

TRI-CENTRAL COMMUNITY SCHOOLS
4774 North 200 West, Sharpsville, Indiana 46068

NOTICE TO PROPOSERS
Request for Proposals for Student Bus Transportation

Notice is hereby given that the Board of School Trustees of Tri-Central Community Schools (“TCCS”) will receive sealed proposals starting on Thursday, March 14, 2019, beginning at 8:00 a.m – 2:00 p.m. and continuing until Wednesday, April 10, 2019 at 12:00 p.m. local time at the TCCS Administration Office, 4774 North 200 West, Sharpsville, Indiana 46068, for the provision of student bus transportation services. Mailed proposals must be received no later than 12:00 p.m. local time on April 10, 2019. Use of a service such as FedEx or UPS that assures timely delivery and confirms such delivery is highly encouraged.

Proposals must be submitted in a sealed envelope or box marked plainly “RFP – Student Transportation Proposal – DO NOT OPEN,” on the outside of the envelope. Please submit a proposed amount per day based on a maximum of 180 days of school for each of the proposed routes you are interested in, for school years 2019-20, 2020-21, 2021-22, and 2022-23, as explained in further detail below.

Proposals shall conform fully to specifications that are on file in the TCCS Administration Office, 4774 North 200 West, Sharpsville, Indiana 46068, available for review during office hours (Monday through Friday, 8:00 AM to 3:30 PM).

Packets should include one (1) copy of the proposal. Proposals shall be submitted with an Indiana State Board of Accounts style non-collusion affidavit, which must be signed and executed. No exceptions will be allowed.

TCCS anticipates the notification of successful proposers for owner operator contracts by April 22, 2019. A successful respondent will be determined based on the criteria stated in the TCCS-approved specifications. TCCS reserves the right to reject any and all proposals.

Dated this eleventh day of March, 2019.

TRI-CENTRAL COMMUNITY SCHOOLS

TO BE ADVERTISED: _____ and _____.

**Tri-Central Community Schools
Proposal Specifications—Student Bus Transportation Services**

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RFP Schedule

| | |
|------------------------------|--|
| March 11, 2019 | Issuance of RFP |
| | Publication Dates |
| April 10, 2019 at 12:00 p.m. | Proposals due |
| April 22, 2019 at 6:30 p.m. | Proposal awarded at Official Board Meeting Location: Tri-Central Community Schools Administration Office 4774 North 200 West Sharpsville, Indiana 46068 |
| August 1, 2019 | Contract Officially Begins |
| August 6, 2019 | Anticipated 1 st Day of School for TCCS for the 2019-2020 school year |

PLEASE NOTE: TCCS reserves the right, in its sole and absolute discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

1. GENERAL CONDITIONS

All invitations to submit proposals issued by TCCS will bind Proposers and successful Proposers to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by TCCS.

1.1. TCCS Overview

This RFP contemplates and is intended to procure the student bus transportation and bus maintenance services under the form of Contract outlined in Section 3 of these specifications.

Tri-Central Elementary School houses grades Pre-K – 5 and serves approximately 340 students. Tri-Central Middle/High School houses grades 6-8 in middle and 9-12 in high school. Both Elementary and Middle/High Schools are located at 2115 West 500 North, Sharpsville, Indiana 46068.

TCCS currently uses the following routing software: Traversa.

For the 2018-2019 school year, the TCCS's transportation drivers covered 256 miles.

Aides for special needs buses when required under IEP.

The TCCS boundaries are as follows:

On north, 700N

On south, west of 31 boundary is 50N, east of 31 boundary is 200N

On west, 1200W

On east, 800E

1.2. TCCS Operational Information

This information is provided to assist the Proposer in evaluating TCCS and submitting a Proposal, and should neither supplant the terms and conditions of the Contract (as described in Section 3.1 below) nor a careful review of the Contract by the Proposer. Capitalized terms used throughout the remainder of this RFP have the same meaning as set forth in the Contract.

TCCS covers approximately One Hundred and Eight (108) square miles and is located in Tipton County, Indiana. As set forth in Section 1.1 above, TCCS provides Transportation Services for general education and special needs students to and from school daily, over approximately 256 miles daily in total. Additionally, TCCS operates mid-day runs on a daily basis for its special needs students where required under IEP. TCCS operates various special needs transportation routes during the school year and throughout the summer. TCCS also currently provides transportation for various extra-curricular/field trips as requested by the individual school buildings of TCCS, as well as many transportation routes for the various clubs, groups and athletic teams of TCCS. TCCS operates its transportation services in accordance with all applicable federal, state and local laws, rules,

regulations and ordinances, the Individual Education Plans (“IEP”) and or Section 504 plans of the respective special needs students.

To confirm to the State of Indiana instructional time requirements, TCCS has one hundred eighty (180) required student attendance days per year. TCCS schedules three (3) calamity days per year. During the last school year, TCCS used three (3) calamity days and two E-learning days.

2. PROPOSALS

2.1 Proposal Procedures and Requirements

2.1.1. Submissions with Proposals will include the following.

- A) The Proposer will provide, along with the completed Bid Sheet (see Appendix A) and non-collusion affidavit (see Appendix B), evidence demonstrating an ability to provide school bus transportation, including, if applicable, a list of any and all Indiana school systems which they have served during the past three years and a summary of their experience over at least three years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Indiana. In lieu of organizational experience, staff experience must be demonstrated.
 - B) The Proposer must provide proof, along with the completed proposal package, that he can provide the expected insurance coverage as outlined in these proposal documents. This proof can be in the form of a certificate of insurance naming Tri-Central Community Schools as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the proposal specifications.
 - C) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a 100% Performance Bond for the performance of the Contract(s) that may be awarded in conjunction with this proposal.
- 2.12 All information required in this Notice to Proposers, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
- 2.13 No charge will be allowed for federal, state, or municipal sales and excise taxes since TCCS is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Proposer.

- 2.14 All proposals received after the time stated in this Notice to Proposers may not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of TCCS. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. HOWEVER, TCCS RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, OR TO MODIFY PROPOSALS BASED UPON NEGOTIATIONS WITH THE PROPOSER(S), AS IN TCCS' JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF TCCS.
- 2.15 The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, regulations, policies, procedures, and requirements of the Federal Government, the State of Indiana and TCCS, and the Proposer will fully comply with said rules, regulations, policies, procedures, and requirements.

3. AWARD

3.1 Transportation Program

- 3.1.1 The Contract(s) will be awarded for a period of four (4) years.
- 3.1.2 The Contract will be awarded based upon a review by TCCS of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. TCCS reserves the right to consider cost (cost per run, costs per tier, costs per program), experience, service, reputation and specific qualifications in awarding the contact(s).

TCCS is providing the opportunity for multiple contracts, determined by vehicle capacities and/or the nature of the services. Proposers may submit proposals on one or more of the proposed contracts, on one or more routes, or for all TCCS transportation services. TCCS may award one or more separate contracts based upon a review of the proposals submitted. TCCS may also modify the proposed contracts based upon a review of proposals and/or proposer interviews and submissions. This modification would be based on TCCS' determination as to the best contract configuration to meet TCCS' needs and the Proposer's capabilities.

4. WARRANTIES AND GUARANTEES

4.1 Proposer's Warranties and Guarantees

- 4.1.1 That Proposer is financially solvent and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 4.1.2 The Proposer shall procure and maintain solely at its own expense Workers Compensation, Indiana Disability Insurance, and Indiana Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That it shall procure and maintain, solely at its own expense, such insurance coverage's in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to TCCS no later than 30 days prior to the initiation of each Contract year.

5. SPECIFICATIONS

5.1 Scope

These specifications are intended to provide services for the transportation of students for TCCS effective August 1, 2019 through July 31, 2023.

- 5.1.1 The successful Proposer shall provide student bus transportation services for:
 - A) Safe and reliable, on-time transportation of general education and special needs students to and from the TCCS school building in accordance with the TCCS schedule.
 - B) Proposer will have the first right to accept transportation of students for extra-curricular and athletic activities and field trips and charters if requested by TCCS. Such transportation shall be safe, reliable, and on-time if accepted by the Proposer. Rate is per-trip ECA rate established by TCCS. If for any reason the Proposer cannot or chooses not to fulfill any of the requests or meet the requirements in this for extra-curricular, athletic activities, field trips and charters, then TCCS reserves the right to outsource these activities and transportation requests to a third-party transportation provider other than Proposer.
 - C) Efficient routing of all regular education, special needs and other transportation routes of TCCS, including but not limited to extra-curricular routes and field trips, as outlined in the Contract. The Proposer may not alter any of the existing routes or combine routes without the express permission of TCCS.

- D) The Proposer will utilize qualified mechanics to maintain the buses and transportation fleet of TCCS. The Proposer must provide evidence that all mechanics have been certified to TCCS.
- E) TCCS reserves the right to explore options such as pick up sites, deviation from routing software, or any other action to ensure the most efficient routing system. Changes and agreements to the routing must be made in writing and signed by the designee of the Superintendent and the Proposer. The parties agree to work cooperatively to ensure the best and most efficient routing and pick up sites possible.
- F) The Proposer shall work in conjunction with TCCS regarding student discipline issues and carry out any student discipline directives of TCCS. The Proposer must obtain the prior approval of the appropriate building administrator before excluding any student from transportation services.
- G) The Proposer will maintain effective communication with TCCS including, but not limited to, TCCS administration, bus drivers, bus aides, parents, students and the community.
- H) In the event the Proposer is a fleet contractor, continuous analysis of the transportation operations of TCCS shall be required, in order to effectively manage costs, while maintaining services levels in accordance with TCCS policy and safety protocol.
- I) The Proposer shall have a substance abuse policy in place that exceeds state and DOT guidelines. A zero tolerance policy shall be implemented, enforced, and documented. TCCS will conduct all substance abuse testing. Employees of the Proposer that test positive for any illegal substances shall be discharged immediately by the Proposer.
- K) The Proposer shall have a program in place for incidents. Incidents may include accidents, employee accidents on the premise, or employee workspace safety. The program shall be in writing and enforced. Any incident shall be communicated to TCCS immediately.
- L) The Proposer shall enforce a policy to check buses after routes, trips, school locations, for students or items left on the bus. Each bus shall be equipped with a placard provided by TCCS.

Proposer shall also document, and train employees on this policy prior to them working for the contractor. An annual refresher training of this policy shall be conducted.

Anytime a child is left on a bus unattended or an employee fails to follow TCCS policy, TCCS shall be notified immediately.

5.2 Proposal Bond

Proposer will be required to furnish, at its own expense, a certified check in the amount of \$100.00. The certified check to the Business Office of TCCS as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond shall be retained for use of TCCS as liquidated damages on account of such default.

5.3 Insurance

5.3.1 Enclosed with the Proposal the Proposer must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in this Request for Proposal will be met. The insurance carrier must be licensed to do business in Indiana and must be rated in A.M. Best's Insurance Guide as a "secured carrier" with a rating of "A-VII" or better.

5.3.2 The successful vendor must submit a summary of their loss prevention programs, and contractually prohibit any material reduction without approval of TCCS. This summary should discuss the following:

- (a) Minimum driver qualifications and background review (physicals, state motor vehicle record check, etc.) procedures.
- (b) Frequency and content of safety training.
- (c) Frequency and content of driver performance evaluation
- (d) Frequency and content of vehicle safety and maintenance checks.
- (e) Other

Proposer shall protect, indemnify and save TCCS harmless and defend TCCS from all liability filed in a court of law or informally presented and expense for loss, damage, death or injury to persons or property, excepting only such liability as results from the sole negligence of TCCS or its employees, arising out of or incident to the performance of this contract.

The minimum scope of coverage must include:

- (a) Worker's Compensation/Employer's Liability:
Coverage A (Worker's Compensation) - Statutory
Coverage B (Employer's Liability) - \$100,000/each accident;
\$100,000 Disease-each employee; \$500,000 Disease - policy limit.
This coverage to be valid in all states covered for services rendered by the Proposer.

The Worker's Compensation Liability requirement will be waived if Proposer submits, at its own expense, the Application for Worker's Compensation Clearance Certificate (State Form 45899, or its equivalent) and subsequently receives an exemption by the Department of Revenue and the Workers Compensation Board. The exemption must be presented to TCCS prior to signing the Contract.

(b) Commercial General Liability:

General Aggregate (except Products/Completed Operations) - \$2,000,000;

Bodily Injury & Property Damage - \$1,000,000 Combined Single Limit/Per Occurrence;

Personal Advertising \$1,000,000/occurrence;

Products/Completed Operations General Aggregate - \$2,000,000;

Coverage includes Contractual Liability and Property Damage including Completed Operations;

(c) Commercial Automobile liability (Owned, Leased, Hired/Non-Owned):

Bodily Injury & Property Damage - \$2,000,000 / occurrence.

Insurance coverage should apply to 'any auto', 'non-owned', and 'hired vehicles' used by the Proposer.

(d) Professional Liability

All Proposers performing DESIGN, ENGINEERING, SURVEYING, TESTING, or other PROFESSIONAL services shall carry PROFESSIONAL LIABILITY (Errors and Omissions) insurance. This policy shall provide at least \$1,000,000 limit of liability per claim and \$2,000,000 aggregate limit per policy period.

The coverage requirements apply to all contractors', subcontractors, sub-contractors and suppliers; Contractor is responsible to verify these requirements for each and every one of its subcontractors, sub-subcontractors and suppliers.

The Proposer will provide a 30 day written notice to TCCS of material changes in these insurance coverages or their cancellation or non-renewal.

- i) If a commercial umbrella liability policy is used to satisfy the minimum limits of liability requirements, the combined limits must equal these minimum limits of liability.
- ii) Please provide a Waiver of Subrogation in favor of Tri-Central Community Schools as it pertains to Commercial General Liability, Auto and Workers Compensation insurance coverages.
- iii) If the aggregate liability limits required for any policy subsequently fall below the aggregate limits required, immediate steps shall be taken to effect reinstatement of the minimum aggregate liability limits. A revised certificate of

insurance is required to confirm compliance with this requirement. Any additional premiums resulting from such reinstatement shall be at no additional cost to TCCS.

- iv) Upon specific request by TCCS, the original policy shall be filed with TCCS within thirty (30) days of such request.
- v) The Proposer will continue or renew all required coverages throughout the term of the Contract and will provide updated and current Certificates of Insurance as proof of their compliance in a timely fashion.
- vi) With respect to products and/or completed operations insurance coverage, will remain in effect for at least three (3) years after final payment (and the Proposer shall furnish TCCS evidence satisfactory to TCCS and any such other insured or additional insured of continuation of such insurance at final payment and three (3) years thereafter).
- vii) These coverage requirements and minimum coverage limits are to provide the minimum acceptable insurance coverage and their existence does not in any way limit or reduce the Proposer or subcontractor's indemnity obligations.
- viii) No representation or warranty is made by TCCS regarding the sufficiency or adequacy of the insurance requirements, coverage or limits stated herein. The Proposer and any subcontractor is advised to consult with their respective insurance agents or professional advisors to determine their coverage needs and requirements.

TCCS and its officers, directors, volunteers and employees shall be named as insureds under the Proposer's Comprehensive General Liability Insurance policy or the Commercial General Liability policy, and automobile liability policies. And the policies shall stipulate that the insurance afforded TCCS and its employees shall apply as primary insurance and that any other insurance carried by TCCS will be excess only and will not contribute with the Proposer's insurance.

These policies shall contain the usual cross liability wording indicating that except for limits of liability, the policies shall operate as though separate policies were issued to each insured.

If the general liability insurance required by this agreement is written on a "Claims Made" policy form, the policy shall show the "Retroactive Date." If the "Retroactive Date" is later than the date of the contract and the Proposer was previously insured under a "Claims Made" Commercial General Liability insurance policy during any portion of the period between the date of the contract and the "Retroactive Date" of the Proposer's current "Claims Made" Commercial General Liability insurance policy, the Proposer shall furnish a Certificate of Insurance showing that the Proposer has purchased the "Extended Reporting Period" or "Supplemental Tail" endorsement under the previous policy extending the period during which a claim may first be made.

5.3.3 Surety Bond.

The successful Proposer shall be required to give a surety bond in the amount of Three Thousand Dollars (\$3,000.00) for the term of the Contract, such bond to be conditioned upon the faithful performance of the full term of the contract.

5.4 **Term**

The term of the Contract shall be for four (4) years.

5.5 **Proposer's Responsibilities**

5.5.1 Personnel Matters

All personnel utilized by Proposer to satisfy Proposer's obligations under the Contract shall be the responsibility of the Proposer and shall be the Proposer's employees. All supervisory personnel, drivers, and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation, including all required driving, licensing, training and certification. In addition, the Proposer will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Department of Education, State Bureau of Motor Vehicles regulations, State law, and TCCS policy, as amended. Each bus driver for Proposer, employed or sub-contracted by Proposer, must provide prior to the start of each school year, at Proposer's expense, a driving record and physician's certification updated each year of the Contract. TCCS reserves the right to remove any driver employed by the Proposer from their duties based on their service and performance for a period not to exceed five years. Some of the violations that may result in a driver suspension include, but are not limited to, the following:

- a. Operating a motor vehicle without the immediate possession of a valid driver's license.
- b. Operating a TCCS owned, rented, or leased vehicle outside the scope of the destination and school-related activity.
- c. Operating a motor vehicle with passenger total exceeding the vehicle manufacturer's installed seating area.
- d. Operating a motor vehicle in a reckless or unsafe manner.
- e. Driving which results in the intentional destruction of property.
- f. Operating a motor vehicle while under the influence of alcohol or drugs.
- g. Receipt of two or more violations within the past 12 months.
- h. Receipt of three or more violations within the past 36 months.

- i. Receipt of any major violation, such as DUI, Speeding, Hit & Run, Vehicular Manslaughter/Homicide, Reckless Driving.
- j. Failure to promptly report a motor vehicle accident or violation/citation, while on duty for TSSC.

5.5.1.1 Bus Monitor Requirements

The Proposer shall use bus monitoring equipment provided by TCCS.

5.5.2 Vehicles

- A. The Proposer must provide school buses that must meet or exceed all applicable Federal Motor Vehicle Safety Standards and the requirements of the Indiana Standards for school buses during the term of the Contract. The Proposer will bear any compliance costs for buses in the event of changes in federal or Indiana school bus standards.

All buses must pass inspections as required by Indiana law. Buses must comply with federal and state law regarding the transportation of students. Proposers must provide information regarding buses to be utilized to provide transportation for students. Proposers must complete Appendix A and shall include Appendix A in its response to this RFP.

- B. The proposer will ensure that all school buses satisfy all city, county, and state licensing and inspection requirements and display a current State of Indiana Vehicle Inspection Sticker.
- C. The Proposer will ensure that all buses are maintained in clean, safe and proper mechanical condition with maintenance records available. Vehicle interior shall be cleaned daily. Method of cleaning shall include hot water, brush type system with a soft nylon bristle or lambs cloth, wash detergent, grease removal detergent for wheels and tires, and a soft water treatment system. Entire bus exterior shall be brush cleaned-including roof, glass, doors, and all crevices of body panels. Undercarriages, engine compartment, and all areas of chassis shall be steam cleaned, degreased, and rinsed with hot water once every 45-calendar days. The proposer must show evidence to TCCS's satisfaction of providing adequate maintenance and service facilities. TCCS reserves the right to periodically inspect buses to determine their mechanical condition and condition of cleanliness; and upon inspection, if TCCS finds that any vehicle is not in a clean, suitable or proper mechanical condition, it shall promptly notify the Proposer in writing of this fact, specifying the unsatisfactory condition or conditions, which are found to exist. The Proposer shall then correct any such problems within five (5) business days. If after the five (5) business day period, the Proposer has not eliminated the problem, TCCS may declare a default under the Proposer's performance bond, or terminate the contract and shall be

released of any further obligation but shall pay the Proposer for services performed up to the effective date of termination.

It is understood that TCCS reserves the right to order the Proposer to remove any bus from operation when TCCS' opinion is that this bus may present an imminent hazard or undesirable appearance and require the Proposer to provide another bus.

- D. Proposer agrees that all buses used to provide services under this Contract will be no older than manufactured in 2007.
- E. The Proposer will utilize a radio system provided TCCS.
- F. The Proposer shall provide TCCS with an updated list of the school buses and bus drivers used in the performance of the contract. The list shall include a description of each school bus, license number, inspection number, vehicle identification number, whether bus is wheel chair lift equipped, size and model year prior to putting the school bus in service and whether the bus is equipped with seat belts. Proposer shall provide detailed list to the superintendent or her designee one week prior to the start of school
- G. The Proposer shall immediately notify TCCS if a school bus is removed from service. If the bus is removed from service for TCCS, all equipment such as cameras, GPS, radios, and equipment required by contract shall be removed and reused on TCCS contracted buses.
- H. The Proposer shall maintain adequate spare school buses and drivers to insure continuity of service in the event that a breakdown occurs.
- I. In the event that the Proposer utilizes buses or equipment purposes other than TCCS routes or trips (this includes but is not limited to charters, revenue trips for non-TCCS events, or any type of trip not hired or contracted through TCCS), the Proposer shall cover any signage reflecting TCCS' identification.

5.6 Routing Terms

- 56.1. *General Education Daily Routing:* TCCS operates a total of 10 daily transportation routes for general education students. The routing information is as follows:

| Estimated number of riders per bus | | Estimated mileage for new contract routes | |
|------------------------------------|-------------|---|----------|
| Route 2 | 33 students | Route 2 | 61 miles |
| Route 3 | 26 students | Route 3 | 48 miles |
| Route 4 | 34 students | Route 4 | 55 miles |
| Route 5 | 43 students | Route 5 | 58 miles |
| Route 6 | 39 students | Route 6 | 36 miles |
| Route 7 | 43 students | Route 7 | 31 miles |
| Route 8 | 54 students | Route 8 | 50 miles |
| Route 9 | 42 students | Route 9 | 64 miles |
| Route 10 | 55 students | Route 10 | 62 miles |
| Route 11 | 55 students | Route 11 | 43 miles |

Route mileage and number of students may vary each year (2019-2023) depending on student count and mobility. See Contract for adjustments.

Please provide bus bid amount per day driven for each requested route.

562. *Field Trips/ Extra-Curricular/Athletic Routes:* TCCS provides transportation for its various school buildings, clubs, student organizations and athletic teams to and from various events, field trips and athletic contests throughout the year.

5.7 Route Scheduling and Miles Calculations

57.1 Route scheduling will be performed by TCCS in consultation with the Proposer. The Proposer is to drive the bus along the designated route each day during the school term on terms detailed in the Contract, unless the school is dismissed for a holiday or by order of TCCS. TCCS may at any time alter and/ or extend the route herein covered to pick up new or additional students. In the event that the route as changed, altered or extended (at the request of Tri-Central Community Schools) is longer than the original route, the Proposer shall be paid as additional compensation for each mile or fraction thereof in excess of the mileage of the originally contracted route, a sum equal to the average rate per mile as provided in the Contract. Route miles are calculated on the pupil count day in September of the first year of the contract or, in the event that the Contract is signed prior to September, the miles that the Proposer bid, and will be the basis for establishing the “original” miles. If it is necessary to alter the route and thereby add to the route miles anytime during the four year term of this contract, all mileage will be computed to the nearest half mile. Additional mileage, which occurs due to weather, road construction, act of nature, or other unforeseen occurrence, will be paid for any additional miles traveled over four (4) miles per day at the following per mile rates” \$1.47 (2019-20), \$1.495 (2020-21), \$1.52 (2021-22), \$1.545 (2022-23).

57.2 TCCS will set the start times of schools and the ending times of the school day.

- 5.73 TCCS reserves the right to notify the Proposer of reasonable changes in the starting and dismissal times of a school or schools, and services required by such change shall be without additional charges except as provided for herein. Bus driver shall follow sheets and directions as provided. Failure to adhere to route sheets and directions shall result in immediate termination.

Changes required to meet the service needs of TCCS shall be provided by the Proposer in accordance with the following schedule (all times are to be considered maximum times; all “days” are to be considered “school days”):

- a) New student added to an established stop: next day
- b) Regular education student added at a new stop: 2-3 days
- c) Regular education student requiring a new vehicle: 3-5 days
- d) Special education student added at a new stop: 1 to 2 days
- e) Special education student requiring a new vehicle: 3-5 days
- f) Transportation change required by a legal settlement: next day (Next day transportation shall be determined by TCCS and the Proposer)

- 5.74 TCCS may consolidate routes, add routes, or eliminate routes during the school year based on ridership, financial reasons, or any reason deemed appropriate. All changes will be communicated at least one week prior to change taking place.

5.8 Contract

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by TCCS which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Board of School Trustees of Tri-Central Community Schools. The Contract shall contain a default provision for all Obligations of Proposer contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The Contract shall also contain a provision that prohibits the increase of any payment due to increased fuel or oil costs. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after she/he has received notice of the acceptance of his/her Proposal, shall forfeit to the owner as liquidated damages for such failure of refusal, the security with his/her bond. The RFP is considered to be part of the contract. Therefore, the RFP shall be incorporated into any contract awarded.

- 5.8.1 Additional Contract provisions:

- A) All drivers must comply with TCCS policies. TCCS may terminate the Contract upon written notice with any driver or entity for failure to comply with TCCS policy.

- B) As required by Indiana Code § 22-5-1.7, as amended, the Proposer shall enroll in and verify the work eligibility status of all newly hired employees of the vendor through the federal E-Verify program. The Proposer is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. The Proposer will also sign and file with TCCS an affidavit affirming that the vendor does not knowingly employ an unauthorized alien.
- C) Proposer must agree to comply with all federal, state and local regulations regarding the presence of illegal drugs and alcohol on TCCS premises or being under the influence of illegal drugs and alcohol while on TCCS premises.
- D) The Proposer will have control of all school children so conveyed between the homes of the children and the school(s). The Proposer shall keep order and maintain discipline in the bus, being firm but polite, impartial and fair, and see that no child is imposed upon or mistreated while in their charge, and shall use every care for the safety of the children under their charge.
- E) Proposer must agree that nothing contained in the agreement shall be deemed or construed by any person to create any relationship of third party beneficiary or create any employer and employee between TCCS and Proposer's employees. Proposer is and will remain an "independent contractor" with respect to performance under the agreement. Proposer is therefore responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance (if applicable). Proposer shall also indemnify TCCS for any claims, fines, fees and penalties arising from a claim by Proposer, Proposer's employee or governmental agency seeking to establish an employee-employer relationship between TCCS and a Proposer or Proposer's employee.
- F) Proposer shall not assign the agreement, any portion of the agreement, or any right, interest, privilege, duty, claim, defense, chose of action or liability arising out of or relating to the agreement without the written consent of TCCS and any purported assignment in violation of this prohibition shall be void *ab initio*.
- G) Any obligation of TCCS shall be subject to sufficient appropriations as provided by Indiana law.
- H) The Proposer will be required to conduct a background check for criminal history for all employees who visit TCCS facilities in compliance with Indiana Code § 20-26-5-10 and § 20-26-5-11 for the last ten (10) years. The Proposer shall provide TCCS a list of

all personnel used by or on behalf of the Proposer, whether employed by them or not, who will be engaged in the provision of services at TCCS facilities. The list shall also provide written evidence of a criminal record search with respect to all persons on the list dated within thirty (30) days of the date of the agreement and extending at least ten (10) years prior. Proposer agrees that no person will be providing services who has any criminal conviction for any type of behavior that would place TCCS students or staff at risk. If evidence of such behavior occurs after this initial search, but during their employment on project, such worker shall be removed immediately from the project and shall be banned for the duration of the project. Evidence of behavior that is prohibited would include, but not limited to, the offenses listed in Indiana Code § 20-26-5-11(b), as amended.

- I) Neither party to the contract shall assign the contract without written consent of the other.
- J) The contract shall be governed by the law of the State of Indiana, and venue of any dispute shall be state or federal court in Indiana.
- K) All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, postage pre-paid; or (c) delivered by receipted overnight delivery service, as follows:

If to Proposer:

With a copy to:
(which shall not
constitute notice)

If to TCCS:

Tri-Central Community Schools
Administration Office
4774 North 200 West
Sharpsville, Indiana 46068

With a copy to:
(which shall not
constitute notice)

Bose, McKinney & Evans, LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Attn: Jonathan L. Mayes

or such substituted address or person as either party has given to the other in writing.

All such notices, requests, and other communications shall be effective (a) if delivered by hand, when delivered; (b) if mailed in the manner provided herein, three (3) business days after deposit with the United States Postal Service; and (c) if delivered by overnight express delivery service, on the next business day after deposit with such service.

5.9 Non-Performance Damages

- 59.1 If at any time the Proposer does not provide the required number of buses, drivers or bus under the Contract, the Board of School Trustee may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of TCCS' expense for engaging alternate transportation during the period that the Proposer is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Proposer "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the penalty stated in this Section. Alternatively, if available, Proposer may rent TCCS bus at a daily rate of \$130.00 and half-day rate of \$65.00 subject to the terms of the Bus Rental Agreement provided by TCCS.

6. EVALUATION OF PROPOSALS

Upon receiving the proposals, TCCS will review submitted proposals based upon the criteria listed below. Note that cost will not be the sole factor in evaluating submitted proposals. A committee designated by the Board of School Trustees will rate the proposals on each of these criteria and an aggregate score will be applied to each proposal to determine which respondent will be recommended to the Board.

1. Cost: Total cost of proposal in addition to other costs, such as bus, van, monitor, hourly costs, etc. (45%)
2. Specifications: The extent to which respondent's proposal meets the specifications. (25%)
3. Experience: The previous experience of the Proposer performing transportation work. (20%)
4. Operational Plan: The ability of the Proposer to execute the plan they are proposing. (10%)

Discussions may be conducted with responsible respondents, who submit proposals determined to be reasonably susceptible of being selected for award. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with a respondent, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the respondent providing the information is not disclosed to others. TCCS will provide equivalent information to all respondents with which it chooses to have discussions.

APPENDIX A
Transportation Bus Bid Sheet

Term 2019-2023

(Driver - Provided Equipment)

Tri-Central Community Schools - 7935

4774 N. 200 W.

Sharpsville, IN 46068

*****Please submit a separate Bid Sheet for each route you desire.***

1. Information regarding bus used for services::

a. Chassis: Make _____ Year (at least 2007) _____

b. Body: Make _____ Year (at least 2007) _____

Please provide bus bid amount per day for each specified route:

Route 2: _____ Daily Rate

Route 7: _____ Daily Rate

Route 3: _____ Daily Rate

Route 8: _____ Daily Rate

Route 4: _____ Daily Rate

Route 9: _____ Daily Rate

Route 5: _____ Daily Rate

Route 10: _____ Daily Rate

Route 6: _____ Daily Rate

Route 11: _____ Daily Rate

Name of Proposer: _____

Signature: _____

Date: _____

APPENDIX B
NON-COLLUSION AFFIDAVIT

The undersigned Proposer, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, or himself individually (if Proposal submitted on behalf of an individual), entered into any combination, collusion or agreement with any person relative to the price to be offered by anyone nor to prevent any person from making a proposal nor to induce anyone to refrain from making a proposal, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such proposals.

He further says that no person or persons, firms or corporation has or have or will received directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RELATIVE TO PROPOSER'S PROPOSAL ARE TRUE AND CORRECT.

Name of Proposer/Entity: _____

Signature: _____

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing "Non-Collusion Affidavit" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2019.

Notary Public