



**ROCKFORD BOARD OF EDUCATION
INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES
FOR SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

IFB No. **21-03 Special Needs and Early Childhood Transportation**

DATE: **October 30, 2020**

RE: **ADDENDUM NO. 3**

To All Bidders:

Included are modifications, clarifications and/or corrections for the Project Manual and are hereby made a part of the contract documents. Please attach this addendum to the Project Manual(s) in your possession. Please note the receipt of this addendum on the bid form. Bidders shall review changes to all portions of this work as changes to one portion may affect the work of another.

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 2nd floor prior to coming to the bid opening. Please allow time for this as late submission will not be accepted.

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to the Director of Purchasing by email at purchasingdeptstaff@rps205.com.

ROCKFORD BOARD OF EDUCATION

CLARIFICATIONS

This addendum includes Requests for Information (RFI) to date, corresponding answers, revised student routing data, transfer school locations, and an alternate Bid Offer Form. This addendum also includes a draft of the Professional Services Agreement intended for execution by the bidder ultimately awarded the contract pursuant to this IFB.

By: Dane Youngblood
Director of Purchasing

CLARIFICATIONS

Below are Requests for Information (RFI) to date and corresponding answers.

1. Would District consider protecting vendor on unit volumes, student volumes, and # of days? If not, vendor will have to assume some volume loss and this could impact prices received.
 - a. The District will agree that, in the event District operations cease for a period in excess of five (5) consecutive days, which days shall not include weekends, federal holidays, or days on which District operations were previously scheduled to be closed (an “Unanticipated Shutdown”), in accordance with declarations of the Illinois State Board of Education (“ISBE”), the District shall reimburse Vendor for certain fixed operating costs in accordance with the following terms and conditions:
 - i. Vendor agrees that, during the period of the Unanticipated Shutdown, Vendor shall pay its transportation personnel in full on the same basis the transportation personnel were being paid prior to the Unanticipated Shutdown.
 - ii. The District agrees that so long as Vendor continues to pay the transportation personnel it employs during the Unanticipated Shutdown, that it will continue to make payments to Vendor in an amount sufficient to cover the salary, including taxes and benefits, of its transportation personnel.
 - iii. The District will not be responsible to pay Vendor for any fuel or for the cost of any other supplies relating to the operation of Vendor’s transportation equipment during the Unanticipated Shutdown.
 - iv. Vendor agrees as long as the District is making the payment required hereby, Vendor will not apply for any state or federal tax credit, loans or other assistance, including under the Coronavirus Aid Relief and Economic Security Act, that is based on the employees that the District is funding. The District shall have the right, upon reasonable notice, to inspect the books and records of Vendor to confirm it has not received any funds or assistance from any state or federal agency based on the employees compensated. If Vendor violates this provision, the District shall have no further obligation to make any payments under the contract and Vendor will repay the District all funds the District paid pursuant hereto.
 - v. If for any reason Vendor discontinues to pay or does not pay its employees during the Unanticipated Shutdown, the District will not be obligated to make any further payments to Vendor during the Unanticipated Shutdown.
 - vi. Should the ISBE change its position relating to the reimbursement of said operating costs, then the District’s obligation to make any further payments to Vendor under the contract during the Unanticipated Shutdown shall also terminate.
2. How many summer school buses were used in 2019?
 - a. 46.
3. If students don't have an AM trip or PM trip - does this mean they are no longer on the bus? Are parents taking them?
 - a. If the students do not have an AM or PM trip they are eligible to be transported by the contractor but they are getting transported by some other means such as their parent. If they are early childhood students and do not have the AM or PM route they show up on the report and due to funding/grant sources, we do not provide for them.

4. Which students require equipment (car seats, safety vest, wheelchairs)?
 - a. This information is included in the attached route information.
5. Which students are AM or PM only vs round trip?
 - a. If they have just an AM or PM they are one way. If they have both then they are round trip.
6. What are the bell times?
 - a. A bell time schedule is included in this addendum.
7. Which students require monitors?
 - a. This information is included in the attached route information.
8. Which column(s) indicate AM pick-up or PM drop-off addresses that are *different from* the student's home address?
 - a. Home address in Column F, AM route address in Column AE, and PM route address in column CY.
9. The total number of student records in the Transfinder file you sent (1,453) does not match the count on the RFP Bid Order Form (2,292). If students are missing from the Transfinder report, can we get a complete student export file?
 - a. Revised export file was provided in Addendum Two.
10. Is 2,292 the total number of transported students? Or is it possible that some students are counted more than once (e.g. Are WC students also counted as special needs students)?
 - a. Revised export file was provided in Addendum Two.
11. In order to provide pricing within the structure provided on the Order Form, we need to be able to align the students in the Transfinder file with the various categories: Of the 1,453 student records in Transfinder, 1,228 have a grade value of P, does this grade correspond to EC & Pre-K? If so, this number does not match the total of 1,109 in the Pricing Sheet. How do we identify special needs students in the Transfinder list? How do we identify specific sub-categories of students listed in the Pricing Sheet (Items 13-19: Homeless etc.), in the Transfinder list?
 - a. Revised export file was provided in Addendum Two.
 - b. A value of P is all early childhood and pre-k.
 - c. Billing code listing provided in Addendum Two should assist with identifying other subcategories. This data is how our current contractor utilizes Transfinder and may not be how others do so.
12. Of the 1,453 Transfinder student records, only 783 AM and 812 PM have assigned bus stops. Where a bus stop is missing, the student is marked <Parent Transport>. Should these students be assigned AM or PM transportation and included in our bid? Or should be price based on 783 and 812 AM and PM riders, respectively?
 - a. Bid should be based on the number that are assigned bus routes, not the total number of those eligible to be contracted out.
13. There are 118 students in Transfinder with a Y in the 'Special Needs Equipment' field. The field does not specify the type of equipment. The Pricing Sheet lists a total of 67 students with WC, how can we identify which students require a WC in the Transfinder file?
 - a. Revised export file was provided in Addendum Two. This information can be found in column P.

14. Students from schools listed in items 30-37 are not included in the Transfinder student list. Can we get a list of these students?
 - a. No, these students are not routed in Transfinder. These students can be found in the PDF routes included in Addendum Two.
15. Route data we received prior to this batch, listed runs for Innovative Academy, Brook View and Regional Star/ALOP. Are these programs part of this bid? If so, can we get this data?
 - a. Yes, these programs are part of the bid. This data can be found in the PDF routes included in Addendum Two.
16. All Pre-School students in the student file have grade P. This does not indicate if the students are in the AM or PM program. Can we get a student export with an identifier which indicates if the student is on the AM or PM schedule?
 - a. Added to the spreadsheet is the column "Placement" this indicates the session the pre-school students attend. 95 is for the AM session, 96 is for the PM session and 97 is for the students that attend all day.
17. Please include the zip code for home address and if possible, alternate pickup and drop-off sites in a student export.
 - a. Zip code not addressed at this time.
18. We need some more clarification on the AM Transfer School field. If this field is different from the *School of Attendance* field does it designate the student's school for routing purposes? Is this true for both AM and PM and at regular school bell times?
 - a. The AM Transfer School field is the school that student is routed to. This hold true for the PM as well. A list of transfer school locations is included in this addendum.
19. The route data we received listed 113 stop locations and several AM and PM trips for Innovative Learning Center. The student export file contains only 9 ILC students. Are we missing students for this school and do we need to account for several ILC trips for the bid?
 - a. The new route data attached now include the ILC student that rode with our specialized transportation carrier.
20. Should we only rely on the "trans needs" column for special requirements, or should we use both the "trans needs" column and the "notes" columns?
 - a. Please use both as there might be something extra added in the notes.

Transfer School Locations

Name	Mail Street Number1	Mail City	Mail State	Mail Zip Code	Begin Time	End Time
Allendale	1055 LAKE AVE	WOODSTOCK	IL	60098	08:35 PM	02:30 PM
Beyer AM Session	333 15th Ave	Rockford	IL	61104	09:05 AM	11:35 AM
Beyer PM Session	333 15th Ave	Rockford	IL	61104	12:50 PM	03:20 PM
Camelot - Dekalb	315 N 6th St	Dekalb	IL	60115	08:00 AM	02:30 PM
Camelot Garden Prairie	7133 GARDEN PRAIRIE RD	GARDEN PRAIRIE	IL	61038	08:25 AM	02:30 PM
CHANCELIGHT	315 LACLEDE AVE	ROCKFORD	IL	61101	08:45 AM	03:45 PM
EASTER SEALS	8301 MITCHELL RD	ROCKFORD	IL	61115	08:30 AM	02:30 PM
EASTERSEALS GROUP A	8301 Mitchell Rd	Machesney Park	IL	61115	08:30 AM	02:30 PM
EASTERSEALS GROUP B	8301 Mitchell Rd	Machesney Park	IL	61115	08:30 AM	02:30 PM
EC at Roosevelt - AM Session	978 Haskell Ave	Rockford	IL	61103	08:10 AM	10:40 AM
EC at Roosevelt - PM Session	978 Haskell Ave	Rockford	IL	61103	12:05 PM	02:35 PM
Fairview AM Session	512 Fairview Ave	Rockford	IL	61108	07:55 AM	10:25 AM
Fairview PM Session	512 Fairview Ave	Rockford	IL	61108	11:40 AM	02:10 PM
ILC - SESSION 1	822 6th Ave	Rockford	IL	61104	07:45 AM	10:45 AM
ILC - SESSION 3	822 6th ave	Rockford	IL	61104	01:55 PM	05:00 PM
ILC - SESSION 4	822 6th Ave	Rockford	IL	61104	05:00 PM	08:45 PM
Lake In The Hill Parkland	40 W Acorn Ln	Lake In the Hills	IL	60156	08:30 AM	02:30 PM
Menta Academy North West	8702 N 2nd Street	Machesney Park	IL	61115	09:00 AM	02:00 PM
Nashold AM Session	3303 20th St	Rockford	IL	61109	08:05 AM	10:35 AM
Nashold Early Childhood	3303 20th St	Rockford	IL	61109	08:05 AM	02:20 PM
Nashold PM Session	3303 20th St	Rockford	IL	61109	11:50 AM	02:20 PM
Parkland Prep	2220 SOUTHWIND BLVD	BARTLETT	IL	60103	08:30 AM	02:15 PM
Richardson	825 LIBERTY AVE	BELOIT	WI	53511	08:50 AM	02:45 PM
S.E.A.L.	1200 CLAUSSEN DR	WOODSTOCK	IL	60098	08:00 AM	02:30 PM
Summerdale Early Childhood AM - Session	3320 Glenwood Ave	Rockford	IL	61101	09:05 AM	11:35 AM
Summerdale Early Childhood PM - Session	3320 Glenwood Ave	Rockford	IL	61101	12:50 PM	03:20 PM
SUMMIT ACADEMY	1102 EVANS AVE	MACHESNEY PARK	IL	61115	08:50 AM	02:40 PM

ALTERNATE BID OFFER FORM

	<u>Current Transportation Buses</u>			<u>List Cost per Bus</u>	<u>Total Cost for 172 Days</u>	<u>List Cost per Bus</u>	<u>Total Cost for 172 Days</u>	<u>List Cost per Bus</u>	<u>Total Cost for 172 Days</u>
30	Allendale Woodstock	2 Bus/8 students	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
31	Parkland Prep	3 Bus/8 students	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
32	Parkland Prep - Lake in the Hills	1 Bus/1 student	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
33	Easter Seal - Own Bus	1 Bus / 1 student	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
34	Camelot Dekalb	3 Buses/ 9 students	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
35	S.E.A.L.	4 Buses/ 19 students	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
36	The Richardson	2 Buses/ 7 students	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TOTAL COST				\$ _____		\$ _____		\$ _____
	<u>Current Transportation Shuttle Vocational Education</u>			<u>List Cost per Shuttle</u>	<u>Total Cost</u>	<u>List Cost per Shuttle</u>	<u>Total Cost</u>	<u>List Cost per Shuttle</u>	<u>Total Cost</u>
37	Shuttles Flat Rate	85 shuttles/83 students	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<u>Current Transportation Shuttle Miles</u>	<u>Miles</u>		<u>List Cost per shuttle miles</u>	<u>Total Cost per shuttle Miles</u>	<u>List Cost per shuttle miles</u>	<u>Total Cost per shuttle Miles</u>	<u>List Cost per shuttle miles</u>	<u>Total Cost per shuttle Miles</u>
38	Vocational Ed. Miles Suburban	612	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
39	Vocational Ed. W/C	1	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
40	Vocational Ed. W/C Miles	17.4	_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	TOTAL COST				\$ _____		\$ _____		\$ _____
	GRAND TOTAL FOR ALL SERVICES				\$ _____		\$ _____		\$ _____

BID OFFER FORM

REFERENCES:

Offeror to provide three references of similar type work that would qualify your firm for this project

Company Name/Address/Phone Number Contact Person

Company Name/Address/Phone Number Contact Person

Company Name/Address/Phone Number Contact Person

BID SUBMITTED BY:

Each bidder, by submitting a bid or proposal, represents as follows:

- A. The bidder has read and understands these Specifications and the bid or proposal is made in
- B. The bidder has visited Rockford School District #205 and has familiarized itself with the local
- C. The bidder's bid or proposal is based upon personnel and equipment described in these

Company **Signature of Company Officer (required)**

Address **Typed Name & Title**

City, State & Zip Code **Date**

Phone No. **Fax No.**

E-mail **FEIN**

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, (the “Agreement”) is entered into this ____ day of November, 2020 (the “Effective Date”) by and between the Board of Education (the “School Board”) of Rockford Public Schools, District 205 (the “School District” or “District”), an Illinois school district, whose address is 501 Seventh Street, Rockford, Illinois 61104, and _____ (“Contractor”), a _____, with its principal office at _____. The School Board and Contractor shall each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, pursuant to Section 10-20.21 of the Illinois School Code, the School Board may enter into a contract for special needs transportation services as further set forth in Section 4 (“Services”), District-wide, with the lowest responsible responsive bidder after due advertisement; and

WHEREAS, in order to ensure a competitive price for the Services, and to address some operational issues, the District Administration made the decision to seek competitive bids; and

WHEREAS, Bid Documents were sent to prospective bidders and advertised on September 29, 2020, and a mandatory pre-bid meeting was held on October 13, 2020; and

WHEREAS, on November 24, 2020, bids were publicly opened and read aloud at the District 205 Office; and

WHEREAS, on _____, 2020, the School Board declared that Contractor was the lowest responsible and responsive bidder to the request for the Services and authorized the Administration to enter into contract negotiations with Contractor consistent with the Bid Documents; and

WHEREAS, the Parties now desire to enter into this Agreement whereby Contractor agrees to provide the Services in accordance with the Contract Documents and the School District agrees to the obligations set forth therein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

1. **DEFINITIONS.**

The following terms shall have the following meanings where used in the Contract:

“Bid Documents” - the Invitation for Bid No. 21-03, Bid Requirements, Bid Proposal Form, Bidder Certifications, Instructions to Bidders, Bid Specifications/Minimum Contract Requirements, Price Pages, and all attachments, exhibits, and amendments thereto.

“Board”, “Board of Education”, or “School Board” - the Board of Education of Rockford Public Schools, District 205.

“Contract” - the complete and integrated agreement between Contractor and the School Board and consisting of the Contract Documents.

“Contract Year” - the twelve (12) months following the Effective Date, commencing upon the Effective Date.

“Contract Documents” - the Bid Documents, the Contractor’s Proposal, and this written Agreement between Contractor and the School Board, including any amendments and modifications, and any other documents reasonably required by the School District.

“Price Pages” - that part of Contractor’s Proposal where it specified its pricing for the Services.

“Proposal” - the entirety of Contractor’s submittal, including without limitation the completed Proposal Form, Bidder Certifications, and Price Pages.

“State” - State of Illinois.

2. **THE CONTRACT.**

(a) **Incorporation of Documents By Reference.**

The object of this Agreement is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Agreement, the Bid Documents, Addenda, if any, the Proposal, all Exhibits attached hereto, and other related documents.

(b) **Order of Precedence.**

As noted above, the Contract Documents include the following:

- (i) This Agreement;
- (ii) The Bid Documents and Addenda (if any), attached hereto and labeled as Exhibit A; and,
- (iii) The Contractor’s Proposal (including the Proposal Form, Bidder Certifications, and Price Pages), attached hereto and labeled as Exhibit B.

The Contract Documents are intended to complement each other. Accordingly, the Contractor shall provide the Services in accordance with each and every part of the Contract Documents. To the extent that the terms and conditions of the Contract Documents are in conflict, said conflict shall be resolved in favor of the order of the Contract Documents, from (i) to (iii), listed above. Where there is no conflict between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties.

(c) **Compliance with Public Act 95-241.**

Public Act 095-0241, signed into law on August 17, 2007, amended §10-22.34c of the School Code (105 ILCS 5/10-22.34c) and outlines additional requirements for school districts that choose to contract with a third party for non-instructional services (such as nursing) currently performed by any employee or bargaining unit member.

Contractor, at its sole expense, must take any action needed to comply with the requirements of 105 ILCS 5/10-22.34c, including without limitation: adjusting wages and benefits as needed; or providing any documentation or information needed. Said actions by a Contractor shall be deemed to have been taken at the time of Contractor's submission of its Bid and shall be incorporated into its Bid as if fully stated therein.

Contractor further agrees to defend, indemnify, and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, as a result of Contractor's failure to comply with the requirements of 105 ILCS 5/10-22.34c, if applicable.

(d) **Compliance with Revenue Procedure 97-13.**

The Parties intend that this Agreement and the Contract comply fully with Revenue Procedure 97-13 so as not to create a private business use of tax-exempt bond financed facilities. However, if the Internal Revenue Service ("IRS") or any judicial, quasi-judicial, or administrative agency determines this Agreement or the Contract is not in compliance with Revenue Procedure 97-13, the Parties agree to take such action as is necessary to amend or otherwise make this Agreement and Contract in compliance with Revenue Procedure 97-13. Such action shall be deemed to have been taken at the time and effective date of this Agreement.

3. **TERM.**

The term of this Contract shall be effective as of July 1, 2021 and continue through June 30, 2024 ("Term"), unless earlier terminated by either party as otherwise expressly permitted by this Contract. Upon adequate notice to Contractor, the District shall have the right to renew this Contract on the same terms and conditions as set forth herein for two (2) additional one (1) year periods (each, an "Option Term"), unless terminated as otherwise provided herein.

The District reserves the right to, upon sufficient notice to Contractor prior to the expiration of the Term or any Option Term, extend this Contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full Option Term for any reason and any and all pricing then in effect shall continue through the temporary extension period.

Notwithstanding the above, the School District's obligation under this Agreement is contingent upon the availability of budgeted funds from which payment for the contract

purposes can be made. No legal liability on the part of the School District for any payment may arise until funds are made available for this Agreement.

Further, notwithstanding any other provision in this Agreement to the contrary, in the event that an order is issued by any administrative agency of the State of Illinois or by any court having jurisdiction prohibiting the School District from complying with its obligations under this Agreement, including but not limited to hiring a third party service to provide the Services described herein, then the School District shall have the option in its sole discretion to terminate this Agreement immediately or to elect to continue to perform the Services through the use of District personnel and receive a credit from Contractor to be applied towards the compensation due to Contractor as outlined in the Price Pages in an amount equal to all costs of employing the District personnel to provide the Services.

4. **GENERAL SCOPE OF SERVICES.**

The Contractor shall provide the Services as further set forth herein and in the Bid Documents, as well as any services offered by the Contractor in its Proposal and accepted by the District. The following set forth the minimum requirements for the Contractor's provision of Services:

(a) **General Scope.**

- (i) **Services.** The Services shall include, but not be limited to, the provision of school vehicles and buses, school bus and vehicle drivers, bus assistants, administrative staff, facilities, special equipment and supplies to transport special education and other District pupils to and from District schools and facilities. Contractor shall, during the Term of the Contract, operate and maintain the required number of vehicles and buses to transport conveniently and safely all students designated by the District to be served on the provisions of this Contract, which Services shall be provided every day that school is convened.

All costs of Contractor's operation including, but not limited to fuel, oil, greasing, cleaning, repairs, licensing, parking, drivers, garaging and insurance are to be included in the amounts set forth in Contractor's Price Pages.

- (ii) **Contractor's Qualifications.** Contractor hereby represents and warrants that it possesses, at a minimum, all necessary licensing for Contractor and its employees and personnel to perform the Services in the State of Illinois and shall provide the District with proof of such licensing upon the execution of this Agreement. The Contractor shall notify the District if any change occurs with regards to its licensing.
- (iii) **Current Special Needs and Early Childhood ("EC") Services.** Contractor shall provide transportation Services to the District's early childhood students, which as of the date of this Agreement, includes five (5) Early Childhood Schools: Nashold, Beyer, Summerdale, Fairview and Roosevelt.

Contractor shall also provide transportation Services to the District's students in Special Needs classes, McKinney-Vento Act students, and expelled students at Innovative Learning Center and Regional Learning Center.

Contractor shall pick these students up at their designated home curbside stops and take them to their assigned District facility.

- (iv) Vocational Runs. Contractor shall provide daily transportation from the District high schools to the designated area vocation locations.
- (v) Midday EC Runs. Contractor shall provide midday transportation runs for District EC schools, including Nashold, Beyer, Summerdale, Fairview and Roosevelt.
- (vi) Summer School. Contractor shall provide transportation during the summer months for Special Needs or EC summer school students.
- (vii) Special Needs Transportation. Contractor shall provide special transportation for students with special needs based on each student's individual plan. The District offers comprehensive programs and services to students – including services at every building in the District and self-contained classes at several building sites. Special needs transportation Services shall include the use of lift buses, car seats, harnesses and/or a bus monitor to ensure safe transport. The Contractor is responsible for providing car seats, harnesses, Star Seats, buckle guards, and other equipment as required for student safety and determined at the sole discretion of the District.
- (viii) Bus Monitors. Contractor shall provide safe, reliable, and on-time Services. As part of these efforts, Contractor shall ensure a qualified adult bus monitor is present on all vehicles when they exceed ten (10) passengers.
- (ix) Dry Run Day. Prior to the start of classes each school year, the District shall designate one “dry run day” when Contractor shall execute a “dry run” of all its A.M., midday, and P.M. routes at the times designated for each respective route. The vehicle and driver assigned to the route shall perform the dry run of each respective route. The purpose of this dry run will be to check the validity of driver itineraries and stop times.
- (x) Route Changes and Variances:
 - (1) Contractor agrees and acknowledges that all figures provided by District in the Bid Documents in connection with the number of passengers, routes, in lengths of routes are based on estimates from the District's operations from March 2020. Contractor agrees and acknowledges that adjustments in bus stop quantities and locations

are always under review and are expected to be adjusted with each school year.

- (2) District students may have a different address for pick up and drop off and may require “curb-to-curb” transportation, depending upon the particular needs of the students.
 - (3) Most students with special needs cannot be left alone without written parent permission. Unless authorized otherwise, students must be released to a parent or another designated responsible adult. The District and Contractor shall mutually develop and agree upon procedures regarding situations when no one is home to receive the student.
 - (4) The Contractor shall maintain internal procedures required to expeditiously manage changes in student addresses, the addition of students to certain routes, and necessary adjustments of transportation, including equipment, time, and locations of Services.
 - (5) The Contractor’s bus driver will be responsible for ensuring that, when applicable, all students are securely fastened in their seats; either by seat belt, harness, car seat, or wheelchair as their individual needs dictate.
- (xi) Special Education Midday Bus Routes. Contractor shall provide transportation Services to special education students who require midday transport either to home or to school or to another school location, based on their individual plans. Routes should not exceed one (1) hour in length (without District’s written approval). The District is required to provide mandatory extended school year services in the summer to those students who require extended instruction for a six (6) to eight (8) week duration, which may run concurrently to the summer school schedule for other District students. The locations and number of students at a site varies every year. Contractor and District shall work closely throughout the spring of each Calendar Year to finalize the necessary transportation schedule to address issues presented by the foregoing.
- (xii) Field Trips. Contractor shall provide transportation Services for District field trips. Contractor shall ensure the use of a lift bus in the event students with special needs are attending the school field trip. Contractor and District agree and acknowledge that advance notice and mutual coordination is essential when planning and scheduling field trips for students in self-contained classes throughout the year that may require special transportation. All applicable students must be securely fastened in their seats; either by seat belt, harness, car seat, or wheelchair as their individual needs dictate.
- (xiii) Extracurricular. Contractor may be required to provide special transportation Services on rare occasions to or from an extracurricular activity, which shall be determined on a case-by-case basis to address a

related student need. Use of a lift bus is the most frequent need for transportation after school.

- (xiv) Transportation for Homeless Students. The transportation for homeless students who reside outside the District is outside the scope of this Contract. The District shall solicit price quotes on an individual case by case basis for such transportation services.

(b) General Operation and Service Requirements.

- (i) The Contractor must have adequate operations and maintenance facilities in appropriate locations and of appropriate size which will assure the proper performance of the Contract.
- (ii) The Board will determine annually the size and scope of the District's summer school program. Contractor's pricing for summer school Services shall be equal to the regular year's transportation pricing.
- (iii) The District will provide detailed student information to have the Contractor provide routing services, the District will coordinate new student data through the District's student information system to the Contractor's system to be routed by the Contractor. The Contractor will comply with the District's route requests or student route changes by implementing any changes within 3 working days after being notified by the District.
- (iv) The routes must not exceed one (1) hour in length and 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 Contractor and District for a decision. Any change the driver feels should be made for convenience must be first approved by the Contractor and District.
- (v) Contractor shall notify District immediately if any route is running ten (10) or more minutes behind schedule in addition to notify all families impacted by the delay.
- (vi) Contractor shall comply with all applicable laws, regulations and rules promulgated by the federal, State, county, municipal and/or other governmental unit or regulatory body 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 meant to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate Commerce Commission regulations, Worker's Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product Safety Act, the Illinois School Code and the Illinois Motor Vehicle Code.
- (vii) The District reserves the right to purchase and supply all necessary gasoline and/or diesel fuel to the Contractor during the Terme of this Contract. In the

event the District shall exercise such option, the District shall receive a monthly credit equal to the average monthly cost of fuel paid by the Contractor up to the amount of the fuel cap for the entire period of the Contract prior to the exercise of such option by the District. Should the District decide to purchase fuel, the Contractor shall provide and maintain the proper storage facility at no cost to the District.

- (viii) The District reserves the right to assign District personnel to ride the bus to supervise student behavior or to provide assistance to students. If District personnel are assigned to ride a bus, the Contractor shall arrange to have the bus driver pick them up and drop them off as required by the District.
- (ix) For bus terminals located within the District boundary, the computation of the Contractor's charge shall be based on "gate to gate" mileage. For bus terminals local outside the District boundaries, the computation of the Contractor's charge shall begin at the first student pickup point and end at the last school drop-off point for the morning run and the first school pickup point to the last student drop-off point for the afternoon run (live miles). Deadhead mileage shall be the responsibility of the Contractor.

(c) **General Specifications.**

- (i) Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates of authority required for the performance of Services under the Contract Documents.
- (ii) Contractor represents and warrants that it and its personnel and employees possess the skill, knowledge, and necessary training to perform the Services and that it will perform the Services timely and in a professional manner.
- (iii) Contractor shall only permit qualified individuals to perform the Services, which individuals shall abide by all state, federal, and local laws and regulations at all times.
- (iv) Contractor shall supervise and direct the performance of the Services using Contractor's best skill and attention.
- (v) Notwithstanding any other term herein, Contractor shall be responsible to the District for the acts and omissions of its employees, personnel, sub-contractors and its agents and employees, and for the acts and omissions of any other persons performing any of the Services under a separate contract with the Contractor.

(d) **Reporting.**

- (i) *Proper Equipment.* The Contractor shall, prior to January 15, 2021, present to the District evidence of a purchase or lease contract for required vehicles and other equipment, with a reputable vehicle manufacturer, vendor or

broker, and a financing commitment, letter of credit or other evidence of available funding for such purchase or lease contract.

- (ii) *Monthly Reports.* Contractor shall submit to the District monthly reporting on all routes and Contractor's miles per gallon rates while providing Services. Contractor shall further prepare and submit to District a monthly 'Transportation Report', which shall outline specific levels of operation, including but not limited to: number of vehicles, routes, drivers, students transported, route miles, number of accidents, on-time arrival percentage, as well as outlining any service issues along with actions and recommendations.
- (iii) *Quarterly Reports.* On a quarterly basis, the Contractor shall submit to the District the following reports: vehicle maintenance, preventative maintenance, office staffing, on-time percentage, number of substitutes, safety drills and training.
- (iv) *Biannual Reports.* At least twice annually (October and March), Contractor shall conduct quality assurance surveys of all District buildings for which the Contractor provides Services. Such surveys shall be attached to the following month's Transportation Report. District and Contractor shall jointly design such surveys. The District may also use these surveys to measure satisfaction levels of the District patrons.
- (v) *Annual Reports.* On an annual basis, the Contractor will submit to the District all reports needed to complete the annual transportation claim. Annually, the Contractor may be subject to a service quality and contract compliance audits performed by District representatives. The District is not required to provide any notice prior to conducting such audits.
- (vi) *Other Reports.* From time to time, at the discretion of the District, other reports may be requested by the District and Contractor shall provide such reports in a timely manner. Records to confirm the accuracy of all reports shall be kept by the Contractor and made available for inspection by the District at all reasonable times, for not less than one (1) year after the submission of each report.

5. **PERSONNEL.**

(a) **Qualifications.**

- (i) Contractor shall have at least five (5) years' experience in the performance of Services required under this Agreement.
- (ii) The Contractor shall employ only qualified and properly licensed employees who shall be required at all times to exercise the highest degree of care and to observe and comply with all laws, ordinances, rules and regulations necessary to complete the Services.

- (iii) Contractor shall ensure that all personnel are physically and mentally qualified to perform the requirements of the Services.
- (iv) Contractor shall have the sole obligation to ensure that all personnel employed by Contractor are legal residents of the United States.
- (v) Contractor's personnel shall dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and nature of work being performed.
- (vi) Contractor's personnel shall conduct themselves in a courteous and professional manner while performing their duties.
- (vii) Smoking on District property is strictly prohibited.
- (viii) Contractor's personnel, or any subcontractor's personnel, shall not possess or be under the influence of alcohol, drugs, or any illegal substances while on District property or performing any Services. The Contractor shall remove from the site, any personnel or personnel of a subcontractor, who is vulgar, offensive, or who is under the apparent influence of drugs or alcohol, or who otherwise fails to comply with District's rules regarding on-site conduct.
- (ix) Firearms, knives, and any other weapons are not allowed on District property. This includes weapons stored in vehicles on District property.
- (x) Contractor personnel may only use cell phones during breaks and lunch, or in an emergency situation. Contractor personnel may only use devices such as i-pods, MP-3 players and/or other music type devices after District building is unoccupied by the community, staff, teachers and students; and only then may the Contractor personnel use the device in a safe manner.
- (xi) Contractor's personnel shall interact with the District's student population in accordance with the Crisis Prevention Institute (CPI) guidelines.
- (xii) Contractor's personnel shall not solicit, distribute, or sell products, items, or goods of any nature while on District property.
- (xiii) Contractor's personnel's friends, visitors, or family members are not permitted in the area in which Services are being performed without prior written authorization by the District.
- (xiv) Contractor and its personnel shall adhere to all District security standards, policies, and procedures.
- (xv) Contractor, its personnel, and any of Contractor's sub-contractors, shall at all times refrain from using, displaying, or demonstrating vulgar, offensive, aggressive, violent, rude, or insulting behavior or language while on District

property or performing the Services. Behavior and language not conducive to an educational facility will be treated and dealt with zero-tolerance.

District reserves the right to remove any Contractor personnel who does not meet the proper standards for service and performance.

(b) Requirements.

- (i) The Board and the District's administration shall have the authority to establish policies and rules, respectively, covering the performance of Contractor's personnel and the conduct of students. The failure of any Contractor personnel performing under this Contract to obey and enforce all policies and rules established by the Board and the administration with respect to the transportation of students shall be sufficient cause for the removal of such personnel from the performance of this Contract upon the request of the Board or its appointed representative. Any request to remove an employee from service under the agreement shall be in writing, with the reasons stated forth therein.
- (ii) The District reserves the right to interview and approve, at its sole discretion, the transportation manager, assistant manager, dispatcher, and route coordinator that initially serve the District under the Contract. The transportation manager and/or the assistant manager must be on duty between 5:30 a.m. and 5:30 p.m.
- (iii) The District may, following consultation with the Contractor, require dismissal from work any Contractor personnel they deem incompetent, insubordinate, unsuitable or otherwise objectionable.
- (iv) The Contractor shall provide adequate dispatch and office personnel based on need and availability to the District between the hours of 5:30 a.m. and 5:30 p.m. every day school is in session and any other time that Contractor buses or vehicles are in operation. The District will assign a primary contact person for daily operations and resolution of conflicts and emergencies. The Contractor must provide a direct line separate from its published number for the public. This District access number should have the ability to ring generally within the Contractor's office to be answered by on-call staff. The Contractor must provide a contact person who is available and on duty for communication and service outside of regular scheduled route times while District students are being transported by the Contractor. The contact information for this individual(s) must be provided to the District in advance of transportation services provided outside of regular route schedules.
- (v) The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of the District as specified in the Contract Documents. The District requires a minimum level of

management, supervisory, and technical personnel which includes on road supervisor.

- (vi) The Contractor will have employees with sufficient experience to maintain the fleet and adequate and appropriate maintenance facilities to meet the requirements as further set forth in the Contract Documents.
- (vii) Personnel furnished by the Contractor will perform the functions included in this Contract and shall be employees of the Contractor.
- (viii) The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking such disciplinary actions with respect to their employees as may be necessary.
- (ix) The Contractor shall not discriminate against any employees or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin, disability or age. Breach of this covenant will be regarded as a material breach of the Contract.
- (x) The Contractor shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or age.
- (xi) The Contractor agrees, as a condition of employment of any individual under the terms of this Contract where such individual will be physically present within the District providing the Services herein agreed upon, that all such individual employees:
 - (1) Shall have executed criminal background investigations and driving records investigations at the time of hiring and continuously during the term of this Contract pursuant to the terms of this Agreement and the School Code of Illinois, as amended; and
 - (2) Shall no longer be allowed to perform service for the District under this Contract in the event that conviction of one of the offenses listed in Section 10-21.9 of the School Code of Illinois is identified.
 - (3) Shall no longer be allowed to perform service for the District under this Contract in the event that any individual who has been convicted of reckless driving or operating a motor vehicle while under the influence of an intoxicant or controlled substance during the past ten years.
- (xii) Costs relating to drug and alcohol testing of Contractor drivers and yearly physicals will be the responsibility of the Contractor.

- (xiii) All Contractor transportation personnel (including drivers) shall be required to wear a photo ID badge approved by the District. Additionally, it is important that drivers wear professional attire in accordance with their role. Apparel with holes or inappropriate graphics or wording is not acceptable.
- (xiv) The Contractor shall, at its expense, keep on its payroll substitute drivers in a number of no less than 10% of its driving staff. The substitute drivers shall not be assigned permanent routes and will be used to cover bus or vehicle schedules when a driver is absent. The District reserves the right to ask the Contractor to increase its substitute count.
- (xv) Contractor's drivers shall meet the following requirements:
 - (1) All drivers are subject to all current and future state and federal laws and regulations pertaining to the operation of school buses and to any regulations set forth by the Board of Education.
 - (2) Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the School District for which the driver provides services.
 - (3) While transporting students, buses shall not be operated by any person other than a licensed school bus driver meeting all requirements set forth by the Illinois State Board of Education and the Illinois Secretary of State.
 - (4) The District expects that there will be consistency in drivers assigned to routes serviced under the Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.
 - (5) Drivers shall not use or operate cell phones or use electronic communication devices while transporting students or while in direct supervision of the students. This includes hands free devices.
 - (6) Drivers must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois.
 - (7) Drivers shall not use indecent language, shall not smoke on the bus or on District property, nor permit students to smoke or cause disturbances on the bus.
 - (8) Prior to the start of each school year, the Contractor shall provide the District with a copy of its drug testing policy for drivers, a listing of the assigned bus 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 one (1) week prior to the beginning of each school year:
 - (a) Name – first, middle, and last;

- (b) Copies of driver's license;
- (c) Proof of age;
- (d) Proof of drug testing; and
- (e) Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check.

(c) **Safety and Training.**

- (i) The Contractor will be required to report to the District how Contractor's bus drivers and bus monitors are trained, what techniques are used, how long, and how often for each individual employee. Documentation on training must be provided by the Contractor and updated as appropriate. This report must be ongoing and a quarterly report provided to the District documenting training by individual employee.
- (ii) Each bus driver must pass an approved safety education course in pupil transportation offered by the Illinois State Agency governing the curriculum or be enrolled in said course and have completed it within 45 school days of the completion of the curriculum. All such expenses, if any, will be absorbed by the Contractor.
- (iii) The Contractor will be responsible for employee training and discipline in appropriate behavior and conduct. Included among the minimum standards for behavior and conduct for all employees working under the Contract with the District are the following specific requirements:
 - (1) Employees should avoid excessive attention to a particular student or students, in order to avoid the appearance of impropriety.
 - (2) Employees should limit all verbal communication and physical contact with a student to that which is appropriate to the age and maturity of the student.
 - (3) Social interaction between employees and students should be avoided when the parents or guardians of the students are not present.
 - (4) Sexual harassment is not tolerated by the District. No employee is to engage in any form of sexual harassment, including but not limited to making sexual advances, requesting sexual favors or otherwise engaging in verbal or physical conduct of a sexual nature with a District student or adult. Any employee receiving a complaint of sexual harassment from any student about another employee will inform his/her supervisor and the building principal or his/her designee of the complaint as soon as is practical, but no later than the next school day.
- (iv) The Contractor shall provide, carry out, implement and maintain a comprehensive school bus safety program and student transportation safety

program. The program will be provided to all the District schools. The program, including mandated state safety drills will be provided to all the District schools. All reports and appropriate documentation needs to be provided to the District. Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract and in particular any such laws pertaining to safety.

(d) Equipment Requirements and Guidelines.

- (i) Contractor shall be responsible for the availability and maintaining the financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles required to perform the Services required of this Contract.
- (ii) The average age of the Contractor's bus fleet will not exceed eight (8) years. The maximum allowable age for any single unit is twelve (12) years. This shall include any substitute and special needs buses. Spare buses shall be required to meet the same standards.
- (iii) The Contractor shall keep and maintain all equipment for the transportation of students in strict accordance with all Federal and State standards and such equipment shall be maintained in sound mechanical condition at all times sufficient to maintain a ninety-five percent (95%) first-time pass rate on required safety inspections. Said equipment shall be kept clean and in satisfactory condition. The District reserves the right to request the removal of a bus from service.
- (iv) Contractor agrees that each vehicle must include the following safety equipment:
 - (1) Operating a two-way radio able to transmit and receive with an exclusive frequency (Digital UHF that is compatible with a Motorola XPR-8400) (not Citizen's Band) with a base station in the local office and District office. All buses serving the District must use two-way radios on the same frequency.
 - (2) Drivers will be required to leave the two-way radios on during all routes and charters driven.
 - (3) Contractor must maintain working two-way radios on every bus serving the District. Spare working two-way radios must be available so that no bus is ever without a working two-way radio while transporting students.
 - (4) Contractor must provide a written plan for the communication process of late vehicles/buses with parents.

- (5) Contractor must equip each vehicle with digital, high-resolution video and audio camera technology to insure the safety and well-being of all riders. At a minimum the system should allow for Audio recordings and two (2) viewing angles (student seating/driver and depending on the type of vehicle one (1) camera in front and mid-ship or back of vehicle). In addition, the systems must be capable of recording in color and be viewable in low light conditions. It is the preference of the District that the driver camera is positioned to also provide coverage of the door and that the second is a mid-bus aisle camera. This would provide for a cross driver, bulk-head back and mid-bus back camera positions. The vendor shall make available to the District access to video as needed via in electronic method that can be viewed via any office within the district buildings within 24 hours of a request. Video systems must hold video/audio data for a minimum of 30 in-use days.
- (6) Safety Equipment Measure: The Contractor must provide a contact person who is available and on duty for communication and service outside of regular scheduled route times while District students are being transported by the Contractor. The contact information for this individual(s) must be provided to the District in advance of transportation services provided outside of regular route schedules.
- (v) Each bus shall be cleaned and left in broom-swept condition each day.
- (vi) It is required by the District to have each bus equipped with “Real Time” GPS technology. The Contractor shall make available to the District access to key information that will allow for enhanced service. This access shall be in “View only” but with the capability to gather important information such as on-time performance, late buses, stop times, route times, speed, etc.
- (vii) *Responding to District emails and request for video review:* It is necessary that the Contractor respond to all District email and requests for video review expeditiously. The District may impose liquidated damages in the amount of \$50.00 per occurrence when the Contractor fails to respond via email within 24 hours to any complaint, question, or request sent to the Contractor by email from a District representative.
- (viii) Contractor agrees that any and all vandalism damages to Contractor's equipment shall be the responsibility of Contractor. Should an act of vandalism occur on the bus, the Contractor shall fix or repair all damage as quickly as possible. The District shall assist, to the extent legally possible, in helping the Contractor obtain restitution from persons guilty of causing vandalism should they be the District students.
- (ix) The Contractor shall keep spare vehicles on hand to cover emergencies or breakdowns on the road. There must be a similar sized or larger capacity standby vehicle available. Wait time should not exceed twenty (20) minutes for any breakdown or accident. There shall be a minimum 10% margin of

spares when full size equipment is required and minimum 10% margin of spares when mini buses or Suburban type vehicles are required. A variance will occur from time-to-time as to the number and types of vehicles required by the District. The District shall only be charged for number of vehicles used for assigned students/routes. The District reserves the right to ask the Contractor to increase its spare count.

(e) **Background Investigations.**

The Contractor shall have a company policy that provides for a thorough criminal background check on all personnel assigned to District locations including site supervisors, company officials, and employees who may occasionally visit District locations in an official capacity. The Contractor shall provide proof to District that it has submitted a request for background investigation with the Illinois State Police within five (5) calendar days of assignment of any Contractor employee to a District site. This proof shall be a signed statement from the Contractor that the application has been filed and a photocopy of the completed application. These documents are to be sent to District. If these documents are not received within five (5) calendar days of assignment, the Contractor shall have a two (2) calendar day cure period to provide the documents or the personnel in question shall be immediately removed from assignment to District sites. Once the background documents are returned by the authorities to the Contractor, the Contractor shall notify District of the results within five (5) calendar days. If notification is not received within five (5) calendar days, the Contractor has a two (2) calendar day cure period to provide the notification. Failure to provide the notification shall result in immediate removal of the personnel in question from District sites. If any adverse information is developed through the background checks or through any other source, the Contractor shall immediately remove the employee from District duty. District shall be informed of this action as soon as possible.

District reserves the right to reject the assignment of any person to work at any District location. No Contractor employee shall be assigned who has any criminal convictions.

(f) **Background Check.**

The Contractor shall ensure that a fingerprint-based criminal history records check is completed for all of Contractor's employees pursuant to 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1, and that all requirements of 625 ILCS 5/6-106.1 are met. The Contractor shall submit the following information to the District for all of Contractor's employees at least fifteen (15) days prior to the first day of school each school year and before the first day of work for all new employees:

- (1) Legal name and home address;
- (2) Evidence that the employee has successfully passed drug and alcohol screening; and
- (3) Evidence that the employee has successfully completed a fingerprint-based criminal history records check in accordance with 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1 and that the employee is not listed on the Illinois Sex

Offender Database or the Illinois Child Murderer and Violent Offender against Youth Database pursuant to 625 ILCS 5/6-106.1.

The Contractor shall keep such information current and notify the School District in writing when there are any changes to such information. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed herein or who appear in the noted databases shall not be permitted at any time to be present on school grounds. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this Section is a material breach of this Agreement.

Contractor shall defend, indemnify, and hold the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, and successors and assignees, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including attorneys' fees and expert witness fees, arising out of or in connection with any violation of, or Contractor's failure to comply with, the requirements of 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1. Contractor shall be responsible for all costs and expenses associated with the above-required fingerprint-based criminal history records checks. Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the Illinois State Board of Education's list of "registered educational personnel".

(g) Drug Testing.

The Contractor shall perform drug testing in accordance with the criteria laid out by the National Institute of Drug Abuse (NIDA) for the standard industrial substance abuse ten (10) panel testing, which shall include:

- (1) Marijuana;
- (2) Cocaine;
- (3) Phencyclidine;
- (4) Opiates;
- (5) Methamphetamine;
- (6) Methadone;
- (7) Amphetamine;
- (8) Barbiturates;
- (9) Benzodiazepines; and
- (10) MDMA.

(h) Nondiscrimination; Equal Employment Opportunity.

Contractor shall comply with a policy of nondiscrimination and equal employment opportunity for all persons and shall take affirmative steps to provide equal opportunity for all persons. Contractor shall not discriminate against members of the public, any employee, or any applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, order of protection status, disability, military status, sexual orientation, or unfavorable discharge from military service. Contractor shall comply with the Illinois Human Rights Act and all the regulations of the Illinois Department of Human Rights (the “Department”) as required for public contracts including the following:

- (1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (2) Comply with the procedures and requirements of the Department’s regulations concerning equal employment opportunities and affirmative action;
- (3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;
- (4) Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Illinois Human Rights Commission (the “Commission”); (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(i) Prevailing Rate of Wage.

The Contractor shall comply with all statutes, both Federal and State, governing payment of wages to employees. The Contractor will pay the prevailing rate of wage in the Winnebago County, Illinois area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor (“IDOL”). Effective June 1, 2019, an amendment to the State of Illinois Prevailing Wage Act requires the IDOL to ascertain the prevailing wage rates for each county in Illinois and publish such rates on IDOL’s official website no later than July 15 of each year. If, during the course of work under the Agreement, IDOL revises the prevailing rate of hourly wages to be paid under this Agreement for any trade or occupation, the prevailing rate of wages as revised by IDOL can be found and are available to Contractor on IDOL’s official website. Contractor shall have the sole responsibility and duty to ensure that the then-current prevailing rate of hourly wages is paid by Contractor to each worker to whom a rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract

pricing. Further, Contractor shall submit its monthly certified transcript of payroll directly to IDOL using IDOL's electronic portal, available at IDOL's official website.

6. **SERVICE QUALITY/ASSURANCE.**

It is recognized that service to the School District and its patrons is the essence of the Contract and to that end the Services provided by the Contractor shall be regularly monitored.

The Contractor shall provide the District with information concerning the Contractor's designated person(s) for the purposes of obtaining instructions, answering inquiries, and resolving complaints. Such persons shall be available to discuss, and if necessary meet with District personnel to resolve problems.

Contractor acknowledges and agrees that time is of the essence to complete the Services. Contractor agrees that all Services shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion within the time specified.

The Contractor shall work with the School District to create a mutually agreed upon quality assurance surveys for the School District to periodically send out to all buildings and employees served. The School District and the Contractor shall jointly design such surveys and the School District shall have sole responsibility to administer the survey(s). Such survey results will be shared by the School District with the Contractor and the Contractor shall make good faith efforts to improve survey results.

7. **COMMUNICATIONS.**

Creating and maintaining good communications between the Contractor and the School District administration is vital to a safe, convenient, efficient, and cost effective working environment. The designated communications person(s) shall be responsible for notifying School District administration, including school building administration, whenever required under the Contract.

8. **COMPENSATION, INVOICING, AND PAYMENT TERMS.**

(a) **Compensation.**

In consideration for providing the Services, the School District shall pay the Contractor in accordance with the completed Price Pages provided in the Bid Documents (the "Price Pages") and submitted by the Contractor with its Bid. A copy of the Contractor's completed Price Pages is included with Exhibit B. Contractor's compensation shall be based upon the actual number of student attendance days for which Contractor's Services are provided, which may be greater than or fewer than one hundred seventy-two (172) days. No compensation will be paid to the Contractor for any day or days that Services are not required by the District.

All personnel expenses and other expenses deemed necessary by Contractor to provide the Services are included within the costs specified on the Contractor's Price Pages. Contractor's expenses shall generally not be reimbursable. Any request for reimbursement of expenses must be pre-approved by District in its sole and absolute discretion and Contractor's invoice containing the reimbursable expenses must be accompanied by written documentation substantiating the expenses subject to the reimbursement request. No markup shall be paid by District on any reimbursable expenses.

District may increase or decrease service levels to be provided by Contractor under this Agreement. Any rate adjustment shall be by mutual written agreement of the parties.

(b) Invoices.

The Contractor shall invoice the School District by the third (3rd) working day of each month for Services provided through the last day of the preceding month. Contractor shall submit its Invoice to the District's Accounts Payable Department at 501 Seventh St., Rockford, IL 61104.

Contractor shall prepare and send to the District its invoices for processing on a monthly basis. In general, Contractor should submit one (1) invoice for each location at which it is providing Services, if applicable, itemizing the applications and performance of Services at each location.

Copies of all invoices shall be submitted to the Chief Financial Officer, District No. 205, 501 Seventh Street, Rockford, Illinois 61104. Late invoices will not be processed by the School District until the following month.

(c) Additional Services.

Before rendering any services outside the scope of the Services ("Additional Services"), Contractor must receive prior written approval from the designated School District official. Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the type of Additional Services provided, the number of hours worked, and the name of the School District employee who authorized the Additional Services. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with the Contractor's Proposal.

(d) Payments.

After verification of an invoice, the School District shall pay the verified amount due to the Contractor following monthly Board approval in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). Payment of any disputed items may be withheld by the School District until mutual agreement is reached between the Contractor and the District relative to the item or provision upon which the difference arises

or until the matter is judicially resolved. Such suspension of payment shall not constitute a breach of the Contract by the School District. The School District may further withhold payments, if it is determined that the Contractor made a false certification in its Bid or has violated the Bidder Certifications by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

9. **ESCALATION.**

The rates for the Services shall be guaranteed to remain as outlined in the Price Pages through June 30, 2024. For each subsequent Contract Year thereafter, and only upon a minimum of sixty (60) days advance written notice to the District prior to the end of the then-current Contract Year, the Contractor may request to adjust the contract unit prices upward or downward in a percentage not to exceed three percent (3%) or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, whichever is less. **NO PRICE INCREASE BY THE CONTRACTOR SHALL EXCEED THREE PERCENT (3%) OF THE IMMEDIATELY PRECEDING YEAR'S AMOUNT.** Price increases will only be allowed upon written approval of the District. If Contractor does not provide District with the sixty (60) days' notice as set forth above, the Contractor's prices shall not be adjusted and shall remain firm for the next twelve (12) months.

10. **INSURANCE.**

The Contractor shall purchase from and maintain at its own expense during the term of the Contract, the insurance described in and in the amounts specified in the following subparagraphs and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of AM Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the School District thirty (30) days prior notice thereof in writing. In the event of such expiration or decrease, the School District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions and the School District shall have no obligation to pay them.

During the term of this Agreement, Contractor shall maintain insurance at or above the limits specified in the following chart, and each such policy shall include the School District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the School District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's performing the Services, or from Contractor's performance of any other duty under the Agreement in accordance with the indemnity clause herein. Contractor shall furnish all such policies, with proper certification, to the School District upon execution of this Agreement.

The cost of all policies required by this Section shall be reflected in the Price Pages, and Contractor shall not be entitled to receive from the School District any additional compensation for any such insurance costs. At all times during the term of this Agreement, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$1,000,000 \$1,000,000 \$1,000,000
Commercial General Liability** A. Per Occurrence B. General Aggregate 1. General Aggregate – Property 2. General Aggregate – Per Project 3. General Aggregate – Products/Completed	\$1,000,000 \$5,000,000 \$3,000,000 \$3,000,000
Comprehensive Auto Liability	\$5,000,000 bodily injury and property damage combined
Uninsured Motorist Coverage	\$150,000 per person, \$500,000 aggregate
Fire Legal Liability (any one fire)	\$100,000
General Umbrella Excess Liability	\$3,000,000 - \$5,000,000*
**Business Auto Liability	\$1,000,000

* Minimum \$3,000,000; maximum \$5,000,000 as prescribed in the Bid Documents.

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance.

If any policy or coverage is written as “claims made” then coverage must be maintained for four (4) years after termination of this Agreement. Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor’s direction and control when arising from or in any way related to the bid and resulting contract and Contractor’s performance of its contract obligations.

All policies shall name the School District, its Board of Education, officers, employees, and agents as an additional insureds (the “Additional Insureds”), shall be primary to any insurance carried independently by such Additional Insureds, shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from

the negligence or other fault of the Contractor, Contractor's Agents, representatives, and employees, and shall contain a waiver of subrogation in favor of the Additional Insureds.

The Contractor shall furnish the School District with a certificate or certificates of insurance showing that such insurance is in effect. Insurance certificates shall also reference this Agreement and its associated Bid Number. The Contractor will provide written notice to the School District at least thirty (30) days prior to the cancellation, non-renewal, or reduction in the limits of liability endorsement, change in deductible per claim, or change in the limitations or exclusions of such insurance.

11. **INDEMNIFICATION.**

(a) **Indemnification by Contractor.**

The Services performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assigns, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, whether know or unknown, and whether based on a tort, contract, or another theory of recovery, including any and all claims based on personal injury, property damage, pain and suffering, emotional distress, wrongful death, and the Illinois Family Expense Act (750 ILCS 65-15) arising out of:

- (1) The Services performed, materials furnished, or Services provided under this Agreement by Contractor or its agents;
- (2) Negligent acts or omissions or willful misconduct of Contractor, its officers, directors, employees, successors, assigns, contractors and agents;
- (3) Any breach by Contractor of the standard of care as further set forth in the Contract;
- (4) Any breach by Contractor of the terms of the Contract;
- (5) Any violation or breach by the Contractor, its officers, directors, employees, successors, assigns, contractors and agents of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (6) Any breach of any representation or warranty by Contractor under the Contract. Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

Contractor's indemnification obligations under this section shall not apply to the extent that such claim, loss, cost, expense or damage arises from or is caused by the negligence or willful misconduct of the School District, its Board of Education, its agents or employees.

(b) Indemnification by District.

To the fullest extent permitted by law, District agrees to defend, indemnify, and hold harmless the Contractor, its officers, employees, agents, contractors, successors and assigns, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, whether known or unknown, and whether based on a tort, contract, or another theory of recovery, including any and all claims based on personal injury, property damage, pain and suffering, emotional distress, wrongful death, and the Illinois Family Expense Act (750 ILCS 65-15) arising out of:

- (1) Gross or willful misconduct of District, its officers, directors, employees, successors, assigns, contractors and agents;
- (2) Any material breach by District of the terms of the Contract;
- (3) Any violation or breach by the District, its officers, directors, employees, successors, assigns, contractors and agents of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (4) Any breach of any representation or warranty by District under the Contract. District agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Contractor may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

(c) Neither Contractor nor the District will be responsible for special, indirect, incidental, punitive, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Contract, whether in contract, tort, or otherwise, however caused, even if such Party has been advised of the possibility of such damages.

(d) Environmental Indemnification.

Throughout the Term, or any Option Term of the Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assigns, from and against all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not

limited to, Federal Water Pollution Control Act (33 USC 1251 *et seq.*) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 USC 6901 *et seq.*) (“RCRA”), Safe Drinking Water Act (42 USC 300f-j-26), Toxic Substances Control Act (15 USC 2601 *et seq.*), Clean Air Act (42 USC 7401 *et seq.*); the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 *et seq.*) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 USC 11001 *et seq.* (“EPCRA”), the Illinois Natural Resources and Environmental Protection Act the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of the Contract.

12. **PERFORMANCE BOND.**

The Contractor shall furnish a Performance Bond guaranteeing the Contractor’s faithful performance of the Services for the duration of the Contract. The Performance Bond shall be in an amount equal to Fifty Percent (50%) of the amount of the Contract, shall be in such form and with a surety acceptable to the School District, and shall not include a limitations period shorter than that provided by Illinois law. The Performance Bond shall name the School District as primary co-obligee and shall be deemed to include the tenus listed with the Contract.

The Performance Bond shall be issued by a surety company or companies having a policyholders’ rating not lower than “A” and a financial rating not lower than “XII” in Best’s Insurance Guide (current edition), unless a lower rating is approved by the School District, in writing.

If at any time the School District shall become dissatisfied with any security or sureties then upon the Performance Bond, or for any reason such Bond ceases to be adequate security for District, the Contractor shall, within five (5) days after written notice from the School District, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the District. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

13. **TERMINATION.**

- (a) Without prejudice to any other rights or remedies it may have under the law or the Contract, the School District shall be entitled to terminate the Contract immediately upon the occurrence of any of the following events:

- (i) The Contractor fails to perform any of the provisions of this Contract, or so fails to satisfy any requirements herein so as to endanger performance of the Contract in accordance with its terms, and, in either of these circumstances, does not cure such failure within thirty (30) days following written notice from the District;
 - (ii) The School District determines in its sole discretion Contractor has jeopardized the safety or health of any student or students;
 - (iii) The School District is notified or discovers Contractor's insurance or performance bond as required by the Contract has expired or lapsed;
 - (iv) If it is determined the Contractor knowingly falsified information provided to the School District;
 - (v) If it is determined the Contractor offered substantial gifts or gratuities to a School District official, employee, or agent whether in their official capacity or not;
 - (vi) The Contractor becomes insolvent or seeks the protection of U.S. Bankruptcy laws; or
 - (vii) The Contractor has violated any other term or condition of the Contract and fails to remedy such violation or take substantial steps to remedy such violation after thirty (30) days prior written notice from the School District.
- (b)** If Contractor refuses or fails to perform Services as required as specified in the Contract Documents, or any separable part thereof, District may, without prejudice to any other right or remedy, serve written notification upon Contractor of intention to terminate and, unless within thirty (30) days after service of such written notice of the condition or violation the Contractor shall cease and make satisfactory arrangements for the correction thereof, the Agreement shall, upon the expiration of the thirty (30) days, cease and terminate.
- (c)** Termination of the Contract shall not preclude the School District from pursuing any and all remedies available to it at law or at equity. Any termination by the School District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the School District against Contractor.
- (d)** The School District shall have the right to audit all elements of any termination claim and Contractor shall make available to the School District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the School District exercises its right to terminate. The School District shall be entitled to recover its attorney fees and expenses in any successful action by the School District to enforce this Agreement.

- (e) The Contractor shall have the right to terminate the Contract if the District has violated any material term of this Agreement and fails to remedy such violation or take substantial steps to remedy such violation after thirty (30) days prior written notice to the School District. Amendment to existing regulatory laws and ordinances in enactment of new laws and ordinances shall not serve as justification for the Contractor to terminate its obligations hereunder, unless that amendments make the completion of Services pursuant to the terms of this Agreement impossible.
- (f) The District may unilaterally terminate the Agreement for any reason or no reason, upon twelve (12) months written advance notice to the Contractor. Contractor may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

14. BOARD POLICIES AND DISTRICT RULES.

The Contractor shall at all times keep all employees informed of applicable Board of Education policies and School District rules and regulations to the extent that Contractor has been provided such policies and rules or has been otherwise advised of said policies and rules.

15. COMPLIANCE WITH LAWS AND REGULATIONS.

During the entire term of the Contract, the Contractor and its employees shall comply with all Board policies, Federal, State, and local laws, statutes, ordinances, rules and regulations and all laws and regulations of the State of Illinois, including but limited to the School Code, and the rules and regulations of the Illinois State Board of Education and Illinois Secretary of State. Contractor shall regularly update its employees concerning changes in the law affecting or relating to the provision of the Services.

16. INDEPENDENT CONTRACTOR.

During the term of the Contract, the Contractor will provide the Services as an independent contractor and not as an agent or employee of the District. Nothing contained in the Contract may be construed to create an employment arrangement between the Contractor and the District; create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. The Contractor is responsible for its own operation. The Contractor must exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and employment eligibility, for the payment of any wages, salaries, or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers compensation, Social Security, pensions, or annuities that are imposed as a result of the employment of the Contractor's employees, agents, representatives, subcontractors, and suppliers. The Contractor must not pledge credit, incur any obligation or liability, hire any employee, nor purchase any merchandise or services in

the name of the District. Unless otherwise provided in this Agreement, all costs, charges, and expenses incurred in connection with the Contractor's performance of this Agreement must be borne by the Contractor.

17. **FORCE MAJEURE.**

Except as provided in Section 18, each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, civil or military authority, governmental or executive order, terrorists, war, civil unrest, accident, any strike or labor disturbance, lockout, shortage or inability to obtain critical material or supplies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event similar to those enumerated above and beyond the Parties' control (each, a "Force Majeure Event").

Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. District's payment obligations under this Agreement shall be tolled for the duration of such Force Majeure Event and in proportion to the extent that Contractor's performance is delayed, suspended, or otherwise affected. If a Party's non-performance under this section extends for thirty (30) days or longer, the Party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other Party.

18. **SPECIAL CIRCUMSTANCES.**

- (a) Notwithstanding the provisions set forth in Section 17, in the event the Contractor is unable to provide Services as a result of any Force Majeure Event, the District shall have the right to take over the operation of buses and other vehicles used in performing the Contract and may operate such buses and other vehicles with District personnel or other persons as the District may deem appropriate, provided such persons are properly licensed to drive a school bus or the applicable vehicle in the state of Illinois until Contractor is able to resume its regular operation. The District shall pay to the Contractor for the use of such buses and vehicles the compensation which would be due in accordance with the agreement to operate service, less reasonable expenses and cost incurred in securing services of operating personnel and other such reasonable cost of operation; *provided, however*, that the District's deduction of such cost and expenses shall not exceed the difference between the total compensation paid to Contractor for such buses and vehicles less Contractor fixed costs of operation.
- (b) The District would expect to sign a lease should the District utilize the Contractor's buses and vehicles and shall provide proof of adequate insurance that would include property damage, and personal injury insurance. In the alternative, the District shall have the right to secure and substitute other transportation services. If the cost of substitute transportation services are higher than the Contractor's costs, then the

Contractor agrees to pay the difference between the Contractor's charges and the charges of the substitute transportation company.

- (c) In the event of a Force Majeure Event, Contractor shall notify the District's Transportation Director and request permission to interrupt Service. Decisions by the District Superintendent shall be final.
- (d) If District facilities serviced by the Contractor are closed on any day or days because of weather conditions or other emergency, notice will be given by the Superintendent of the District (or his/her designee) of cancellation of Service to Contractor by telephone or otherwise, before 6:00 a.m. for such days. If notice is given after 6:00 a.m., District shall pay to Contractor a sum equal to one half (1/2) of daily rate shall for each bus driver unit affected.
- (e) In the event of an accident involving a Contractor vehicle while providing Services to the District, the Contractor shall immediately notify the Executive Director of Transportation first by telephone and then by written report, giving all information known at the time. Contractor is responsible in the event of any accident to follow established procedures, including the prompt procurement of any necessary medical assistance and the notification of the appropriate police department. Contractor shall provide a complete list of passengers and their seated location at the time of the accident and a copy of the accident report to the Executive Director of Transportation. The Contractor will notify parents of all students involved in the accident. The District reserves the right to have that vehicle removed from further service pending an inspection by a mechanic or safety expert of the District's choice with the cost to be borne by the District.

(f) **Unanticipated Shutdowns.**

In the event District operations cease for a period in excess of five (5) consecutive days, which days shall not include weekends, federal holidays, or days on which District operations were previously scheduled to be closed (an "Unanticipated Shutdown"), in accordance with declarations of the Illinois State Board of Education ("ISBE"), the District shall reimburse Contractor for certain fixed operating costs in accordance with the following terms and conditions:

- (i) Contractor agrees that, during the period of the Unanticipated Shutdown, Contractor shall pay its transportation personnel in full on the same basis the transportation personnel were being paid prior to the Unanticipated Shutdown.
- (ii) The District agrees that so long as Contractor continues to pay the transportation personnel it employs during the Unanticipated Shutdown, that it will continue to make payments to Contractor in an amount sufficient to cover the salary, including taxes and benefits, of its transportation personnel.

- (iii) The District will not be responsible to pay Contractor for any fuel or for the cost of any other supplies relating to the operation of Contractor's transportation equipment during the Unanticipated Shutdown.
- (iv) Contractor agrees as long as the District is making the payment required hereby, Contractor will not apply for any state or federal tax credit, loans or other assistance, including under the Coronavirus Aid Relief and Economic Security Act, that is based on the employees that the District is funding. The District shall have the right, upon reasonable notice, to inspect the books and records of Contractor to confirm it has not received any funds or assistance from any state or federal agency based on the employees compensated. If Contractor violates this provision, the District shall have no further obligation to make any payments under the Contract and Contractor will repay the District all funds the District paid pursuant hereto.
- (v) If for any reason Contractor discontinues to pay or does not pay its employees during the Unanticipated Shutdown, the District will not be obligated to make any further payments to Contractor during the Unanticipated Shutdown.
- (vi) Should the ISBE change its position relating to the reimbursement of said operating costs, then the District's obligation to make any further payments to Contractor under the contract during the Unanticipated Shutdown shall also terminate

19. **UNKNOWN SITUATIONS.**

Throughout the term of the Contract, situations may arise which have not been addressed herein. Such situations shall be negotiated between Contractor and the School District in good faith and then become a part of the legal and binding contract between the two parties.

20. **FREEDOM OF INFORMATION ACT COMPLIANCE.**

The School District is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, as amended from time to time ("FOIA"). FOIA requires the School District to provide, if requested to do so by any person, copies of documents that may be in Contractor's possession and related to this Agreement. Contractor agrees to and shall provide to the School District copies and all such documents when directed to do so by the School District at no charge to the District. All such documents shall be delivered to the School District's Legal Department NO LATER THAN five (5) working days after the date of the School District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the School District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

21. **RECORD-KEEPING.**

- (a) Records. The Contractor shall establish and maintain a reasonable accounting system that enables the School District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to this Agreement and the Services performed hereunder ("Records"). Such Records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers, including those for out-of-pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; training records; and correspondence. In addition, without limiting the foregoing, Contractor shall maintain a record of training of its employees including the nature and extent of training, a record and copy of required employee licenses for operation of vehicles and equipment and shall produce such records upon demand by the School District.
- (b) Retention. Notwithstanding any other provision in this Agreement to the contrary, the Contractor shall, at all times during its performance of this Agreement and for a period of three (3) years after the termination of the Agreement, unless otherwise required by law, maintain Records, together with all supporting or underlying documents and materials. Contractor shall upon written request by the School District at any time or times, whether during or after termination of the Agreement, and at Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the School District. The Records shall be made available to the School District, upon three days' written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the School District including the School District offices. Upon expiration of the retention period specified in this paragraph, prior to destruction of the Records, Contractor shall provide not less than thirty (30) days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the School District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. Contractor shall ensure the School District's right to access and audit the Records in the possession of, created or maintained by Contractor and its agents and representatives. Contractor shall notify in writing its agents and representatives of the requirements of records, retention and audit as set forth in this Section. Any and all contracts or agreements between Contractor and any other party related to this Agreement shall expressly include the records retention and audit provisions of this Section.
- (c) Audit. The School District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by Contractor, its agents and representatives. Cost of any examination or audit of Records conducted by the School District will be borne by the School District (excluding any cost to produce Records under Section (b)

above), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the School District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the School District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents or representatives, Contractor shall pay all costs of the examination or audit; and if paid by the School District, reimburse the School District for all such costs. In the event Contractor fails to pay such costs within thirty (30) days of demand by the School District, the School District may offset any such costs unpaid by Contractor from any balance due Contractor by the School District or at the election of the School District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

- (d) **Records Ownership and Security.** Contractor hereby acknowledges and agrees that all records, information and documents, whether in electronic or written form or otherwise, received by Contractor from the School District or otherwise obtained or received by the Contractor, its employees, agents and representatives during or in conjunction with performance of this Agreement and all records, whether in electronic or written form or otherwise, created by Contractor in performance of its obligations under the Agreement ("Records") shall be and remain owned by the School District. Contractor shall use all reasonable and timely means to protect and preserve all such records and to deliver the same to the School District upon demand. The Records are subject to access and examination by the School District and any federal agency with relevant responsibility for any federal grant funds providing funding for this Agreement. Contractor shall cooperate and produce the Records for inspection and examination by any governmental agency, including the School District, providing funding for the Agreement.
- (e) **Confidentiality.** The Records and all documents and information received, accessed or observed by Contractor in performance of this Agreement shall be and remain confidential. In the performance of its obligations under this Agreement Contractor may acquire access to certain information, including but not limited to, information concerning students and/or school personnel, and other confidential and/or proprietary information, including the Records (collectively, "Confidential Information"). Contractor will not, absent court order issued by a court of competent jurisdiction, without the prior written consent of the School District, and regarding student record information, without the express prior written consent of the parent/guardian, disclose, re-disclose or make available to anyone, at any time, either during Contractor's engagement with the School District or following termination of this Agreement, for any reason whatsoever, any of the Confidential Information. The provisions of this Section shall survive the termination of this Agreement.

22. **ASSIGNMENT.**

The Contractor may not assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder, without the School District’s prior written consent.

23. **NOTICES.**

All notices or communications required or permitted by the Contract Documents shall be in writing, unless otherwise expressly provided in the Contract Documents, and shall be considered delivered:

- (1) Upon receipt, when personally delivered; or
- (2) Five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested).

Notices shall be provided at the following respective addresses, unless changed in writing by either party:

To the School District

District No. 205
Attn: Superintendent
501 7th Street
Rockford, IL 61104

To Contractor

With copies to:

District No. 205
Attn: General Counsel
501 7th Street
Rockford, IL 61104

With a copy to:

and

Thomas J. Lester
Hinshaw & Culbertson LLP
100 Park Avenue
Rockford, IL 61101

Notices sent to Contractor shall be deemed effective as to Contractor’s subcontractors.

24. **NO WAIVER.**

The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such

provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

25. **SEVERABILITY.**

If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, shall not, in any way, be affected or impaired thereby and shall remain in full force and effect.

26. **GOVERNING LAW.**

This Agreement shall be subject to and interpreted under the laws of the State of Illinois.

27. **ENTIRE AGREEMENT.**

The Contract Documents constitute the entire agreement between the Parties, supersedes all previous agreements, written or oral, and there are no understanding, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**ROCKFORD PUBLIC SCHOOLS,
DISTRICT 205**

By: _____

By: _____

—
President, Board of Education

—
Its: _____

ATTEST:

ATTEST:

Secretary, Board of Education

—
Its: _____

EXHIBIT A
BID DOCUMENTS

EXHIBIT B
CONTRACTOR PROPOSAL