

**GARY COMMUNITY SCHOOL CORPORATION  
1988 Polk Street Gary, Indiana 46407**

**NOTICE TO PROPOSERS NOTICE OF REQUEST FOR PROPOSALS  
Time Schedule**

January 22, 2018 – February 2, 2018	Advertise RFP Nationally
February 7, 2018 @ 10:00 AM local time	Pre-Bid Meeting
February 12, 2018	Bid Amendments Advertised
February 20, 2018 @ 1:00 PM local time	Bids Submitted and then Opened
February 21, 2018 @ 5:00 PM local time	Review by MGT Companies available for presentation
February 28, 2018 @ 6:00 PM local time	Bids awarded per MGT parameters for approval
August 1, 2018	Contract Officially Begins
August 16, 2018 Approximate	1 <sup>st</sup> Day of School

Proposals to be opened:

**DATE:** Tuesday, February 20, 2018  
**TIME:** 1:00 PM CST  
**PLACE:** Gary Community School Corporation  
**Library Conference Room**  
1988 Polk Street  
Gary, Indiana 46407

**Proposer Information**

Legal Name of Proposer Company

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Company Representative Name and Title:

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Legal Address:

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City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email \_\_\_\_\_

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:

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Statement from Proposer regarding at least three other school districts which Proposer provides transportation: \_\_\_\_\_

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Corporate Seal

Name of individual legally authorized to bind the Proposer to a contract

(Please print or type)

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Signature of same individual stipulated directly above:

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# Advertisement

## GARY COMMUNITY SCHOOL CORPORATION

1988 Polk Street  
Gary, Indiana 46407

### NOTICE TO PROPOSERS NOTICE OF REQUEST FOR PROPOSALS RFP 18-01 STUDENT TRANSPORTATION SERVICES

The Gary Community School Corporation hereby invites the submission of sealed proposals from reputable and qualified bus transportation companies for furnishing student transportation services in the Gary Community School Corporation beginning **August 1, 2018**. Forms for Proposal, Certification, Conditions and Specifications may be obtained at the Gary Community School Corporation Support Services Office, Monday through Friday, 8 am to 4 pm, 1988 Polk Street, Gary, Indiana 46407 or on-line on the Gary Community School Corporation website – [www.garycsc.k12.in.us](http://www.garycsc.k12.in.us).

Any deviations from these conditions or specifications must be listed on a separate sheet and attached to the proposer's detailed conditions and specifications. Said deviations should be referred to separately in the proposals. Proposals will be received until **Tuesday, February 20, 2018 until 1:00 pm** at the Gary Community School Corporation, 1988 Polk Street, Gary, Indiana 46407 at which time and place all proposals will be collected and publicly opened at **1:00 pm on Tuesday, February 20, 2018**. Faxed or emailed proposals will not be accepted.

A mandatory Pre-Proposal Conference will be held on **Wednesday, February 7, 2018 at 10:00 am** at the Gary Community School Corporation Headquarters, Library Conference Room, 1988 Polk Street, Gary, Indiana.

The Gary Community School Corporation reserves the right to consider cost, experience, service, reputation, financial responsibility and specific qualifications in awarding the contract. The Gary Community School reserves the right to reject any or all proposals, to discuss operating options with one or more proposers, or to enter into such other discussions or negotiations.

The contract period will be for:

#### **Bid 1**

Three (3) years with two (2) – one (1) year renewal options available as determined mutually by proposer and the Gary Community School Corporation. Proposers may submit proposals for one or more identified programs.

#### **Bid 2**

Five (5) years with two (2) – one (1) year renewal options available as determined mutually by proposer and the Gary Community School Corporation. Proposers may submit proposals for one or more identified programs.

**MAIL OR DELIVER PROPOSALS**

**GARY COMMUNITY SCHOOL CORPORATION  
SUPPORT SERVICES OFFICE  
1988 Polk Street  
Gary, Indiana 46407  
(219) 881 – 5484 / (219) 881 – 5417**

## INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, and complete the “Proposal Certification” and the Form of Proposal for each Proposal. Be sure to sign in all required places, and initial each page where indicated. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering “No Bid” please so indicate in each space by entering “No Bid” wherever a price is indicated. All spaces must be completed with either a Proposal amount or “No Bid” designated. Do not enter zero (\$0) if “No Bid” is being submitted as zero (\$0) is an amount that could be awarded by the Gary Community School Corporation.
3. Submit **eight** (8) complete sets of the Proposal, along with 1 flash drive containing this complete bound document without removing any sheets. The Proposer is responsible for making its own copies of any or all parts of this document for its files. All materials submitted to the Gary Community School Corporation pursuant to this Proposal become the property of the Gary Community School Corporation and will not be returned to the Proposer.
4. A Pre-Proposal conference for all interested Proposers will be held on **Wednesday, February 7, 2018 @ 10:00 AM** at the Gary Community School Corporation, Library Conference Room, 1988 Polk Street, Gary, Indiana 46407.
5. Proposals must be presented in a sealed envelope or box and addressed as follows:

**Gary Community School Corporation Purchasing Office  
1988 Polk Street  
Gary, Indiana 46407  
RFP 18 - 01 - Student Transportation Proposal**

6. Proposals will remain firm for a period of 60 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the Gary Community School Corporation’s Business Office that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of the first year annual price being proposed. **Proof of the ability to furnish a 100% performance bond must also be submitted with the Proposal in order to comply with the alternate requirements.**
8. Proposals will be received until **1:00 PM, Tuesday, February 20, 2018**, at Gary Community School Corporation Support Services Office, 1988 Polk Street, Gary, Indiana 46407.
9. All Proposals will be publicly opened at **1:00 p.m. on Tuesday, February 20, 2018**.
10. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the Proposer’s responsibility to ensure that all requested information is supplied with the initial Proposal. The Gary

Community School Corporation will reject any late submissions, and the Gary Community School Corporation is not responsible for notifying the Proposer of any missing elements of the Proposal. *Proposer's are also encouraged to include additional information about their services or company that will assist the Gary Community School Corporation in the review of Proposals and awarding of contracts.*

**SELECTION TIMELINE**

NOTE: Throughout the remainder of this RFP, a prospective student transportation services company is referred to as the "Proposer."

**The School Corporation's anticipated timeline for its selection process is:**

January 22, 2018 – February 2, 2018	Advertise RFP Nationally
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August 16, 2018 Approximate	1 <sup>st</sup> Day of School

**PLEASE NOTE:** The School Corporation 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.

## **PROPOSER'S CHECK LIST**

The following check list is the order in which the bid documents must be submitted. Each Proposer is required to insure their complete compliance with all requirements of these documents. Compliance with the Proposal requirements is the sole responsibility of the Proposer. Note that an original and eight (8) complete sets of the Proposal and one electronic copy of the proposal must be submitted.

1. Proposal Bond or Certified Check for 10% of the annual contract cost
2. Proof of Bondability or Performance Bond Alternate
3. Certificate of Insurance
4. Reference List or Evidence Demonstrating Ability to Perform Required Services.
5. Detail on Proposer's programs and efforts to secure a competent driver and monitor force to meet the needs of the Gary Community School Corporation Program.
6. Financial information on the Proposer, including ownership information and any outstanding legal issues. (Balance sheets, P & L Statement, Cash Flow Statement and last 3 years report)
7. Brief Biography key management staff; job descriptions; and organization chart.
8. Any other information or data the Proposer wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Proposal.
9. Documentation and costs associated with alternate provisions including performance bond data.
10. Vehicle List and documentation on ability to obtain fleet
11. Financial Information Compliance Form
12. Hold Harmless Agreement
13. List of Terminated Contracts, Bankruptcy Filings, and Lawsuits
14. Form of Proposal
15. Non-Collusive Proposal Certification
16. Acknowledgements by Proposer
17. All Pages of Documents Included and Initialed
18. All Proposals Properly Signed
19. Affirmative Action Policy (Report) Completed
20. Pricing sheet.

## **1. GENERAL CONDITIONS**

All invitations to submit proposal issued by the Gary Community School Corporation 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 the Gary Community School Corporation.

## **A. SCHOOL CORPORATION PROFILE AND OVERVIEW**

This RFP contemplates and is intended to procure the student transportation and bus maintenance services under the form of Contract included in this RFP for the School Corporation. The School Corporation is located in the City of Gary, in the County of Lake, Indiana.

### **OVERVIEW OF SCHOOL CORPORATION**

<b>SCHOOL NAME</b>	<b>GRADES</b>	<b>RIDERSHIP as of start of 2018-19 school year</b>
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#### **PRE-SCHOOL**

<b>Bethune Early Childhood Development Center 2367 East 21<sup>st</sup> Avenue Gary, IN 46407</b>	<b>PK</b>	<b>170</b>
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#### **ELEMENTARY SCHOOLS**

<b>Bailly Preparatory Academy 4621 Georgia Street Gary, Indiana 46409</b>	<b>K-8</b>	<b>188</b>
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<b>Benjamin Banneker Achievement Center 301 Parke Street Gary, Indiana 46403</b>	<b>K-8</b>	<b>338</b>
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<b>Beveridge Elementary School 1234 Cleveland Street Gary, Indiana 46404</b>	<b>K-6</b>	<b>333</b>
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<b>Glen Park Academy for Excellence in Learning 5002 Madison Street Gary, Indiana 46408</b>	<b>K-6</b>	<b>194</b>
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<b>Jacques Marquette Elementary School</b> <b>6401 Hemlock Avenue</b> <b>Gary, Indiana 46403</b>	<b>K-6</b>	<b>144</b>
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<b>Frankie W. McCullough Academy for Girls</b> <b>3757 West 21<sup>st</sup> Avenue</b> <b>Gary, Indiana 46404</b>	<b>K-8</b>	<b>207</b>
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<b>Daniel Hale Williams Elementary School</b> <b>1320 East 19<sup>th</sup> Avenue</b> <b>Gary, IN 46407</b>	<b>K-6</b>	<b>62</b>
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**SECONDARY SCHOOLS**

<b>William A. Wirt/Emerson VPA</b> <b>210 North Grand Blvd.</b> <b>Gary, Indiana 46403</b>	<b>7-12</b>	<b>302</b>
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<b>West Side Leadership Academy</b> <b>9<sup>th</sup> &amp; Gerry Street</b> <b>Gary, IN 46406</b>	<b>9-12</b>	<b>387</b>
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<b>ROOSEVELT</b> <b>730 West 25<sup>th</sup> Avenue</b> <b>Gary, Indiana 46407</b>	<b>7-8</b>	<b>289</b>
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<b>Estimated Total Students:</b>		<b>2,614</b>
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**Current Routing Software** Tyler Technologies - Versatrans

**Mileage Data for 2016/2017 school year**

- General/Special Education 2015/2016 school year 1,200,000 miles
- **Number of Transportation Aides - 22**

**B. SCHOOL CORPORATION OPERATIONAL INFORMATION** This information is provided to assist the Proposer in evaluating the School Corporation 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.

**C. GENERAL OPERATING INFORMATION** The School Corporation covers approximately fifty-seven (57) square miles and is located in portions of Lake County, Indiana. As set forth in Section 1.3 above, the School Corporation provides Transportation Services for approximately 2304 general education students and approximately 310 special needs students to and from school daily, operating 40 routes over approximately 4000 miles daily in total. Additionally, the School Corporation operates mid-day runs on a daily basis for its general education and special needs students. These mid-day runs are part of the structured daily route (i.e., incorporated with AM/PM runs). The School Corporation operates various special needs transportation routes during the school year and throughout the summer. The School Corporation also currently provides transportation for various extra-curricular/field trips as requested by the individual school buildings of the School Corporation, as well as many transportation routes for the various clubs, groups and athletic teams of the School Corporation. The School Corporation 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 504 plans of the respective special needs students.

To confirm to the State of Indiana instructional time requirements, the School Corporation has one hundred eighty (180) required student attendance days per year. The School Corporation schedules four (4) calamity days per year. During the last school year, the School Corporation used zero (0) days.

**D. STUDENT PROJECTIONS 2018-2019**  
**PROPOSED SCHOOL TIER**

The school corporation plans to adopt the below listed bell time schedule for the 2018 - 19 school year. The proposed bell time structure would be such that the schools would be on a three-tier time schedule. Thus, routes would all contain three am runs and three pm runs.

Proposer should also provide pricing for a two-tier time schedule – current third tier removed.

<b>Tier 1</b>	<b>Buses</b>		<b>Arrival</b>	<b>Dismiss</b>	<b>S. Start</b>	<b>S. End</b>	<b>Depart</b>
<b>School</b>	<b>Reg.</b>	<b>SPED</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>
Beveridge	8	2	7:00 A	1:40 P	7:20 A	1:40 P	1:50 P
Glen Park	5	3	7:00 A	1:40 P	7:20 A	1:40 P	1:50 P
Marquette	6	3	7:00 A	1:40 P	7:20 A	1:40 P	1:50 P
McCullough	6	1	7:00 A	1:40 P	7:20 A	1:40 P	1:50 P
<b>Tier 2</b>	<b>Buses</b>		<b>Arrival</b>	<b>Dismiss</b>	<b>S. Start</b>	<b>S. End</b>	<b>Depart</b>
<b>School</b>	<b>Reg.</b>	<b>SPED</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>
Bailey	3	3	8:00 A	3:00 P	8:20 A	3:00 P	3:15 P
Banneker	8	0	8:00 A	3:00 P	8:20 A	3:00 P	3:15 P
Williams	1	3	8:00 A	3:00 P	8:20 A	3:00 P	3:15 P
Bethune	4	2	8:00 A	3:00 P	8:20 A	3:00 P	3:15 P
Wirt Emerson	10	2	8:00A	3:00 P	8:20 A	3:00 P	3:15 P
<b>Tier 3</b>	<b>Buses</b>		<b>Arrival</b>	<b>Dismiss</b>	<b>S. Start</b>	<b>S. End</b>	<b>Depart</b>
<b>School</b>	<b>Reg.</b>	<b>SPED</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>	<b>Time</b>
West Side	10	9	8:55 A	4:05 P	9:10 A	4:05 P	4:15 P
Roosevelt	7	2	8:55 A	4:05 P	9:10 A	4:05 P	4:15 P

## 2. PROPOSALS

### 2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

#### 2.1.1. Submissions with Proposals:

- a) Proposers will provide, along with the completed Proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all similar 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 bid package, of expected insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Gary Community School Gary Community School Corporation 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 bid specifications.
- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a 100% Performance Bond for the performance of the operating contract(s) that may be awarded

in conjunction with this proposal, should the Board decide to accept the Performance Bond alternate. A determination on the acceptance of the Performance Bond alternate rests solely with the Gary Community School Corporation.

- d) The Proposer will provide details on the proposed site (the entire fleet must be located at no more than two locations and must be within the city limits of the City of Gary) to be used for operations and the maintenance of the bus fleet. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted. This location must have ample parking for ALL employees including the GCSC bus attendants who will be required to be located at this facility and have proper accommodations such as work space, heat, air conditioning, access to men's and women's wash rooms, access to phone and fax lines.
- e) It is contemplated by this RFP that the School Corporation's current unused facilities will be available for the Proposer to use for the term of the Contract. The Proposer will have the option to purchase or lease the facility on terms mutually agreed upon by the School Corporation and the Proposer.

2.1.2 Proposers shall submit detailed descriptions of their recruitment programs, including typical wage and benefit information. Proposer shall provide an employment profile including at least the number of daily drivers and monitors required, the actual number of drivers employed, a description of targeted recruitment programs, wage and benefit programs, and driver training programs. Background checks shall be required of all employees providing service for the School Corporation annually prior to the start of each school year.

*Performance Appraisals*

Two performance appraisals will be completed per school year.

2.1.3 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.

2.1.4 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Gary Community School Corporation is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Proposer.

2.1.5 All proposals received after the time stated in the 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 the Gary Community School Corporation. 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, THE BOARD OF TRUSTEES 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 THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE GARY COMMUNITY SCHOOL CORPORATION.

2.1.6 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 the Gary Community School Corporation, 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:

*Bid Option 1*

THREE (3) YEARS WITH TWO (2) – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE GARY COMMUNITY SCHOOL CORPORATION. PROPOSERS MAY SUBMIT PROPOSALS FOR ONE OR MORE IDENTIFIED PROGRAMS.

*Bid Option 2*

FIVE (5) YEARS WITH TWO (2) – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE GARY COMMUNITY SCHOOL CORPORATION. PROPOSERS MAY SUBMIT PROPOSALS FOR ONE OR MORE IDENTIFIED PROGRAMS.

3.1.2 The Contract will be awarded based upon a review by the Gary Community School Corporation of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. The Gary Community School Corporation 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).

The Gary Community School Corporation 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. The Gary Community School Corporation may award one or more separate contracts based upon a review of the proposals submitted. The Gary Community School Corporation may also modify the proposed contracts based upon a review of proposals and/or Proposer interviews and submissions. This modification would be based on the Gary Community School Corporation's determination as to the best contract configuration to meet the Gary Community School Corporation's needs and the Proposer's capabilities.

#### **Program Structure**

3.1.2.1 **Contract #1 – Special Education**– This would include all Special Education bussing on various

sized vehicles, and all school vehicles. This contract would include the need for vehicles equipped with wheel chair lifts and all other equipment required by a student(s) individualized education plan (IEP) and/or 504 Plan. This contract would also include any public and/or nonpublic route that could be added to the Special Education or passenger vehicle bus group. This contract also includes the provision of summer transportation services for Special Education students, and various Mid-day runs. The Gary Community School Corporation reserves the right to assign vehicles and runs to this contract as best meets the needs of the Gary Community School Corporation.

3.1.2.2 **Contract #2 – Public, Regular** – This would include the bulk of the services made to the public, nonpublic schools. It is possible that some students would need special accommodations and would not be considered “Special Ed” (e.g. 504 Plan), such as air conditioning, or lift vehicles. This contract would also include the provision of limited summer transportation services for public school students utilizing large buses. The Gary Community School Corporation reserves the right to assign vehicles and runs to this contract as best meets the needs of the Gary Community School Corporation.

3.1.2.3 **Contract #3- All Transportation-** This would include a combination of both special education and regular education.

## **4. GUARANTEES BY THE SUCCESSFUL PROPOSER**

4.1 The successful Proposer warrants 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 the Gary Community School Corporation Office no later than 30 days prior to the initiation of each Contract year.

4.1.3 The Proposer is requested to submit detailed narrative materials with their proposal if discounts, savings or additional services would be made available to the Gary Community School Corporation if the Proposer was awarded more than one contract. During the term of the contract, the Gary Community School Corporation may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Proposer will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal.

## **5. SPECIFICATIONS**

### **5.1 SCOPE**

These specifications are intended to provide for school bus services for the transportation of students for the Gary Community School Corporation for 2017-2018 school year and beyond.

### **5.1.2 SCOPE OF SERVICES**

The successful Proposer shall provide student transportation and bus maintenance services for:

- A)** Safe and reliable, on-time transportation of general education and special needs students to and from school on a daily basis within School Corporation defined parameters.
- B)** Safe and reliable, on-time transportation of students for extra-curricular and athletic activities and field trips and charters as requested by the School Corporation, in accordance with the Contract. If for any reason the contractor cannot fulfill any of the requests or meet the requirements in this section ( B ) for extra-curricular, athletic activities, field trips and charters then the district reserves the right to outsource these activities and transportation requests to a 3rd party other than contact holder.
- C)** Efficient routing of all regular education, special needs and other transportation routes of the School Corporation, including but not limited to extra-curricular routes and field trips, is the responsibility of the School Corporation however input from the Proposer on increasing routing efficiency is expected. The Proposer may not alter any of the existing routes or combine routes without the express permission of the School Corporation.
- D)** Maintenance of the buses and transportation fleet. The Proposer shall maintain the buses and transportation fleet providing transportation for the School Corporation. The Proposer shall also submit an hourly labor plus parts percentage price to the district for working and maintaining the districts White Fleet.
- F)** Proposer shall work in conjunction with the School Corporation regarding student discipline issues and carry out any student discipline directives of the School Corporation. A sample plan, which may be adopted for student discipline, is listed below:

#### *Discipline Plan*

1. 1<sup>st</sup> Violation- Driver fills out a School Bus Conduct Violation Report, stating the specific bus rule violation, and student signs the violation report.
2. 1<sup>st</sup> and 2<sup>nd</sup> Referral- When the 1<sup>st</sup> or 2<sup>nd</sup> Referral is given to an administrator, a copy of the Violation Report must be attached with specific information as slated above (other than for \*Severe Clause Referrals.) The administrator's options are:
  - a. Counsel with student, parent/guardian, and/or driver
  - b. Bus Suspension
  - c. Other

3. 3<sup>rd</sup> Referral- Recommended minimum three (3) day bus suspension and contact with parent/guardian.
4. 4<sup>th</sup> Referral- Recommended bus suspension for the remainder of the semester/school year.

**\*Severe Clause:** Fighting, smoking, unauthorized departure from bus, abuse, carrying weapons, or vandalizing the bus are examples of behavior that may result in an immediate referral and/or suspension from bus transportation and/or school. School administration also has the right to forego the preceding steps and proceed to whatever disciplinary step is deemed appropriate for any severe violation.

- G)** Effective communication with the School Corporation including, but not limited to, the School Corporation administration and Board of Education, bus drivers, bus aides, mechanics, transportation secretaries and with parents, students and the community.
- H)** Continuous analysis of the transportation operations of the School Corporation in order to effectively manage costs, while maintaining services levels in accordance with School Corporation policy and safety protocol. The Contractor shall identify and implement operational efficiencies that will lead to cost reductions in the School Corporation's Transportation Services, the Proposer must establish a performance metrics that will display the Proposer's indicators for success. All costs incurred for "Start-up" (i.e. but not limited to, safety meetings, driver training, driver meetings, dry runs) shall be considered "Start-up" cost incurred by the Proposer and shall not be billed to the district.
- I)** It must be understood that this RFP provides for the selection of a professional company to provide student transportation services, including any applicable extracurricular activity and field trip transportation, for all regular education and special needs students within the School Corporation, as well as the maintenance services for the School Corporation's bus fleet and "White" Fleet. The Proposer shall consider all current School Corporation transportation personnel who are interested in employment with the Proposer, however, the Proposer shall be free to hire only those individuals which it deems to be best qualified, in its sole and absolute discretion. As noted above, the School Corporation may maintain a liaison to facilitate administration of the Contract and communication between the Proposer and the School Corporation.

Proposer pricing shall include an option to employ transportation aides on the special needs routes and any other aides as needed, as mutually agreed by the Proposer and the School Corporation. Currently the transportation aides of the School Corporation work under an organized labor union agreement(s).

- J)** The Proposer shall have a substance abuse policy in place that meets state and DOT guidelines. Employees that test positive for any covered substances shall be permanently removed from providing services for the School Corporation.
- K)** The Proposer shall have a program in place to notify the School Corporation for any incidents involving the scope of services for the School Corporation. Any incident shall be communicated to the Gary Community School Corporation as 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, 8 ½ x 11. Placard shall indicate the bus number and policy. Placard shall be neon pink in color, laminated, and hung

on the rear window of the bus. Proposer shall have a schedule in place that documents the bus lot has been checked after AM, Mid-Day, and PM routes. Buses shall never be operated with the EMPTY sign in the rear window. EMPTY sign placard is attached. Proposer shall also document, and train employees on policy prior to them working for the contractor. Annual refresher training of the policy shall be conducted.

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

*Failure to comply with the steps listed above and leaving a child on the bus unattended may result in immediate dismissal.*

## **5.2 PROPOSAL BOND**

Proposer will be required to furnish, at its own expense, a proposal bond or certified check that is the amount of 10% of the first year's Calculated Proposal Amount for the contract(s) where a price is being submitted. The Proposal Bond or certified check to the Business Office of the Gary Community School Corporation 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 the Gary Community School Corporation as liquidated damages on account of such default.

## **5.3 INSURANCE**

Compliance with Insurance Requirements:

### 5.3.1 Insurance Carrier Letter

Enclosed with the Proposal the Proposer must include a certificate of insurance 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.

### 5.3.2 Insurance Level

The successful vendor must submit a summary of their loss prevention programs, and contractually prohibit any material reduction without approval of Gary Community School Corporation. 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 the Gary Community School Corporation harmless and defend the Gary Community School Corporation 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 Gary Community School Corporation 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 insurance as required by any applicable law or regulations or statutes and Employer’s Liability insurance.
- (b) Comprehensive General Liability of Commercial General Liability insurance coverage insuring all operations by or on behalf of the Proposer and including coverage for:
  - (1) Premises and operations
  - (2) Product and completed operations
  - (3) Contractual liability insuring the obligations assumed by the Proposer under this agreement
  - (4) Personal injury liability
- (c) Automobile Liability insurance covering all owned hired and non-owned vehicles.

If the Proposer’s general liability insurance is provided by the new Commercial General Liability policy, Proposer’s automobile liability insurance policy shall include coverage for Automobile Contractual Liability.

- (d) Automobile medical payments coverage.
- (e) Uninsured and underinsured motorist

Proposer shall maintain limits of liability no less than:

<u>Worker’s Compensation</u>	<u>Coverage as required by law</u>
Employers Liability	\$500,000 Bodily Injury by Accident \$500,000 Disease – Each Employee \$500,000 Disease – Aggregate
Automobile Liability	\$10,000,000 Bodily Injury & Property Damage Combined
Uninsured Motorists	Statutory
Automobile Medical Payments	\$5,000 Per Person
Comprehensive General Liability	\$5,000,000 Each Occurrence Bodily Injury and Property Damage Combined

Proposer may substitute lower limits for any policy listed provided that Proposer maintains umbrella or

excess liability policy or policies which provide a total minimum limit of \$10,000,000 for automobile liability and \$5,000,000 for general liability that all other requirements of this insurance clause are satisfied by such umbrella or excess policy or policies.

If Proposer carries general liability insurance under the Commercial General Liability Policy form, minimum limits shall be no less than:

\$5,000,000	Each Occurrence Bodily Injury, Property Damage and Medical Payment Combined
\$5,000,000	Personal and Advertising Injury
\$5,000,000	Products/Completed Operations Aggregate
\$5,000,000	General Aggregate

The Gary Community School Corporation and its' officers, directors, volunteers and Employees shall be named as insured under the Comprehensive General Liability Insurance policy or the Commercial General Liability policy, automobile liability And the policy shall stipulate that the insurance afforded the Gary Community School Corporation and its employees shall apply as primary insurance and that any other insurance carried by the Gary Community School Corporation 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.

## 5.4 TERM

The term of the Contract shall be for:

### *Bid 1*

THREE (3) YEARS WITH TWO (2) – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE GARY COMMUNITY SCHOOL CORPORATION. PROPOSERS MAY SUBMIT PROPOSALS FOR ONE OR MORE IDENTIFIED PROGRAMS.

### *Bid 2*

FIVE (5) YEARS WITH TWO (2) – ONE (1) YEAR RENEWAL OPTIONS AVAILABLE AS DETERMINED BY THE GARY COMMUNITY SCHOOL CORPORATION. PROPOSERS MAY SUBMIT PROPOSALS FOR ONE OR MORE IDENTIFIED PROGRAMS.

## 5.5 PROPOSER'S RESPONSIBILITIES

### 5.5.1 Personnel Matters

All transportation personnel shall be the responsibility of the Proposer and shall be the Proposer's employees unless the School Corporation elects to provide the transportation aides. 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 of the Department of Motor Vehicles, 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 Department of Motor Vehicles regulations, State law, and Board of Education policy. The district reserves the right to remove any driver employed by the contractor(s) from their duties based on their service and performance for a period not to exceed 5 years.

#### 5.5.1.1 A Mobile Video Monitoring System

The Proposer shall provide at least four digital color video/audio/wireless cameras per bus and all necessary software and hardware including but not limited to the storage and output device that allows the analysis of the data. Cameras will be placed to record entry door, bus driver, front half of bus, and rear section of bus. The Cameras will record simultaneously. The digital video recorder will be ruggedized and contain a removable hard drive with enough storage for a minimum of thirty (30) days. Installation of this system is to be completed by the beginning of the 2018-19 school year. Installation and maintenance of the equipment shall be the responsibility of the Proposer. The Proposer shall maintain adequate spares so that the equipment may be substituted if not working properly. The Proposer will supply the Board of School Trustees, Transportation Department and its Security Department with the necessary devices needed to read the information extracted from the digital cameras.

#### 5.5.1.2 IT/ Telephone Monitoring System

Proposer shall have appropriate communication and computer equipment to interface with School Corporation school transportation software.

### 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 current Indiana Standards for school buses. Buses shall, whenever possible, be purchased from a dealer within the state of Indiana to support the state economy and workforce.

Buses specifications shall be:

#### **Fleet - General**

Proposer agrees that the age of the schedule fleet operated in any given school year as defined herein, will be no more than twelve (12) years old at the beginning of each school year of the contract, with an average fleet age not to exceed eight (8) years old at the beginning of each school year of the contract.

### **Fleet – Regular Education**

- Minimum 66 passenger capacity
- Power operated student service door
- Dual stop arms
- Full acoustic ceiling panels throughout vehicle cabin
- Driver’s seatbelt shall be high visibility orange or neon green in color.
- Vehicle id shall be located on the front bumper, driver side, yellow in color, 6” font.

### **Fleet - Special Needs**

- Minimum five (5) lift buses with capacity for ten (10) additional school bus seats in addition to required wheelchair positions
- Rear Lift location
- 3 wheelchair positions with appropriate amount of tie-down equipment for each position
- Storage pouches mounted on side panels for tie-down equipment when not in use
- Power operated student service door
- Dual stop arms
- Driver’s seatbelt shall be high visibility orange or neon green in color.
- Additional light above interior lift
- Vehicle id shall be located on the front bumper, driver side, yellow in color, 6” font.

- 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. The Proposer must show evidence to the Board of School Trustee, satisfaction of providing adequate maintenance and service facilities. The Board of School Trustee, reserves the right to periodically inspect buses to determine their mechanical condition and condition of cleanliness; and upon inspection, if the Board of School Trustee 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, the Board of School Trustee 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 the Board of School Trustee, reserves the right to order the Proposer to remove any bus from operation when the Board's opinion is that this bus may present an imminent hazard or undesirable appearance and require the Proposer to provide another bus.

- d. The school buses must minimally be equipped with a 2-way digital radio system that allows communication between the Proposer's terminal and the school bus driver. The radio system and radios will be in working order at all time school buses are transporting students. If the radios are not working, the Gary Community School Corporation shall have the right to assess liquidated damages. The radio system will have adequate power and a repeater system to allow communication between the School Corporation's designee, the terminal and the driver. GCSC Transportation Department will also be issued by the Proposer a "mobile" radio for communication with the buses for emergency purposes only.
- e. The Proposer shall provide the Gary Community School Corporation 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, whether bus is wheel chair lift equipped, size and model year prior to putting the school bus in service.
- f. The Proposer shall maintain adequate spare school buses and drivers to insure continuity of service if a breakdown occurs.
- g. The Proposer is required to have all buses equipped with a web based GPS monitoring system which the GCSC will have passwords and access provided to them by the Proposer to be able to monitor all bus routes and school related activities. GPS shall work with VersaTrans RP to indicate live when a bus has not followed route directions or made deviations without prior consent. The GPS system shall be VersaTrans Telematic or compatibility with VersaTrans RP. Proposer shall also utilize VersaTrans On-Screen. Access to GPS and On-Screen shall be made available to the Gary Community School Administrative Team. A student locator feature shall be included to communicate with parents the arrival time and drop time of the bus route. The Proposer shall also utilize E-Link for bus and school information. The system shall also have capabilities of tracking students that ride Gary Community School Corporation buses. GPS license, E-Link RP, and On-Screen license shall be transferred to Gary Community School Corporation at the end of the contract.
- h. The Proposer shall have ALL buses / vehicles equipped with bar code scanner technology, all students will be supplied with a Student identification card, provided by the district and bus passes, each vehicle must be equipped with barcode and swipe card technology.
- i. The Proposer shall utilize VersaTrans webhosting for RP (provided by district) and E-

Link RP.

- j. The Proposer may utilize buses for other purposes than Gary Community School Corporation routes or trips provided the Proposer meets the requirements under Indiana Code 20-27-9-6.

### 5.5.3 Facilities

5.5.3.1 The Proposer shall maintain adequate terminal facilities and shall provide at least one (1) full-time professional manager responsible for supervisory personnel to operate the routes.

5.5.3.2 The school corporation may have property that is available for use as a bus terminal. In the event that Proposer wishes to use available school property for a bus terminal, Proposer will lay out property address and its proposed plan for fixing said property for a bus terminal.

## 5.6 ROUTING DEFINITIONS

**5.6.1. General Education Daily Routing:** The School Corporation operates a total of (23) daily transportation routes for general education students and these routes are operated (180) days per year.

**5.6.2. Special Needs Daily Routing:** The School Corporation operates a total of (17) daily transportation routes for special needs students. The special needs routes are generally operated (180) days per year, however some special needs routes may be operated throughout the summer.

**5.6.3. Mid-Day Routing and Shuttles:** The School Corporation operates (13) mid-day routes. These mid-day routes are incorporated into the various AM/PM routes of the School Corporation. Although none are currently being operated, the School Corporation has operated various shuttles during the school year of varying frequency, however these shuttles were incorporated into various routes.

**5.6.4. Full-Year and Summer Routing:** The School Corporation currently operates (20) daily routes during the summer for (30) days that are separate and distinct from any special needs routes that are operated during the summer/full-year.

**5.6.5. Field Trips/ Extra-Curricular/Athletic Routes:** The School Corporation 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

5.7.1 Route scheduling will be performed by the Gary Community School Corporation in consultation with the Proposer. The Gary Community School Corporation

reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Proposer, or any driver, without the prior permission of the Gary Community School Corporation. Periodically, the Gary Community School Corporation may request the assistance of the Proposer to evaluate or revise certain routes. The Gary Community School Corporation or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the Gary Community School Corporation it is necessary for the safety and welfare of children. This shall be at no additional charge to the Gary Community School Corporation. Routes and schedules are to accommodate class schedules and shall be determined by the Gary Community School Corporation.

- 5.7.2 Gary Community School Corporation will set the start times of schools and the ending times of the school day.
- 5.7.3 Both parties of the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Proposer without the prior written permission of the Superintendent or his/her designee. The Gary Community School Corporation 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 the Gary Community School Corporation shall be provided by the Proposer in accordance with the following schedule from the time the Proposer is notified of the change (all times are to be considered maximum times; all “days” are to be considered “school days”):

- a) New regular education 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 to an established stop: next day
  - e) Special education student added at a new stop: 2-3 days
  - f) Special education student requiring a new vehicle: 3-5 days
  - g) Transportation change required by a legal settlement: next day (Next day transportation shall be determined by the Gary Community School Corporation and the Proposer)
- 5.7.4 The Gary Community School Corporation is operating the VersaTrans Solutions Inc. routing software system. All Proposers will be required to operate the Versatrans Solutions Inc. routing system in their offices on a “read only” basis. The Proposer is responsible for all costs of operation including computer

equipment and internet access.

The Gary Community School Corporation will facilitate the availability of any license that may be required for the Proposer(s) to utilize the read only” feature.

5.7.5 Gary Community School Corporation may consolidate routes, add routes, or eliminate routes during the school year based on ridership, financial reasons, or reasons deemed appropriate. All changes will be communicated at least three weeks prior to change taking place.

## 5.8 CONTRACT

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the Gary Community School Corporation 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 Superintendent of Schools and the Board of School Trustee. This Contract shall contain a default provision for all Obligations of Proposer contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. 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. *GCSC also keeps the right to negotiate if a selected vendor is chosen by the School board of trustees but may not be the “Low Bidder”.*

## 5.9 VANDALISM

5.9.1 If vandalism to any bus occurs and there is reasonable proof that a School Corporation student caused the damage the Proposer shall bill the parent of the responsible student for appropriate costs to repair or replace, whichever is least expensive, the damaged item.

## 5.10 NON-PERFORMANCE DAMAGES

5.10.1 If at any time the Proposer does not provide the required number of buses or drivers 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 \$250.00, or the cost of the Gary Community School Corporation 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.

5.10.2 FOR GARY COMMUNITY SCHOOL COROPORATION USE ONLY

Proposer shall use the system created by the School Corporation to monitor bus arrival times

## **5.11 PERFORMANCE EVALUATION**

5.11.1 Gary Community School Corporation will evaluate the Proposers performance on monthly basis.

5.11.2 Proposer shall maintain a 95% on-time bus pickup and drop-off at each school. If for any reason proposer does not meet on time standards damages may apply as negotiated between Proposer and School Corporation.

**APPENDICIES AND PROPOSAL FORMS  
FOR  
STUDENT TRANSPORTATION  
GARY COMMUNITY SCHOOL CORPORATION GARY, INDIANA**

**APPENDIX "A"  
PROGRAM DESCRIPTION AND REPORTING MANDATES**

**SECTION 1**

**A. Field Trips:**

**For the 2016-2017 school year it is estimated that the Gary Community School Corporation operated 15 public school field trips.**

**B. Upcoming changes to schools:**

**Pending.**

**C. Transfer Points:**

**Gary Community School Corporation utilizes areas (schools) to transfer students in the AM and PM. The Gary Community School Corporation uses the properties for buses to meet and transfer students in the AM and PM.**

**D. Special Education Programs:**

**Special Education programs can and do change at any time. Students can be placed temporarily in programs.**

**E. Destination Schools and Bell Times:**

**A detailed listing of destination schools, grade levels, bell times, and current enrollments will be provided prior to the start of the 2018-2019 school year.**

**Date Prepared: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Prepared by: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**ATTACHMENT 2**

**Monthly Operations Report**

**THIS FORM MUST BE SIGNED AND NOTARIZED SUBMIT  
WITH PROPOSAL  
HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY GARY COMMUNITY SCHOOL CORPORATION, GARY COMMUNITY SCHOOL CORPORATION BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE GARY COMMUNITY SCHOOL CORPORATION FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR

PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE PROPOSER ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE GARY COMMUNITY SCHOOL CORPORATION, THE GARY COMMUNITY SCHOOL CORPORATION BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE GARY COMMUNITY SCHOOL CORPORATION IN CONNECTION WITH THE PROPOSER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE PROPOSER AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE GARY COMMUNITY SCHOOL CORPORATION, GARY COMMUNITY SCHOOL CORPORATION SCHOOL BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE GARY COMMUNITY SCHOOL CORPORATION, OF ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE GARY COMMUNITY SCHOOL CORPORATION, GARY COMMUNITY SCHOOL CORPORATION SCHOOL BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE GARY COMMUNITY SCHOOL CORPORATION ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE PROPOSER'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OR WHATEVER NAME OR NATURE, AS DETERMINED BY THE GARY COMMUNITY SCHOOL CORPORATION. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE PROPOSER.

Signature \_\_\_\_\_  
Date \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
(NOTARY PUBLIC)

**FINANCIAL INFORMATION COMPLIANCE**

The Gary Community School Corporation RFP \_\_\_\_\_ Student Transportation Services, date \_\_\_\_\_ at \_\_\_\_\_ P.M., the undersigned hereby acknowledges the following:

a. If requested, the stipulated financial information will be provided within 72 hours of the Gary Community School Corporation’s request.

b. Information relative to any pending lawsuits, judgments and/or liens has been provided.  YES  NO If NO,  
the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: \_\_\_\_\_

c. Information on any bankruptcy filings has been submitted.  YES  NO  
If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: \_\_\_\_\_

d. Information on any denials of Performance Bonds has been submitted.  YES  NO  
If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**STUDENT TRANSPORTATION PROPOSAL  
FORM OF PROPOSAL  
RFP 18-01  
STUDENT TRANSPORTATION SERVICES**

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**BUSINESS OFFICE  
GARY COMMUNITY SCHOOL CORPORATION  
1988 Polk Street  
Gary, Indiana 46407**

**HAVING CAREFULLY EXAMINED THE SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE GARY COMMUNITY SCHOOL CORPORATION, 1988 Polk Street, GARY, INDIANA, THE UNDERSIGNED.**

**COMPANY NAME: \_\_\_\_\_  
CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED “GENERAL CONDITIONS”, “SPECIFICATIONS”, AND “NOTICE TO PROPOSERS” FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS:**

**TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE GARY COMMUNITY SCHOOL CORPORATION AS SPECIFIED:**

Multiple Contract Proposal – Proposers that are interested in the award of more than one contract (Contracts #1, #2 ) should submit detailed information on cost savings and value added services that would be available to the Gary Community School Corporation if the Gary Community School Corporation awarded multiple contracts to one Proposer. If a Proposer will accept an award for multiple contracts only, this must be specified. The Gary Community School Corporation reserves the right to award contracts to one or more vendors, or to modify the described contracts, based upon a determination of what will be in the best interests of the Gary Community School Corporation. Said determination rests solely with the Gary Community School Corporation.

**PERFORMANCE BOND COST**

**Annual charge to the Gary Community School Corporation for the provision of a performance bond equal to 100% of the contract(s) awarded, and consistent with the requirements as set forth (Proof of Bondability consistent with requirements must be submitted with the Proposal). If multiple contracts are being considered by the Proposer, detail on cost changes based upon the number of contracts awarded must be submitted.**

Option year Annual Charge: \$ \_\_\_\_\_ (2018-2019)  
Option year Annual Charge: \$ \_\_\_\_\_ (2019-2020)  
Option year Annual Charge: \$ \_\_\_\_\_ (2020-2021)  
  
Option year Annual Charge: \$ \_\_\_\_\_ (2021-2022)  
Option year Annual Charge: \$ \_\_\_\_\_ (2022-2023)  
Option year Annual Charge: \$ \_\_\_\_\_ (2023-2024)  
Option year Annual Charge: \$ \_\_\_\_\_ (2024-2025)

1. If the Proposer is a corporation, is it incorporated in Indiana?

o Yes o No

If No, it must be authorized to do business in Indiana?

In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Package including the Instructions to Proposers, General Conditions, Proposal Certifications, and specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

2. The Proposer has provided transportation services to the following Gary Community School Corporations within the last three (3) years:

Name	Address	Contact Person	Telephone

(attach additional sheets, if necessary)

4. Vehicle list of Proposer must be included on Appendix B. (Attach additional sheets, if necessary)

5. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the Gary Community School Corporation. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the Gary Community School Corporation has the sole discretion to determine the best Proposal to meet the needs of the Gary Community School Corporation.

Very truly yours,

By \_\_\_\_\_

title \_\_\_\_\_  
company \_\_\_\_\_

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

**Name of Firm:**

\_\_\_\_\_

**Address of Business:**

\_\_\_\_\_

\_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Date of Proposal:** \_\_\_\_\_

**I. GENERAL PROPOSAL CERTIFICATION** The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

**II. NON-COLLUSIVE PROPOSAL CERTIFICATION** By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce another person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal shall not be considered for award nor shall any award be made where (a) – (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (a) – (1), (2), and (3) above have not been complied with the proposal shall not be considered for award nor disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed the prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same item to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Sworn to and Subscribed Before Me

On This \_\_\_\_\_ Day of \_\_\_\_\_, 2018.

\_\_\_\_\_ Notary Public

GARY COMMUNITY SCHOOL CORPORATION  
1988 Polk Street  
GARY, INDIANA 46407

**CONTRACT: HOME-TO-SCHOOL, SUMMER, and EXTRA-CURRICULAR**  
**PROPOSAL DATE: Tuesday, February 20, 2018 @ 1:00 PM**

The Gary Community School Corporation is interested in the reasons why prospective Proposers fail to submit proposals. If you are NOT submitting a proposal, please indicate the reason(s) below and return this form to the above address, or to the Gary Community School Corporation's designee, 1988 Polk Street, Gary, Indiana 46407. Failure to do so may result in your firm being removed from advance notice lists of potential proposals compiled by the Gary Community School Corporation.

- Unable to propose at this time, but would like to receive future notices of proposals.
- Contract to small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail:
- Insufficient time allowed for preparation and submission of proposal.
- Other

**Reasons:**

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**You may remove our name from the bid/proposal list for:**

- All bids/proposals
  - Remainder of this year
  - This particular service
  - Other:
- 
-

Date \_\_\_\_\_

Officer of Company (Signature)

Title

\_\_\_\_\_

\_\_\_\_\_

Company Name

\_\_\_\_\_

Address

Telephone

\_\_\_\_\_

\_\_\_\_\_

Fax Number

Email Address

\_\_\_\_\_

\_\_\_\_\_

## **WORKSHEETS WHICH MUST BE COMPLETED WITH RFP**

The District has included worksheets which the Vendor must complete to specify prices. The worksheets are attached as Exhibit A and Exhibit B. That Vendor must provide an electronic copy of its proposal and also provide an electronic and hard copy of all documents.