

LAWRENCE COUNTY INDEPENDENT SCHOOLS, LTD

223 OLD FARM RD  
BEDFORD, IN 47421

# **SOLICITATION FOR BID**

**Contracted School Bus Transportation**

**DUE:**

**Thursday, June 24, 2021**

**5:00PM**

# **INSTRUCTIONS TO BIDDERS and TERMS AND CONDITIONS of the CONTRACT**

The Board of School Trustees for Lawrence County Independent Schools, LTD (LCIS) requests bids for our Contracted School Bus Transportation.

## **INSTRUCTIONS TO BIDDERS**

1. **Districts Intent:** It shall be the intention of the District to contract for selected transportation of public school students on each school day as established by their respective calendars.
2. **Date Due:** Sealed bids must be received by the Board Vice-Chairman at the LCIS, Fayetteville Campus, located at 223 Old Farm Rd, Bedford, IN 47421, on or before 5:00PM on Thursday, June 24, 2021, in the Library/Multi-Purpose Room. Bids will be opened and read aloud at 7:00PM on Thursday, June 24, 2021 in public business meeting of LCIS Board of Trustees. Under no circumstances will a bid be accepted after the date and time set forth above for receipt of sealed bids.
3. **Questions:** All questions should be directed to Chad Shock, Vice Chairman of the Board, via email only at [cshock@lcis.education](mailto:cshock@lcis.education) at least twenty four (24) hours in advance of the time set forth above for bids to be opened and read aloud. Failure to adhere to this requirement may result in bid disqualification and/or unanswered questions.
4. **Bid Submission:** All bids must be submitted on the bid forms provided, with the prices stated as requested. Bids submitted on forms other than the bid forms provided will be subject to rejection. Bids submitted on forms other than the bid forms provided will be subject to rejection. Please submit a completed W-9 along with your bid.
5. **Bid Identification:** Each bid must be submitted in a sealed, opaque envelope and marked in the lower left hand corner of the envelope "SEALED BID: Contracted School Bus Transportation" and shall also state specifically what the envelope contains.
6. **Bid Security:** By submission, the Bidder accepts and agrees that its bid shall REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF NINETY (90) DAYS BEYOND THE DATE OF BID OPENING.
7. **Performance Bond:** The Bidder shall furnish a Performance Bond covering the faithful performance of the Contract, which shall be dated on or after the date of the Contract. The Performance Bond shall be written for total amount of all years of the Contract. The cost shall be included in the Bid. The Bidder shall deliver three (3) copies of the required Performance Bond to the District, together with all required clearances and three (3) original and executed copies of the Contract. The Bidder shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

The required Bid and Performance Bonds must be provided by a company or companies licensed to do business in the state of Indiana, which have a minimum Best rating of "A+," a minimum policy holder's surplus of \$100 million, are listed on the current U.S. treasury Circular No. 570 (sureties acceptable for federally financed construction projects), and against which the Owner has no reasonable objection.

8. **Signature:** Each bid must be signed in non-erasable ink by the Bidder, in his usual hand, giving his official title.

9. **Prices:** Bids shall show both unit and total prices. Bids shall include all costs, expenses and associated charges, including shipping and delivery fees, for the goods/items at issue. The bid amount is final, all-inclusive charge to the District, without exception or addition on any account whatsoever. The District reserves the right to increase or decrease the quantity of any item for which bids are submitted. The invoice(s) must clearly display/show purchase order number(s). Specific quantities and sizes for orders will be determined at a later day.
10. **Contract:** These specifications shall become the basis of any Contract awarded after bid opening. Changes, alterations, modifications, or deviations from these specifications are not permitted. The Contract will not be deemed executed until it is officially awarded by public vote of a majority of LCIS's Board of Trustees, and an official purchase order is received by the Bidder from LCIS.
11. **Reservation:** The Board of School Directors reserves the right to reject any or all bids, or any portions thereof, and to increase or decrease quantity of services to be provided.

LCIS will evaluate/consider all bid submissions, and will make its award based upon the best interests of LCIS, after an investigation of all bids to determine which bid submission, if any, best and most completely fulfills the requirements of LCIS as set forth in the specifications.

To that end, LCIS may make such investigations as it deems necessary to evaluate the responsiveness of the Bidder's submissions as it deems necessary to determine the ability of the Bidder to perform the contracted services, and the Bidder's responsibility and responsiveness, generally. LCIS, after investigation, may determine that a bid is non-responsive and, after such determination, may reject the bid. LCIS need not contact the Bidder prior to bid rejection, provided that LCIS has engaged in an investigation it deems necessary to evaluate the bid's responsiveness. However, should LCIS select to contact the Bidder to obtain more information prior to bid rejection, the Bidder must furnish to LCIS all information and data requested.

12. **Information:** For more information, please visit our website at [LCIS.education](http://LCIS.education).

## **TERMS AND CONDITIONS**

1. **Drivers:** It shall be the intention of LCIS to contract for the transportation of enrolled students as established by the school's calendar. Bidder will be responsible to provide and manage any substitute drivers, and to transport students to and from school on a daily basis.
  - a. Bidder agrees to provide the necessary drivers at its cost and expense to operate the Bidder's dedicated vehicle. In addition, Bidder agrees to provide sufficient substitute drivers in order to maintain continuity on LCIS bus runs. Failure to maintain the aforementioned level of drivers shall be sufficient grounds for termination of the Agreement.
  - b. Both regular and substitute drivers shall be consistently assigned to the same bus for the purpose of route familiarization and student services. *It is the express desire of LCIS that the rate of driver turnover be minimal.*
  - c. Every school bus driver shall meet all regulations presently in existence or implemented over the term of this Contract as promulgated by the State of Indiana with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations that may be required by the Indiana Department of Transportation, reimbursable by LCIS.
  - d. Driver is required to have an annual physical. Certification that each driver has successfully completed the tests must be shared with LCIS annually. Bidder is responsible for all costs associated with certifications.

- e. A mandatory drug testing and approved random testing program, as specified by state and federal laws, is required to be performed by a LCIS-approved provider at the expense of LCIS. Bidders are responsible to comply with all federal, state, and local laws, and LCIS policies, pertaining to drug and alcohol testing.
- f. Prior to the commencement of the contracted services, and before July 1st for each subsequent year of the contract, the Bidder agrees to provide the above referenced items that will expire during the upcoming school year (July 1st – June 30th).
- g. All drivers performing services under the contract shall be subject to annual approval by LCIS's Board of Trustees prior to being assigned to an LCIS route. LCIS retains the right to evaluate the drivers and all other personnel employed by the Bidder regarding their performance and ability to perform under the contract using any and all reasonable means.
- h. LCIS will provide and install at LCIS' expense a 2-way radio system and camera system for the safety of contracted drivers and LCIS students.

2. **Insurance:**

- a. Contractor agrees to file with the District, prior to the effective date of the Agreement, satisfactory evidence of insurance provided by insurers, which are acceptable to the District, and that have an AM Best rating of "A+" or greater, in the following amounts and kinds:
  - i. Comprehensive General Liability and Property Damage Insurance, with policy limits of not less than One Million (\$1,000,000) for each occurrence, and Two Million (\$2,000,000) in the aggregate, for bodily injury, personal/advertising injury and property damage;
  - ii. Automotive Liability Insurance, covering owned and rented vehicles operated by Contractor, its consultants, agents, servants and employees, with policy limits of not less than One Million (\$1,000,000) combined single limit;
  - iii. Umbrella or Excess Liability Insurance, with policy limits of not less than Five Million Dollars (\$2,000,000);
  - iv. Workers' Compensation and Employer's Liability Insurance, in accordance with the applicable Indiana state and federal statutory minimum requirements; and
- b. The Certificates of Insurance obtained by Contractor will identify LCIS as a named, additional insured and certificate holder on all applicable policies of insurance where such designation is alleged by law.
- c. The Certificates shall contain a provision that the coverage afforded under each policy will not be canceled or materially changed, unless at least ninety (90) days prior written notice has been given to LCIS.
- d. The coverage afforded under each policy of insurance must be in effect for the duration of the Agreement, and shall run concurrently with the effective dates of the Agreement. There are no exceptions to this provision, unless specifically approved in writing by LCIS. Proof of this insurance shall be communicated to the LCIS's Headmaster annually and at such times as change and/or policy renewal occurs.

3. **Indemnity:** Bidder agrees to defend, indemnify and hold harmless LCIS, its officers, directors, administrators, Board members, agents, servants and employees from and against any and all claims, damages, losses, judgments and/or verdicts arising from or in any way related to the goods, services, and/or items provided by it, or to be provided by it, to LCIS, including against claims by third parties, for attorneys' fees and/or costs or expenses, to the extent caused, in whole or in part by the wrongful and/or negligent acts, errors and/or omissions of bidder, its agents, servants, employees or consultants.

4. **Termination or Suspension:**

- a. If the District fails to make payments to Contractor in accordance with the parties' Agreement, such failure shall be considered substantial nonperformance and Contractor may, upon fourteen (14) days written notice to the District, and an additional fourteen (14) day cure period, suspend performance of services under this Agreement. In the event of a suspension of services, Contractor shall have no liability to the

District for delay or damage caused the District because of such suspension of services. Before resuming services, Contractor shall be paid all sums due prior to suspension.

- b. When the Agreement is terminated by LCIS for cause because of Contractor's failure to perform, payment to Contractor may be withheld by LCIS to be used by LCIS to pay for substitute services or for damages to LCIS that may be caused by Contractor's breach of Contract.
- c. In the event of termination not the fault of Contractor, or termination for convenience by LCIS, Contractor shall be compensated for services performed prior to termination.

# CONTRACTED SCHOOL BUS TRANSPORTATION

NAME of BIDDER: \_\_\_\_\_

ADDRESS of BIDDER: \_\_\_\_\_  
\_\_\_\_\_

PHONE of BIDDER: \_\_\_\_\_

DATE of BIDDER'S PROPOSAL: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

The bidder certifies that s/he has familiarized themselves with LCIS specifications, has carefully read them, and understands their contents.

TOTAL BID 2021/2022 \$ \_\_\_\_\_

TOTAL BID 2022/2023 \$ \_\_\_\_\_

TOTAL BID 2023/2024 \$ \_\_\_\_\_