

NORTHEAST DUBOIS COUNTY SCHOOL CORPORATION
5379 E. Main Street, P. O. Box 158
Dubois, Indiana 47527

School Bus Route, Driver, and Equipment
Information for the years beginning with
the fall term, **2019-2024**

BILL HOCHGESANG, SUPERINTENDENT
AND
BOARD OF SCHOOL TRUSTEES

MARY PANKEY	PRESIDENT
BERNARD KNIES	VICE PRESIDENT
KELLY KNIES	SECRETARY
JOHN SIEBERT	MEMBER
BRENNAN SCHEPERS	MEMBER

December, 2018

NORTHEAST DUBOIS COUNTY SCHOOL CORPORATION

INSTRUCTIONS TO BIDDERS

PLEASE NOTE: All routes may be subject to some alterations and/or corrections. Changes may be made by the Superintendent and/or Board as conditions arise which require change.

All current regulations governing school buses and drivers will be required, including any current legislation which will affect either a school bus or school bus driver, and/or a substitute school bus driver.

PROCEDURE FOR BID/NEGOTIATIONS OF NORTHEAST DUBOIS BUS ROUTES

1. The board will initially receive bids for school transportation contracts, but reserves the right to subsequently enter into negotiations for such contracts with any person, whether or not a prior bidder, and further reserves the right to terminate the negotiations at any time and re-advertise for routes that have not been assigned.
2. Each bus driver may submit bids on one or more routes.
3. Sealed bids are to be delivered to the Superintendent's office by 8:00 a.m. on January 9, 2019. Bids will be opened at this time.
4. Bids may be negotiated subsequently in the Superintendent's office if the Board deems it necessary.
5. At any time the Board feels collusion is hindering the awarding of bus routes, the procedures may be revised or subject bids may be rejected.
6. The Board will award official contracts at a school board meeting designated by the Board on or after January 15, 2019. Surety Bonds must be submitted by each bus driver prior to execution of the contract.
7. A bid received from any person deemed by the School Board as unqualified as a bus driver, for any reason whatsoever, will not be considered further.
8. A bid once submitted may be withdrawn only with the Board's approval. Violation of the provision by a driver will automatically disqualify that driver to bid for or to negotiate for any other bus route.
9. The route number or numbers for which bid is made and name of bus driver must be placed on the outside of a sealed envelope when submitting bid.
10. Each bidder shall submit a copy of the bidder's driving summary for the last seven (7) years as maintained by the Bureau of Motor Vehicles of the State of Indiana. Contracts will not be issued without the summary. **A summary may be obtained from the Superintendent's office.**
11. The Driver-Owner is to perform personally all of the said work set out in the contract, and shall not sell or assign his or her contract or driving assignment to any other person as driver, except as provided by law, and in no case without the approval of the School Board.
12. **An expanded Criminal History Check is required for all new bus drivers before contract is officially awarded to each bus driver.**

SPECIFICATIONS FOR DRIVERS AND EQUIPMENT

1. Description Data:

The work considered under these specifications includes the furnishing of all labor and complete equipment including chassis and bus body, and all supplies, materials and necessary repairs, in order to provide transportation to **preschool, special education**, grade school, middle school and/or high school students living along or adjacent to the route as outlined or who may be along or adjacent to said route during the term of the contract **or any other person /child designated by the School Corporation.**

2. Change in route:

The Board reserves the right to change, alter, and/or extend the given route during the term of the contract as they deem necessary or advisable. All drivers must transport any and all pupils along their respective routes including special education students with all disabilities.

3. Term of Contract:

The term of the contract let under these specifications shall be for 4 (Four) years starting with the fall school term of 2019.

4. Compensation:

When a school bus driver operates under a transportation contract, his compensation shall be determined, and fixed under the contract, on a per diem basis for the number of days:

- A. on which the calendar of the school corporation provides that students are to be in attendance at school;
- B. on which the driver is required by the school corporation to operate the bus on school-related activities;
- C. on which in-service training is either required by statute or authorized by the school corporation including, but not limited to, the safety meeting workshops required by the state.
- D. The bus driver agrees to make up snow days without additional compensation.
- E. Routes may be altered at anytime by the governing body with additional compensation paid for each mile or fraction thereof in excess of maximum mileage contained on original route. *In the event the route as changed or altered is no longer than the route in the original contract, no additional compensation shall be paid to the driver.
- F. **Bus drivers will be paid a \$100 bonus if their bus passes the initial inspection by the Indiana State Police without any infractions. If there is one infraction, there will be no penalty. If there are two or more infractions, there will be a \$100 deduction from the drivers pay check at next pay period following notification by State Police of infractions.**

The compensation will be paid to drivers on a twenty-six pay basis.

5. Loss of Compensation:

If the driver fails to make his regular route because of poor mechanical condition of his equipment, he shall receive no pay for that day. Drivers who defy Board Policy or Administrative Directives will be docked 20% of daily compensation by the Superintendent after failure to follow a second warning by the Superintendent of non-compliance with Board Policy or Administrative Directives or both. A summons will then be sent to the driver requesting his attendance at the next board meeting; whereupon, the Board will make final jurisdiction to retain or rebate 20% withholding for non-compliance of rules. Driver accepts the decision of the Board as final with no restitution for loss of 20% remuneration for those days only in which infraction was committed.

6. Equipment

The capacity shall not be less than 65; bids can be submitted on larger capacities on routes requiring 65-passenger buses.

The applicant shall give, in his bid or proposal, a brief description of the equipment which he proposes to supply in carrying out the contract, such description to include model, year, capacity, wheel base, etc. of the chassis, and the age, manufacturer's name, capacity, etc. of the bus body.

The Northeast Dubois County School Board will accept no equipment older than the 1999 model. The Superintendent and/or School Board may inspect buses prior to awarding final contracts and annually thereafter. Moreover, the Superintendent or School Board can direct garage for inspection of all buses each year during the summer prior to the opening of school at driver's expense.

Besides meeting the State Laws of Indiana, and **any additional requirements of the school corporation**, all buses must meet the standards prescribed by the School Board and/or Superintendent. The following are examples which include but are not limited to:

1. All rusted-through metal must be patched and painted.
2. All windows must latch at the top.
3. All weather stripping must be in good condition and replaced.
4. All seat covers must be without holes on top of cushions.
5. All horns must blow from steering wheel; dash buttons are not acceptable.
6. All buses must be painted and lettered according to the dictates of the School Board.
7. All heaters must work properly on high and low range.
8. Steering wheel cannot have more than 1/2" free play.
9. King pins must be tight.
10. Buses must be kept clean. Each bus must be swept at least once a week or more often if needed. Superintendent has authority to have **an employee** to sweep and clean unkept buses and pay them from driver's contracted amount of daily compensation.
11. Each bus must have a set of chains and be equipped with rear traction tires at all times.
12. Lights: Each bus must be equipped with 2 fog lights and a rear-mounted strobe light four to eight feet in from center of rear on separate switch.
13. All buses must have a two-way radio system which must be approved by school corporation.
14. All buses must have electric engine heater which heats water/oil during extreme cold weather.
15. All buses, 1999 or newer, must have electric heated outside mirrors.

It is understood that all equipment furnished during the term of the contract shall comply to all statutes. School bus specifications and safety regulations are in force, and if any equipment owned by the contractor is condemned in whole or in part during the term of the contract, it shall be replaced by the contractor without expenditure to the school corporation and without claims for adjustment in per diem compensation.

7. Driver:

- (a) It is to be understood that the school bus driver shall neither sell nor assign his route to any other person nor substitute any other person as driver, except in case of sickness or death in his family, or because of his attention to private business matters for not more than ten (10) days in any school year, or for jury duty. The use of a substitute driver under any of the above circumstances shall require the approval of the Board/Superintendent and meet the standards of IC 20-9.1-3-1.
- (b) The driver shall have control of all school children so conveyed between the homes of the children and the school(s). He shall keep order and maintain discipline in the bus, shall treat all children in a civil manner, shall see that no child is imposed upon or mistreated while in his charge, and shall use every care for the safety of the children under his charge. Any school bus driver may be dismissed for incompetency, negligence, failure to faithfully perform his duties, or for any other just cause.
- (c) Each driver before entering into a contract shall furnish at his own expense a certificate of health, issued by a licensed physician 30 days or less prior to employment, certifying that such person: Is in normal physical and mental health, free from communicable disease, and with all physical members free from any permanent injury or affliction which in any way might affect the natural means of locomotion and control; That he possesses: Sufficient physical ability to drive a school bus; full normal use of both hands, both legs, both arms, both feet, both eyes and both ears; freedom from any communicable disease, freedom from any mental, nervous, organic, or functional disease which might impair the person's ability to properly operate a school bus; and visual acuity, with or without glasses, of at least 20/40 in each eye and a field of vision with 150 degree minimum and with perception of at least 80%.
- (d) The state law further stipulates and requires that no person shall be permitted to drive a school bus for transportation of school children unless such person possesses the following qualifications:
 - 1. Is a person of good moral character.
 - 2. Is a person who does not use intoxicating liquor during school hours, to excess at any other time, and who is not addicted to the use of narcotic drugs.
 - 3. Is a person who is at least twenty-one years of age and who holds a valid public passenger chauffeur's and CDL license issued him by the State of Indiana.
 - 4. Is willing to complete a school bus driver safety education course to meet the standards and qualifications as required under (IC 10-9.1-11.5 and IC 20-9.1-3-1) for Indiana.
- (e) The driver shall not smoke in the school bus or during the transporting of pupils under this contract.

(f) No person will be employed and the contract of any person may be terminated who uses intoxicating liquor to excess or who does not possess a good moral character. It is therefore a condition of continuation of any contract that:

1. No person may drive a school bus contracted to, bearing the name of, or within the Northeast Dubois County School Corporation who:
 - A. Consumes alcoholic beverages to excess at any time;
 - B. Consumes any alcoholic beverage during the school hours;
 - C. Consumes any alcoholic beverage while operating a school bus;
 - D. Has an alcohol concentration of .04% or greater.
 2. No alcoholic beverage may be placed upon, carried in or transported by any school bus contracted to or bearing the name of said school corporation.
 3. Any person operating a school bus shall at all times be in compliance with and shall be subject to the rules and regulations of the Federal Highway Administration relating to commercial motor vehicle operators and alcohol/drug testing.
 4. Violation of any term of this policy shall be grounds for immediate termination of a school bus transportation contract, of consent to operate a school bus within the Northeast Dubois County School Corporation, or termination of employment by said school corporation (at the election of the school corporation without further warning, hearing or notice.)
- (g) No person shall be contracted and the Board will terminate the contract of any person who is addicted to the use of narcotic drugs. Any driver convicted of driving under the influence of drugs during the period of the contract shall be subject to automatic termination of his or her contract. The Board reserves the right to investigate the use by any driver of a narcotic drug, whether with or without prescription, to determine the effect thereof upon said driver and to terminate the driver's contract or require the use of a substitute driver if, in the sole opinion of the Board, the use of such drug may endanger the safety of students on such bus. No non-prescribed drug may be placed upon, carried in or transported by any school bus driver contracted to or bearing the name of said corporation. Violation shall be grounds for immediate termination of the contract without further warning, hearing or notice. A person who is a school bus driver and who knowingly and intentionally:
1. Consumes a "controlled substance", as the meaning of "controlled substance" set forth in IC 35-48-1, or intoxicating liquor within six (6) hours before:
 - A. Going on duty; or
 - B. Operating as school bus; or
 2. Consumes or possesses a controlled substance or intoxicating liquor while on duty or while operating a school bus; commits a Class A misdemeanor and shall be subject to immediate termination of contract without further warning, hearing or notice

- (h) School Bus drivers transport the greatest assets of the school corporation, its students. To insure the safety of these students, it will be a condition of your contract that the school corporation may, at any time and at its sole discretion, conduct drug tests on any driver, with or without cause.
- (i) The driver or substitute driver must at all times hold a valid Indiana commercial drivers license, permitting operation of public passengers vehicles. Driver and/or substitute must also hold a State of Indiana Standard Certificate as issued by the Indiana State School Bus Committee as required under IC 20-9.1-3(11.5). The driver must carry the "standard certificate" of experience or be enrolled in a pre-service school bus safety program of training. The "standard certificate" is renewable by mandatory attendance at the Indiana safety meeting held each summer. The school corporation shall obtain a copy of the school bus drivers driving summary for the last seven (7) years as maintained by the Bureau of Motor Vehicles of Indiana and as required by IC 20-9.1-3-1.5. The driver and/or substitute driver shall at all times comply with, be subject to and satisfy all requirements of federal highway administration rules and regulations, including but not limited to drug testing requirements.
- (j) School bus drivers employed under these specifications are not considered employees of the school corporation within the terms of the Workmen's Compensation laws and the school corporation is not liable for employer's contribution under the O.A.S. I. statues.
- (k) Drivers will, at the request of the board, submit a physical examination for tuberculosis, including adequate laboratory tests and x-rays. The cost of such examination, laboratory tests and x-rays shall be borne by the school corporation.
- (l) The driver shall at all times keep himself clean and presentable and keep his bus in a clean and sanitary condition. Drivers are required to clean back glass and lights each day and sweep inside of bus at least once a week.
- (m) Surety Bond - The driver shall furnish a corporate surety bond in the penal sum of \$5,000.00 for the full term of the contract. The bond shall be conditioned on the faithful performance of all duties necessary in carrying out the contract for transporting school children as set out in these specifications. (Note: This bond is not to be a yearly bond, but for the full term of the contract. The premium should be paid for the full term of the contract, and the penal sum of the bond should be sufficient to make the school corporation safe because of default on the contract at any time during the term of the contract).
- (n) Drivers are to remain on their bus whenever any students are aboard. Drivers are not to back from the parking position unless absolutely necessary.
- (o) Driver must submit to an annual physical examination at his cost **every other year for CDL license** with a statement from the doctor verifying his physical and mental competency to drive for the Northeast Dubois County School Corporation. The Board has the jurisdiction to designate a doctor to whom bus driver must go for a physical.
- (p) Insurance: The driver shall take out and maintain during the life of the contract such Public Liability and Property Damage Insurance as shall protect him, substitute driver and the school corporation from claims for damage for personal injury, including accidental death, as well as from claims for property damage, which may arise from operation under the contract, whether such operation be by himself or by a substitute driver or driver trainee and the amounts of such insurance shall be as follows:

Public Liability in an amount not less than \$1,000,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount of not less than \$1,000,000.00 on account of one accident, and Property Damage Insurance in an amount of not less than \$500,000.00 plus Medical Insurance in the amount of \$5,000.00 per person. Also, \$10,000.00 property damage uninsured motorist and \$1,000,000.00 uninsured/underinsured motorist bodily injury. The insurance policy, together with a receipt for payment in full of the premiums for the first full school year and each year thereafter, shall be filed with the Board by August 15 each year. This policy and the receipt will be retained and filed in the office of the superintendent. Prior to the beginning of the second and each subsequent year of the contract, a similar policy in the same amounts, together with a receipt for payment in full of the premium, shall be filed with the superintendent.

- (q) Board Policy: The driver must abide by Board Policy 4250 and any revision and be familiar with the content thereof. The superintendent is authorized to withhold pay of drivers who fail to follow Board and Administration Policy or are late in returning required forms and questionnaires from the school corporation or the State of Indiana.

8. Schedules:

The driver shall cooperate with the superintendent, school principals, and teachers in operating his route on a satisfactory school schedule. The pupils must be delivered to school not more than 10 minutes, nor less than 5 minutes, before school opens in the morning unless the superintendent directs otherwise. The driver must be at the school to take the children home when school is out in the afternoon 5 minutes before dismissal time and shall not leave the loading point until five (5) minutes after school dismissal unless all students are accounted for prior to expiration of the five (5) minutes. If school is closed early for any reason, then the driver, at the direction of the school superintendent shall be at school to take the pupils at such time as the superintendent directs.

The driver shall consider it a part of his duties to set up a schedule of stops and adhere faithfully to that schedule. Such schedule shall be subject to the approval of the superintendent.

9. Turnarounds:

It is the responsibility of the bus driver to provide a turnaround on private property if a turnaround is needed only to save the driver time and mileage. Normally, the county requires the school superintendent's approval of all turnarounds.

Routes will be established to provide turns located as much as possible at existing turnarounds or road intersections.

NORTHEAST DUBOIS COUNTY SCHOOL CORPORATION
 BID FORM FOR SCHOOL BUS ROUTES
 FOR FOUR-YEAR TERM, 2019-2024

The undersigned does hereby submit and agrees to be bound by the following bid for the transportation of students for the Northeast Dubois County School Corporation:

1. Name of person making bid _____
2. Route numbers for which bid is submitted and per-day price.

ROUTE #	PER-DAY PRICE	ROUTE #	PER-DAY PRICE
2	_____	10	NO BID
3	_____	11	_____
4	_____	12	_____
5	_____	13	_____
6	NO BID	14	_____
7	_____	15	_____
9	_____	16	_____

4. Equipment to be furnished by person making bid: Gasoline _____ Diesel _____
 - a. Make of Chassis _____
 - b. Make of body _____
 - c. Model Year _____
 - d. Bus Capacity _____

5. I certify that to the best of my knowledge the above bus meets the specifications and School Bus Standards for school buses as set forth by the Indiana School Bus Committee and the Northeast Dubois County School Corporation.

Yes _____ No _____

6. I have read the Northeast Dubois County School Corporation Bus Specifications for Bidders. I fully understand them, and I agree to abide by them.

Yes _____ No _____

Date

Signature of Person Making Bid

DEFINITION OF COMPUTATION
OF
ESCALATOR CLAUSE

The bidder shall submit one per diem bid (4 years) under contract terms that will allow escalation of the contract according to the following procedure;

A. Escalation of Contracted Amounts

The base price will be set prior to bidding.

The bidder's contract per diem rate will be increased depending on the wholesale cost of diesel on specified dates. (Wholesale cost is defined as the average of three prices furnished by three major oil companies on the specified dates.)

Computing the Escalation:

The Superintendent or his designee shall contract representatives of three major oil companies to gain an average wholesale cost per gallon for diesel on August 15, November 15, and February 15. The contact shall be made for each of the four year contracts.

THE BASE PRICE FOR THE LENGTH OF THIS CONTRACT IS \$3.50

Step I

Average on August 15, November 15, and February 15 price per gallon minus based per gallon cost equals cost per gallon increase

Step II

To determine number of gallons per route, use Schedule A (see attached).

Step III

Number of gallons per route times cost per gallon increase equals escalation per day.

Step IV

Escalation begins opening day of school and extends through the end of the school year.

Step V

Escalation payments will be made three times a year after average price has been determined.

SCHEDULE A

The following schedule will be used to determine the number of gallons to be used in Step II.

<u>Round trip miles taken from route description</u>	<u>Number of gallons to be used for Step II</u>
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Diesel

Up to 20	-	2.5
21-24	-	3
25-28	-	3.5
29-32	-	4
33-36	-	4.5
37-40	-	5
41-44	-	5.5
45-48	-	6
49-52	-	6.5
53-56	-	7
57-60	-	7.5