

# **COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21**

**999 West Dundee Road, Wheeling, Illinois 60090**



**AND**

**Invitation to Bid for Special Education  
Student Transportation Services #1925**

**Mandatory Pre-Bid Meeting April 1, 2019**

**Bid Opening April 12, 2019**

March 22, 2019

Dear Prospective Bidders,

The Board of Education of Community Consolidated School District 21 is soliciting sealed bids for Special Education Student Transportation Services for the school years 2019-2020, 2020-2021, and 2021-2022 . These services are for routes which the District's current regular transportation provider are unable to perform due to location of pick up and/or drop off and/or needs of student based on student's Individual Education Program (IEP) and the routes are not part of the District's current regular transportation provider's contract. The purpose of this transmittal is to invite you to bid on the transportation and provide you with the necessary instructions, specifications and reply forms.

Included are the "Instruction to Bidders", "Bid Specifications", four (4) "Affidavit/Certification Sheets", Route Specifications and Bid Reply Sheets. Where required, each should be completed in detail, signed, and returned in a sealed envelope clearly marked, "**SEALED BID – Special Education Student Transportation Services Bid #1925**" to the CCSD21 administration office at 999 West Dundee Road, Wheeling IL 60090.

The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the respective school districts.

**A mandatory pre-bid meeting is scheduled for Monday, April 1, 2019 at 10:00 A.M. CST** at the CCSD21 administration office at 999 West Dundee Road, Wheeling IL 60090. Bidders are required to attend; Failure by any bidder to attend the pre-bid meeting will disqualify the bidder from submitting any bid to be considered by the Board of Education of CCSD 21.

**Bids are due on or before Friday, April 12, 2019 at 10:00 A.M. CST** and will be opened and publicly read at that time or shortly thereafter at the CCSD21 administration office at 999 West Dundee Road, Wheeling IL 60090.

For general or specific questions contact;  
Community Consolidated School District 21  
Dan Oberg, Director of Business Services - [dan.oberg@ccsd21.org](mailto:dan.oberg@ccsd21.org)

Sincerely,

*Dan Oberg*

Dan Oberg  
Director of Business Services  
CCSD 21

## INSTRUCTIONS TO BIDDERS

**Notice is hereby given** that bids for **three (3) year contract** for Special Education Student Transportation Services for Community Consolidated School District 21 (CCSD 21) will be opened and read in the CCSD 21 Administrative Office on Friday, April 12, 2019 at 10:00 A.M. CST.

The contract period, if awarded, will be for the school years 2019-2020, 2020-2021, and 2021-2022 with extensions to be allowed as provided under Illinois Law. The contract for each school year will begin on August 1, 2019 and will end on July 31<sup>st</sup> of the following year.

**A mandatory pre-bid meeting is scheduled for Monday April 1, 2019 at 10:00 A.M CST** at the CCSD 21 Administrative Office. Bidders are required to attend; Failure by any bidder to attend the pre-bid meeting will disqualify the bidder from submitting any bid to be considered by the Board of Education of CCSD 21.

Any general questions, discrepancies, omissions, ambiguities or conflicts in the contract documents, regarding the intent of the specifications that relate to the bid documents in general or specific to Community Consolidated School District 21, must be submitted in writing to the attention of:

Dan Oberg  
Director of Business Services  
Community Consolidated School District 21  
999 West Dundee Road  
Wheeling, Illinois 60090  
[dan.oberg@ccsd21.org](mailto:dan.oberg@ccsd21.org)

Answers will be provided in writing to all bidders who have received bid packets prior to pre-bid meeting. After the pre-bid meeting, no oral interpretations will be given to any bidder as to the meaning of the specifications. Requests for clarifications must be submitted by email or certified mail to the address above. Any replies to requests received will be issued by email as an addendum to all bidders and posted to District websites. All addenda to bidders are to be incorporated in the bids and will become part of the contract documents.

Requests for clarification received within three (3) working days of the bid opening date will not be considered. After submission of the bid, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained.

Any explanation, statement or additional information which bidders wish to provide must be placed in a sealed envelope and provided separate from their bid. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements.

The sealed bids shall be delivered to CCSD 21 (999 West Dundee Road, Wheeling, IL 60090) at any time prior to, but not later than, 10:00 A.M. CST on Friday April 12, 2019. Bids will not be accepted

after this time. The bid opening will take place on Friday April 12, 2019 at 999 West Dundee Road, Wheeling, IL 60090 shortly after 10:00 A.M. CST. All bids shall be submitted on the forms provided with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the bids as submitted. The outside of each sealed bid shall be endorsed thereof with the following information:

“Bid for Special Education Student Transportation Services”

Name of Bidder  
Address of Bidder

This contract shall not be assigned or subcontracted without written consent of the District.

The Board of Education of CCSD 21, reserves the right to reject any and all bids for any reason, to waive any informalities, irregularities or defects in any bid and to waive any technicalities or irregularities in the bid process should it deem it to be in the best interest of the District and to negotiate with the bidder if they are the sole qualified bidder.

The bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing vehicles and/or equipment used to provide transportation for students.

Bids must be open and firm for ninety (90) days to allow for Board of Education approval. Bid bonds will be returned within 30 days of bid award.

School District facility addresses can be found on the District website: [www.ccsd21.org](http://www.ccsd21.org)

All bids shall be deemed final, conclusive and irrevocable; and, no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of the Board of Education after the scheduled closing time for the reception of bids.

Bids will be considered only if made without any connection to any other person or firm submitting a bid, if in all respects fair, and without collusion, and if no member of the Board of Education of the District, nor other officer of the District are directly or indirectly interested in the bid or in any portion of the profits thereof.

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the before the latest time specified for submission of bids. Any change may only be made by substitution of any other bid. The successful bidder may not withdraw, cancel or modify the bidder's bid after the bid has been opened.

Bids, withdrawal requests and change requests received after the bid opening time will not be considered. The method of transmittal of the bid proposal, withdrawal request or change request is at bidder's risk of untimely receipt by the Board.

Bidders shall not include taxes, to which school districts are not subject to in their quotation. By way of example, the District is exempt from paying Illinois Tax and sales to the District is exempt from Illinois Retailers Occupation Tax. The District is also exempt from paying Federal Excise Taxes. The District will sign tax exemption certificates.

Bidder must use the attached Bid Proposal Forms when submitting their bid, providing all information as requested. All prices must be typed or written in ink on the enclosed Bid Proposal Forms. If mistakes are found in multiplication or addition of unit prices against total prices, the unit price shall govern for all purposes. Bidders shall execute and submit with their bid proposal the following items, all properly signed:

1. This Call to Bid
2. Affidavit/Certifications:
  - Non-Collusion Affidavit (Exhibit A)
  - Certificate of Eligibility of To Bid (Exhibit A)
  - Certificate of Compliance with Illinois Drug-Free Workplace Act (Exhibit A)
  - Certificate of Compliance with Illinois Human Rights Act (Exhibit A)
3. Copy of Bidder's Sexual Harassment policy
4. Copy of Bidder's No Smoking policy
5. District Base Bid Form (Exhibit B)
6. Bid Bonds (Bid Specifications, Section XX, Paragraph F)
7. Statement of Ownership (Bid Specifications Section VI, Paragraph C)
8. Description of Facilities and Bus Maintenance Program (Exhibit C)
9. Additional Driver Policy and Procedures
10. Contracts and School District References (Exhibit D)
11. Addresses of schools located within CCSD21 and potential private facilities (Exhibit E)
12. Organizational chart and resumes as described in the Qualification of Bidders section of this Bid
13. Written assurance regarding bus terminal as described in the Qualification of Bidders section of this Bid
14. Documentation of a comprehensive safety program as described in the Qualification of Bidders section of this Bid
15. Audited financial statements as described in the Qualification of Bidders section of this Bid
16. Written summary depicting route scheduling and readiness timeline as described in Section VI Paragraph E
17. Personnel policies

To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend the Board of Education of Districts 21 and their respective members, officers, employees, and agents against all suits, actions, legal proceedings, claims and demands, and against all damage, liabilities, judgments, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing out of the services provided under this contract.

No contract shall be assigned or any part of the same subcontracted without the consent of the Board of Education, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

In determining the successful bidder, the Board will consider the following non-exclusive list:

1. Bid Price based on the three-year cost
2. Financial stability of the bidder
3. Adherence to transportation specification requirements
4. Reputation and experience in school student transportation
5. Location (addresses) and adequacy of facility from which the bidder will operate
6. Ability to appropriately staff routes, including substitutes

Before contracts are awarded, the District may interview a shortlist of bidders, either by phone or in person. Contracts will be awarded to the lowest qualified, responsive, and responsible bidder(s) complying with this document, and which is in the best interests of CCSO 21.

## BID SPECIFICATIONS

### I. PARTIES

An agreement will be made and entered into by CCSD 21, Cook County, Wheeling, Illinois; (referred to herein as the “District”) and the Contractor awarded the bid (referred to as the “Contractor”).

### II. SCOPE OF CONTRACT

#### A. General

The successful Contractor shall, during the period set forth herein, provide and maintain the required number of vehicles to transport conveniently and safely all students, designated by the District to be served under the provisions of the Agreement. Such transportation shall be provided for each and every day that school in the District is convened and in accordance with routes, stops and schedules approved by the District Business Office. The District reserves the right to revise or change any and all routes and the number of vehicles required to best suit the District’s needs at any time before or during the school year. In addition, Contractor shall, during the period of the proposed agreement, provide transportation for students or other authorized personnel as may be required by the Districts on field trips, excursions, athletic activities or any other purpose designated by District.

All cost of operation, including repair, maintenance, fuel and cleaning shall be the sole financial responsibility of the Contractor.

#### B. Special Education Student Transportation

Students are required to be picked up and delivered immediately in front of, or as near as possible to, their home or residence and shall be deposited at school in a like manner. Schools may be located within the School District’s boundaries or at private school facilities outside the school’s boundaries. These services are for routes which the District’s current regular transportation provider are unable to perform due to location of pick up and/or drop off and/or needs of student based on student’s Individual Education Program (IEP) and the routes are not part of the District’s current regular transportation provider’s contract.

A list of estimated requirements for special education student routes which shall be applicable to this contract for the 2019-20, 2020-21, 2021-22 school years is attached herein and incorporated herein by reference Exhibit B.

### III. EXECUTION OF CONTRACT

The successful bidder shall execute a transportation contract with CCSD 21 in substantially the

same form as set forth in these Specifications for the District's contracted special education transportation services.

#### IV. DEFINITION OF TERMS

**Activity Route:** Before and after school pick-up and delivery of students from school athletic practices or other school activities to home.

**Buses:** School buses that are deemed legally operable in the state of Illinois and must pass all State and Federal guidelines as established for a school bus. They must pass all inspections currently and in the future mandated by the state of Illinois and the Federal Government, if so directed.

**Charter Runs:** Runs contracted on an individual basis by each school for point to point transportation of a group of students for activities such as field trips, etc.

**Combination Route:** The temporary combining of two regular routes on one bus or the use of one bus to make two routes.

**Contractor:** Transportation Contractor

**District:** CCSD 21 including the Board of Education, board members, employees, and designees.

**Kindergarten Routes:** Students that attend an a.m. class are transported to school on a regular route and are dismissed at the end of morning class for transportation to their individual homes. P.M. kindergarten students are transported from their individual homes to school on routes that begin between approximately one half (1/2) hour and one (1) hour before class begins and are transported home on a regular route.

**SPED/ESL/BILINGUAL Routes:** Routes transporting students to schools within the District boundaries to attend special programs. Routes may be a combination of door-to-door and bus stop-based transportation and may stop at multiple schools.

**Special Education Routes:** Students should be picked up and delivered immediately in front of, or as near as possible to, their home or residence and shall be deposited at a District 21 school or at a private facility in or outside the school's boundaries in a similar manner. These services are for routes which the District's current regular transportation provider are unable to perform due to location of pick up and/or drop off and/or needs of student based on student's Individual Education Program (IEP) and the routes are not part of the District's current regular transportation provider's contract.

**Preschool Routes:** Preschool routes vary depending on the day of the week. In general, most students are provided door-to-door service both ways. Currently, CCSD 21 utilizes vans to transport preschoolers however in the future, the District may transition



to 71 passenger buses providing bus stop-based transportation. In school year 2018-2019, the Preschool routes were structured as follows: Monday through Friday – AM take-in, midday take-home, midday take-in, PM take-home.

**Regular Route:** The daily pick-up and delivery of a group of students on an assigned bus from home/daycare to school (a.m.) and from school to home/daycare (p.m.) (Round Trip).

**School Year:** School year for busing is based on the annual school year calendar including the approved summer school calendar for each District.

**Standby Buses:** Additional buses maintained by Contractor to assure uninterrupted service.

**Summer School Route:** Routes designed to shuttle the Districts' students from listed sites to assigned District's summer school sites (a.m.) and from Districts' summer school site to listed sites (p.m.). Busing for Summer School is based on the annual school calendar including the approved summer school calendar for each District.

**Vehicles:** Vehicles that are deemed legally operable in the state of Illinois and must pass all State and Federal guidelines as established for transporting students. They must pass all inspections currently and in the future mandated by the state of Illinois and the Federal Government, if so directed.

## V. QUALIFICATION OF BIDDERS

- A. The transportation of students involves compliance with applicable federal and state statutory and regulatory requirements concerning the operation and equipping of school buses. Both federal and state administrators monitor the actions of the school authorities in this area and compliance with federal and state regulations is mandatory. In view of these circumstances, only contractors with a minimum of five (5) years of consecutive relevant experience for elementary and secondary level education transportation in the state of Illinois may be deemed responsible bidders.
- B. The following conditions will also be considered in determining whether or not a proposed contractor is a responsible bidder. This list shall be deemed non-exclusive, and the District shall be entitled to take into account any other information the District have obtained or that has been provided by bidder relevant to the determination of whether the bidder is a responsible bidder.
  - 1. The bidder must have five continuous years of relevant experience transporting public school students, preferably in Cook County, in at least two school districts. Using Exhibit D, the bidder must submit a listing of contracts secured within the last five years to support such experience, indicate whether bidder still holds those contracts and

provide the names, addresses and telephone numbers of the applicable school district personnel for those contracts. For those contracts that the bidder no longer holds, an explanation must be provided that describes why the contract is no longer held.

2. Using Exhibit D, the bidder must submit a list of at least two current contracts for transportation of students in the suburban Chicagoland area, preferably in Cook County. The list shall include the size of the contract, number of vehicles required, number of drivers required and the addresses and telephone numbers of direct contacts for the contracts listed. The School District will use this information to ascertain the degree of satisfaction with service rendered by the bidder.
3. Using Exhibit D, the bidder shall list each contract that has been terminated by a school district for cause (not simply a lost bid) within the last five years and the reason for such termination. Failure to disclose such information will be grounds for disqualifying the bidder or subsequent termination of an awarded contract.
4. The bidder must submit documentation confirming that the bidder will be able to initiate service for the 2019-2020 school year for the District with the average age of vehicles not to exceed seven (7) years and no vehicle older than ten (10) years. Detailed information must be submitted that will support these requirements.
5. The bidder must provide written assurance that a local office and a bus terminal will be maintained within the boundaries of School District 21. The local office is to be continuously staffed by an onsite general/relationship manager (primary point of contact for the School Districts) capable of making daily decisions without "home office" consultation, a driver/safety supervisor, operations manager, full time router, maintenance manager and adequate maintenance staff, dispatchers and/or clerical support as needed at all times when vehicles are in operation. An organizational chart of title, name and location of staff member for each position shall be included with this bid. Resumes for the general/relationship manager, driver/safety supervisor, operations manager, maintenance manager and/or full time router shall be included with the bid. Bidder understands that providing qualified personnel in key positions is critical to this bid and the School District will take the qualifications of the proposed personnel into account when deciding which bidder is the most responsible bidder.
6. Documentation of a comprehensive safety program shall be submitted with the bid.

7. The bidder must submit, with this bid, audited financial statements with MD&A prepared by a Certified Public Accountant for the last three fiscal years.

## VI. TERMS AND CONDITIONS

### A. Management:

It is required that the Contractor have a local manager to manage the Districts' student transportation services. Local management is defined as management being centrally located within the Districts, with personnel available five (5) days a week and twelve (12) months of the year in order that their efforts may be coordinated with those of the superintendent of the District or their designated representatives. A management contact is required to be available on call on a 24 hour basis.

The Contractor is required to employ a full-time staff member at such central location to handle complaints, meet with parents and/or District staff, and generally to manage the system according to the Districts' requirements. This is to be done in cooperation with District staff. The office or terminal shall be staffed at all times that vehicles are in service pursuant to the terms of this Contract, whether before, during or after regular school or office hours, with at least a radio dispatcher operator and personnel on duty or on call to service a disabled vehicle, or a vehicle otherwise in need of assistance.

### B. Facilities and Maintenance

If Contractor does not have a local office and bus terminal at the time of award of the contract, Contractor shall present the District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on-site for use by Contractor for performance of the contract at least seven (7) calendar days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within fourteen (14) calendar days after the District's notification to Contractor of the approval of the School Board's award of the contract.

If Contractor does not have adequate office space and maintenance facilities at the time of award of the contract, the Contractor shall present the District with a certified statement from a responsible supplier showing that firm arrangements have been made for obtaining the required facilities for use by the Contractor for performance of required services. The statement shall indicate that such facilities will be available to the Contractor in a timely manner. This statement shall be delivered to the District within thirty (30) calendar days of the Contractor being notified of the school boards' approval of the award of the contract.

All vehicles are to be checked at least one hour prior to departure each day school is in session, as well as after each route or run and after each substitution of drivers. All

vehicles are to be equipped with engine block heaters and electrical plug-ins for winter starting, if applicable.

The Contractor shall purchase, furnish, and supply all lubricants, replacement parts, greasing, cleaning, washing, and such repairs as necessary to keep the vehicles in a good and safe operating condition at all times. The maintenance facility must be located within the boundaries of CCSD 21. The fully operational facility shall (at a minimum) be paved, fenced, lighted and have facilities for employees and staff. The contractor will have a fully operational building and garage as evidenced by having occupancy permit issued by the appropriate authority. Please provide a description of your facility and your bus maintenance program on the attached Exhibit C.

C. Vehicle Requirements:

All vehicles used in performance of this contract shall be owned by the Contractor. The Contractor shall, before placing said vehicles in service under this agreement, furnish the Board of Education with a statement setting forth their ownership of each such school bus or vehicle.

Contractor will furnish vehicles as required by the District, properly equipped and meeting all requirements of the Districts, the State Board of Education, the Illinois Department of Transportation and the State of Illinois Standards for School Buses for the 2019-20, 2020-21, 2021-22 school years and any renewal years.

Prior to the start of the Contract, the Contractor shall present suitable evidence certifying that the Contractor will have ample units available and ready for use at the beginning of and throughout each contract school year and that the vehicles be not older than ten (10) years of age at the beginning of the first day of transportation and an average fleet age must not be greater than seven (7) years unless otherwise agreed upon by the District.

The number of vehicles required for special education routes to serve each school will be estimated using the best information available. The number of vehicles required will depend upon the seating capacity of Contractor's vehicles, the starting times of the various buildings and the actual service needs of the District (i.e., actual ridership, number of bus stops, etc.). District may change its estimate of the number of vehicles required for each year this contract is in effect by notifying Contractor by a preliminary count by August 15 of each year, and a final count by August 25.

All buses or vehicles intended to be placed in operation by the Contractor, under this contract, shall be owned by the Contractor. The age, mileage, and location of all vehicles to be used in connection with the contract shall be indicated after bid is accepted. Contractor will notify District of any additions or deletions to assigned fleet.

The intent of these specifications is to require superior service and equipment. All service must be performed to the satisfaction of the District.

The Contractor shall insure that all vehicles used in the completion of this Contract will comply with all regulations concerning inspections. The Contractor shall have each vehicle inspected every six (6) months or 10,000 miles, whichever comes first, at a State Certified Inspection Station. The cost of said inspection shall be paid by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required that a copy of the inspection, as provided by the firm approved by the State of Illinois, upon request will be provided to the District certifying that the vehicle is safe for use. Vehicles not passing inspections shall not be used until conditions have been corrected.

In addition to semi-annual inspections, the Districts also require that the following specifications are met:

1. All front tires must have tread of at least 5/32 and no recaps are allowed.
2. All rear tires must have tread of at least 3/32.
3. The water, oil, tire pressure, tire conditions, and lights will be checked at least weekly by a transportation garage employee and a log will be kept.
4. The brake adjustments and fluid, as well as the clutch adjustments, if applicable, will be checked at least weekly by a transportation garage employee and a log will be kept.
5. Each bus or vehicle shall be cleaned and left in broom swept condition each day.
6. Each bus or vehicle exterior shall be washed at least once a week, weather permitting.
7. Each driver shall complete a daily pre trip inspection sheet as outlined by Illinois law and said records kept for District personnel to review upon request.
8. Contractor shall maintain standby vehicles equal to a minimum of 10% of the total assigned fleet required to meet route transportation needs of the Districts. There will be no additional charge for standby vehicles.

All vehicles used to complete this Contract shall, at all times, be maintained in a clean, suitable, and proper mechanical condition. The Contractor also must have the capacity to provide the District with evidence of having adequate maintenance and service facilities in addition to the normal summertime maintenance that is expected.

No vehicle shall ever carry more than the prescribed authorized number of passengers, passengers to be those children designated by the District staff or adults assigned by agreement with the District.

The contractor agrees that it will allow no person, other than students, school officials, and employees and supervisors of the Contractor and drivers in training, to ride the bus without the written consent of the District.

All vehicles must be equipped with two-way radio receiving and transmitting equipment with the based station located at Contractor's facility. An exclusive frequency "800" megahertz system or better is required. Citizen band radios are not acceptable. The drivers shall be instructed to have his/her radio open and operational at all times so that immediate contact may be made when necessary. The Contractor is responsible for the purchase and maintenance of this equipment.

All vehicles must be equipped with a GPS tracking system, similar to Zonar. The Contractor is responsible for maintaining and repairing the GPS equipment and software. The Contractor is responsible for ensuring that the system is accurate on a daily basis. The GPS tracking system shall be capable of providing real-time data on bus location. Data generated by the GPS tracking system will be made available to the Districts upon request.

At the Districts' discretion, Contractor will install an electronic student bus pass system. Such equipment shall be purchased by the District. Data generated by an electronic bus pass system shall be used solely for the Districts' purposes and shall not be used for any other purposes. Contractor shall not release data generated by an electronic bus pass system without the expressed written consent of the District.

At any time the District may request the Contractor to provide the District with the following information on all vehicles to be used in the transportation of students:

1. Make, model year, VIN and serial number
2. State license number, municipal vehicle sticker number and safety inspection number
3. Capacity of vehicle
4. Proof of ownership of vehicle

The Contractor shall keep accurate records of miles driven, number of students transported, and any other information required by District to substantiate state transportation claims and such information shall be submitted when requested regularly and punctually.

Contractor will display at all times in a place externally visible to boarding students the District and Route number the vehicle is assigned to.

Upon request of the District, air conditioning shall be provided on buses or vehicles used specifically for Special Education transportation or in order to comply with requirements of §504 of the Rehabilitation Act in transporting any student.

D. Student Transportation:

The transportation service provided pursuant to this Contract shall be provided in accordance with the following rules and regulations:

1. Students should be picked up and delivered immediately in front of, or as near as possible to, their home or residence and shall be deposited at a District 21 school or at a private facility in or outside the school's boundaries in a similar manner. These services are for routes which the District's current regular transportation provider are unable to perform due to location of pick up and/or drop off and/or needs of student based on student's Individual Education Program (IEP) and the routes are not part of the District's current regular transportation provider's contract.
2. Classes for students are held to comply with a minimum days' attendance in Illinois for state aid set at one hundred seventy-four (174). The Districts' school calendars shall determine the exact number of student attendance days on an annual basis which may exceed the minimum required by law. The Contractor shall provide vehicles, free of charge, for classes practicing bus or school evacuation drills.
3. In the event of an emergency situation at any one of the District schools covered by this contract, which necessitates removal of students from said school or schools, the Contractor shall provide the required transportation within thirty (30) minutes of such request. The Contractor will confer with the District before determining that weather conditions preclude the movement of vehicles. Emergency procedures will be reviewed each year by the District Superintendent and/or his designee and Contractor before publication to schools and parents. In the event of inclement weather or any reason for school being canceled or delayed, the Superintendent, or his/her designee shall notify the Contractor prior to 6:00 AM on the day of such cancellation or delay. In the event that school shall be dismissed early, the Superintendent, or his/her designee, shall notify the Contractor to make the appropriate transportation arrangements.
4. The Contractor shall develop all schedules and routes when requested. All schedules and routes are subject to approval of the District. The District requesting this routing will have input into school bus routes. Final determination rests with the District. Bidder will supply the District with a written summary that details their route scheduling competencies and proficiencies as well as a timeline of how they expect to be ready for the first day of school. Bidder will identify to the District the Bidder's intent to operate these routes as unpaired routes or paired routes with those of another District.
5. At the Districts' discretion, Contractor will assist with the deployment of route planning software at the District, such as Versatrans, including, but not limited to, providing necessary route data.
6. If requested by a District it will be the responsibility of the Contractor to establish routes, stop sequences and pick-up times in a manner that will provide

the most cost effective and efficient service to the students, with the approval of the District. Vehicles shall be scheduled to arrive no less than ten (10) and no more than fifteen (15) minutes prior to the start of the school's schedule. Vehicles shall be scheduled, when possible, to arrive at the schools no less than five (5) minutes prior to dismissal and shall depart as soon as all students have boarded the bus, delivering passengers to their respective bus stops within the times set forth above. Preliminary routes shall be established no later than August 15 of each school year. Final routes shall be established no later than three (3) days prior to the start of the school year. The Contractor shall provide the District with updated route maps at least five (5) working days prior to the start of school and if requested within five (5) working days of the start of second semester.

7. The District reserve the right to revise the routes and schedules to be followed and to make changes therein from time to time in order to best meet its needs. The District shall notify the Contractor whenever changes are necessary in routes or time schedules and the Contractor shall adjust its operations to incorporate such changes within three (3) business days after notice is received from the District. The District shall have the right to change the start and end times for their respective school days and programs from year-to-year.
8. All routes are to be followed according to the established schedules and established estimated times. In the event that bad weather, road conditions or other emergency makes it impossible or impractical to follow the scheduled route, temporary alternate routes may be established by the District and the Contractor to insure that all students on the affected routes are provided transportation service with a minimum of inconvenience. It will additionally be the responsibility of the Contractor to notify the District promptly and in advance of any such route/schedule changes. The District shall be responsible for informing all parents of changes in scheduled pick-up and drop-off times. The District may require the assistance of the Contractor in contacting parents for such changes.

The final established bus routes will be followed exactly by the bus driver. Any changes that are presented to a driver by a parent or member of the community will be referred to the District for a decision. Any changes the driver feels should be made for convenience must be approved by the District.

9. No changes, alterations or modifications of established routes, scheduled stops, or times may be made independently by the Contractor. Any such changes will be made mutually by the District and the Contractor when it is determined they will add to the safety or convenience of the students. The Contractor is encouraged to review on an ongoing basis, established routes, stops and times and make suggestions which may result in more efficient service to the students. The District retain the right to reduce/increase the number of routes.



10. Contractor shall continuously monitor construction projects within the boundaries of the District and shall communicate the anticipated and actual effects of construction projects to the District. When necessary due to street closures or extensive delays, Contractor shall recommend route changes to the District.
11. The Contractor shall cooperate with the District in the dissemination of any pertinent information affecting the transportation program or the patrons of the District.

E. Bus Drivers:

1. In each of Contractor's employees' positions which require contact with the students, the Contractor shall only employ persons who have successfully passed the Illinois Criminal Background and Investigation check as required by law. The Contractor will establish a procedure to insure that criminal background checks are on file and available to the District upon request.
2. Each driver shall undergo a drug test as a part of his or her physical exam for each initial permit and each permit renewal. A positive test result shall disqualify a driver from providing service to the District. Post accident testing is required. All drug and alcohol testing procedures shall be in strict compliance with State and Federal regulations.
3. The abstract of the driving record of each driver shall be obtained annually from the Secretary of State, subject to District review if requested.
4. The cost of all testing and background checks shall be paid for by the Contractor.
5. The District reserve the right to require the removal or transfer of any driver or aide, as determined solely by the District, when such driver or aide violates health requirements, or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students. District reserve the right to require a change in assignment of a particular bus driver.
6. All drivers must participate in an orientation session scheduled and conducted on an annual basis as requested by the District and or Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education. Drivers will be required to perform a test run of their routes without students during the week prior to the start of school. This shall be at no additional cost to the District.
7. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age, fully licensed as a school bus driver by the

State of Illinois. All drivers - including substitute drivers - must be thoroughly familiar with the areas and routes he/she is to cover. The use of any assistant under the age of twenty-one (21) years requires the written approval of the District representatives.

8. The Contractor shall comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor in the transportation operations.
9. The Contractor shall instruct its employees to abide by the policies, rules and regulations, with respect to use of Districts' premises, as established by Districts. The Contractor shall include with this bid a list of its personnel policies.
10. The Contractor shall maintain a sufficient (10% margin over the regular scheduled drivers for daily routes) number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent.
11. In the event of the removal or suspension of any employee, the Contractor shall immediately replace the employee without disruption in service. The Contractor shall immediately comply with the request of a District for the removal of a driver from performing services for the District.
12. Contractor's Driver Qualifications and Information Requirements. Contractor shall maintain and supply the following records and information and will be provided to District upon request:
  - a. Name: first, middle and last
  - b. Valid permit number for drivers of school buses
  - c. Proof of completion of the Illinois School Bus Driver Instructional Program and date of completion for school bus drivers
  - d. Health certificate and date issued
  - e. Driver's license number and date of expiration
  - f. Evidence of freedom from tuberculosis
  - g. Proof of age
  - h. Proof of drug testing
  - i. Proof of an Illinois criminal background and investigation check
13. Contractor will provide the District each year and within 10 days of the first day of the regular school year a list of the names of all drivers who will be operating a bus for the District and a copy of each driver's school bus driver permit.
14. Drivers shall supervise the loading and unloading of their vehicles.

15. Drivers shall not permit more passengers to occupy the bus than there are seats available and shall not permit passengers to stand while the bus is in motion.
16. Drivers shall be responsible for seeing that each student possesses a valid bus pass if required by the District. However, a driver may permit a student to ride without a pass for that day if the driver is satisfied that the student has lost or misplaced the pass or is entitled to, but not yet issued, a pass.
17. Drivers shall not smoke on the bus nor permit students to smoke or cause disturbances on the bus. The use of alcohol or being under the influence of alcohol by any employee of the Contractor while performing the terms of the Contract is prohibited.
18. Drivers shall, when a student causes an undesirable situation, ask for the student's pass in order to identify the student. Driver shall complete the form provided by Contractor to report problems and return the completed form to Contractor supervisor. The form is to be given to both the Dean of Students or Principal at the respective school and the District's Transportation Coordinator. After disciplinary action has been decided by the District, the school will return form to Contractor and driver will receive a copy.
19. All drivers, regular or substitute shall have in their possession while driving a route and up-to-date map of the route they are driving with hazards indicated.
20. Drivers should follow the prescribed routes as closely as possible, as to loading or unloading at each stop within the estimated times. This provision shall have no application in the event of an emergency or an act of God.
21. Drivers and all other persons coming into contact with students must be able to communicate effectively in English both orally and in writing.
22. Whenever a regular driver is not working because of a planned absence or sick leave of more than two days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver.
23. Drivers may not use cell phones while driving the bus.
24. Drivers shall limit their conversation with non-transported individuals to greetings, policy applicable to students, parents and guardians, and to any language related to the transport of students. Drivers shall under no circumstances discuss the internal operations of the Districts or the Contractor or any issue concerning any change/modification to a route with those who are not employed by either entity.

25. If requested by the District, Contractor shall use the same bus driver for the morning and afternoon legs of each route.

It is essential that students be transported to and from school regularly, promptly, safely, and without interruption or incident and that the safety of the students in such transportation shall take precedence over the interest of the Contractor, drivers, or the Districts. It shall be a primary obligation of the Contractor to operate its affairs so that the Districts will be assured of this continuous and reliable service.

#### VII. FUEL AND FUEL COSTS:

All cost of operation, including repair, maintenance, fuel and cleaning shall be the sole financial responsibility of the Contractor.

It is the responsibility of the Contractor to provide the necessary storage tanks and dispensing equipment to accommodate the fuel necessary for the operation of the transportation services.

The Contractor must agree to assume all responsibility relating to management of underground storage tanks ("UST") for the Contract. The Contractor shall assume all responsibility for testing and record keeping requirements relating to the USTs required by the Illinois Underground Storage Tanks Act and its implementing regulations and the regulations of the United States Environmental Protection Agency governing USTs located at 40 CFR Part 280, as such statutes or regulations may from time to time be amended. The Contractor shall keep the District informed on a regular basis of its compliance with all record keeping and testing requirements imposed by said statute and regulations.

The Contractor further assumes responsibility for all cleanup costs and liability arising out of a spill, risk or a leak. The Contractor agrees to indemnify, defend and hold harmless the District, their Board of Education, the Boards' predecessors, successors and assigns and its past, present and future Board members, individually and jointly, officers, employees and agents and each and every one of them of and from any and all claims, debts, dues, demands, liens, obligations, fees, including but not limited to attorneys' fees, actions or causes of action of every kind or nature at law or in equity, whether known or unknown, anticipated or unanticipated against the District arising or growing out of Contractor's operation and use of underground storage tanks.

#### VIII. APPLICABLE LAWS:

Contractor shall ensure that all transportation services, vehicles, and personnel comply with each and every rule, regulation, and statute of the federal government, State of Illinois, Illinois State Board of Education, North Cook Intermediate Service Center and Regional Office of

Education, and each local municipality in which the vehicles will be operated. The following laws must be complied with, but are identified for reference only, and in no way is this list to be considered of all applicable laws:

1. Illinois Human Rights Act
2. Equal Opportunity Act
3. Illinois Criminal Code
4. Americans with Disability Act
5. The Illinois School Code
6. Illinois Motor Vehicle Code

IX. REPRESENTATIONS OF THE CONTRACTOR:

- A. The Contractor has represented with the submission of its bid and hereby again represents to the District that the following facts and circumstances are true:
1. That the Contractor knows the scope of the Contract, has completely reviewed the general and specific conditions and requirements of the Bid Specification, and is aware of all applicable laws and their requirements.
  2. The Contractor has the necessary equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the Contract in accordance with the Bid Specifications and applicable laws.
  3. The Contractor acknowledges that the District cannot determine in advance the exact number and location of students to be transported pursuant to this Contract since school enrollment and placements fluctuate from year to year.
  4. The Contractor acknowledges that his bid was based upon an estimate of the number of students and their location and that the actual list of no less than ninety percent (90%) of the students to be transported will be provided by the Districts, no later than August 15 prior to the start of school.
  5. Contractor has been a prime carrier of students for various School Districts of comparable size.
  6. The remaining representations set forth in the Contractor's resume submitted with the Contractor's bids are incorporated herein as though set forth in full.
  7. Contractor represents and covenants that no official, employee or agent of the District (1) has been employed or retained to solicit or aid in the procuring of this contract; and (2) will be employed or otherwise benefit from this contract without the immediate divulgence of such fact to the District.

8. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to the Illinois School Code, a criminal background and investigation check.

B. Districts' Reliance

The District has relied upon the Contractor's representations, resume and financial condition letter submitted with, and after the bid in entering into this contract with Contractor.

X. INSURANCE REQUIREMENTS:

A. Insurance Policies:

Contractor will carry, pay for and keep in force during the term of this contract and any extension thereof, in companies licensed to do business in Illinois with an A. M. Best rating of "A" and satisfactory to the Districts, Commercial General Liability and Commercial Automobile Liability insurance policies (including physical damage) in minimum amounts of insurance as follows, per 625 ILCS 5/12-707.01:

1. Combined single limit bodily injury and property damage coverage of \$2,000,000 for each occurrence and \$1,000,000 in the aggregate.
2. Excess umbrella liability damage coverage of \$5,000,000 for each occurrence.
3. Medical payment limits of \$10,000 each person, each occurrence.
4. Uninsured and underinsured motorist protection limits of statutory requirements.

Such insurance shall name the Districts as an additional insured on a primary and noncontributory basis and in addition, such coverage shall insure members of the Boards of Education, officers, employees and agents in all of their official capacities, and other persons, firms or corporation as the Districts from time to time may direct for claims arising out of performance of this contract. Contractual liability shall be provided under the Comprehensive General Liability policy to include the Hold Harmless Agreement set out in Paragraph B of this Section.

A certificate of insurance and Riders evidencing the Districts' insured status shall be provided to the District within thirty (30) calendar days of bid award evidencing this coverage and must include requirement of a thirty day cancellation notice to the District.

B. Hold Harmless Agreement

Contractor shall indemnify, hold harmless and defend the District, members of the Board of Education, officers, employees, and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, injuries, losses, costs,

expenses, and attorneys' fees, in any manner caused by, arising from, incident to, connected with, or growing out of the operation of buses or services provided under performance of this transportation contract and for the negligent, willful or intentional conduct of Contractor, its employees and agents.

C. Workers' Compensation

Contractor will maintain policies of insurance in companies satisfactory to the District covering Workers' Compensation including Occupational Diseases, with Statutory Limits as provided by the laws of the State of Illinois or any other state which might take jurisdiction.

Contractor agrees to waive any limitation of liability defense based on workers/workmens' compensation and benefit laws for any claim made by one of Contractor's employees against the Districts.

D. Custody of Insurance Policies

Contractor shall present all policies or exact copies of original policies to the District for insurance required herein for approval and safekeeping during the life of this transportation contract.

E. Termination

Each insurance company must agree not to terminate their coverage without at least thirty (30) days written notice to the District and Contractor and to include this clause in the insurance policy. In such case of termination, Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten days prior to the termination of the original policy.

XI. CONTRACT RATES:

A. Special Education Route Rates

The Special Education Route Rate shall include pick-up and delivery prior to the commencement of classes in the morning and pick-up and delivery at the conclusion of classes in the afternoon. A list of the estimated requirements for special education route transportation which shall be applicable to this contract for the 2019-20, 2020-21, 2021-22 school years is attached hereto and incorporated herein by reference as Exhibit B.

The Mid-Day Kindergarten Route Rate shall include the route's departure from the school(s), drop-off of morning students, pick-up of afternoon students and drop-off at the school(s).

C. Payments

The District shall be responsible for payment to Contractor for only those routes which are actually operated.

D. Route Rates

Annual route rates shall become effective on August 1 of every year starting with August 1, 2019.

XII. PAYMENTS

The Contractor will submit invoices on a monthly basis to the District for payment of the cost of such District's transportation routes. Each invoice will detail the routes completed as well as any credits to be applied to the invoice amount. All invoices will be paid in accordance with the Illinois Local Government Prompt Payment Act.

XIII. PUPIL SAFETY AND DISCIPLINE:

A. The ultimate responsibility and authority with respect to all disciplinary problems, suspensions or expulsions of any student from transportation services hereunder shall rest with the Districts' Administration or School Board. The Contractor's drivers are responsible only for such discipline required to properly operate the bus. Each driver shall handle all disciplinary matters in strict accordance with Districts' policies. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other students and then only after radio notice to the Contractor's terminal and the pupil's building administrator. All discipline problems shall be reported in writing. Further administrative procedures and regulations will be established cooperatively between the District and the successful bidder.

1. All vandalism damages to the Contractor's equipment or facilities will be the responsibility for the Contractor; however, the District will assist the Contractor in receiving restitution for damaged equipment.
2. The Contractor shall provide to the District a summary of disciplinary reports completed by drivers and those submitted to an administrator for action.
3. Each driver shall observe all state and local traffic regulations including, but not limited to, those contained in the Illinois Motor Vehicle Code.
4. Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses as outlined in State and Federal statutes and guidelines.



5. The Contractor shall notify the District, as quickly as possible in the event of an automobile collision or other incident. Contractor's first priority, however, is to see that the children involved are cared for. Contractor will supplement the phone notification with a written report to the District involved.
6. The Contractor shall plan and administer a safety program in conformance with state laws and regulations; and such programs shall include, but are not limited to the following:
  - a. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations and safety.
  - b. All drivers must be evaluated after 30 days of employment and at least annually thereafter and must annually be given a review course on rules, regulations and safety.
  - c. Two bus evacuation drills must be held at each of our schools each school year. A bus should be available for an entire day for each drill Contractor will provide a qualified and competent trainer to conduct evacuation drills. This will be provided at no cost to the District.
  - d. All bus routes, bus stops, operation of vehicles and driver activities must be conducted with the safety of the students as primary concern.
  - e. It will be mandatory that all employees participate in safety meetings throughout the year that meet State and Federal regulations.
  - f. All new drivers will be trained at a minimum of twenty (20) hours classroom and fifteen (15) hours "Behind the Wheel".
  - g. Contractor must have, on their payroll, a Supervisor who has as a primary duty, the responsibility for safety and safety related issues.

#### XIV. FORCE MAJEURE:

In the event Contractor is unable to provide transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or condition or cause beyond the Contractor's control, the Contractor's performance under this Agreement shall be excused, but only for the duration of such condition.

District shall have the right to take over the operation of the transportation if the Contractor is prevented from operating for the reasons described above, whether such vehicles are supplied by Contractor or District, and may operate such vehicles with properly licensed and qualified school employees or other contracted transportation providers, as District may deem appropriate until Contractor is able to resume its regular operations. District shall pay to Contractor for the use of such vehicles, the compensation which would be due in accordance with the agreement had Contractor operated such vehicles, less all expenses and costs incurred by the District in securing the services of operating personnel and other such costs of operation, including any applicable insurance premiums and bonds; provided, however, that District's deduction of such costs and expenses shall not exceed the difference between the total

compensation paid to Contractor for such vehicles less Contractor's fixed costs of operation. Contractor shall be responsible in assisting District in providing non-disruptive transportation services.

## XV. CREDITS

### A. Missed Routes

If for any reason Contractor fails to provide an approved bus for any regular route or portion of a regular route, the District will be given a credit of 100% of the route rate for the bus(es) not provided.

### B. Combination Routes

When a regular route or portion of a regular route is temporarily combined Contractor shall forfeit 50% of this base rate for each route or routes affected.

### C. Late Routes

A credit of 50% of the regular route rate will be given to the District for each morning portion of a regular route which is completed more than fifteen (15) minutes after the starting time and for each afternoon portion of a regular route or an activity route which is started more than fifteen (15) minutes after scheduled departure time, unless the delay is caused by accident, extreme weather conditions or a school charter run which interferes with a regular route.

### D. School Closings

A credit of 100% of the regular and activity route rates will be given to the District for all regular and activity routes cancelled due to school closings.

## XVI. NON-COMPLIANCE AND CANCELLATION

### A. Non-compliance

Noncompliance is defined as, but not limited to, the failure by Contractor to transport students on a route or routes as contracted or as requested in accordance with the terms of this contract or the failure to make changes to routes as specified and directed by the District in accordance with the terms of this contract.

### B. Automatic Credit

Should the District find Contractor in noncompliance with any provision of this contract, on a route or series of routes, the District shall receive a credit equal to an additional 25% of the base rate for each route or routes affected. This penalty shall be reflected in the first payment due following non-compliance.

### C. Automatic Credit

Should Contractor fail to remedy the non-compliance within 24 hours of telephone notice by the District, a credit of 100% of the routes will be given to the District for all routes not provided by Contractor due to noncompliance. An additional credit to the

District equal to 25% of the base route will be applied to the District's next billing cycle. Should Contractor fail to remedy the non-compliance within 48 hours, a credit of 100% of the routes not provided by Contractor due to non-compliance plus an additional credit to the District of 100% of the base route will be applied to the District's next billing cycle.

District may cancel the affected route or routes and subcontract them to a third party. Contractor shall remain liable to the District for all costs in excess of the costs that would have become payable to the Contractor had the route or routes not been cancelled and/or subcontracted until the end of the contract.

D. Termination

In the event that Contractor at any time fails to comply with, fully perform or strictly adhere to any covenant herein contained to be performed by Contractor or its agents or employees, the District shall give notice in writing to Contractor of such failure.

In the event that Contractor does not remedy such failure to comply within twenty-four hours of receipt of such notice, or in the event that Contractor shall at any time, except because of weather, fail to furnish at least ninety percent of the fully equipped and operating vehicles required by this contract for a period of twenty-four hours; then at the option of the District, this contract may be terminated by delivery to Contractor of written notice of such election to terminate.

If this contract is terminated in accordance with any of the foregoing provisions, all of Contractor's rights shall cease and execution of the Performance Bond or Guarantee of Performance will be implemented. Contractor shall remain liable for all costs to the District for vehicle transportation until the end of the contract in excess of the cost that would have become payable to Contractor had the route or routes not been cancelled and subcontracted.

In the event of termination the District reserve the right, to arrange for the transportation of students itself or to enter into a contract with another person, firm or corporation, or to do any other act or thing necessary to ensure continuity in the transportation of students. In the event of any such termination, the School shall retain any other rights or remedies it may have against the Contractor and its surety, including but not limited to, recovering damages for breach of contract and recovery under the surety bond required under this contract.

The District may, upon written notice to the Contractor, terminate the Contract in the event that Contractor, its agents or employees, at any time fail:

- a. To comply with any condition of this Contract which is not remedied within 24 hours of notice by the District.
- b. To operate ninety-five percent (95%) of all routes on schedule.

- c. To persistently fail to comply with any condition of this Contract, in such case its additional notice and opportunity to cure is required to be provided to contractor, or
- d. To provide services due for required conditions listing 30 days or more.

#### XVII. REASSIGNMENT OF RIGHTS

Contractor agrees not to reassign or sell any right to this contract to another party or parties without prior written approval from the District. Such action without written approval shall invalidate this contract.

#### XVIII. CONTRACTUAL CHANGES

The contractual rates based on these specifications may be negotiated if the District approves a significant change in the length of the school day or year or experiences a significant unanticipated increase or reduction in student enrollment or request for transportation service or other schedule change requiring drivers to be available beyond their normal working hours or otherwise.

#### XIX. CONTRACTOR NOT DISTRICT AGENT

Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing transportation services for the District.

#### XX. GENERAL PROVISIONS

##### A. General Contract

This contract constitutes the entire agreement between the District and the Contractor and may not be changed, extended, extended orally, or by cause of conduct. It is further agreed between the District and the Contractor that the Exhibits, attachments and clauses attached are hereby in all respects made a part of this contract.

##### B. Bid Conditions

1. The bid shall be based on the terms and conditions contained in the bid documents which shall include this Agreement and all exhibits attached and incorporated hereto by reference.
2. The submission of a bid by a Contractor will be construed as an indication that he is fully informed as to the extent and character of the service and materials required and can offer the services and materials satisfactorily in compliance with the specifications. The items and criteria set forth herein are minimal standards and statements, and shall be provided for in bid submissions and contractual arrangements.

3. The bid of the lowest, responsible, responsive bidder complying in all respects with these conditions and all specifications is normally accepted. The Board reserves the right to reject any and all bids or any part thereof, to waive immaterial technicalities in the bidding, and to accept the bid deemed most favorable to the Board after all bids have been examined and evaluated. Board of Education decisions are final in all instances and not subject to recourse. All bidders will be notified on the results of Board of Education actions.
4. All services will be awarded on the basis of price, and quality, as determined by the Board of Education.
5. The Bidder should comply with the Insurance requirements as stated herein.
6. Delivery of the Bid must be made as specified on the dates indicated in the Specifications and Bid Form.
7. Certification must be made, by an authorized person, that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotating.
8. The price specified in the bid should be clearly shown for each separate item in the space provided on the bid form. The total price for the quantity requested should also be shown.
9. Bidders must be in full compliance with all provisions of the acts of the General Assembly of Illinois relating to employment, including equal employment opportunity requirements.
10. Bidder shall agree to comply with the provisions of the Occupational Safety and Health Act of 1997 and the standards and regulations issued there-under as applicable, and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
11. Bids received after the time specified in the invitation to bid will not be considered.
12. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes for the Federal, State, County and other local government agencies, which may in any manner affect the preparation of bids or the performance of the contract.
13. Award will be made based on official District documents. Bidder's forms are not acceptable and cannot be used.

14. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/2-10).
15. The Board is exempt from paying Federal Excise Taxes (26 U.S.C. § 4221, sub G).
16. In computing transportation costs, bidders should not include any federal transportation tax because the Board is exempt.
17. It shall be mandatory that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that he will comply with all provisions of the Illinois Fair Employment Practices Commission as required by the Rules and Regulations for Public Contracts.
18. The Bidder shall comply with all Federal, State and local laws and regulations pertaining to wages and hours of employment all personnel employed by the Bidder. To the extent required by law, Bidder shall comply with the Illinois Prevailing Wage Act.
19. Each bidder shall provide to the Board a set of qualifications as set forth in the instruction to bidders and bid specifications, along with references including a "history" of service to Illinois public school systems.
20. These documents shall constitute the entire agreement between the parties upon award of the contract. No change in, addition, or waiver of terms, conditions, and specifications shall be binding on the Board of Education unless approved in writing by the Board. Any change, addition, or amendment of the terms shall be tendered in the bid envelope with an explanation of the proposed change.

C. Interpretation and Errors

If any person(s) contemplating a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, he/she may submit to the CCSD 21 Director of Business Services a written request for interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the CCSD 21 Director of Business Services. A copy of such addendum will be e-mailed to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his bid. Oral explanations will not be binding.

D. Performance Bond Requirements

On or before August 1 of each school year during the term of this Contract, the Contractor shall furnish to the District an annual contractor's performance bond in the amount of one hundred percent (100%) of the respective year's contract price which, for the first contract year will be calculated based upon the Contractor's bid process as set forth in this Contract, and written with a corporate surety acceptable to the respective District and rated "A10" or better in the then current edition of Best's Key Rating Guide. The bond shall be conditioned upon the faithful performance by the Contractor of the terms and provisions of the Contract entered into with each District during the school year, by reference to this Contract in the bond. Failure to provide the bond on the specified dates will result in liquidated damages, which all parties agree to be a fair estimate of damages incurred by the District as a result of the Contractor's failure to provide the bond and such liquidated damages shall be assessed against the Contractor in the amount of per diem of the yearly annual contract cost being assessed.

E. Bond Premiums

The bond premium shall be paid by the Contractor and included in the cost of the Contract.

F. Bid Deposit/Bonds

Bid bonds by a surety rated "A10" or better in the current edition of Best's Key Rating Guide of at least ten percent (10%) of the first year contract price for each District shall be provided with this bid.

XXI. INDEPENDENT CONTRACTOR STATUS

It is understood, acknowledged and agreed by the Parties that the relationship of Contractor to the Districts arising out of this Contract shall be that of an independent contractor. Neither Contractor nor any employee or agent of Contractor is an employee or agent of the District and therefore, is not entitled to any benefits provided employees of the District. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the District for any purpose. Neither Contractor nor any person engaging in any work or services related to the Contract at the request or with the actual or implied consent of Contractor may represent himself to others as an employee of the District. Should any person indicate to Contractor or any employee or agent of Contractor, by written or oral communication, course of dealing, or otherwise, that such person believes Contractor to be employee or agent of the District, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services for the location, Contractor shall do so in Contractor's own business name and not in the name of the District.

A. Recordkeeping

1. Contractor shall keep complete and accurate records of the mileage for which the Contractor charges the District and of the reports which the Contractor prepares for the District pursuant to this Contract. The Contractor shall maintain

such records as the District may need to verify mileage, including records indicating the number of runs for vehicles used for purposes other than this Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. Contractor shall provide the District access to such records upon a request by the District.

2. The District shall have the right to audit the mileage records and examine the reporting records in a manner which does not unreasonably interfere with the conduct of Contractor's business. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days of notice of the excess to Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, Contractor shall pay to the District all reasonable costs connected with the audit; including, but not limited to, wages of its staff and accountants' fees and attorney's fees. Contractor shall fully cooperate with all personnel authorized by the District to conduct any audit.
3. The Contractor shall retain such records for a period of three (3) years plus the current year. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the resolution of the issues raised by the audit. Such records must be available, for a period of three (3) years from the date of receipt of final payment under the Contract, for inspection and audit by representatives of the District.

## XXII. PUPILS TO BE TRANSPORTED AND OBLIGATIONS

It is to be clearly understood that complete reservation is made by the District to increase or decrease the number of vehicles as needs dictate, as well as adding or deleting locations as needs dictate, and by presenting his bid, the Contractor is willing to comply with this provision.

Information to assist in determining routes will be provided at the mandatory pre bid meeting.

Contractor represents that any student information provided by the District will be kept strictly confidential and only be used for purposes as authorized by the District.

## XXIII. COMPLIANCE AND CANCELLATION

### A. Cancellation and Performance

1. In addition to any termination provisions set forth elsewhere in these specifications, the District may also terminate this Contract prior to its expiration under any of the following circumstances:



- a. In the event Contractor shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the petition shall not have been dismissed within ten (10) days of such filing, the Contract shall automatically terminate.
  - b. Should the Contractor abandon or neglect the service, or if at any time the District are convinced that the service is unreasonable or that the conditions of the Contract are being violated, executed carelessly, or in bad faith, he may notify the Contractor in writing, then, and in that case, the Contractor shall discontinue all work under the Contract and the District shall have full authority to make arrangements for the reassignment of the special education student transportation Contract.
2. The District shall be entitled to recover reasonable attorney's fees and costs of suit in the event legal action becomes necessary to enforce any of the terms and provisions of this Agreement.

Any notices sent pursuant to this Contract shall be sent by certified mail, return receipt requested, addressed as follows:

Dan Oberg, Director of Business Services  
Community Consolidated School District 21  
999 West Dundee Road  
Wheeling, Illinois 60090

Such notice shall also be deemed served on the date of receipt.

B. Miscellaneous

1. The District recognize that the Bidder is an expert in the manner in which the work under this Contract is to be performed, and expects Bidder to perform all work in accordance with the standards required by such expertise.
2. Contractor shall have no authority or power to sell, transfer or assign this Contract or any interest therein, nor any power or authority to permit any other person or party to have any interest or use any part of the Districts' property covered by the Contract, for any purpose whatsoever, without the prior written consent of the District, it being the intention of this Contract to grant the right and privilege solely to Contractor and neither directly or indirectly to any other party.
3. The bus stops, routes and schedules of the District are incorporated and made a part of this Agreement by reference herein.

4. The specifications and bid documents identified herein constitute the entire agreement between the District and the Bidder.
5. All payments will be made by the District in accordance with the ILGPRA after receipt of detailed invoices for charges, submitted by the Contractor not more frequently than monthly. Payments on any invoice shall not prevent the District from making claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in the State of Illinois courts, Cook County, Illinois.
7. The validity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

## EXHIBIT A

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn, on oath that (s)he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

(S)He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
*Bidder or Agent*

For \_\_\_\_\_  
*Firm or Corporation*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My Commission Expires:

Signature of Notary Public:

## EXHIBIT A

### CERTIFICATE OF ELIGIBILITY TO BID

\_\_\_\_\_ (Contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF CONTRACTOR/COMPANY

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
NAME OF OFFICER (Typed)

\_\_\_\_\_  
SIGNATURE OF OFFICER

**EXHIBIT A**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE  
ACT**

BUSINESS NAME: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

The undersigned Contractor hereby certifies (check the one that applies):

\_\_\_\_\_ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313).

\_\_\_\_\_ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313) that the bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certify that the bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name of Signer)

\_\_\_\_\_  
(Typed or Printed Title of Signer)

ATTEST:

\_\_\_\_\_  
(If a corporation)

\_\_\_\_\_  
(Typed or Printed Name of Signer)

\_\_\_\_\_  
(Typed or Printed Title of Signer)

\_\_\_\_\_  
Date

## EXHIBIT A

### CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

\_\_\_\_\_(Contractor), does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that (he, she, it) has adopted a written sexual harassment policy that includes at the minimum the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human rights Act.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

# EXHIBIT B

## Estimated Special Education Transportation

School	School Address	Grade	Pick Up Street	ACCOMMODATIONS	NOTES	2019-20 Per Route Rate	2019-20 Extended Amount (# routes x route rate x days)	2020-21 Per Route Rate	2020-21 Extended Amount (# routes x route rate x days)	2021-22 Per Route Rate	2021-22 Extended Amount (# routes x route rate x days)
KESHET DAY SCHOOL	3210 Dundee Rd, Northbrook, IL 60062	6	S. Elmhurst, Wheeling		Private school, out of district						
LAUREATE DAY SCHOOL	2525 E Oakton St # C, Arlington Heights, IL 60005	7	Glendale Rd, Buffalo Grove								
HAWTHORNE EARLY CHILDHOOD CENTER	200 Glendale, Wheeling, IL	-1	N Green Drive, Wheeling	Private Nurse will be riding with the student, Student in a Wheelchair	AM Session - M-F 9:00 am til 11:30am						
HAWTHORNE EARLY CHILDHOOD CENTER	200 Glendale, Wheeling, IL	-2	Marion Court, Wheeling	Private Nurse will be riding with the student, Student in a Wheelchair	AM Session - M-F 9:00 am til 11:30am						
HAWTHORNE EARLY CHILDHOOD CENTER	200 Glendale, Wheeling, IL	-2	Piper Ln, Prospect Heights		PM Session - M-F 12:15 pm til 3:30 pm						
NORTH COOK ACADEMY	2340 River Road, Des Plaines, IL 60018	8	Commanche Tr, Wheeling	School Start Time: 8:15 am School End Time: 2:05 pm							
RILEY ELEMENTARY SCHOOL	1209 E. Burr Oak Dr Arlington Heights, IL	K	Grey Avenue, Evanston								
HOLMES MIDDLE SCHOOL	221 S Wolf Rd, Wheeling, IL	6	Laurel Ct, Wheeling	Wheelchair bus							
					Totals						

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21  
999 West Dundee Road  
Wheeling, Illinois 60090

SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES BID  
**EXHIBIT C**

**USE THIS PAGE AND/OR A FACSIMILE OF TO PROVIDE A DESCRIPTION OF  
YOUR FACILITIES AND BUS MAINTENANCE PROGRAM**



**USE THIS PAGE AND/OR A FACSIMILE OF TO PROVIDE THE REQUIRED  
CONTRACTS AND REFERENCES INFORMATION**

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21

999 West Dundee Road

Wheeling, Illinois 60090

SPECIAL EDUCATION STUDENT TRANSPORTATION SERVICES BID

**EXHIBIT E**

**Addresses of Schools located within CCSD21 Boundaries and Potential Private Facilities**

**CCSD21 Location of Schools:**

**Elementary Schools**

Field Elementary School - 51 St. Armand Lane, Wheeling, Illinois 60090

Frost Elementary School - 1805 Aspen Drive, Mt. Prospect, Illinois 60056

Kilmer Elementary School - 655 Golfview Terrace, Buffalo Grove, Illinois 60089

Longfellow Elementary School - 501 S. Arlington Heights Road, Buffalo Grove, Illinois 60089

Poe Elementary School - 2800 N. Highland Avenue, Arlington Hts, Illinois 60004

Riley Elementary School - 1209 E. Burr Oak Drive, Arlington Hts, Illinois 60004

Tarkington Elementary School - 310 Scott St., Wheeling, Illinois 60090

Twain Elementary School - 515 Merle Ln, Wheeling, Illinois 60090

Whitman Elementary School - 133 S. Wille Ave, Wheeling, Illinois 60090

**Elementary Schools Bell Schedule:**

- Start - 9:00 AM
- Release - 3:30 PM
- AM K Start - 9:00 AM
- AM K Release - 11:30 AM
- PM K Start - 1:00 PM
- PM K Release - 3:30 PM
- Frost AM K Release - 12 PM
- Frost PM K Start - 12:30 PM

**Hawthorne Early Childhood** - 200 Glendale Street, Wheeling, Illinois 60090

**Hawthorne Bell Schedule:**

- AM PK Start - 9 AM
- AM PK Release - 11:15 AM
- PM PK Start - 1:00 PM
- PM PK Release - 3:30 PM

## COMMUNITY CONSOLIDATED SCHOOL DISTRICT 21

999 West Dundee Road  
Wheeling, Illinois 60090

### **Middle Schools**

Cooper Middle School - 1050 Plum Grove Circle, Buffalo Grove, Illinois 60089

Holmes Middle School - 221 S. Wolf Road, Wheeling, Illinois 60090

London Middle School - 1001 W. Dundee Road, Wheeling, Illinois 60090

### **Middle Schools Bell Schedule:**

- Start - 8:30 AM
- Release - 3:30 PM
- AM Activity Start - 7:30 AM
- 1st PM Activity Release - 4:30 PM
- 2nd PM Activity Release - 5:15 PM

### **Potential Private Facilities**

Keshet Day School - 3210 Dundee Road, Northbrook, IL 60062

Laureate Day School - 2525 E Oakton St # C, Arlington Heights, IL 60005

North Cook Academy - 2340 River Road, Des Plaines, IL 60018

New Connections - 865 Wilmette Rd, Palatine, IL 60074

New Hope Academy - 6289 W Howard St, Niles, IL 60714