

TIPTON COMMUNITY SCHOOL CORPORATION

General Specifications Bus Routes

All bidders must agree to the following General Specifications:

BIDDING PROCEDURES and BIDDER REQUIREMENTS

1. The term on the contract shall be for the school years 2017-2018, 2018-2019, 2019-2020, and 2020-2021, commencing on the first day of school and ending on the last day of school during each school year; provided, however, if either party materially breaches a provision of the contract (each breach or default, a "Cause"), the non-breaching party shall give the other party notice of such Cause in writing in the manner and at the address or addresses set forth in the contract. If the Cause is remedied within ten (10) days of receipt of notice, the notice shall be void. If such Cause is not remedied within ten (10) days of receipt of notice, the party giving notice shall have the right to terminate the contract upon expiration of such remedy period. However, neither party shall be responsible to the other for any losses or failure to perform its respective obligations under the contract when such failure is caused by conditions beyond the party's control such as fire, explosion, water, act of God, civil disorder or disturbances, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules, and regulations or like causes beyond the reasonable control of such party or the damage or destruction of real or personal property.
2. Route mileage is based on the area covered by the pick-up and drop-off route specifications of each numbered route. The total base mileage of a specific route will be:
 - Mileage from first point where a student is picked up through specified route to school
 - + Mileage from school through specified route to the last point where a student is unloaded"School" as used in this item shall refer to the bus loading area behind the Tipton Elementary, Middle and High School complex.

The miles in the specification are based on "linear miles of roads" and are estimated. Actual miles necessary to drive the route should be calculated by all interested bidders.

The base route mileage for each route will be certified each school year of this contract using the Transfinder Mapping program. The certified base route mileage shall be used for all mileage calculations/adjustments for that school year. The certified base route mileage for the first year shall be considered the "original" miles of the route.

The certified mileage must be verified and approved by the Superintendent or his designee.

3. A bidder must submit a "Daily Bid" for each route he/she chooses to bid, and a separate Bid for each route he/she chooses to bid, must be submitted for each of the four years. In determining the lowest responsible bidder for a route, as detailed in item 9 below, the School Corporation shall first combine the four (4) separate Daily Bids to establish a 4-year daily cost total. Secondly, the School Corporation may consider each year of the bid separately.
4. For a Daily Bid to be considered by the School Corporation, the person submitting the bid (the "bidder") must be the person who will be the party in the contract with the School Corporation if he/she is awarded a contract and who will be the person operating the bus pursuant to the contract, subject to the exceptions set forth in these General Specifications and the contract (an "Owner-Operator"). In addition, a Bidder must be at least twenty-one (21) years of age at the time of submitting his/her Daily Bid or Daily Bids.
5. An Owner-Operator must hold a current Commercial Drivers License issued by the State of Indiana and meet any and all other qualifications set by the State of Indiana or any of its agencies during the term of the contract. (Each Bidder must file a photocopy of his/her Commercial Drivers License that meets school bus driving requirements with each Daily Bid.)
6. Each Owner-Operator must meet physical requirements during the term of the contract as prescribed and evidenced by a certificate signed by a doctor who holds an unlimited license to practice medicine in the State of Indiana and filed with each Daily Bid. (Each Bidder must file a photocopy of his/her physical form that meets school bus driving requirements with each Daily Bid.)
7. Joint bids involving no more than two (2) individuals may be submitted. In such event each individual must meet all requirements set for herein. If such joint bid is awarded a contract, then both people who submitted the joint bid will enter into the contract for the route with the School Corporation and will be treated as the Owner-Operator.
8. Each route may be bid on only once by any one person and/or combination of people. One person or combination of people may bid on more than one route.
9. Open bidding will prevail on each route description as given in these specifications. The School Corporation shall award each contract to the best responsive and responsible Bidder. The School Corporation may refuse to award one or more contracts to the lowest responsive and responsible Bidder for any reason or for no reason at all. All contracts awarded for the bus routes are at the sole and complete discretion of the school corporation.
10. The School Corporation may reject any or all bids in whole or in part. If the School Corporation rejects all bids received for a specific route, the School Corporation may either re-advertise for bids for such route or negotiate a contract for the route without further advertising.
11. Each Daily Bid must be submitted on the School Bus Route Bid Form, which may be obtained at the Superintendent's Office. Each Daily Bid must be submitted in a separate sealed envelope clearly marked on the outside with the wording "Bus Route Bid," the number of the route being bid, and the Bidder's name. In addition, the School Corporation retains the right to waive any irregularities in

any of the Daily Bids if in the School Corporation's sole judgment it will be in the best interest of the School Corporation to do so, to waive any requirements set forth in these General Specifications if in the School Corporation's sole judgment it will be in the best interest of the School Corporation to do so and to make all decisions regarding the daily Bids that the School Corporation believes to be in the best interest of the School Corporation.

EQUIPMENT and OPERATING REQUIREMENTS

12. During the term of the contract, it shall be the obligation of the Owner-Operator to (a) furnish a school bus, including both body and chassis, that conforms to all state and federal regulations and requirements and complies with all official rules and regulations of the Indiana state school bus committee. (b) present the school bus for inspection by the state police department as required by state law at the time and place designated by the state police department, and (c) make any and all adjustments, repairs, etc. required by the state police in order to obtain a valid certificate of inspection, with all such adjustments, repairs, etc. being made at the expense of the Owner-Operator.

The Bidder shall provide the following details as a part of each Daily Bid submitted

- Make and year of chassis
- Make and year of body
- Seating capacity
- Approximate mileage of bus at time of bidding

13. During the term of the contract, any equipment changes required by state statute, local ordinance or state or local agency shall be at the expense of the Owner-Operator.
14. Equipment on each school bus shall include a strobe light placed in the center of the roof (as measured from side to side) and one third of the bus length from the rear.
15. During the term of the contract, the Owner-Operator will (a) maintain each school bus operated pursuant to a contract in accordance with all national and state industry recognized safety standards and such other safety standards required by the School Corporation from time to time, and (b) keep each school bus operated pursuant to a contract clean (both inside and out) during all times of operation with reasonable exceptions for the current weather conditions.
16. The School Corporation reserves the right to inspect each school bus operated pursuant to a contract at any time and declare any such bus unacceptable to satisfy the requirements of the contract.
17. During the term of the contract, the Owner-Operator will keep an up-to-date route description, time schedule, and list of students riding his/her school bus at all times with-in the bus and also update with the lead-bus driver once a month on the Transfinder Route System.

18. No student will be delivered to school before the time established by the Superintendent or his designee. The School Corporation may change this designated time as conditions warrant.
19. During the term of the contract, the Owner-Operator will have his/her school bus in place at the designated pick-up point no less than five (5) minutes prior to the dismissal time designated by the School Corporation.
20. During the term of the contract, the Owner-Operator will use the two-way radio communication system as directed by the Superintendent or his designee. This includes, but is not limited to, safeguarding equipment against theft and damage; keeping the radio turned on appropriately at all times the bus is loading /unloading students and all times the bus is on the road; and speaking on radios only as necessary within the guidelines established by the Superintendent or his designee. The School Corporation may conduct periodic radio checks.
21. During the term of the contract, the Owner-Operator will allow the corporation to operate a Zeus Camera system on their bus. This includes, but is not limited to, safeguarding equipment against theft and damage; accessing the system for school purposes only, viewing any recordings with a supervisor when necessary and providing the bus for access to the system. The system will be maintained at the expense of the corporation, as long as the owner of the bus has not neglected or intentionally damaged.
22. During the term of the contract, the Owner-Operator shall not drive his/her school bus at an unsafe speed based on the posted speed limit as well as the current weather, lighting and traffic conditions. Notwithstanding the foregoing, the Owner-Operator shall not operate his/her school bus at a speed that is greater than the posted speed limit.

BUS SAFETY/STUDENT DISCIPLINE

23. When children are being transported on a school bus they are under the supervision, direction, and control of the Owner-Operator and are subject to disciplinary measures by the Owner-Operator. All disciplinary action taken by the Owner-Operator must be consistent with policies established by the School Corporation and listed in the Student Ride Guide/Handbook.
24. The Owner-Operator shall treat all children in a civil manner and see that no child is imposed upon or mistreated by any person while in his/her charge and shall use every care for the safety of children under his/her charge.
25. The Owner-Operator shall require students to conduct themselves in an orderly fashion, as well as follow all rules and policies established by the Student Ride Guide/Handbook. The Owner-Operator shall report all disciplinary actions per the handbook and utilize the appropriate building principal in working with the child/parent/guardian.
26. The Owner-Operator may suspend a student from riding his/her bus for no more than two (2) consecutive days without the approval of the School Corporation. However, the Owner-Operator shall report all such suspensions within one (1) school day of the beginning of such suspension. Suspensions of

longer duration may be administered only upon approval of a School Corporation administrator (generally the building principal or his designee), subject to due process provisions of Indiana state law.

27. The Owner-Operator shall not leave students unattended on his/her school bus except in emergency situations.
28. To ensure the safety of all passengers on his/her school bus, the Owner-Operator shall never use the braking system of his/her school bus to restore order or "get the attention" of the passengers.

COMPENSATION/WORKING PROVISIONS

29. The Owner-Operator will be paid bi-weekly during the term of each school year during the term of the contract.
30. The School Corporation shall pay the Owner-Operator the rate per day agreed upon in the contract for: (a) the number of days on which the calendar of the School Corporation provides that students are to be in attendance at school; (b) additional days on which the Owner-Operator are required by the School Corporation to transport children to school; and (c) one (1) day of in-service training (state safety meeting) per year.
31. The Owner-Operator's payments under the contract shall not be subject to social security deductions or to tax withholding but shall be paid as independent contractors for the performance of all duties under the contract.
32. During the term of the contract, the Owner-Operators may participate in the School Corporation Group Health Plan by paying the full cost (single or family) of the coverage each month. Such payment will be deducted from the bi-weekly payment on the first pay of each month.
33. During the term of the contract, the Owner-Operators will provide and pay his/her own substitute who must meet the same qualifications and be subject to the same provisions/regulations as the Owner-Operator. The Owner-Operator will submit to the Superintendent or his designee, the name of his/her substitute driver(s) prior to the substitute being used. All substitutes must satisfy all School Corporation requirements and policies, including the drug and alcohol testing policy, prior to and during any period of operating the school bus. Use of a substitute driver who has not satisfactorily met these requirements shall fall upon the liability responsibility of the Owner-Operator and be a Cause under the contract.
34. An Owner-Operator may not be absent from driving his/her route for more than ten (10) school days in any one school year without prior approval from the Superintendent or his designee.
35. The School Corporation may alter any bus pick up/drop off route (i.e., point of first student pick-up through specified route to school and/or school to last point of student unloading through specified route) at any time. The base mileage of the contract as bid shall remain the base mileage for the duration of the contract. Changes in a route above the base mileage shall cause an adjustment in

compensation for the route at a rate of \$1.40 per mile. The Owner-Operator will notify the Superintendent or his designee immediately and in writing of any change in mileage driven. Upon approval, the amount of daily pay will be increased or reduced according at the specified rate per mile, retroactive to the first day of change. At no time shall the compensation be reduced below the amount set forth in the Daily Bid for each year of the contract (even if the mileage is reduced below the base mileage established for the route). Note: Mileage from the school to the Owner-Operator's home and from the Owner-Operator's home to school is not included in route mileage and is not subject to this rate adjustment provision.

SCHOOL DELAYS/CLOSINGS

36. The Superintendent or his designee will determine if the school will close or be delayed due to weather conditions or other emergencies. When the schools are open, all routes will be driven. Exceptions to this:
 - a. if the Owner-Operator feels that it would be unsafe to drive all or part of his/her route or,
 - b. if, at any time, the School Corporation institutes a "snow route" plan which designates abbreviated routes.
 - c. Days utilized as e-learning by the corporation will result in adjustments to the end of the year pay.
37. The Owner-Operator will utilize the "School Messenger" (notification system) through the transportation director to notify riders of any delays, closings, or route changes due to weather or other causes. The driver must keep the lead-bus driver notified of all changes in route riders, so the school messenger bus list can be updated.

OTHER GENERAL PROVISIONS

38. The Owner-Operator will work under the direction of the Superintendent or his designee, and follow all applicable federal and state laws, local ordinances and School Corporation policies during the contract term.
39. The Owner-Operator will maintain full auto insurance coverage of \$1,000,000 "combined single limit," \$10,000 medical payments, and a \$1,000,000 uninsured motorist. The Owner-Operator shall include the School Corporation as an additional insured on a primary and non-contributory basis on all such policies. A valid certificate of insurance showing this policy information shall be on file with the Superintendent or his designee at all times for the duration of the contract.
40. The Owner-Operator shall furnish the School Corporation with a Surety Bond in the amount of \$1,000 covering the period of the contract. The Superintendent or his designee on or before the first day of the school year must receive such bond.
41. The Owner-Operator shall furnish proof of your preferred option for Workers Compensation. Statutory Workers Compensation coverage is required (for any injuries while performing your duties) or an Indiana Workers Compensation Exemption Clearance Certificate (taking personal responsibility for any injuries while performing your duties) is acceptable and applicable for the length of the

contract. Information on applying for the certificate can be found on IN.gov or specifically at <http://www.in.gov/dor/4473.htm> . Proof of your preferred option must be provided before services start.

42. The Owner-Operator may not sell or assign his/her rights, interests or obligations under the contract to any other party except by written agreement by the School Corporation and by the purchaser or assignee of the contract, and in accordance with Indiana Code.
43. Substantial or repeated failure to fulfill any of the general provisions of this contract; violation of any federal, state, or corporation policies, procedures, and/or guidelines; or providing false or misleading information to the School Corporation when such information has been requested by the Superintendent or his designee shall be considered a breach of the contract by the Owner-Operator and may result in termination of this contract by the School Corporation.
44. In executing the contract, the Owner-Operator confirms he/she is enrolled in and will verify the work eligibility status of all newly hired employees, if any, through the Federal E-Verify program (unless and until the E-Verify program no longer exists) and he/she has signed, or will sign prior to entering into the contract an affidavit stating that he/she does not knowingly employ an unauthorized alien, and he/she will provide a copy of that affidavit to the School Corporation upon request.
45. During the term of the contract, the Owner-Operator and his/her substitutes shall work cooperatively with the School Corporation's employees without disrupting the normal operations of the School Corporation's employees, students or other third parties.

Updated 2/22/2017

