

**LAKE STATION SCHOOL CORPORATION
BUS FLEET CONTRACT
For Pupil Transportation Service
School Years 2016-17, 2017-18, 2018-19**

BID NOTICE

Notice is hereby given that sealed bids will be received by the Board of School Trustees of the Lake Station School Corporation, Lake County Indiana, at the Administration Center, 2500 Pike Street, Lake Station, Indiana 46405, beginning on April 7, 2016 up to and including the hour of 1:00 PM (Central Time) on April 29, 2016. The bid is specifically set for bus transportation services that would be provided for the students of the Lake Station School District. Bids will be opened in public on April 29, 2016 at 1:30 PM by committee and will be available for public inspection at that time. The committee will meet to review and a recommendation will be presented at the next regular scheduled board meeting following the completion of the review process. Specifications for the Bus Fleet Contract, including specific routes, length of contract, size and type of equipment and other related information are on file at the Lake Station Administration Office, and may be examined during regular business hours (8:00 AM to 4:00 PM). Additionally, the specifications can be found on the Lake Station Schools web page located at www.lakes.k12.in.us, listed under Information Tab. Interested parties may bid on any or all routes set forth in the specifications and all bidders are requested to specify a daily charge for all services to be performed. The School Corporation reserves the right to reject any and all bids. All bids shall be accompanied by a non-collusion affidavit and a bid bond or certified check in the amount of ten percent (10%) of the total bid payable to the Lake Station School Corporation. The check of the successful bidder shall be retained until the contract is executed and in the event such bidder shall fail or refuse to comply with the terms of his bid, then such check, and the proceeds thereof, shall become the property of the School Corporation and shall be taken and considered as its liquidated damages growing out of such failure. The checks of the unsuccessful bidders will be returned immediately after the award of the contract.

March 2016

Michael Stills, Secretary
Board of School Trustees of
The Lake Station School Corporation

**SPECIFICATIONS
BUS FLEET CONTRACT
LAKE STATION SCHOOL CORPORATION
LAKE COUNTY, INDIANA
April, 2016**

The following specifications shall be placed on file in the Administration Office of the Lake Station School Corporation ("School Corporation") not less than fifteen (15) days prior to any advertised date for beginning negotiations or receiving proposals or bids. All specifications shall be public record and shall be open during regular office hours for inspection by the public.

1. EQUIPMENT. The fleet contractor shall first use the current School Corporation fleet of busses and provide additional school buses which are necessary to transport the total number of school children along the designated routes at the days and times thereafter set forth. Should the Contractor need to use their busses, the contractor shall designate the model, year and seating capacity of each school bus which will be used to transport school children under the Fleet Contract. Throughout the term of this contract no bus shall be more than twelve (12) years of age. All buses used on regular routes must have at least a 66 passenger seating capacity. The School Corporation reserves the right to select the number and type of school buses to be utilized and the capacity of each school bus shall be limited by the manufacturer's suggested capacity.

The fleet contractor shall display an identification number on each bus. This number shall be determined by the District.

The fleet contractor shall supply a sufficient number of spare buses, so that no service request is denied nor will any service be sub-contracted.

The fleet contractor shall be responsible for damage to the buses.

All buses servicing School Corporation must be stored and operated from the School Corporation's bus barn.

All vehicles are to be equipped with a working 2-way FM radio communication system. CB radios are not acceptable. The successful contractor must provide the District with the radio frequency utilized. The radio system shall have adequate power to allow communication between base terminal and buses anywhere on any scheduled School Corporation routes.

*****The School Corporation Transportation Coordinator will have access to the 2 way system of the contracted company. Radio contact between School Corporation and the contracted buses is required.

2. EQUIPMENT CHANGE. The School Corporation reserves the right to require the fleet contractor to furnish equipment with greater seating capacity at any time. When a fleet contractor is required to furnish different equipment during the term of the contract, the parties may mutually agree to the cancellation of the existing contract and renegotiate a new contract for the balance of the term of the original contract.

3. BUS SAFETY. The fleet contractor agrees that all school buses used for the transportation of school children shall comply in all respects with all state, federal and local specifications under regulations which are now in effect or which may hereafter be adopted relative to school bus safety, equipment maintenance, registration, and inspections. In addition, two (2) evacuation drills are to be provided for all School Corporation students - one in October and one in April.

4. MAINTENANCE. The fleet contractor shall be responsible, at its sole cost and expense, for all necessary maintenance and repairs to the school buses and it further agrees that all school buses used in connection with the Fleet Contract shall be in good and safe operating condition. The maintenance performed by the fleet contractor shall ensure that the school busses pass all mandated state and/or federal inspections for Indiana school busses, and the fleet contractor shall provide the School Corporation with proof of said inspections and the results of the inspections. The School Corporation reserves the right to reject any school bus which it believes, in its sole discretion, to be in unsafe condition.

5. ROUTES. The number of routes will be determined by the number of students and will be subject to change. The description of each route, including the geographic area, mileage, school location, and arrival and departure times are attached hereto, and made a part hereof. The fleet contractor is invited to suggest alternative routing which might prove to be more economical or efficient. The route scheduling will be handled by the School Corporation Transportation Coordinator and presented to the contracted company. Any and all changes will be implemented through School Corporation.

6. ALTERATION OF ROUTES. The School Corporation reserves the right to alter any school bus route at any time. However, if the altered route is longer than the route in the original contract, the fleet contractor shall be paid additional compensation for each additional mile. The additional compensation shall be based on the average rate per mile in the original contract.

7. ROUTE INCREASE / DECREASE. School Corporation reserves the right to decrease the number of routes up to two (2) per year if deemed necessary. If highway or road conditions require a school bus driver of a fleet

contractor to drive a greater distance than provided by the contract, additional compensation shall be paid to the fleet contractor. The additional compensation shall be computed as if the School Corporation had lengthened the route under paragraph six (6) hereof.

8. ASSIGNMENTS. The Fleet Contract shall not be sold or assigned, except by written agreement executed by both parties and the proposed assignee or purchaser of the contract.

9. SCHOOL BUS DRIVERS. The fleet contractor shall be solely responsible for the employment, physical condition, and conduct of every bus driver employed by the fleet contractor. Under this agreement, the School Corporation shall have the right to require a contractor to remove from service, any employee who, in School Corporation's sole discretion, is deemed unsuitable for the performance of transportation services for School Corporation, and provides further that School Corporation shall make such request in writing and state the reasons therefore. The fleet contractor shall submit to the School Corporation a list of the names, addresses, telephone numbers, and route assignments of bus drivers employed by the fleet contractor. All school bus drivers employed by the fleet contractor shall meet the physical, moral, and licensed standards prescribed in I.C. 1971 20-9.1-3-20.9.1-3-11.5. School bus drivers employed by the fleet contractor shall attend the annual safety meeting for school bus drivers, sponsored by the State School Bus Committee and the Indiana State Police. Failure to employ school bus drivers who meet and maintain the physical, moral, and licensed standards or failure to compel attendance of school bus drivers at annual safety meetings shall constitute a breach of contract and may result in the termination of the fleet contract and in forfeiture of the surety bond.

The Fleet Contractor agrees to offer employment and employ current School Corporation Transportation department employees to drive the School Corporation routes and to work on busses servicing the School Corporation.

All employees driving for School Corporation will need to submit to criminal background checks and submit to criminal background checks when requested to do so. These records will be made available to School Corporation and copies of the records shall be kept at the School Corporation.

All drivers for School Corporation shall adhere to rules and regulations of the School Corporation and all employee and student handbook rules.

10. TERM. The term of the Fleet Contract shall be for a period of three (3) years, commencing in August, 2016 and terminating in June of 2019, with an option to extend an additional year upon terms and conditions agreed upon mutually by both parties. Also the School Corporation may or may not have summer school each year, in the event that summer school is held, we will need buses based on enrollment. The total number of school days on which transportation will be required shall not exceed one hundred

and eighty (180) days, except as otherwise herein provided but will be no less than one hundred and eighty (180) days per school year. The School Corporation will re-numerate the fleet contractor only for days in which transportation is provided.

11. COMPENSATION. The fleet contractor may bid on all or any portion of the work set forth herein, and the bid shall specify a daily charge for all services performed.

12. SURETY BOND. The fleet contractor shall furnish a corporate surety bond or certified check in the penal sum of ten percent (10%) of the contract price for the full term of the contract. The bond shall be conditioned upon the faithful performance of all of the duties necessary to carry out the contract for the transportation of school children, as set forth herein.

13. EXTRA-CURRICULAR ACTIVITIES. The fleet contractor agrees to provide school buses and school bus drivers to the School Corporation for extra-curricular activities at such times and in such manner as may be reasonably requested by the School Corporation.

14. REASONABLE RULES AND REGULATIONS. The School Corporation reserves the right to adopt and implement reasonable rules and regulations which are necessary or appropriate for the transportation of school children of the School Corporation.

15. INSURANCE. The fleet contractor shall, at its own cost and expense, procure and maintain, during the term of the contract, a public liability and property damage insurance policy with the School Corporation as a named insured, insuring against any and all claims for bodily injury and property damage, including death to any person, including employees of the School Corporation, which might arise out of, or be connected with, any services performed under this contract. The limits of liability shall not be less than \$5,000,000.00 with a \$25,000,000.00 umbrella liability, and with the Lake Station School System named as an additional insured on both, the primary and umbrella policies. The insurance policy, together with a receipt for payment in full of the premium for the first school year, shall be filed with the School Corporation at, or prior to, the date of the execution of the Fleet Contract. (Please submit a Certificate of Insurance with your bid.)

The fleet contractor shall indemnify School Corporation and hold School Corporation harmless for any intentional act performed by one of its employees that results in injury or harm to a student.

16. BID FORMS. All bidders may submit their proposal on the enclosed "Bid Sheet", attached as part of the state prescribed bid form #95.

17. SUBMISSION OF BIDS. All bids shall be submitted in a sealed envelope with the exterior plainly marked "Transportation Bid Enclosed".

18. CONTRACT TERMINATION. This contract may be terminated by the Lake Station School Corporation after a thirty (30) day written notice to the contractor for incompetency, negligence, or failure to faithfully comply with this contract provision or any other just cause.

19. REJECTION OF BIDS. The School Corporation reserves the right to reject any and all bids, and if no bids are received for a specific route or routes, the School Corporation may either re-advertise for bids or negotiate a contract for the routes without further advertising. The School Corporation also reserves the right to negotiate the terms and conditions of any Fleet Contract with any bidder after the bids are received, provided that all other bidders are given notice thereof.

20. YEARLY INCREMENTS. The bids shall reflect a stable base rate for the 2016-2017 school year and may reflect a base rate increase, not to exceed the consumer cost of living index set by the U.S. Department of Labor, for the succeeding years of the contract.

21. STAFF MEETINGS. The School Corporation reserves the right to schedule staff meetings with the drivers of fleet contractors. They will be re-numerated at an hourly rate based upon their pay rate (paid by the contractor).

22. ROUTES. All bus routes will be updated as needed by the Office of Transportation of School Corporation and made available to the contractor. All drivers will meet with the Transportation Coordinator to evaluate their routes periodically.

23. VIDEO SYSTEM. Each bus under contract to School Corporation shall be equipped with a digital video system. These digital video systems shall be provided to monitor student behavior. Video systems will be supplied by the School Corporation. Loss, misuse, damage and theft of video equipment shall be at the expense of the Contractor. Contractors must maintain all video equipment and set the cameras to show time and date of recording. Contractor will provide to the School Corporation Transportation Coordinator access to all video equipment as needed. School Corporation will reserve the right to retrieve a video on demand as needed.

24. MAINTAIN SCHEDULE TIME. Fleet contractor employee drivers shall carry an accurate timepiece while on duty, in order for the driver to maintain the established schedule times.

