



**Request for Proposals for
Student Transportation
(Regular and Special Education (Alternate))
for the
School Years 2024-25, 2025-26, 2026-27
RFP # 24-01**

**Mandatory Pre-Proposal Meeting:
Tuesday, January 16, 2024 at 10:30am**

**Proposal Opening:
Tuesday, January 30, 2024 at 10:30am**



Community High School District 94

326 Joliet Street • West Chicago, Illinois 60185

630-876-6200

www.d94.org

Dr. Attila Weninger, Co-Superintendent

Mr. John Langton, Co-Superintendent

Board of Education

Bob Brown, *President* • Lynn Casey-Maher, *Vice President* • Rich Nagel, *Secretary*
Penny Munoz • Jovany Zuniga • Katherine Doremus • Gary Saake

January 9, 2024

Dear Vendor:

The Board of Education of Community High School District 94 is soliciting sealed proposals for Student Transportation (Regular and Special Education (Alternate)) for the school years **2024-25, 2025-26, and 2026-27 with an option that may be mutually exercised to continue the contract for the 2027-28 and 2028-29 school years.** The purpose of this transmittal is to invite you to submit a proposal on the project and provide you with the necessary instructions, specifications and reply forms.

Included are the "General Conditions & Instructions", "Proposal Specifications," "Non-Collusion Affidavit," five (5) certificate sheets, "Routes and Schedules," proposal/response form, "References" sheet, "Requested Information" response sheet, "Vendor Questionnaire," and a "Vendor Information Sheet," and a "Courtesy No Proposal Response Questionnaire". Where required, each should be completed in detail, signed, notarized, and returned in a sealed envelope clearly marked, "SEALED PROPOSAL - STUDENT TRANSPORTATION RFP # 24-01 - Attention: Mr. Dan Oberg, Director of Business Services".

The Board of Education reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which is considered to be in the best interests of this school district.

A mandatory pre-proposal meeting will be held on Tuesday, January 16, 2024 at 10:30 A.M. CST in the Administration Offices of Community High School District 94, 326 Joliet Street, West Chicago, IL 60185. Please enter at Entrance B on the West side of the building.

Sealed Proposals are due on or before Tuesday, January 30, 2024 at 10:30 A.M. CST and will be opened and publicly read at that time or shortly thereafter in the Administration Offices of Community High School District 94, located at West Chicago Community High School, 326 Joliet Street, West Chicago, IL 60185. Unsigned, late, incomplete, or non-conforming proposals will not be considered. Proposals submitted by any different means or in any different form shall not be considered.

If you have any questions regarding this RFP, please contact me at (630) 876-6220.
Sincerely,

Dan Oberg
Director of Business Services
West Chicago Community High School District 94

Enclosures: General Conditions & Instructions
 Student Transportation Proposal Specifications
 Non-Collusion Affidavit
 Certification Sheets (5)
 Regular and Special Education (Alternate) Student Transportation Service Routes and
 Schedules
 Important Links for Daily Schedules, Calendars and Routes
 Proposal Response/Reply Sheets
 References Sheet
 Requested General Information Response Sheets
 Vendor Questionnaire
 Vendor Information Sheet
 Courtesy No Proposal Response Questionnaire

**COMMUNITY HIGH SCHOOL DISTRICT 94
326 JOLIET STREET
WEST CHICAGO, IL 60185
(630) 876-6200**

Sealed proposals will be accepted for:

STUDENT TRANSPORTATION (Regular and Special Education (Alternate))

SUBMIT YOUR PROPOSALS TO THE ATTENTION OF:

Mr. DAN OBERG, DIRECTOR OF BUSINESS SERVICES

AT THE ABOVE ADDRESS NO LATER THAN:

PROPOSALS WILL BE OPENED AT 10:30 AM, Tuesday, January 30, 2024

**YOUR PROPOSAL MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED
WITH YOUR COMPANY NAME ALONG WITH ALL REQUESTED FORMS COMPLETED IN
FULL.**

Please complete the following:

Company Name

Street Address

City, State, and Zip Code

Telephone Number (**Including area code**)

Student Transportation RFP # 24-01

PLEASE NOTE:

A MANDATORY PRE-PROPOSAL MEETING
IS SCHEDULED FOR

10:30 A.M. TUESDAY, JANUARY 16, 2024

AT THE FOLLOWING LOCATION:

326 JOLIET STREET

WEST CHICAGO, IL 60185

****PLEASE ENTER AT ENTRANCE B****

****WEST SIDE OF THE BUILDING****

GENERAL CONDITIONS & INSTRUCTIONS

1. General

- A. The proposal shall be submitted in a sealed envelope properly marked with the company name, and clearly marked as follows:

**SEALED PROPOSAL
STUDENT TRANSPORTATION RFP #24-01
Attention: Mr. Dan Oberg, Director of Business Services**

- B. The proposal must be delivered to the specified address on or before the time specified. Submitting parties are strongly recommended to contact the District and confirm when its offices will be open to accept the delivery of proposals.
- C. Your proposal shall be made on this form.
- D. Unsigned, late, incomplete or non-conforming proposals will not be considered. Proposals submitted by any different means or in any different form shall not be considered.
- E. Community High School District 94 is not subject to Federal Excise Tax or Illinois Retailers Occupation Tax.
- F. If applicable, prices quoted shall include all charges for packing, transportation, and delivery to the school building or District Office as designated on the proposal.
- G. Correspondence shall be addressed to the Director of Business Services.
- H. Proposals are available for inspection in the Business Office after award of the contract.
- I. The party awarded a contract pursuant to this RFP is referred to in these instructions, specifications, and materials as the "Contractor." The Contractor shall comply with all applicable laws governing issuance of contracts in the State of Illinois, including but not limited to the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, as amended, as well as all rules and regulations of the Illinois Department of Human Rights and all local regulations and laws. Each submitting party shall be required to comply with all applicable provisions of the "Wages of Employees on Public Works Act" (Prevailing Wage Act, 820 ILCS 130/1 *et. seq.* (1993)), as amended.

The Contractor shall have the sole responsibility and duty to ensure that the proper prevailing rate of hourly wages is paid by the contractor to each worker to whom such rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum. The Contractor shall protect, defend, indemnify, and hold the Board harmless for any claims or demands made as a result of Contractor's failure to comply with this paragraph.

- J. Proposal price to remain firm as specified elsewhere in this RFP.
- K. Each proposal must be accompanied by a Certificate of Eligibility, certifying that the submitting party is not barred from bidding on public contracts due to a conviction for the violation of 720 ILCS 5/33E-3 (bid rigging) or 720 ILCS 5/33-E4 (bid rotating) of the *Illinois Criminal Code of 2012*, as amended, or a conviction or admission of guilt which is a matter of record for bribing or attempting to bribe an officer of the State of Illinois. The certificate of eligibility form is included within the RFP documents.
- L. Each proposal from a vendor with 25 or more employees must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* 30 ILCS 580/1 *et. seq.*, as amended, certifying that the submitting party shall provide a drug-free workplace for all employees engaged in the performance of work under the contract and that the submitting party is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. Each proposal from an individual must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* certifying that (he, she, it) shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she, it) is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. The certificates of compliance with the *Illinois Drug-Free Workplace Act* forms are included within the RFP documents.
- M. Each proposal must be accompanied by a certificate regarding a sexual harassment policy certifying that the submitting party has a written sexual harassment policy that includes: information that sexual harassment is illegal; defines sexual harassment under Illinois law; describes sexual harassment using examples; has an internal complaint process including penalties; informs employees of their rights under the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, as amended, and the complaint process available through the Department of Human Rights and Illinois Human Rights Commission; and, states that anyone filing a complaint will be protected against retaliation. The certificate regarding the sexual harassment policy form is included with the RFP documents.

N. No proposal will be considered responsive, complete and in conformance with proposal specifications unless accompanied by all of the certificates specified in 1.K. through 1.M. above, as applicable, and all such certificates are properly completed and signed. The contract awarded shall be subject to suspension of payments and termination, or both, if it is determined that the submitting party has made a false certification, or that the submitting party has violated any of such certifications.

O. The Contractor must maintain the following Insurance requirements:

1. Contractor will carry, pay for and keep in force during the term of this contract and any extension thereof, in companies licensed to do business in Illinois with an A. M. Best rating of "A" and satisfactory to the District, Commercial General Liability and Commercial Automobile Liability insurance policies (including physical damage) in minimum amounts of insurance as follows:
 - a. Combined single limit bodily injury and property damage coverage of \$5,000,000 for each occurrence and \$5,000,000 in the aggregate.
 - b. Excess umbrella liability damage coverage of \$25,000,000 for each occurrence.
 - c. Medical payment limits of \$50,000 each person, each occurrence.
 - d. Uninsured and underinsured motorist protection, with limits meeting statutory requirements.
2. Contractor shall also carry, pay for and keep in force during the term of this contract and any extension thereof, in companies licensed to do business in Illinois with an A. M. Best rating of "A" and satisfactory to the District, Worker's Compensation as required by law, and Professional Liability insurance in the minimum amount to \$1,000,000 for each occurrence.
3. Such insurance shall name the District as an additional insured on a primary and noncontributory basis and in addition, such coverage shall insure members of the Board of Education, officers, employees, student teachers, volunteers, and agents in all of their official capacities, and other persons, firms or corporation as the District from time to time may direct for claims arising out of performance of this contract. Contractual liability shall be provided under the Comprehensive General Liability policy to include the Hold Harmless Agreement set out in Paragraph 5 of this Section.

4. The Contractor's insurance shall provide that the following be included as additional insureds: The Board of Education of Community High School District 94 and Community High School District 94, its members, officers, employees, student teachers, volunteers, and agents, all of DuPage County, Illinois. A certificate of insurance and Riders evidencing the District's insured status shall be provided to the District within thirty (30) calendar days of the awarding of a contract evidencing this coverage and must include requirement of a thirty (30) day notice of cancellation, modification, reduction, or non-renewal of such coverage to the District.
 5. The Contractor shall indemnify, hold harmless and defend the District, members of the Board of Education, officers, employees, student teachers, volunteers, and agents against all suits, actions, legal proceedings, claims and demands and against all damages, losses, costs, expenses and attorney's fees in any matter caused by arising from, incidental to, connected with or growing out of the performance of this contract. All insurance policies described herein shall insure this Hold Harmless Agreement. However, Contractor's obligation hereunder shall not be limited by the amount of any such insurance.
 6. The Contractor shall, before any service under the contract is provided, furnish the District with a Certificate of Insurance for the coverage described above, which shall not be modified, canceled or reduced without first giving the District thirty (30) days advance notice in writing by registered or certified mail. Each policy shall include the parties named in Paragraph 4 of this Section as additional insureds. If the District or the Contractor is served with any notice of modification, cancellation, proposed cancellation, or non-renewal of any of the foregoing insurance coverage, it shall immediately notify the other party of such notice, and the Contractor shall make whatever arrangements necessary to replace such coverage before providing any further service under the contract.
- P. Security in the form of a bond, certified check or cash in an amount equal to ten (10%) percent of the base proposal amount (the "Proposal Bond") shall be submitted with the proposal. Should a bond be submitted, the bond shall be payable to the Board of Education, Community High School District 94, West Chicago, IL 60185.

If the party awarded a contract pursuant to this RFP refuses to proceed with said contract, or to provide the District with any other documents required under the proposal specifications, or fails to furnish any required performance bond, the amount of the Proposal Bond will be forfeited to the District as liquidated damages and not as a penalty. The District shall have the right to retain all

Proposal Bonds until the contract and any other documents required under the proposal specifications, have been executed and any required performance bond has been furnished or all proposals have been rejected. Thereafter, the Proposal Bonds of all except the party awarded a contract hereunder will be returned promptly. The Proposal Bond of the party awarded a contract will be returned promptly after the Board of Education and the party awarded a contract have executed the contract, and the required performance bond has been received by the District.

Q. PERFORMANCE BOND

Within seven (7) business days following the contract award, the Contractor shall provide the District with a Performance Bond guaranteeing the Contractor's performance of its duties under the contract, and indemnifying the District from any loss resulting from failure of the Contractor to fully perform each or all of said duties. The Performance Bond shall be a one hundred percent (100%) performance bond and shall be placed with a surety company satisfactory to the District. The cost of the premium for said Bond shall be paid by the Contractor.

2. ERRORS AND OMISSIONS

All proposals shall be submitted using the forms provided with the RFP, with each space properly completed. **The special attention of parties submitting proposals is directed to the policy that no claim for relief because of errors or omissions in a submitted proposal will be considered and parties submitting proposals will be held strictly to the proposals as submitted.** All submitting parties must satisfy themselves as to the intent of these specifications. Should a submitting party find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, the submitting party shall advise the Director of Business Services who will issue the necessary clarifications to all prospective parties by means of addenda. Submission of a proposal shall constitute an acknowledgement and admission by the party responding to this RFP that it is fully informed as to its contents, any amendments or revisions to the RFP, all conditions hereof, as well as the nature, extent and character of services required.

3. WITHDRAWAL OF PROPOSALS

All proposals shall be deemed final, conclusive and irrevocable, for at least 60 days after the date of the proposal opening. Proposals may be withdrawn in person, or by letter, facsimile transmission, and electronic mail or similar means, provided that the withdrawal is actually received by the party to whom proposals are to be submitted prior to the time for the opening of proposals. No proposal shall be withdrawn after the scheduled closing time for the submission of proposals without the consent of the Board.

4. INVESTIGATION OF SUBMITTING PARTIES

- A. The Business Office will make such investigation as is necessary to determine the ability of the submitting party to fulfill proposal requirements. The submitting party shall furnish such information as may be requested and shall be prepared to show (if applicable) that completed installations of equipment, types of services, or supplies are substantially similar to that included in the proposal.
- B. The Board of Education reserves the right to reject any proposal if it is determined that the submitting party is not properly qualified to carry out the obligations of the contract.

5. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all proposals, to waive irregularities, and to accept the proposal which in, its sole and absolute discretion is considered to be in the best interests of the District. Any such decision shall be considered final.

6. EXCEPTIONS

Any exceptions to these conditions or deviations from written specifications must be in writing and attached to the proposal form.

7. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these proposal forms shall be construed as acceptance of all provisions contained in the RFP.

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, (whether or not Federal funds are involved) the party to whom the proposal is awarded ("Contractor") agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or other protected status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or other protected status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or other protected status.
- C. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any applicable nondiscrimination laws, rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.

9. EVALUATIONS

The Board of Education reserves the right to reject any and all proposals, to waive any and all informalities, defects, technicalities or irregularities, and to award each item to different parties or all items to a single party unless otherwise noted in the RFP, and to determine whether in the opinion of the Board of Education: (1) a substitution has been made and (2) a submitting party is not a responsible party and should be disregarded. The Board of Education reserves the right to award any base proposal and alternate proposal(s) to different parties. The Board of Education reserves the right to accept that proposal which in its sole and absolute opinion is in the best interest of the District. It is the intent of the Board of Education to award a contract to the lowest responsible, responsive party meeting specifications which are in the best interest of the District as determined solely by the Board of Education. While the financial responsibility of the Contractor is a significant concern, the Board of Education is equally concerned with the proven ability of the Contractor to satisfactorily perform its contract so that the services covered by the proposal will be provided in accordance with the proposal and contract documents. The Contracts will be awarded by first considering the submitting party most able to provide safety and comfort for the pupils, stability of service, and any other factors set forth in the proposal and contract documents regarding quality of service, and then price.

10. PUBLIC PROPOSAL OPENING

Parties submitting proposals and other interested parties are cordially invited to be present at the public proposal opening to be held at the Community High School District 94 Administrative Office, following the time the proposals are due, as designated on the cover sheet. Proposals will be publicly opened, and proposal results announced. Awards, however, will not be made until after the

staff has made a thorough analysis of all proposals. Proposal awards will be officially made at a subsequent meeting of the Board of Education.

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STUDENT TRANSPORTATION PROPOSAL SPECIFICATIONS

Proposals are requested for Student Transportation Services (Regular and Special Education (Alternate)) for Community High School District 94, West Chicago, Illinois. Estimated requirements are indicated below, with the possibility of adding or deleting bus routes as required during the school year.

LENGTH OF CONTRACT: Proposals are to be for a three-year contract with two additional optional years. The contract period will be for the 2024-25, 2025-26, 2026-27 school years with an option that may be mutually exercised to continue the contract for the 2027-28 and 2028-29 school years.

The daily per bus rate for each specified regular route, special education route, summer school, activity run, and field trip hourly rates shall be increased annually by the percentage noted in the proposal reply sheet.

SCOPE: The party awarded a contract shall, during the term of such contract, provide and maintain the required number of school buses to transport conveniently and safely, any and all regular and special education students designated by the District to be served under the provisions of such contract, as well as sufficient standby equipment to assure uninterrupted service in the event of break-downs. Such transportation shall be provided for each and every day that in-person school is convened and in accordance with bus routes and schedules submitted and approved by the District. The District reserves the right to award either Regular Student Transportation and Special Education Student Transportation as a combined contract, or as separate contracts or none at all. The District reserves the right to revise or change any and all routes and the number of buses required thereunder to best suit its needs at any time before or during the school year. When significant changes do occur after the award of a contract, they are subject to re-negotiation, to the extent such changes are not addressed by these specifications. In addition, a party awarded a contract shall, during the period of such contract, provide transportation for all students or other authorized personnel as may be required by the District on field trips, excursions, athletic activities or any other purpose designated by the District.

Any contract awarded pursuant to these specifications shall not be assigned or any part of the same subcontracted without the prior written consent of the Board, but in no case shall such consent relieve the party awarded a contract from its obligations or change the terms of the contract.

GENERAL INFORMATION REQUIRED TO BE SUBMITTED WITH PROPOSAL:

The following documentation is to be included with the proposal:

- Information on at least three (3) contracts for the transportation of students held during the past three (3) years with school districts of comparable size; include name of contract holder, name of contact person and phone number, approximate number of students transported, and a brief description of the services and routes provided. At

least one (1) of these contracts must include the transportation of special education students.

- List all contracts that the submitting party has defaulted on in the past seven (7) years.
- Information on where vehicles will be housed and maintained with explanation as to how this housing and maintenance will be adequate for the performance of this contract. The submitting party must submit a list with contact information of all school district clients served from this location.
- Information showing that the submitting party has implemented hiring practices to ensure quality transportation employees; and, has adequate staffing with sufficient experience to maintain and operate all required vehicles in accordance with these specifications.
- Information on experience and background of the management team.
- Information verifying the financial viability of the submitting party, including its financial statements/balance sheets prepared by a certified public accountant for the three (3) immediately preceding fiscal year ends. If the submitting party is owned by a parent or holding company, the same requirement applies to the parent/holding company
- Details of the submitting party's accident records for the past three (3) years.
- Evidence of the submitting party's ability to recruit and retain qualified drivers.
- Evidence of current driver training programs including but not limited to driving techniques, safety, first aid and student management.
- Other material that would serve as evidence of the quality of services provided including marketing materials, newsletters, parent correspondence, etc.

The District will make such investigation as it deems necessary to determine the ability of the submitting party to fulfill proposal requirements. Representatives from the District reserve the right to inspect the submitting party's facilities and other transportation operations under its management prior to any award of this contract at the expense of the submitting party.

EQUIPMENT: The party awarded a contract shall keep all equipment used in the transportation of students in strict accordance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and Department of Transportation, and such equipment shall be maintained in sound mechanical condition at all times to pass all required State School Bus Inspections. All equipment shall also be kept in a clean and sanitary condition. The party awarded a contract shall, at its expense, provide all required seat belts, harnesses, shoulder harnesses, car seats and other special equipment as necessary. Wheelchair buses with hydraulic lifts that permit students to enter and exit the vehicles in wheelchairs will be included for physically handicapped students at a maximum ratio of five (5) students to one (1) bus, or the maximum number of such students per bus permitted by applicable law or regulation (whichever is less), unless applicable law or regulation permits a

greater number of such students per bus for routes can be completed within one hour or less. If transportation regulations require car seats for students specified ages and weights then the Contractor shall maintain a reasonable inventory of approved car seats so that they are able to be provided on the day of transportation. Car seats may also be required for student support. All equipment must be open to examination by District personnel during normal working hours. No bus more than twelve (12) years old, including replacements, will be operated unless specifically approved by the District. The average age of buses used will be no more than eight (8) years of age.

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

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

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

The District shall not be responsible for financing, holding titles to, or licensing any vehicle. All vehicles must be maintained, licensed, permitted and taxed in a manner that will assure proper performance of the contract.

The party awarded a contract shall provide sufficient vehicles of the various types and capacities required enabling it to meet the District's student transportation requirements set forth in these specifications. If the party awarded a contract cannot meet all of these requirements, they will duly note in the proposal document the requirements that cannot be met (in whole or in part).

The party awarded a contract shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as other vehicles used to provide services covered by the contract.

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

All buses must be equipped with a GPS tracking system, similar to Zonar. The Contractor is responsible for maintaining and repairing the GPS equipment and software. The Contractor is responsible for ensuring that the system is accurate on a daily basis. The GPS tracking system shall be capable of providing real-time data on bus location. Data generated by the GPS tracking system will be made available to the District upon request within 48 hours.

All buses/vehicles shall be equipped with an electronic monitoring system that will ensure that each driver will properly check the bus/vehicle at the end of their route and further ensure that no child is left unattended in accordance with all existing FCC regulations and/or licensing requirements.

All vehicles must be equipped with digital camera technology, providing audio and video, to ensure the safety and well-being of all riders. At a minimum, the system should have two viewing angles. In addition, the system should be capable of recording in color and producing viewable recordings in low light conditions. The Contractor is responsible for maintaining and repairing cameras and ensuring the cameras are operable daily. Surveillance equipment shall be solely for the District's monitoring use and shall not be used for any other purposes. Within 48 hours, the Contractor shall provide to the District access to any video when requested. Contractor shall not release images or data generated by surveillance equipment without the express written consent of the District. The Contractor's use, storage, and transmittal of information recorded on the video recording devices shall be in accordance with all federal laws and state laws, including the Illinois School Student Records Act (105 ILCS 10/1 et seq).

SCHEDULES: All schedules shall be in keeping with safety to school children, so as to deliver students within a reasonable time prior to the opening of school, and so as to return them to their respective bus stops within a reasonable time after the close of the school day. All schedules shall be established no later than August 1st of each year and are subject to the approval by School District Administrators. The party awarded a contract shall cooperate with the community and news media so that any pertinent times affecting the transportation program, or the patrons of the District can be brought to the attention of the public.

OPERATIONS PERSONNEL:

The transportation of school children is a unique and specialized service. It is of the essence of any contract awarded pursuant to this RFP that the District's students be transported to and from school regularly, promptly, conveniently, safely, and without interruption or incident and that the safety of the children in such transportation shall take precedence over the interest of either the party awarded a contract and its drivers or the District. It shall be a primary obligation of the party awarded a contract to operate its affairs so that the District will be assured of such transportation.

- (a) The party awarded a contract shall ensure that no transportation vehicles used under this contract are operated by anyone other than a person holding the required license as issued by the State of Illinois and holding a school bus driver's permit issued by the Illinois State Board of Education. Every driver shall comply at all times with the motor vehicle laws of the State of Illinois and all states, cities, villages or other municipalities in which such vehicles may be operated.

The party awarded a contract must provide the District with the names and information for all persons it expects to use in fulfillment of this contract. All drivers must be fingerprinted and cleared by an appropriate background check. No person may be employed who has been convicted of committing or attempting to commit any one or more of the offenses set

forth in Section 10-21.9 and Section 21B-80 of the *Illinois School Code*, 105 ILCS 5/10-21.9, and 5/21B-80, as amended.

- (b) The party awarded a contract shall use all due care and caution in selecting its employees and make certain the drivers, monitors and all other persons coming in contact with students are of stable personality and of the highest moral character. Persons whose conduct might in any way expose a child to any impropriety of work or deed or whose mental or emotional stability is questionable shall not be permitted to serve as a vehicle driver, vehicle assistant or in any other capacity with the party awarded a contract pursuant to this RFP. The responsibility for hiring and discharging personnel, which includes, but is not limited to, drivers and monitors, shall rest entirely upon the party awarded a contract and the party awarded a contract agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization, which will in any way interfere with the transportation services set forth in these specifications, subject to such terms and conditions as are provided herein. Notwithstanding anything set forth herein to the contrary, the District shall have the right to request dismissal of any person who, in the opinion of its officers, is not suitable to operate a school bus for the District or serve in any other capacity on a school bus. The District retains the right to require the re-assignment of a driver or other employee assigned to a school bus upon request of the Superintendent for any reason. The District shall have the right to deny the assignment of any District routes to any person or driver employed by the party awarded a contract whom, in the District's opinion, is not qualified or appropriate to operate a school bus or otherwise assist the party awarded a contracting performing the contract.
- (c) The party awarded a contract shall provide all drivers, monitors and employees assigned to school buses with periodic in-service training relative to all facets of the their respective jobs and shall make certain that all drivers shall have successfully completed a Red Cross approved first aid course prior to operating a vehicle under this contract. The party awarded a contract shall bear the sole responsibility for all costs incurred in providing qualified drivers or other personnel, such costs including but not limited to training, safety seminars, expenses, salaries, fringe benefits and other conditions of employment.
- (d) All drivers, monitors and employees assigned to school buses shall maintain a neat and clean appearance at all times. Full-time drivers shall be attired in uniforms and shall properly wear and display a photo identification badge indicating they are providing transportation services for the District.
- (e) The party awarded a contract shall have in its employ during the duration of this contract sufficient drivers to adequately service all of the routes and schedules required by the District.
- (f) The party awarded a contract shall prohibit its employees from using, dispensing, distributing, possessing, using, or being impaired by or under the influence of, an illegal or controlled substance, alcoholic beverage, or cannabis during working hours. Such use shall be cause for immediate removal from service to the District.

- (g) Prior to commencing service, the party awarded a contract shall place on file with the District the following for drivers and other employees assigned to school buses:
1. Applications
 2. Medical Reports
 3. Reference Checks
 4. Training Records
 5. Criminal History Background Applications
- (h) Each bus driver is to be responsible for the cleanliness of the interior of the bus, windshield, and glass surrounding the driver.
- (i) Passengers and drivers are not permitted to smoke at any time while students are riding a school bus.
- (j) It is the legally established responsibility of the bus driver to maintain order and control aboard the school bus. No unauthorized personnel shall be allowed on any bus. In maintaining order, the driver shall not make physical contact with the student or put a student off the bus at other than his assigned bus stop. When a situation of such a serious nature occurs as to endanger the health, safety, and welfare of other passengers, the driver shall stop his bus at the nearest point where such can safely be done and immediately notify his supervisor by radio or other approved equipment. Conduct and control are drivers' responsibilities. The Contractor understands that some of the students to be transported exhibit behavioral disorders and may present discipline problems. The District has a statutory obligation to provide transportation for all students, regardless of their behavior. The Contractor will transport all students knowing that some of the students may not meet the expectations of acceptable conduct for a typical student. Students cannot be refused transportation due to discipline or conduct problems. If a student exhibits inappropriate behavior, this conduct shall be brought to the attention of the appropriate school official who shall determine what (if any) disciplinary action is required. Discipline is the sole responsibility of the District. In severe instances, a driver may need to call 911 to obtain police assistance but these situations should be exceptional occurrences and are to be promptly reported. Severe conduct problems on a continuing basis may require the assistance of a bus aide for the route. The Contractor may initiate this request, but this request is subject to prior approval of the District. Each driver will be supplied with District report forms which are to be used to record each incident of serious misconduct by a student. Such report is to be turned in to the building principal at the end of the morning or afternoon trips.

Drivers shall, within twenty-four (24) hours of any incident, advise the Superintendent or designee of all serious misbehavior on their vehicle and shall assist the Superintendent or designee in obtaining whatever information is desired with respect to each incident.

The party awarded a contract shall provide driver training services regarding proper student management as requested by the District. The District retains the right to design, participate in or authorize any such program prior to implementation. It is the intent that this training foster positive relationships between students and driver and other employees

who are assigned to school buses.

Further administrative procedures and regulations shall be established cooperatively between the District and the party awarded a contract pursuant to this RFP.

The party awarded a contract pursuant to this RFP shall be solely responsible for all vandalism and damages to its equipment or facilities. However, the District will assist the party awarded a contract in seeking restitution for malicious damage to its equipment. The party awarded a contract shall report to the Superintendent or designee all pertinent information regarding incidents of vandalism including date, route and if possible, the name of the perpetrator.

- (k) The party awarded a contract shall plan and administer a safety program in conformance with State laws and regulations; such program shall include but not be limited to the following:

All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper vehicle operation, rules and regulations and safety and safe transportation of special needs students.

All drivers must be evaluated after 30 days of employment and at least annually thereafter and must and must annually be given a review course on rules, regulations and safety.

All vehicle routes, vehicle stops, operation of vehicles and driver activities must be conducted with the safety of the students as primary concern.

It will be mandatory that employees participate in safety meetings as determined by the District to include; Danger Zones, Loading and Unloading, Blood Borne Pathogens, Smith System of Defensive Driving and a Branch Specific subject.

All vehicle accidents involving damage to property and/or injury to persons shall be immediately reported to the Superintendent or designee.

- (l) The party awarded a contract shall be available to answer questions of parents of students and explain procedures and precautions in place to provide comprehensive student transportation.
- (m) The party awarded a contract assures timely delivery of students to their respective destinations.
- (n) Each bus shall have a clearly visible route number or a number device on the side window next to the front door.
- (o) The District may periodically assign District-employed transportation aides to various routes to assist in student safety and management. The party awarded a contract shall be responsible for returning the District aides to school.

- (p) The party awarded a contract agrees that it will allow no person, other than students, authorized District employees or agents, supervisors of the party awarded a contract and drivers in training, to ride the vehicle without the written consent of the Superintendent.

MANAGEMENT PERSONNEL: The party awarded a contract shall provide full-time manager and adequate personnel to provide proper supervision over its employees and to keep and maintain proper transportation records for the District.

The party awarded a contract shall participate in all District quality assurance programs and shall be expected to cooperate in activities related to all District quality initiatives.

The party awarded a contract shall, at the time of the execution of the contract, furnish the Board of Education the name and address of such manager and the statement that such manager shall have complete authority with respect to all matters relating to the performance of such contract. This shall include matters relating to personnel and the changes and substitutions thereof, adherence to and changes in schedules and responsibility for the keeping of records required under the terms of the contract.

CENTRAL DISPATCH:

The party awarded a contract shall maintain clear and complete two-way communication with all vehicle drivers operating vehicles used in performing this contract.

The party awarded a contract shall maintain, at its expense, a minimum of two (2) telephones, Telephones must be manned during all times that District students are being transported.

The central dispatch of the party awarded a contract shall be in direct radio or telephone contact with the District's Superintendent (or designee) at all times when transportation services are being provided. Central dispatch shall, in all instances where, in the opinion of the driver, the behavior of any person on the vehicle threatens or prohibits the driver from operating the vehicle without endangering the passengers on the vehicle, notify the Superintendent (or designee) of the prevailing circumstances and shall then convey the directions, judgment and advice of the Superintendent (or designee) to the driver and make certain the vehicle is thereafter operated in accordance with their directions, judgment and advice.

Central dispatch shall make certain all drivers advise the building administrator of the building in which the students from the vehicle are most directly related to all instances of serious misbehavior on a vehicle and shall assist the building administrator (or their designee) in obtaining whatever information they may desire relative to each incident.

SERVICE INTERRUPTION: Consistent failure to meet these specifications shall be considered as a breach of contract. The District also requires that the party awarded a contract furnish spare buses to ensure that the contract provisions are carried out adequately.

LAWS AND REGULATIONS: During the entire term of any contract awarded pursuant to this RFP, the party awarded such contract shall comply in every respect with all applicable laws, regulations and rules promulgated by any 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 to operate as a limitation are all forms of student and school bus transportation regulations, traffic regulations, public utility interstate and intrastate commerce commission regulations, workers' compensation laws, the *Social Security Act*, the *Occupational Safety and Health Act*, the *Consumer Product Safety Act*, the *Illinois School Code* and the *Illinois Motor Vehicle Code*, all as now in effect or which may be in effect during the performance of any contract awarded hereunder.

CHANGE OF BUS SERVICE REQUIREMENTS: Whenever bus requirements change to the degree that readjustments of existing routes and schedules do not permit transportation without overcrowding or late buses, party awarded a contract shall provide for additional bus routes as may be required upon the District's request.

CANCELLATION:

- (a) Should a party awarded a contract fail to comply with any of the terms or conditions set forth in this agreement, or should the District determine the party awarded a contract is in any way unfit, unqualified, or unable to perform any or all of the transportation needs of the District under the contract, then and in that event with one (1) month's written notice to the party awarded a contract pursuant to this RFP, this contract may be terminated.
- (b) Failure to operate buses in accordance with these specifications shall be deemed sufficient reason for the cancellation of the contract.
- (c) Any repetition of lateness or failure to adhere to the routes and determined schedules shall constitute a breach of this agreement.

If the party awarded a contract shall at any time, except because of weather conditions making roads impassable, other acts of God not covered by the "School Closure Period" section of these specifications, or strikes, fail to furnish all vehicles required by this contract for a period of twenty-four (24) hours, then at the option of the District, the contract may be terminated by delivery to the party awarded a contract of a written notice of such election to terminate. In this event the party awarded a contract shall remain liable for any cost to the District for transportation to the end of the current school year in excess of the cost that would have been payable to the party awarded a contract pursuant to this RFP. Failure to exercise rights within twenty-four (24) hours does not preclude any subsequent right to exercise at a later date.

Notwithstanding the foregoing, the District shall have the right to terminate a contract for convenience at any time, for any reason, by providing the party awarded a contract with forty-five (45) days written notice

In the event of a termination (except a termination for convenience as set forth above), or any failure to comply with any of the conditions contained herein, the District may obtain comparable transportation services to the extent and for such time determined necessary by the District. In such an event, the party awarded a contract shall be liable to the District for all costs in excess

of those provided for herein that are incurred by the District in obtaining such comparable services.

Any waiver by the District as to any incident of non-performance shall serve only as a waiver as to that specific incident and not to any future incident of non-performance. If this contract is terminated in accordance with any of the foregoing provisions, all of the rights of the party awarded a contract pursuant to this RFP shall cease and execution of the Performance Bond or Guarantee of Performance will be implemented.

Failure by the District to exercise any right provided by the terms of any contract awarded pursuant to this RFP shall not preclude the District from exercising such right at a later date.

Any provision of any contract awarded pursuant to this RFP which shall provide to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

TIME SCHEDULE: No driver shall begin a route nor leave a bus stop (children loading area) prior to the scheduled time. Drivers must adhere to all scheduled times. This provision shall have no application in the event of an emergency due to an Act of God not covered by the "School Closure Period" section of these specifications, adverse weather conditions, and such other causes, as in the discretion of the Superintendent of Schools, shall excuse compliance therewith.

INADEQUATE PERFORMANCE:

- (a) If party awarded a contract fails to perform its services because of the mechanical failure of its equipment, or for any other reason inconsistent with the terms of this contract, it shall receive no compensation for the service involved.
- (b) Should a bus of the party awarded a contract fail to start a route on the scheduled time, upon prompt oral notice from the District, the District may at its discretion cancel such bus and shall receive a credit from party awarded a contract for said route. Exception to this would be for delays caused by Acts of God not covered by the "School Closure Period" section of these specifications, weather conditions, accidents, or railroad delays beyond the control of party awarded a contract. Under no circumstances will payment be made for routes not run.

ROUTES AND SCHEDULES:

- (a) The party awarded a contract shall provide sufficient transportation services to cover the District's transportation needs as outlined in "Routes and Schedule" which is attached hereto and made a part hereof by reference. The "Routes and Schedule" sets forth the number, times and descriptions of such routes and lists the schools covered thereby.
- (b) The party awarded a contract shall work closely with the District in planning the routes and otherwise performing this agreement. Notwithstanding anything contained in these

specifications to the contrary, the District reserves the right to modify the routes and schedules to be followed and to make changes therein. The District will notify the party awarded a contract whenever changes are necessary in routes or time schedules and the party awarded a contract shall make every reasonable effort to adjust its operations so as to accommodate all such necessary changes on or before the third business day after notice is received from the District.

The District does not guarantee that all such routes listed in "Routes and Schedule" will be in operation throughout the full period covered by this agreement. Should the District determine to modify or eliminate a route or routes because of a decrease in student enrollment, ridership, or other factor, no compensation shall be paid to the party awarded a contract for those routes which are thus eliminated, except for those days in which the route was in effect.

- (c) **The Contractor shall not pair or tier the District's bus routes with any other school or school district without the prior written approval of the District. No such approval shall be given if the District determines that any such pairing or tiering of routes will adversely affect the District's scheduled bus routes, included but not limited to the scheduled pick up and drop off times of any District bus route. The Contractor shall provide the District with all information requested by the District concerning any proposed pairing or tiering of District bus routes prior to the District's approval of the same.**
- (d) The party awarded a contract shall provide inter-district substitutes to cover delays as needed.
- (e) Prior to the opening of schools, all drivers shall traverse their assigned routes and become familiar with stops and roads. This must be accomplished no later than the Friday prior to the opening of school.
- (f) All time schedules will be supplied by the District. Adjustments in schedule are to be made only with prior approval of the District.
- (g) Drivers are to stop at all scheduled bus stops whether or not students are actually seen to be waiting. No bus stop is to be changed, added or deleted, except with prior approval of the District and written notice to the party awarded a contract of the approved change.
- (h) A student is not to be discharged at other than his or her regularly assigned bus stop unless a permission slip signed by the school principal, or his designee is presented to the bus driver. All such slips are to be turned into District supervisor at the end of afternoon trips.
- (i) A field trip is defined as a trip contracted on an individual basis for point to point transportation of a group of students for curriculum based activities and will be a minimum of two hours which is calculated from pick-up to return drop-off points.

SCHOOL CLOSING DUE TO WEATHER AND SIMILAR CONDITIONS: Closing due to weather conditions or other similar matters shall be the sole decision of the District, which shall be final. The party awarded a contract may be called upon to advise of road conditions that would assist the decision-making process. There will be no compensation for a canceled school day when such cancellation is made in a timely manner. The party awarded a contract will be entitled to compensation for routes already in progress at the time of notification.

SCHOOL CLOSURE PERIOD: During any time in which the Governor has declared a disaster due to a public health emergency pursuant to Section 7 of the Illinois Emergency Management Agency Act, an executive order is issued from the Governor mandating the closure of the school, or the District implements restrictions and/or safety measures which significantly reduce the need for student transportation due to a pandemic or other similar reason (a "School Closure Period"), the parties acknowledge that the schedule for student transportation services would be significantly altered. The following terms and provisions shall therefore be included as part of any contract awarded pursuant to this RFP and shall apply during any School Closure Period:

- A. The District shall pay the amounts described in this sub-section to Contractor during a School Closure Period.

Payments under the terms of the contract shall be made for all services rendered by Contractor thereunder. For routes that are needed and in use, for private facilities or schools who are operating some type of in-person learning model, the District agrees to pay 100% for those active routes, as established in the 2023-24 route sheet rate schedule. To the extent implemented by Contractor as a direct result of a School Closure, the District shall also pay Contractor \$4.00 per disinfecting occurrence per bus for costs associated with disinfecting to occur at the completion of the PM route. If a bus is shared amongst Districts during the day, the cost for the one disinfecting occurrence at the completion of the PM route will be split equally among the Districts. The District may request additional disinfecting occurrences at a cost of \$4.00 per disinfecting occurrence per bus.

The District shall pay to the Contractor 40% of the otherwise normal daily route rates, as established, for that particular school year, for all established routes that are not ran or operated (the "District Payment").

The District Payment shall be used by the Contractor to cover certain fixed costs associated with maintaining its facility operations and shall not include overhead or profit. District Payments may also be used to cover the wages and benefit costs of certain managerial and support staff retained to assist in the ongoing operation of the facility providing services to the District (the "Required Employees"), but shall not be used to cover any wages or benefit costs of bus drivers or bus monitors not currently needed due to any reduction in services because of the District not implementing a full in-person schedule. Said fixed costs and wages and benefit costs are collectively referred to as the "Covered Expenses." The District Payment shall not result in any profit realized by the Contractor. If a Required Employee ceases employment with

Contractor, the District shall have no obligation to make any payment attributable to that employee, unless a replacement employee is hired or called into service to fill that role.

In addition to the information required from Contractor with the invoices provided during a School Closure Period, the Contractor shall provide sufficient documentation to the District at its request, establishing that a Required Employee remains employed and paid by the Contractor. District Payments made during a School Closure Period shall be deemed to satisfy any payment obligations the District may have to the Contractor under any relief, subsidy, stimulus, bail out or any similar legislation.

- B. During a School Closure Period, the Contractor shall provide monthly invoices to the District per the Agreement for all costs outlined above in sub-section A. above, including costs for any active routes run during the month and inactive routes provided for at the 40% rate set forth in said sub-section A. The Contractor's invoice shall include sufficient evidence and documentation that it has paid the Required Employees, that the Required Employees remain employed by Contractor through the bill date, and that the Contractor has continued to incur the other amounts included in the Covered Expenses (the "Invoice and Supporting Documents"). The District reserves the right to audit the Contractor's payroll records to confirm such employee payments have been made, and Contractor shall make such records available if requested to do so.
- C. The Contractor shall make the reimbursements described in this sub-section to the District during a School Closure Period, as applicable.

If a Required Employee receives unemployment benefits, paid sick leave or any other paid benefit for any part of the period covered by the District Payment, then the Contractor shall reimburse the District for the payment amount received for said employee that had been included in the District Payment. Contractor shall provide written notification to the District within seven calendar days after it becomes aware that these benefits have been paid to a Required Employee.

If the Contractor lays-off or otherwise terminates any Required Employee for reasons other than discharge for misconduct, the Contractor shall then reimburse the District for all Payments for said employee for each day covered by this Amendment that was included in the District Payment. The Contractor shall provide written notification within seven calendar days to the District after the lay-off or termination of such employee.

The Contractor shall tender such reimbursement to the District within thirty (30) days of when the Contractor has been notified of unemployment benefits being paid to a Required Employee or from when the Contractor lays off or otherwise terminates a Required Employee for reasons other than discharge for misconduct.

Should the Contractor receive payment from the State of Illinois or the Federal government, or any other entity under a recovery, benefit, bailout or subsidy program, excluding loans that must be repaid, the Contractor and District agree to meet in good faith and negotiate an allocation of said relief payment between the District and the Contractor. The Contractor shall provide written notification to the District within seven

(7) days after the Contractor receives such relief payment, and any amounts due to the District would be paid as soon as administratively possible.

- D. If there is any conflict between this section and the remaining terms of the contract, the terms of this section shall control. Provided, however, that nothing in this section shall be construed to impact the price terms of the contract during normal operations and the Contractor shall not seek a price increase under the contract for future school years other than what has previously been agreed to by the Parties.

VANDALISM: The District agrees to aid, assist, and support the party awarded a contract, its drivers, and its other personnel in administering to situations arising from acts of vandalism.

COMPENSATION/PAYMENTS:

- (a) The District shall pay the party awarded a contract for the transportation services provided under this agreement, the sums of money set forth in the proposal of the party awarded a contract pursuant to this RFP. All prices quoted shall be complete.
- (b) Billing shall be on a monthly basis. Bills are approved for payment at the regular meeting of the Board of Education on the third Tuesday of each month.
- (c) Invoices shall indicate dates and a description of services provided for each billing period. Invoices shall be submitted no later than two (2) working days prior to the District's accounts payable cut-off date, which is normally eight (8) days prior to the Board of Education meeting. Payments shall be made in accordance with the *Local Government Prompt Payment Act*. Summer transportation, if any, shall be submitted in one itemized statement at the end of the summer session.

OPERATIONS AND MAINTENANCE FACILITIES: The operations and maintenance facilities shall be adequate for the performance of the contract. The facilities must be no further than fifteen (15) miles from the District boundary. All parties are instructed to furnish descriptions and addresses of operations and maintenance facilities. For purposes of this section, the operations and maintenance facilities shall include the location of the party's operations office, maintenance garage, and bus barn.

NO FUEL ESCALATOR: The party awarded a contract shall furnish all fuel to be used in its performance of this Agreement. There will be no fuel escalator in this contract. Should fuel costs exceed \$4.50 per gallon, the District will consider negotiations for the increased fuel costs.

RESERVATION OF RIGHTS: The District reserves the right to use other transportation services for other purposes not included in these specifications, or for any portion of these specifications for which a contract is not awarded.

NO AGENT: The party awarded a contract enters into this agreement for furnishing transportation services only as an independent contractor and further acknowledges that it is not a representative, agent, joint venture, official, or employee of the District.

CHANGE OF OWNERSHIP: Should the ownership of the party awarded a contract change in any material respects during the term of this contract, the party awarded a contract must give written notice of such change of ownership in writing to the District within five (5) days. The District shall then have the option in its sole discretion to terminate this contract within sixty (60) days of receipt of such notice.

FORCE MAJEURE: In the event the party awarded a contract is unable to provide transportation services herein specified because of any act of God not covered by the "School Closure Period" section of these specifications, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the control of the party awarded a contract pursuant to this RFP, the District shall excuse the party awarded a contract from performance under this Agreement and no compensation will be paid for the services that are excused.

NON-COLLUSION AFFIDAVIT

State Of Illinois

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) SS
)

DuPage County

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

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

Bidder or Agent

For _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

The Vendor certifies that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap, or other protected status. The Vendor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color sex, national origin, ancestry, age, marital status, or physical or mental handicap, or other protected status. Such action shall include, but not limited to, the following; employment, upgrading, demotion or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Vendor further certifies that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Vendor further certifies that it shall, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin, or other protected status.

VENDOR:

By: _____

Its Duly Authorized Representative

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for rigging or bid rotation.

The following certification must be signed and submitted with bidder's proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

Name: _____

By: _____

Authorized Agent of Contractor

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

NOTARY PUBLIC

VENDOR'S CERTIFICATIONS

Illinois Drug-Free Workplace Act

Business Name: _____ Date: _____, 20____

Business Address: _____

Telephone: _____ Fax: _____

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

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

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

BY:

(Signature)

(Typed or Printed Name of Signer)

(Typed or Printed Title of Signer)

ATTEST:

(If a corporation)

(Typed or Printed Name of Signer)

(Typed or Printed Title of Signer)

Date

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

_____(Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act, (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes at the minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation.

By: _____
Authorized Agent

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

NOTARY PUBLIC

**CERTIFICATE REGARDING
BAN ON TOBACCO**

_____ (Vendor/Contractor),
pursuant to School District 94 Policy No. 1803, the Goals 2000: Educate America Act
(Public Law 103-227), and the School Code, hereby certifies that (his, her, its)
employees and any sub-contractors will abide by the ban on smoking in all school
buildings and on all school grounds; and, that it will abide by a ban on the use of
electronic cigarettes, e-cigarettes, similar devices, and tobacco products in all school
buildings and on all school grounds.

Name of Vendor/Contractor

By: _____

Print or Type

Signature

Title

Date

Regular and Special Education (Alternate) Student Transportation Service

Routes and Schedules

The Contractor shall be responsible for establishing bus routes. The Contractor will work with authorized representatives of the District to effectively construct and/or modify bus routes that cover the area of student users and ensure that students will be picked up and dropped off in due time to meet the school start and stop times. It is expected that no regular bus routes will require students to be on the buses more than 45 minutes. The goal of routing is to ensure that no student is picked up prior to twenty (20) minutes before delivery to school. Bus routes must be completed and available no later than August 1 of each year. The District reserves the right to alter the route schedule in its sole discretion upon twenty-four (24) hours prior notice to the Contractor.

The Contractor shall be required to provide the District with sufficient evidence that the Contractor is able to create and adjust routes to provide for maximum efficiency. This shall be done through either routing software or some other method acceptable to the District.

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

Should the District find the Contractor to be in noncompliance with the provisions of its contract on a bus route or series of routes, the District will be entitled to impose the following penalties:

INCIDENT	PENALTY
No service on any to or from regularly scheduled routes	Daily rate per vehicle type route
Late pick-up (10 minutes or more as defined on approved route sheet) at the school	\$50 per day per route

Late drop (10 minutes or more as defined on approved route sheet) at the school	\$50 per day per route
Failure to provide a properly licensed and permitted bus driver for a route	\$100 per day per route
Failure to make changes to a bus route(s) given timely notification	\$50 per day per route

The noncompliance penalties for late pick-up and drop-off shall not apply during weather involving hazardous driving conditions.

A penalty shall be deducted from the first invoice following the noncompliance. The failure of the District to assess or collect any penalty under this section shall not be considered a waiver of the Districts' rights to assess or collect that penalty in the future or a waiver with respect to any future violations committed by the Contractor.

Important Links

- Current Regular Education Bus Routes
 - Community High School District 94 routes in place for 2023-2024 school year can be found at <https://www.d94.org/students/bus-routes>.
- District Calendars
 - Community High School District 94's Official and Athletic Calendars can be found at <https://www.d94.org/calendars>.
- District Class Schedules
 - Community High School District 94's Daily Class Schedule includes the Daily Schedule, along with the Late Start Monday, Assembly and Half Day Schedules.
 - Contractors should pay special attention to the Late Start Monday Schedule as this schedule happens on most Mondays. Please refer to the District Calendars for the specific Late Start Monday days. These schedules can be found on the District's website at;
 - <https://resources.finalsite.net/images/v1692297308/d94org/nvmtnfyd8rlwxtceywhu/DailyClassSchedulePostersforPrint2022-2023CMYK.pdf>

Response to
COMMUNITY HIGH SCHOOL DISTRICT 94
STUDENT TRANSPORTATION RFP

I. Regular Student Transportation Service

Based on 23-24 route schedule:

23-24 Routes	Type of Route	24-25 Route Rate	24-25 Total Amount *
14	A.M/P.M Regular (includes Late Start Mondays) - Daily		
2	Vocational School - TCD - Addison, IL - Daily		
2	Alternative School - Ombudsman, Naperville, IL (10 Students) - Daily		
2	4:30pm Afterschool Activity Route - Daily		
2	Summer School** - June and July		
48	Curriculum Related Field Trips*** - As needed		
356	Activity/Athletic Routes ***** - As needed		
2024-25 Total			\$

Percentage Increase for 2025-26		2025-26 Total	\$
Percentage Increase for 2026-27		2026-27 Total	\$
		Total of 3 Year Contract	\$

*(# routes x route rate x estimated 175 days)

** (24 days of summer school, normally shuttle from elementary schools)

***** Based on a 2 hour minimum charge, see section II below.**

****** Based on a 2 hour minimum charge. Activity/Athletic Routes include all activity and athletic events for all clubs and teams. See section III below.**

ALTERNATE PROPOSAL OPTION:

Alternate 1: Special Education Routes

Special Education Routes from within District boundaries to the following locations;

23-24 Routes	Destination - To and From	Number of Students	Special Equipment Needed	24-25 Route Rate	24-25 Total Amount *
1	Clare Woods, 125 E Seminary Ave, Wheaton, IL	2			
1	Giant Steps, 2500 Cabot Drive, Lisle, IL	3	A/C and harness		
1	Little Friends Krejci, 27555 Diehl Road, Warrenville, IL	3			
1	Kirk School, 520 S Plum Grove Road, Palatine, IL	1	Seat belt		
1	Glen Oaks - Pheasant Ridge High School, 43 E Stevenson Dr, Glendale Heights, IL	1			
1	Glen Oaks - West High School, 940 Mooseheart Road, North Aurora, IL	2			
1	High Road Naper, 1220 Bond Street, Naperville, IL	1			
1	Hinsdale South / LaGrange Trans, 7401 Clarendon Hills Road, Darien, IL/1301 W Cossitt Ave, LaGrange, IL	8			

1	Marklund Day Geneva (Shared), 1s450 Wyatt Drive, Geneva, IL	1			
1	SASED Trans Center, 2900 Ogden Avenue, Lisle, IL	2			
1	SEAL North (Shared), 1524 Davis Road, Elgin, IL	1			
1	Sonia Shankman, 6245 S Ingleside Avenue, Chicago, IL	1			
1	Southeast Alternative/Directions, 6S331 Cornwall Road, Naperville, IL	9			
1	Turning Pointe (Shared), 1500 W Ogden Avenue, Naperville, IL	1			
3	to West Chicago HS Transition Center, 326 Joliet Street, West Chicago, IL	36	Seat belt and A/C		
1	WCHS to Clare Woods, 125 E Seminary Ave, Wheaton, IL	1			
1	TCD, 301 S Swift Road, Addison, IL to LaGrange Trans, 1301 W Cossitt Avenue, LaGrange, IL	1			
1	ABLE Academy, 3S140 Barkley Avenue, Warrenville, IL	1			
1	Innovations Academy, 1360 Irving Park Road, Streamwood, IL	1			
1	West Courtland Parkway, Elmwood Park to and from PACTT Learning Center,	1	Wheelchair lift/locks		

	7101 North Greenview Avenue, Chicago				
1	Residence (Hawk Lane, Carol Stream) to and from WCHS	1			
10	Bus Monitor/Aides				
2024-25 Total					\$

*(# routes x route rate x estimated 175 days)

Percentage Increase for 2025-26		2025-26 Total	\$
Percentage Increase for 2026-27		2026-27 Total	\$
		Total of 3 Year Contract for Special Education Routes	\$

II. Field Trip Rates

A. Field Trip Rates:

Minimum number of hours 2

Rate \$

Rate over minimum number of hours \$

Other:

B. Cancellation of Field Trip

Cancellation rate of \$ will be assessed if not notified by hour(s) or less.

III. Activity or Athletic Route Rates

A. Activity/Athletic Route Rates:

Minimum number of hours 2

Rate \$ _____

Rate over minimum number of hours \$ _____

Other:

B. Cancellation of Activity/Athletic Route

Cancellation rate of \$_____ will be assessed if not notified by _____ hour(s) or less.

IV. List Computerized Routing Software(s) Used By Your Company

1. _____
2. _____
3. _____
4. _____

REFERENCES:

Each vendor must provide references on at least three (3) contracts for the transportation of students held during the past three (3) years with school districts of comparable size; include name of contract holder, name of contact person and phone number, approximate number of students transported, and a brief description of the services and routes provided.

1. Name _____
School District _____
Address _____
City, State, Zip _____
Phone/Fax _____
Email _____
Approximate Number of Students _____
Brief description of services _____
2. Name _____
School District _____
Address _____
City, State, Zip _____
Phone/Fax _____
Email _____
Approximate Number of Students _____
Brief description of services _____
3. Name _____
School District _____
Address _____
City, State, Zip _____
Phone/Fax _____
Email _____
Approximate Number of Students _____
Brief description of services _____

REQUESTED GENERAL INFORMATION

Please submit responses below or submit separately

1. Please provide information on at least three (3) contracts for the transportation of students held during the past three (3) years with school districts of comparable size; include name of contract holder, name of contact person and phone number, approximate number of students transported, and a brief description of the services and routes provided. At least one (1) of these contracts must include the transportation of special education students.
2. List all contracts that the submitting party has defaulted on in the past seven (7) years.
3. Information on where vehicles will be housed and maintained with explanation as to how this housing and maintenance will be adequate for the performance of this contract.
4. Information showing that the submitting party has implemented hiring practices to ensure quality transportation employees; and, has adequate staffing with sufficient experience to maintain and operate the vehicles.
5. Information on experience and background of the management team.

REQUESTED PROPOSAL INFORMATION (continued)

Please submit responses below or submit separately

6. Information verifying the financial viability of the submitting party, including its financial statements/balance sheets prepared by a certified public accountant for the three (3) immediately preceding fiscal year ends. If the submitting party is owned by a parent or holding company, the same requirement applies to the parent/holding company

7. Details of the submitting party's accident records for the past three (3) years.

8. Evidence of the submitting party's ability to recruit and retain qualified drivers.

9. Evidence of current driver training programs including but not limited to driving techniques, safety, first aid and student management.

10. Other material that would serve as evidence of the quality of services provided including marketing materials, newsletters, parent correspondence, etc.

VENDOR QUESTIONNAIRE

PAGE 1

Pursuant to 105 ILCS 5/10-20.40 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to “minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses” for contracts over \$25,000. In order to comply with this requirement, we request vendors to complete the following questionnaire and return with their proposal responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District? For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority – Cook County – Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: “Minority owned business, female owned business, and business owned by a person with a disability” means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____ “Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or (c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____ “Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2)

PAGE 2

Student Transportation Services Proposal

Is Your Company a Business Owned By Persons with Disabilities? YES _____ NO _____ "Person with a disability" means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where "Disabled" means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).

COMPANY NAME _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS OF COMPANY _____

CITY _____ STATE _____ ZIP CODE _____

EMAIL ADDRESS _____

DATE _____

VENDOR INFORMATION SHEET

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Return Proposal in Sealed Envelope Marked:

Student Transportation RFP # 24-01

Addressed to: Mr. Dan Oberg, Director of Business Services
Community High School District 94
326 Joliet Street
West Chicago, Illinois 60185

All Proposals Due: 10:30 A.M. CST – Tuesday, January 30, 2024

Submittal Checklist

Remember to submit the following items with your proposal.

- Page 29 Non-Collusion Affidavit signed and notarized
- Page 30 Certificate of Non-Discrimination
- Page 31 Certification of Eligibility signed
- Page 32 Vendor's Certifications for Illinois Drug Free Workplace Act signed by representative and Attest
- Page 33 Certificate of Compliance with Illinois Human Rights Act
- Page 34 Certificate Regarding Ban on Tobacco
- Page 38 Proposal Reply Sheet
- Page 39-42 Alternate Proposal and Field Trip Reply Sheet
- Page 43 References
- Pages 44-45 Requested General Information
- Pages 46-47 Vendor Questionnaire
- Page 48 Vendor Information Sheet completed

COURTESY *NO PROPOSAL* RESPONSE QUESTIONNAIRE

If you are not submitting a price on this proposal, District 94 would like your input as to why you are not submitting a proposal. Please indicate your reason and return by Proposal Due Date to:

Community High School District 94
326 JOLIET STREET
West Chicago, IL
60185

Please mark the outside of the envelope “No Proposal”. Thank you.

☐ Previous commitments, too busy.

☐ Too small a job/order.

☐ Too large a job/order.

☐ Our firm not suited for this type of work.

☐ Do not like to submit proposals.

☐ Could not schedule site examination.

☐ Do not want to be bonded for this job.

☐ Other _____

Name Firm

By Title

Address

City, State, & Zip Code