

CONTRACT FOR SPECIAL EDUCATION FIRST DIVISION VEHICLE  
TRANSPORTATION SERVICES

This Contract is made and entered into on the date set forth below, by and between the Board of Education of Norridge School District No. 80 (“the Board”) and 303, LLC, an Illinois Limited Liability Company (“Contractor”) (collectively referred to as “the Parties”).

In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. Contractor is the successful bidder for special education first division vehicle transportation services for the 2018-2019 school year. The Board hereby accepts Contractor’s bid submittal, upon the terms and conditions set forth herein and excluding any exceptions, differences, conflicts and/or inconsistencies from/with the Board’s bid specifications contained in said bid submittal.
2. The transportation services to be rendered by Contractor and the additional obligations of the Parties are set forth in the following documents, all of which are incorporated into and made a part of this Contract by reference:
  - a. The Board’s bid specifications consisting of 19 pages; and
  - b. Contractor’s bid submittal, which consists of 54 pages and which includes a copy of the Board’s bid specifications.

To the extent any provision of Contractor’s bid submittal conflicts with any provision of the Board’s bid specifications, the bid specifications shall control.

3. Any notice required or otherwise given pursuant to this Contract shall be in writing and sent via certified mail with return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to the District:

Norridge School District 80  
c/o Superintendent of Schools  
8151 West Lawrence Avenue  
Norridge, Illinois 60706

If to the Contractor:

303, LLC  
c/o Tom Ossmann  
9696 West Foster  
Chicago, Illinois 60656

Either party may change such addresses from time to time by providing notice as set forth above.

4. MISCELLANEOUS:

- a. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the conflicts of law principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state.
- b. This Contract (including the documents incorporated herein by reference) constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Contract. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Contract.
- c. The language of all parts of this Contract will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party.
- d. The Contractor may not assign this Contract without prior written consent of the Board.
- e. The covenants and conditions contained in the Contract shall apply to and bind the Parties and the heirs, successors, and permitted assigns of the Parties.
- f. The failure of either Party to enforce any provisions of this Contract shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
- g. No change or modification to this Contract shall be valid unless it is in writing and signed by both Parties.

IN WITNESS WHEREOF, the Board and the Contractor, by their duly authorized representatives, have signed and executed this Contract on the date indicated below.

BOARD OF EDUCATION OF NORRIDGE SCHOOL DISTRICT NO. 80

By: 

President


Date: 6-19-18

Attest: 

Secretary

Date: 6-20-18

303, LLC

By: 

Date: June 14, '18

Title: Consultant