

REQUEST FOR BIDS
INDIVIDUAL AND SMALL GROUP TRANSPORTATION
SERVICES FOR STUDENTS

Township High School District No. 113

1040 Park Avenue West

Highland Park, Illinois 60035

www.dist113.com202

ADVERTISEMENT FOR BIDS
BOARD OF EDUCATION OF
TOWNSHIP HIGH SCHOOL DISTRICT NO. 113
FOR INDIVIDUAL AND SMALL GROUP TRANSPORTATION SERVICES FOR
STUDENTS

The Board of Education (“Board of Education”) of Township High School District No. 113, Lake County, Illinois (“District”), will receive bids for individual and small group transportation services for students. An award, if made, will be in accordance with the Request for Bids. All bids must be submitted no later than 10:00 a.m. on April 29, 2024, at which time they will be opened and read aloud at the District administration office at 1040 Park Avenue West, Highland Park, Illinois 60035. Interested bidders may find the bid documents on the District’s website, www.dist113.org, or contact the District via email at pnedza@dist113.org.

Bids must be submitted in a sealed opaque envelope marked, “Sealed Bid for Individual and Small Group Services for Students for Township High School District No. 113,” with the bidder’s contact information on the outside of the envelope. Bids are to be addressed to:

Pete Nedza, Procurement Manager
Township High School District No. 113
1040 Park Avenue West
Highland Park, Illinois 60035

Questions regarding this bid should be submitted in writing by sending an email to Pete Nedza at pnedza@dist113.org, no later than 9:00 a.m. on April 25, 2024.

The Board of Education reserves the right to reject any or all bids received whenever such rejection is in the interest of the District and reserves the right to waive any irregularities. The Board of Education also reserves the right to reject the bid of a Bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the contract.

**BID SUBMISSION FORM
INDIVIDUAL AND SMALL GROUP TRANSPORTATION SERVICES
TOWNSHIP HIGH SCHOOL DISTRICT NO. 113**

The District is seeking contracts with transportation contractors to provide as-needed individual and small group transportation services for students. Due to capacity limitations, the District anticipates that multiple Contractors will be required to fulfill all of the District’s needs. Bidders are invited to submit a bid even if they can only provide a limited number of routes. Being awarded this Contract is not a guarantee of being assigned a minimum number of routes.

Part/Line	Description	Trip Charge (for less than 5 miles)	Per mile rate (for mileage after 5 miles)
A	Individual and Small Group Routes		
1	Passenger Car (Sedan/Taxi)	\$	\$
2	Passenger Van (10 or fewer passengers)	\$	\$
3	Bus or other permitted vehicles allowing 11 or more passengers	\$	\$
B	Add on Pricing		
1	Per Aide (per hour)	\$	
2	Car Seat / Booster (flat rate per route)	\$	
3	Harness (flat rate per route)	\$	
4	Wheelchair rates	\$	
5	Wait time (in 15-minute increments)	\$	

Signature Page Follows

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his/her/its bid is in compliance therewith.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

**Subscribed and sworn to before me
this ___ day of _____, 2024.**

Notary Public:

BID CONDITIONS

1. DEFINITIONS

- 1.1 “BOARD” or “DISTRICT”: The Board of Education of Township High School District No. 113, Lake County, Illinois.
- 1.2 “BID DOCUMENTS” include:
 1. Advertisement for Bids
 2. Bid Submission Form
 3. Bid Conditions
 4. Bid Specifications
 5. Contract
 6. Exhibit A – References
 7. Exhibit B – Route Information
 8. Addenda, if any
- 1.3 “CONTRACTOR(s)”: The successful bidder(s).

2. FORM OF BID

- 2.1 Bid Submission: The Bid Submission Form, the executed Contract, and all other documents required in the Bid Documents, must be submitted to the Administrative Office at 1040 Park Avenue West, Highland Park, IL, no later than 10:00 a.m. on April 29, 2024. The bid must be submitted in a sealed envelope addressed to Pete Nedza, Procurement Manager, and labeled “Sealed Bid for Individual and Small Group Services for Students for Township High School District No. 113.” The name, address, and phone number and a contact must be listed on the outside of the bid.
- 2.2 Alternate Bids: Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
- 2.3 Price: Your bid price must be as provided in the Bid Submission Form, except as provided herein. The District will reimburse the cost of tolls without mark up, upon proper documentation.
- 2.4 Qualification: The bidder shall submit with its bid all information requested in the Section 6 hereof.
- 2.5 Contract: The bidder shall submit a fully executed Contract with its bid on the form contained in the Bid Documents.

3. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF BID

- 3.1 A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of ninety (90) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board.
- 3.2 Late Bids: Bids received after the time specified in the Bid Documents will not be considered.

4. BIDDER REPRESENTATIONS

- 4.1 Complete Understanding: Each bidder warrants and represents that he or she has read and understands the Bid Documents.
- 4.2 Specifications: Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.3 Authorized Representative: Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
- 4.4 Bid Rigging and Bid Rotating: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing this Contract, the Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The Contractor agrees that if this certification is false, the Board may declare the Contract void. The Contractor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the Contractor is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.

5. AWARD

- 5.1 Award of Bids: Bids will be awarded by first considering the Bidder most able to provide safety and comfort for the pupils, stability of service, and any other factors set forth in the Bid Documents regarding quality of service, and then price.

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, nor other officer of the District are directly or indirectly interested in the bid or in any portion of the profits thereof.

- 5.2 Bid Reservation: The Board reserves the right to reject any or all bids received whenever such rejection is in the best interest of the Board and reserves the right to waive any irregularities. The Board also reserves the right to reject the bid of a Bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the Contract. The Board also reserves the right to award the bid to multiple bidders.
- 5.3 Interpretation of Bid Documents: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit a written request for interpretation to Pete Nedza, via email at pnedza@dist113.org, no later than 9:00 a.m. on April 25, 2024. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by the District. A copy of such addendum will be emailed to each person who has 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 or her proposal. Oral explanations or representations will not be binding. The submission of a bid by a Bidder will be construed as an indication that the Bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in strict accordance with the specifications.
- 5.4 No Modifications: Bidders must submit bids in strict accordance with the specification requirements. **BIDDERS MAY NOT SUBMIT CONDITIONAL BIDS OR MODIFICATIONS TO THE BID DOCUMENTS WITH THEIR BIDS. BIDS THAT ARE SUBMITTED WHICH DO NOT STRICTLY COMPLY WITH THE TERMS AND CONDITIONS OF THE BID DOCUMENTS SHALL BE CONSIDERED NON-RESPONSIVE BIDS AND REJECTED. MODIFICATIONS TO THE BID DOCUMENTS, IF ANY, SHALL BE DONE VIA AN ADDENDUM ISSUED BY THE BOARD. BIDDERS ARE NOT TO SUBMIT MODIFICATIONS TO THE BID DOCUMENTS WITH THEIR BID.** After the bids are opened, bids may not be modified in any way without the written approval of the District.
- 5.5 District Ability to Investigate: The District will make such investigation as necessary to determine the ability of the Bidder to fulfill bid requirements. Representatives from the District reserve the right to inspect the company's facilities and other transportation operations under its management prior to any award of the Contract.

- 5.6 Independent Contractor: The Contract is for furnishing regular education student transportation services. In performing the Contract, the Contractor is an independent contractor and is not an officer, member, agent or employee of the District.
- 5.7 Compliance with all Laws: The Contract shall be governed and construed in accordance with the laws of the State of Illinois notwithstanding its choice of law provisions. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Contractor shall comply with all applicable laws, regulations, rules and policies promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body, including the District, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the *Social Security Act*, *Occupational Safety and Health Act*, the *Consumer Product and Safety Act*, the *Illinois School Code* and the *Illinois Motor Vehicle Code*. 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.

Vehicles and personnel must be in compliance with all Federal and State laws, rules, regulations, and statutes applicable to the performance of student transportation services, including, but not limited to, the *Illinois School Code* and the *Illinois Vehicle Code*, and all policies, rules and regulations of the District, the State Board of Education, the Illinois Department of Transportation and, the State of Illinois Standards for School Buses, the regional office of Education and the local municipalities in which the vehicles will be operated.

Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices including the *Illinois Human Rights Act*. The Contractor shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. The Contractor further agrees that this Paragraph will be incorporated by the Contractor in all contracts entered into with suppliers of materials and services, subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

Further, by submitting a bid, the Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A (4) of the *Illinois Human Rights Act*, 775 ILCS 5/2-105A (4), and, in case the Contractor has twenty-five (25) or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the *Illinois Drug-Free Workplace Act*, 30 ILCS 580/3.

Contractor shall comply with all laws pertaining to student records and student confidentiality, including the *Illinois School Student Records Act* and the *Federal Family Educational Rights and Privacy Act*. All personally identifiable information and data relating to the District's students shall at all times be treated as confidential by Contractor and will not be copied, used or disclosed by Contractor for any purpose. Contractor shall, as soon as possible, make the District aware of any data breaches and assist the District with necessary notifications and reimburse the District for any costs incurred by the District. Upon the expiration or termination of this Agreement, Contractor agrees to promptly return to the District any and all school student records and personally identifiable information in Contractor's possession.

- 5.8 Record Keeping: The 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 the 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 the Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. The Contractor shall provide access to such records upon a request by the District. In addition, the Contractor shall provide monthly to the District detailed invoices including information on fuel surcharge amounts.

The District shall have the right to audit the mileage records and examine the reporting records. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days after notice of the excess to the Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, the 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 attorneys' fees. The Contractor shall fully cooperate with all personnel authorized by the District to conduct any audit.

The Contractor shall retain such records for a period of three (3) years plus the current year, from the date of receipt of final payment under the Contract, for inspection and audit by representatives of the District. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period and as long as required for the resolution of the issues raised by the audit.

6. BIDDER QUALIFICATIONS

- 6.1 Bids will be awarded by first considering the Bidder most able to provide safety and comfort for the pupils, stability of service, and any other factors set forth in the Bid Documents regarding quality of service, and then price. In determining the successful bidder, the Board will also consider the following non-exclusive factors:
- a. Financial stability of the bidder;
 - b. Adherence to transportation specification requirements;
 - c. Reputation and experience in school student transportation;
 - d. Location (addresses) and adequacy of facility from which the bidder will operate. Bidder must have a local office that is continuously staffed by an onsite general/relationship manager (primary point of contact for the District) capable of making daily decisions without further consultation, a driver/safety supervisor, operations manager, maintenance manager and adequate maintenance staff, dispatchers and/or clerical support as needed at all times when vehicles are in operation; and
 - e. Ability to appropriately staff routes, including substitutes. 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 schedules when a driver is absent.
- 6.2 The following minimum qualifications must be demonstrated by the bidder:
- a. Bidder must have a minimum of two (2) years' experience in the State of Illinois transporting high school children, which can be demonstrated to the satisfaction of the District.
 - b. Evidence of financial responsibility and financial capability to perform the contract.
 - c. Evidence of management experience and reliability in vehicle operations and transportation of school children.
 - d. Demonstrated ability and willingness to provide transportation vehicles equipped and maintained to provide safe, convenient, dependable, and comfortable transportation of children.
 - e. Bidder must currently operate an adequate operations and maintenance facility in an appropriate location, which will assure the proper performance of the contract.

- f. Bidder must show evidence of having employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet District requirements.

6.3 Each bid shall be accompanied by:

- a. A description of the bidder's present operations and a list of outstanding transportation contracts including the number of vehicles used.
- b. Relevant documentation of the bidder's safety record, including IDOT's most immediate report of accidents.
- c. A summary by narrative, brochure, chart or other means showing the bidder's qualifications, which may give the bidder the ability to satisfy all bid requirements.
- d. A current balance sheet and income statement prepared and certified by a Certified Public Accountant for the prior three years. The balance sheet and income statement must include applicable parent, subsidiary, or affiliated corporations.
- e. A listing of all contracts the bidder and bidder's parent, subsidiary or affiliated corporations have defaulted on within the past seven years. Default means any material breach of contract. List all defaults, including those that did not cause the contract to be terminated.
- f. A listing of any litigation filed by or against the bidder and bidder's parent, subsidiary or affiliated corporations in the past five years including the name and case number, court jurisdiction and summary of the case.
- g. A listing of references by completing Exhibit A hereto.
- h. Location of facilities to be used to provide services to the District.
- i. Copy of Bidder's current drug and alcohol testing procedures, which must be in strict compliance with State and Federal regulations.
- j. Copy of Bidder's current Personnel and Driver Policy and Procedures.
- k. Copy of Bidder's comprehensive safety program.

7. **MISCELLANEOUS**

- 7.1 **Taxes:** The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.
- 7.2 **Waivers:** The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
- 7.3 **Default:** If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default and shall be subject to any and all remedies available to the Board.
- 7.4 **Assignment:** The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
- 7.5 **Insurance:** Contractor shall provide, for and during the term of the Agreement, and any extension thereof, insurance with an insurance company acceptable to the District with an A.M. Best's rating of "A" or better, in the following minimum coverage limits:
- i. Workers' Compensation and Employers' Liability Insurance, \$1,000,000 or the amount required by Illinois law, whichever is greater.
 - ii. Commercial General Liability Bodily Injury and Property Damage (which shall include Sexual Abuse and Misconduct coverage), \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 - iii. EITHER
 1. Automobile Liability, \$2,000,000 combined single limit; or
 2. Primary Automobile Liability, \$1,000,000 and Commercial Umbrella Liability, \$5,000,000 per occurrence and in the aggregate, which shall follow the form of the Commercial General Liability insurance in all respects.

Provided, however, that such amounts are only minimums, and the required minimum amounts shall in no way limit any damages against the Contractor or serve to reduce access to insurance coverages above such minimums. Contractor shall name the District, its individual board members, employees and agents as additional insureds on a primary and noncontributory basis on all insurance required hereunder, with the sole exception being Worker's Compensation insurance. Contractual liability shall be provided under the Commercial General Liability policy to include the indemnification provisions set forth below. A certificate of insurance shall be provided to the District evidencing the coverage below and must include a requirement of a thirty (30) day cancellation notice. In

such case of termination of insurance coverages, the Contractor will provide evidence of new insurance as soon as possible, but not later than ten (10) days prior to the termination of the original policy. A waiver of subrogation must be included in favor of all additional insureds noted above. Also, an alternate employer endorsement naming the District must be included on the Worker's Compensation insurance policy. The Contractor shall provide copies of all required insurance policies and endorsements thereto to the District upon request.

- 7.6 Indemnification: The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the bidder or its employees, contractors, or agents; and (2) any breach by the bidder of the Bid Documents.
- 7.7 Criminal Background Checks: The Contractor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Contract are prohibited by law from being present on school and/or public property. In accordance with 105 ILCS 5/10-21.9, Contractor shall ensure that each individual performing services hereunder who will have direct, daily contact with students has authorized a criminal background investigation through the Board (or, in the discretion of the Board, through the Regional Office of Education) and a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (and, at the District's option, completed) prior to the individual commencing services. Such background investigations shall be performed at Contractor's expense. Contractor acknowledges that the provision of services under this Agreement is contingent upon the Board deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the Board. The Board will provide to the individual a copy of the background check results. The Board will notify the Contractor if the Board determines that any individual is not eligible to perform the services. Due to restrictions on disclosure of background check information, the District may not specify to Board the reasons for a determination of ineligibility of an individual.
- 7.8 Presence of Child Sex Offenders or Disruptive Persons on Board Property: The Contractor acknowledges that, pursuant to the *Illinois Criminal Code* (720 ILCS § 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Board. Child sex offenders found to be present

on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from the project of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or subcontractor.

- 7.9 Physical Fitness to Perform Job Duties: All employees of the Contractor or subcontractors for whom a criminal history records check is required must also provide the Board with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the Contractor or subcontractors, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.
- 7.10 Employment History Reviews: Contractor agrees to conduct Employment History Reviews for each driver assigned to transport District students and to otherwise comply with the requirements applicable to school contractors under 105 ILCS 5/22-94.
- 7.11 Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have,

to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.

7.12 Additional Provisions

- a. 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 the Contract.
- b. The validity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

BID SPECIFICATIONS

1. EQUIPMENT

All vehicles used by Contractor must at all times meet all applicable legal requirements, including the requirements set forth by the Director of Transportation, State Board of Education, Secretary of State, or Illinois Department of Transportation. All vehicles are subject to inspection by the Board. Such vehicles shall not be continued in use after being declared unsatisfactory or unsafe or in need of repair by any of the above named agencies, and shall not be returned to service until such unsafe conditions have been corrected. Any state inspection fees incurred in the periodic inspection of the vehicles herein described shall be at no cost to the Board. Contractor shall bear all labor costs connected with complying with all applicable inspection, maintenance and repair requirements.

All vehicles placed in operation by the Contractor shall be owned by the Contractor, or if not owned, the Contractor shall furnish the Board of Education with evidence that Contractor is leasing such vehicle and for what period of time.

All vehicles shall be clearly labeled with the name of the Contractor. The Contractor shall display an identification number on each vehicle. All vehicles will have properly working clocks installed, which are to be made visible to the driver.

Each vehicle shall be cleaned and inspected daily for any mechanical defects or unsafe conditions which must be corrected or repaired before the unit is dispatched on another trip.

All vehicles used in transporting students shall be equipped with operable two-way radios and/or phones. These radios/phones must have the capacity sufficient to maintain contact with the Contractor's facility at all route points. 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. An adequate number of spare communications devices must be available so that no vehicle is ever without communications capabilities while transporting students. Designated District personnel must be supplied with a communication device that will directly communicate with both drivers and terminal personnel.

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 District upon request.

All vehicles servicing the District must be stored and operated out of a terminal owned or leased and operated by the Contractor. The Contractor shall provide a dispatcher at the terminal(s). The dispatcher shall be responsible for knowing the location of all the routes and vehicles at all times.

The average age of vehicles to be used must not to exceed seven (7) years and no vehicle may be older than ten (10) years.

2. PERSONNEL

Contractor shall provide drivers who hold all required licenses, including school bus driver permits and driver's licenses.

The District shall have the right to unilaterally require the dismissal of any driver from performing services under this Contract (but the Contractor will have the sole discretion to dismiss any such employee from employment with the Contractor).

Drivers engaged by the Contractor to perform services under this Contract shall be familiar with and comply with all applicable laws, rules, regulations and orders, including those made or issued by the Illinois Department of Transportation, the State Board of Education, by the Regional Superintendent of Schools, or the Board of Education of Township High School District No. 113 (or any public body having applicable jurisdiction) relative to the operation or condition of transportation vehicles and relating to the transportation of the students.

The Contractor shall not permit the use of liquor, drugs, weapons (including small knives) or smoking material (including vape) in vehicles used to provide services under this Contract, nor shall it permit any vehicle to be operated by a driver who is under the influence of liquor or narcotic drugs or any drug that would adversely affect the operation of the vehicle. The Contractor agrees to provide for such drug and alcohol testing of its employees as required by law.

The transportation of students is an unusual and specified function. The students are to be transported to and from school regularly, promptly, safely and without interruption or incident, and the interests of the students in such transportation take precedence over the interests of either the Contractor or its drivers. It shall be a primary obligation of the Contractor to operate its affairs so that the District will be assured of its continuous and reliable service. It is essential that for the protection of the students, drivers, and all other persons coming in contact with the students, must be of the highest moral character. The District places upon the Contractor full responsibility of assuring such qualities in personnel.

Contractor shall furnish and all Contractor's employees shall be required to wear and display photo identification at all times they are providing transportation services to the District.

The District may require that the Contractor provide an aide to accompany the driver on certain routes. Such aide must comply with all applicable personnel requirements herein.

The District may require that drivers and/or aides participate in District-provided trainings, at the District's expense.

3. DRIVER INFORMATION

Prior to the start of the school year, the Contractor shall provide the District with a copy of its drug testing policy for drivers, a listing of the District's assigned drivers, including standby drivers, or as requested by the District. In addition, the Contractor will submit new driver information to the District prior to the driver start date. The following information for all drivers involved in the

Contract under employment of the Contractor will be provided to the District at least one (1) week prior to the beginning of the school year.

- (i) Name – first, middle, and last.
- (ii) School bus driver permit.
- (iii) Copies of drivers' licenses.
- (iv) Proof of drug testing.
- (v) First aid certificate.

4. MANAGEMENT TEAM

At the time of execution of this Contract by the Board of Education, the Contractor shall provide the name, cell phone number, and address of its manager assigned to the District who shall have complete authority with respect to all matters relating to the performance of this Contract. This shall include matters relating to personnel and the changes and substitutions thereof, adhering to and changes in schedules and the responsibility for the keeping of records required under the terms of the Contract. The Contractor shall not change the manager without notifying the District. Contractor must also provide the name and cell phone number of a secondary contact who must be available when the manager is not available.

The Contractor shall assist the District in completing all reports as may from time to time be required by the Board of Education, the State Board of Education, or the Regional Superintendent of Lake County. All rules, regulations, or orders heretofore or hereafter made or issued by the State Board of Education, the Regional Superintendent of Schools of Lake County, Secretary of State, or Illinois Department of Transportation are hereby made a part of this Agreement as fully as though the same were herein set forth.

5. SAFETY PROGRAM

The Contractor shall plan and administer a safety program in conformance with State laws and regulations. The safety program shall include, but not be limited to regularly scheduled safety meetings for Contractor's personnel. A driver supervisor shall ride with every driver at least once each semester for the purpose of observing his handling of students and his driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published time schedules.

The Contractor shall provide adequate supervision for the loading and unloading of vehicles at the schools. Evacuation drills shall be provided and conducted by the Contractor at least twice a year.

The Contractor will instruct its staff that under normal driving conditions all drivers will be encouraged to drive in the right-hand lane.

The Contractor agrees that designated District personnel may, from time to time, ride a vehicle or otherwise observe the general operation of the transportation service. The Contractor shall not permit more passengers to occupy vehicles than there are seats available and while the vehicle is in motion shall not permit any passengers to stand or squat in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever. No unauthorized person shall be allowed in any vehicle while engaged in transporting students.

6. ASSIGNMENT OF ROUTES

At its sole discretion, the District shall offer routes to the Contractor(s) based on needs and availability. Contractor may accept the route or may decline the route if it does not have capacity to fulfill the route. The Contractor expressly acknowledges that, at the District's sole discretion, the routes handled by a Contractor may be changed by the District at any time while this Contract remains in effect, for any reason, including the District's assessment of the Contractor's performance of the contract. Upon acceptance of a route, Contractor must continue to provide services for that route for as long as the route is needed, unless agreed by the District. Provided, however, that Contractor can discontinue providing particular routes upon no less than 14 days advanced notice to the District.

The District will assign the location and schedule for the routes, but the Contractor shall determine how the route is run, in consultation with the District. Decisions regarding the regulations of routes, pick-up and drop-off areas, the placement of stops, and times of arrival and dismissals will be made by the District.

7. ROUTE TYPES

This request for bids includes routes for individual or small groups of students to and from various locations. Transportation will typically involve a round trip route from the student's home to a school either within the District or outside of the District. Transportation may also include a round trip from the student's home outside the District to a school within the District. Exhibit B hereto includes information about current individual and small group transportation needs of the District. The District's needs will change and the information in Exhibit B is not binding.

8. SCHEDULE

The Contractor shall be required to transport the students on the routes assigned to and accepted by the Contractor in accordance with the schedule assigned. All vehicles shall be scheduled to arrive at its destination within a window to time to be as assigned by the District. Such schedule may be modified from time to time during the school year at the sole direction of the District. The Contractor will promptly report to the District the arrival of any vehicle that arrives 5 minutes or less before the end of the designated arrival window.

The driver shall not deviate from the normal pickup route or from the normal route time schedule except for reasons beyond his/her control; such deviations shall be reported to the Contractor who

in turn, shall promptly report the same to the District's Chief School Business Official or his designee.

9. COMPENSATION

An invoice shall be submitted to the District by the 10th day of each month after services are performed. The District reserves the right to request detailed student transportation records to support the Contractor's invoice, which could include a daily reconciliation of actual routes driven versus the daily route schedule. The invoice must also include any required credits.

Except as specified in Section 16 herein, if the Contractor fails to perform services as required by this agreement, the Contractor shall receive no compensation for the route(s) involved.

10. DURATION

The Contract shall be effective for one school year, from the first day of student attendance in the 2024-2025 school year to the last date of student attendance in the 2024-2025 school year (including summer school). Upon mutual written agreement, the Parties may extend the Contract for one or multiple years thereafter. Should the Parties agree to extend the contract, the price charged to the District in subsequent years of the Contract shall be subject to mutual agreement but must not exceed the "Consumer Price Index (CPI – U) for Urban Consumers annualized rate for December of the current school year, which is published by the United States Department of Labor, but not to exceed five percent (5%). Before price increases can be implemented, the Contractor shall document through cost analysis the need for such an increase.

11. PUPIL SAFETY AND DISCIPLINE

- A. The discipline on any transportation vehicle rests with the driver and it shall be his/her responsibility to maintain said discipline.
- B. Final authority on disciplinary problems shall rest with the District.
- C. Drivers are expected to follow all instructions, rules, and regulations for proper discipline and safe operation of vehicles as outlined by the Illinois School Bus Driver Instructional Program, Trainee Guide.
- D. While transporting students, drivers shall not leave the vehicle unattended, except as required by emergency situations.
- E. Corporal punishment may never be used by a driver or other employee of the Contractor.
- F. In the event that any student refuses to conform to vehicle regulations or causes an undesirable situation, the driver shall ask the student to display his identification card, and the driver shall report the situation to his/her supervisor, who shall, no later than the following day, turn in a report to the District.

12. OIL, GASOLINE, DIESEL FUEL, TIRES, REPAIR AND REPLACEMENT - PARTS AND MATERIALS

The Contractor shall purchase and supply all tires, oil, gasoline, diesel fuel, replacement parts, servicing, greasing, lubrication, cleaning, washing and materials to keep the vehicles in good and safe operating condition and well maintained at all times. All vehicles shall be properly serviced before being dispatched to perform any transportation under this Contract. The cost of materials, labor and services as described above will be borne by the Contractor. The Contractor cannot assess any form of escalator or surcharge during the life of the Contract.

13. ACCIDENTS

Should an accident occur while Contractor is providing services for the District, the Contractor will immediately notify the District. The Contractor shall submit a written report to the District within twenty-four hours of the accident or incident. Accident reports shall make clear and provide at a minimum the following:

- Whether students were involved in the accident;
- Whether any injury occurred;
- The driver, location, involvement of equipment, and nature and extent of any property damage; and
- The Contractor's assessment of chargeability of the accident.

The Contractor shall provide to the District any accident reports obtained from the Illinois State Police or from any other law enforcement agency as soon after the accident as they become available. The Contractor shall use the appropriate Illinois Secretary of State, Department of Transportation and State Board of Education report form(s) as mandated by the State of Illinois.

14. VANDALISM

Should an act of vandalism occur on the vehicles, the Contractor shall fix or repair all damage as quickly as possible. The District shall endeavor to assist Contractor with resolution of vandalism problems when student behavior is in question. The District's responsibility shall extend only to facilitation of parent communication and student discipline.

15. POSTPONEMENT OR CANCELLATION OF ROUTES

In the event of snow or other inclement weather which creates hazardous driving conditions, Contractor shall have the responsibility to inspect the conditions of roads on the designated routes and to recommend to the District's Superintendent or designee whether the vehicles can be operated safely. The District's Superintendent or designee shall then decide whether to alter, postpone or cancel routes or schedules. Contractor shall not receive additional compensation for operation during early dismissals or late starts. The District reserves the right to change route times as determined by the Superintendent or designee.

16. PAYMENT FOR SCHOOL CLOSURES AND E-LEARNING DAYS

To the extent required by Section 10-20.56(d-15) of the *School Code* (105 ILCS 5/10-20.56(d-15)), when enforceable under law, the Parties agree that the District shall pay Contractor the mileage or route rates (as applicable) for routes that were scheduled to be run on any date that a school closure or e-learning day occurs, if such closure precludes the Contractor from performing its regularly scheduled duties and employees would have reported for work but for the closure, unless the day is rescheduled and the employees will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered. Contractor shall provide an invoice for the foregoing costs, but will not include such costs for any school closure or e-learning day on any invoices until after June 1 of each contract year in order to allow the District opportunity to determine if the day will be rescheduled.

Contractor represents and warrants that it shall pay its employees their daily, regular rate of pay and benefits for any school closure or e-learning day if such closure precludes the Contractor's employees from performing their regularly scheduled duties and employees would have reported for work but for the closure, unless the day is rescheduled and the employees will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered. Upon request, Contractor shall provide the District with certified payrolls as evidence of compliance with this section.

For purposes of this section, "school closures" shall not include holidays or other days of closure reflected on the school calendar for which Contractor's employees are not scheduled to work. The District retains sole discretion to determine if and when a school closure day is rescheduled.

17. CREDITS

- A. Late Routes: A credit of 50% of the route rate will be given to the District for each morning portion of a regular route which is completed more than thirty (30) minutes after the starting time and for each afternoon portion of a route that is started more than thirty (30) 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.
- 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. 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.

CONTRACT

THIS AGREEMENT is entered into as of the date that the last party signs below, by and between the Board of Education of Township High School District No. 113, Lake County, Illinois (“District”), and _____ (“Contractor”) (collectively referred hereto as “the Parties”).

WHEREAS, District has requested public bids for individual and small group transportation services for students (“Services”);

WHEREAS, Contractor has submitted a bid for provision of the Services; and

WHEREAS, District desires to enter into this Agreement with Contractor to provide the Work in accordance with the Bid Documents.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Duration of Contract. The Contract shall be effective for three school years, from the first day of student attendance in the 2024-2025 school year to the last date of student attendance in the 2024-2025 school year (including summer school). The Parties may extend this Contract as provided in the Bid Documents.
2. Contract Documents. The documents comprising the entirety of this Agreement are the Bid Documents as defined in the Bid Conditions, Contractor’s Bid Submission Form, and this Agreement.
3. Document Supremacy. In the event any term or provision of this Agreement conflicts with a term or provision of the Bid Documents, the term or provision of this Agreement shall prevail.
4. Compensation. Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Contract Documents. Payments are approved by the Board of Education each month provided that the service has been properly provided and accepted. In accordance with Board of Education approval, monthly invoices will be paid in accordance with the Illinois *Local Government Prompt Payment Act*. Format of the detailed billing statement must be agreed to by the District.
5. Termination.
 - a. *Termination of Contract by Reason of Default.* If Contractor or its drivers or employees at any time fail to comply with the terms of the Contract or any portion thereof, or do not fully perform and strictly adhere to any of the terms of the Contract required to be performed, the District may, at its discretion, terminate the Contract, or any portion hereof, as provided herein. In the event that the District determines that the Contractor has failed to comply fully with, perform, or strictly adhere to the Contract, then the

District may, at its discretion, through its Superintendent, or his or her designee, send written notice to the Contractor declaring the Contractor in default. In such notice, the District shall state in what respect the Contractor has failed to comply with the terms of the Contract, and shall further state a date upon which the Contract will terminate, unless the Contractor, prior to such date, cures the defect to the satisfaction of the District. If prior to the date of termination stated in said notice, the District notifies the Contractor that the defect has been cured, the Contract will not terminate on the date stated in the notice but will have been deemed to have remained in effect as of the date that such notice was given. In the event that the District does not so notify the Contractor that the defect has been cured, the Contract will terminate without further action on the date of termination stated in the notice. The date of termination stated in the notice of default may not be sooner than fifteen (15) calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by the Contract or failure to comply with any and all applicable laws, including, but not limited to the continuing maintenance of insurance coverage, maintenance of current drivers' licenses for each driver, and compliance with vehicle safety regulations, in which event the date of termination may be five (5) calendar days following the date of such notice. In the event the District terminates the Contract in whole or in part as provided in this Section, the District may procure, upon such terms and in such a manner as the District may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the District for any excess costs for such similar supplies for services; provided, that the Contractor shall continue the performance of the Contract to the extent not terminated.

- b. *Termination of Contract without Cause.* The District may at any time and after providing sixty (60) days written notice to the Contractor, terminate its Contract without cause. The District shall pay Contractor for all services provided in accordance with the Contract through the date of termination and shall have no liability whatsoever thereafter to Contractor.
6. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
7. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.
8. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois notwithstanding its choice of law provisions. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms

hereof shall remain in full force and effect. Venue for any disputes arising out of this Agreement shall be in the courts situated in Lake County, Illinois.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date(s) written below.

**BOARD OF EDUCATION OF
TOWNSHIP HIGH SCHOOL
DISTRICT NO. 113**

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**EXHIBIT A
REFERENCES**

Please provide all references of Illinois public school districts for which bidder has provided student transportation services during the past two years.

Reference #1

School District: _____

Contact Person: _____

City: _____ State: Illinois

Telephone Number: _____

Number of Routes or Vehicles Needed to Provide Service: _____

Reference #2

School District: _____

Contact Person: _____

City: _____ State: Illinois

Telephone Number: _____

Number of Routes or Vehicles Needed to Provide Service: _____

Reference #3

School District: _____

Contact Person: _____

City: _____ State: Illinois

Telephone Number: _____

Number of Routes or Vehicles Needed to Provide Service: _____

Reference #4

School District: _____

Contact Person: _____

City: _____ State: Illinois

Telephone Number: _____

Number of Routes or Vehicles Needed to Provide Service: _____

EXHIBIT B
ROUTE INFORMATION

The next page contains information about current routes and schedules. This information is provided for reference only and is not binding on the District.

District 113 February 2024 Trips

This data represents 76% of our volume

Pickup/Destination	Pickups	Sum of Mileage	Wheel Chair Trip Count	Aide Trip Count
1000 block Chapel Court, Deerfield IL	20	200	0	0
Safe Haven School 906 Muir Ave, Lake Bluff IL	20	200	0	0
1400 block Central Ave, Deerfield IL	20	800	0	0
Sonia Shankman Orthogenic School 6245 S INGLESIDE AVE Chicago IL	20	800	0	0
1900 Block Midland Ave, Highland Park IL	7	17.5	0	0
True North Center 587 Elm Place, Highland Park IL	7	17.5	0	0
200 block Sheridan Ave, Highwood IL	20	290	0	0
5110 CAPITOL DRIVE	20	290	0	0
2100 Grange Road, Highland Park IL	20	35	20	0
True North Center 587 Elm Place, Highland Park IL	20	35	20	0
300 Block Green Bay Road, Highwood IL	20	175	0	0
6900 block W Touhy Ave, Niles IL	5	100	0	0
Highland Park HS, 433 VINE AVE, Highland Park IL	15	75	0	0
300 block Old Mill Road North	19	66.5	0	0
Highland Park HS, 433 VINE AVE, Highland Park IL	19	66.5	0	0
3200 block University Ave, Highland Park	32	160	0	0
Connections Acacamy 300 S Waukegan Rd, Lake Forest IL	32	160	0	0
500 block Hill Street, Highland Park IL	19	52.25	19	19
Highland Park HS, 433 VINE AVE, Highland Park IL	19	52.25	19	19
5110 CAPITOL DRIVE	19	275.5	0	0
200 block Sheridan Ave, Highwood IL	19	275.5	0	0
6900 block W Touhy Ave, Niles IL	21	420	0	0
300 Block Green Bay Road, Highwood IL	21	420	0	0
700 block Marcie Court, Deerfield IL	20	90	0	0
True North Center 587 Elm Place, Highland Park IL	20	90	0	0
700 block Pleasant Ave, Highland Park, IL	20	220	0	0
Connections Acacamy 300 S Waukegan Rd, Lake Forest IL	20	220	0	0
800 block Burchell Ave, Highland Park IL	19	33.25	19	0
Highland Park HS, 433 VINE AVE, Highland Park IL	19	33.25	19	0
800 block Yale Lane, Highland Park IL	19	133	0	0
Connections Acacamy 300 S Waukegan Rd, Lake Forest IL	19	133	0	0
Connections Acacamy 300 S Waukegan Rd, Lake Forest IL	56	424	0	0
3200 block University Ave, Highland Park	20	100	0	0
700 block Pleasant Ave, Highland Park, IL	18	198	0	0
800 block Yale Lane, Highland Park IL	18	126	0	0
Dist 113 Admin 1040 Park Avenue West	8	8.8	0	0
Highland Park HS, 433 VINE AVE, Highland Park IL	8	8.8	0	0
Highland Park HS, 433 VINE AVE, Highland Park IL	66	160.25	37	18
300 block Old Mill Road North	19	66.5	0	0
500 block Hill Street, Highland Park IL	18	49.5	18	18
800 block Burchell Ave, Highland Park IL	19	33.25	19	0
Dist 113 Admin 1040 Park Avenue West	10	11	0	0
Safe Haven School 906 Muir Ave, Lake Bluff IL	19	190	0	0
1000 block Chapel Court, Deerfield IL	19	190	0	0
Sonia Shankman Orthogenic School 6245 S INGLESIDE AVE Chicago IL	18	720	0	0
1400 block Central Ave, Deerfield IL	18	720	0	0
Tamarak Day Camp and Country School 23970 North Elm Road, Lincolnshire IL	5	36.25	0	0
True North Center 587 Elm Place, Highland Park IL	5	36.25	0	0
True North Center 587 Elm Place, Highland Park IL	59	208.7	17	0
1900 Block Midland Ave, Highland Park IL	20	50	0	0
2100 Grange Road, Highland Park IL	13	22.75	13	0
700 block Marcie Court, Deerfield IL	17	76.5	0	0
Center for Enriched Living 280 Saunders Road, Riverwoods IL	4	23.2	4	0
Tamarak Day Camp and Country School 23970 North Elm Road, Lincolnshire IL	5	36.25	0	0
Grand Total	526	4716	112	37