine the activity transportation hourly fee for that school year.

II. SERVICE AREA SPECIFICATIONS

The district has one service area comprised of the Iliamna and Newhalen, Alaska road system. The figures, number of days, locations, number of students, number of daily miles, number and type of vehicles, number of routes specified and attendance centers specified in this Request represent the district's current estimates of service requirements of the 2025/2026 school year. Submission of a proposal by a proposer shall be an admission of understanding that these figures represent estimates only, and that said numbers, locations, routes mileages, number of vehicles, number of

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

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

**Average Bus Mileage Per Round Trip to and from school 24 miles = 1 daily route
Average Daily Number of Pupils = 20**

III. COMPENSATION PROVISIONS

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

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

- B. The Contractor will not be paid for days when transportation services are not provided due to school closure, and other days that school is not in session due to teachers' conferences, staff in-service days, local, legal or proclaimed holidays.
- C. The Contractor will not be paid for those days when transportation services are not rendered due to malfunction of equipment or lack of a driver, or any cause within control of the Contractor.
- D. The Contractor will be paid only for the days when students attend school and transportation services are required.
- E. Compensation shall be made to the Contractor on a monthly basis, within twenty (20) working days after receipt of the required monthly transportation report, unless the report submitted is in error or is not complete. This report is due in the District's Business Office within five (5) working days after the end of the school month. Inaccurate reports may cause a delay in payment.
- F. Compensation is based on the satisfactory performance of the terms and provisions of this contract. Non-compliance or non-performance will result in liquidated damages being assessed based on the per-bus, per-day bid price, plus any resulting expenses to the district.
- G. Compensation for the services described herein shall be adjusted during the second and each remaining year of the contract up or down to coincide with the average annual change in the January-to-January Anchorage Metropolitan Consumer Price Index for all Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics. In no event, however, may the contract rate be increased by more than 6% over the rate of the previous year.

IV. EQUIPMENT REQUIREMENTS

- A. All school buses used under this contract, including all standby buses, must be equipped and operated under the provisions, current and subsequent, of the Minimum Standards for Alaska School Buses, and the National School Transportation Specifications and Procedures, 2015 Revised Edition. All school buses used under this Contract including all standby and spare buses, shall meet all federal standards as well as minimum Alaska standards for school buses on or at the date of manufacture of the buses. In all cases where conflict occurs the more stringent provisions will apply.
- B. The Contractor shall have one standby bus for use under this contract. If a standby bus is unavailable twice during the term of this contract, the Contractor shall be required to obtain an additional standby bus. The standby bus must meet all provisions as detailed in Section A.
- C. Vehicles used to carry out this contract will be included in a regular and preventive maintenance program throughout the duration of said contract. A maintenance file on each vehicle must be maintained and be available for inspection by the district at any time. The district has the right to order additional reasonable inspections.
- D. If the Contractor does not have ample or adequate equipment available at the time that the proposal is submitted, the Contractor shall be required to furnish the district, within fourteen (14) working days after the award of the contract, proof that the necessary equipment has been ordered and will be in operation by the beginning of the 2025/2026 school year.

- E. The Contractor shall provide for twice annual safety inspections of all buses to be performed by the Alaska Department of Education or its designee. The district reserves the right to request additional Inspections as deemed necessary.
- F. The Contractor shall be required to use tire chains, studded snow tires, or if previously approved in writing by the district, adequate substitutes when road conditions are hazardous, and the vehicle is carrying pupils. The Contractor shall adequately train all drivers in the use and mounting of tire chains and require that chains be used whenever road conditions warrant their use.
- G. The Contractor acknowledges that during the life of the contract, routes may be adjusted necessitating addition, deletion or alteration of vehicle requirements and that the number and type of vehicles required the first year of the contract as specified in Service Area specifications is the district's best estimate. The actual number and type of vehicles required in the first and subsequent years of this contract may vary.
- H. The passenger capacity of a pupil transportation vehicle shall be determined based on the manufacturer's rated capacity (13-inch seating space) for elementary school children (K-8) and two-thirds of the manufacturer's rated capacity for students in middle, junior high and high school. Passengers may not be permitted to stand when the school bus is underway.
- I. No vehicle used will be older than ten (10) years during any year of the contract and standby buses may not be older than fifteen (15) years, unless written permission is given by the district, to the Contractor. This condition will be waived upon complete certification of the school bus made available to LPSD.
- J. All vehicles shall be equipped with an operable two-way radio or telephone. The Contractor will maintain a base station capable of reliably contacting each mobile unit anywhere on the route (UHF or VHF radio). Citizen Band Radios are not acceptable.

V. FUEL ADJUSTMENT

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

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

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

- B. Contractor is responsible for all costs for fuel storage and dispensing.
- C. The Contractor is responsible for consistently purchasing fuel at the lowest cost possible. The district will verify the cost of fuel from time to time during the contract period. If it is determined that the Contractor has failed to purchase fuel at the lowest price, the low price determined by the district will be the basis for cost adjustment.
- D. The Bidders daily bus rate submitted shall be adjusted on each monthly invoice quarterly report for the fuel base rate. The adjustment will be based on the actual number of gallons used in performing routes under the contract not to exceed the number of gallons listed on Attachment #2 (fuel used for activities and field trips is not included). If the average purchase price of any fuel used during the month quarter exceeds ten (10) cents over the price identified as the base, the district shall, on a dollar-for-dollar basis, reimburse the Bidder the actual amount in excess of ten (10) cents per gallon of the base. If the average purchase price of any fuel used falls below the price identified as the base, Bidder shall credit the district on a dollar basis for the actual amount under the base.
- E. Proof of fuel purchased and used in the performance of the contract shall be required on quarterly (end of March, June, September, and December) basis for all buses used under the contract. The Contractor shall submit with the quarterly reports bill invoices for fuel

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

VI. REPORTING REQUIREMENTS

- A. Statement of Operations: At the close of each school year, but not later than, July 14, the Contractor shall submit two (2) copies of a Statement of Operations for Commercial School Bus Contractors.
- B. Alaska Business License: The Contractor must submit to the district a copy of his/her State of Alaska Business License at the beginning of the contract prior to providing transportation services, and by January 31 of each calendar year.
- C. Certificate of Insurance: The Contractor must submit to the district a certificate of insurance from an insurance company authorized to do business in the State of Alaska which covers all vehicles to be operated under this contract with the District. The insurance coverage must satisfy the minimum insurance requirements of the district as set forth in paragraph VIII - Liability and Insurance Requirements hereof and of the State of Alaska, DOE. The certificate must be received by the district prior to providing transportation services.
- D. School Bus Inspection Reports: These reports must certify that all buses, including standby units, have passed semi-annual inspections by the Department of Education or their designee. Copies of these reports, and any reports on special inspections, are due in the Business Office within five (5) working days after inspections have been completed.
- E. Accident Reports: The Contractor must report all pupil transportation vehicle accidents on forms prescribed by the Alaska Department of Public Safety. The Contractor must file a report with the Business Office on the appropriate DOE form within three (3) working days. Accidents that involve passenger injury will be reported to the Superintendent or designee immediately.
- F. Evacuation Drills: The Contractor will certify, in writing, that three (3) emergency evacuation drills were conducted. The first drill must be held during the first three weeks of the school term. Certification is due to the Business Office within one (1) week after each drill.
- G. Student Discipline Reports: Student conduct on the bus is the responsibility of the Contractor. The Contractor shall require drivers to provide discipline reports to school principals on the day of occurrence. The district reserves the right to request a written report if the situation deems it necessary.
- H. Daily Reports: The Contractor shall require drivers to prepare daily route logs, with numbers of students transported on each route. The Contractor will submit a monthly compilation of the daily route statistics to the Business Office within five (5) working days after the end of the school month on forms provided by the district.
- I. Bus Time and Mileage Schedules with Addendum Route Maps: These forms must be completed for each route at the beginning of each school year during the second (2nd) week of school and forwarded to the district by the end of the third (3rd) week of school. These forms must also be completed for each new route, or for a route that has been modified, and are due in the Business Office within one (1) week after the route has been modified or established.
- J. Driver's Certification: The Contractor must certify annually, in writing to the Business Office, that all bus drivers were in possession of a Valid Alaska Bus Driver's Permit and Commercial Driver's License prior to and while transporting any pupils under this contract. This report shall be updated whenever the Contractor adds a new driver and prior to the driver assuming any driving responsibilities. An annual health certification by a medical doctor on a State of Alaska, Department of Motor Vehicles physical examination form is part of the requirement for obtaining the Alaska School Bus Driver's permit.
- K. Driver Training: The Contractor will assure that all drivers applying for an initial Alaska School Bus Driver's permit have completed a school bus driver training program, which meets or exceeds requirements of 4 AAC 27.200@ - 240.
- L. Miscellaneous Report: The Contractor may be required to submit other documentation and reports as specified by the district and/or State of Alaska Departments of Education, Public

the district.

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

VII. ROUTE SCHEDULING AND OPERATIONS

- A. Pupil Transportation routes will be established by the district at the beginning of each school year. Routes may change as the student population shifts, increases or decreases. The district reserves the right to modify, extend, add or delete routes at any time during the contract.
- B. Except in emergencies, persons other than school children shall not be transported on regular pupil transportation routes unless approved by the Superintendent or designee. Pupils living 1-1/2 miles or less from school may not be carried on any regular bus route without first obtaining approval from the Superintendent. Hazardous Transportation routes and eligible pupils will be approved and authorized by the Superintendent.
- C. Pupils shall be transported in strict accordance with school time schedules as established by the district. As a general guideline, students are to be delivered to the schools no more than thirty (30) minutes prior to the school's starting time nor to be kept waiting more than fifteen (15) minutes after school dismissal time, except as directed by the school principal.
- D. Passengers shall not be permitted to stand when the school bus is underway except in cases of extreme emergency.
- E. Established routes will serve areas where roads are regularly maintained and adequate turn around space is available.
- F. A route means the shortest distance necessary to transport a given group of pupils to and from a pickup point nearest their home and their designated attendance center; but does not include the distance from where a vehicle is garaged to the start or termination of its route.
- G. If a vehicle fails to complete its route or if there is an accident of any kind, the Contractor shall notify the Superintendent or designee as soon as possible on the same day by telephone and in writing within three (3) days.

VIII. DRIVER REQUIREMENTS

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

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

All drivers must be at least twenty-one (21) years of age.
- C. No driver shall be under the influence of, or have in his/her possession, alcohol or narcotics while performing any service under this contract, nor shall he/she use alcoholic beverages or narcotics prior to, during, or between the daily bus runs. The Contractor will implement drug and alcohol testing of drivers in accordance with State and Federal requirements.

determine the design of routes or time schedules.

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

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

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

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

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

IX. LIABILITY AND INSURANCE REQUIREMENTS

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

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

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

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

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

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

X. PERFORMANCE BOND

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

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

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

XI. REGULATORY COMPLIANCE

- A. The Contractor shall comply with all provisions of the Request for Pupil Transportation Proposals, including all related forms, attachments and addenda thereto. The following current and subsequent statutes, regulations, provisions, standards and policies as they refer to and are applicable to pupil transportation, are adopted by reference:
 - (1). All applicable rules, regulations, statutes, ordinances and policies of the State of Alaska, State Board of Education, Lake and Peninsula Borough, and Lake and Peninsula School District, including all subsequent amendments thereto.
 - (2). Department of Education Chapter 27, AAC Regulations, and AS 14.09;
 - (3). Policies and regulations of the district;
 - (4). Buses shall have no manufacturing date restrictions but shall comply with the minimum standards for Alaska school buses 2017 Revised edition with the manufacturing date requirement waived.

XII. CONTRACT AMENDMENTS

- A. The pupil transportation program is administered by the district according to regulations from the Department of Education and Alaska State Law. In addition, the district's agreement with the State of Alaska, Department of Education, may be subject to amendment by the Department of Education.
- B. Accordingly, the Contractor agrees that the district may amend or cancel, without liability, the contract with the Contractor, if in the district's judgment there are changes in the transportation service requirements, or if there is a lack of adequate pupil transportation funds to support certain transportation services.

XIII. STATEMENT OF RELATIONSHIP

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

XIV. ASSIGNMENT OF CONTRACT

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

XV. GROUNDS FOR CANCELLATION OF THE CONTRACT

- A. Failure to comply with provisions of the contract will be sufficient cause for contract termination.
- B. If, in the opinion of the Superintendent, the Contractor at any time during the period of this contract fails to perform satisfactorily the work called for under this contract, or fails to furnish safe and satisfactory equipment, or otherwise fails to comply with the terms of this contract, the Superintendent may, with reasonable notice, make arrangements for the work or services to be done elsewhere and hold the Contractor responsible and liable for damages which may be sustained by the district on account of the failure or neglect of the Contractor in performing any of the terms and conditions of the contract.
- C. This contract is governed by 4AAC.27 and AS 14.09 and if a cancellation or termination of this contract occurs due to deficiencies in performance¹⁹ by the contractor, the district, upon cancellation or termination of the contract, may exercise the district's option to buy or lease

buses and spare buses that, as of the date of delivery or the date when the district gives 30 days' notice of cancellation from the district to the contractor, are being used by the contractor for to-and from- school transportation. The price for sale, lease-purchase or rental shall be determined by appraisal commissioned by the district. Upon cancellation the Contractor shall provide the district any reporting and document submittal requirements, including the tracking of ridership and mileage.

XVI. SEVERABILITY

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

XVII. FORCE MAJEURE CLAUSE

- A. The Contractor shall be excused from performance in whole or in part under the contract during the time and to the extent, as determined by the district, that he/she is prevented from performance by an act of God, fire, riot, civil commotion, flood, earthquake or other calamity, governmental act, or by any strike or other labor dispute involving others upon whom the contractor depends for performance, i.e., supplies, shippers, etc., and over whom he has no control. No compensation shall be paid by the District to the Contractor for any performance which is excused under this section.
- 8. The district shall be excused from payment hereunder during the time and to the extent that school cannot be held in the customary manner by act of God, fire, strike or commandeering of materials, products, plants or facilities by the government. The district shall also be excused from payment hereunder during the time and to the extent that funds for transportation reimbursement are not available pursuant to statutes, regulations, or governmental action.

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

ATTACHMENT #1

Due Date: July 24, 2025, 4:00pm

TO: Lake and Peninsula School
 District Business Office
 1617 S Industrial Way, Suite 1
 Palmer, Alaska 99645
 Attention: Business Manager

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

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

1) One (1) bus route is equal to a complete trip to and from school@ \$_____per day buses= \$_____ (For Regular Transportation)

Total Daily Cost \$_____

- 2) Total Daily cost is the criteria for cost evaluation. The rate of adjustment for adding or deleting vehicles shall be at the per vehicle per day rate specified for the type of vehicle stated above.
- 3) Bus routes for tutoring or after school activities should be on a separate invoice.

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

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

Cost of Performance Bond is included in above proposed rates.

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

ATTACHMENT #2 FUEL ADJUSTMENT BASIS

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

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

REQUEST FOR PUPIL TRANSPORTATION PROPOSAL

ATTACHMENT #3 RESPONSIVENESS QUESTIONNAIRE AND SUBMITTAL CHECKLIST

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

1. Provide the names and mailing addresses of the owners, or the applicable, principals of corporations of the proposers. Also provide the name and mailing address of the manager of the contract; the person responsible for the day-to-day operation and communication with the district.
2. What is the organizational structure of your firm? (Sole proprietorship, partnership, joint venture, corporation) Explain and provide a brief history.

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

3. Are you, or any firm in which you have been or are a principal, currently involved in any litigation? Yes No
If yes, please explain.
4. Have you, or any firm in which you have been or are a principal materially failed on one or more public contracts?
Yes No
5. Have you, or any firm in which you have been or are a principal, been involved in bankruptcy proceedings within the past seven (7) years? Yes No
If yes, please explain.

Attachment C

Newhalen Bus Contract Estimate
Estimate date 7/1/2025

Proposed daily rate: \$ 550.00

Calendar Days Newhalen 2025-2026 school year

Sept	16
Oct	19
Nov	18
Dec	15
Jan	17
Feb	19
Mar	18
Apr	22
May	6
	<hr/>
	150

Contract Estimate: \$ 82,500.00

Less:

Lump Sum Payment \$ 25,000.00

Remaining Balance: \$ 57,500.00

Divided by bus days: \$ 150.00

Daily Billing Rate \$ 383.33

Issue \$20,000 lump sum payment upon execution of contract.