

**Minooka Community High School
District No. 111**

&

**Minooka Consolidated Community School
District No. 201**

Joint Request for Proposal for:

Leased School Buses

**MINOOKA COMMUNITY HIGH SCHOOL
DISTRICT No. 111
26655 W. Eames Street
Channahon, Illinois 60410
(815) 521-4294**

**MINOOKA COMMUNITY CONSOLIDATED
DISTRICT No. 201
305 Church Street
Minooka, Illinois 60410
(815) 467-6121**

Invitation to Provide Proposal – School Bus Lease & Purchase of Districts’ Used School Buses

Minooka Community High School District No. 111 and Minooka Community Consolidated School District No. 201 operate a shared bus barn and are accepting proposals for leased school buses and seeking offers for the purchase of their used buses. Sealed proposals are due by **11:00 am on Tuesday, March 12, 2024**, at which time they will be publicly opened and read aloud. Proposals are to be submitted to:

Minooka Community High School District 111
Attn: John Troy, Assistant Superintendent & General Counsel
26655 W. Eames Street
Minooka, IL 60410

Failure to comply with these proposal documents and submit all required forms may lead to disqualification of your proposal.

We look forward to your participation in this request for proposal.

Sincerely,

Mr. John Troy
Asst. Superintendent & General Counsel
MCHS No. 111

Kris Monn
Superintendent
Minooka CCSD 201

INSTRUCTIONS TO BIDDERS

1. BIDS MUST BE RECEIVED IN OUR OFFICE BY **11:00 am Tuesday, March 12, 2024** at when they will be publicly opened and the contents announced. They will be held without right of withdrawal and shall be considered valid for sixty (60) days for new buses, thirty (30) days for used buses. The sealed envelope shall be marked in bottom left hand corner identifying contents as “Transportation Bid”. Any bid(s) received after the bid opening time shall be returned to the bidder unopened. It is the bidder’s responsibility to assure that the bid is delivered on time. The transmittal of the bid proposal is at seller’s risk of untimely receipt by the Board. Faxed and/or emailed copies are not acceptable.

2. All interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced. Awards, however, will not be made until after the staff has made a thorough analysis of all proposals received. Proposals will be officially awarded at a subsequent meeting of the Board of Education.

3. The Board of Education reserves the right to split the bid on the basis of best quotation. The Board reserves the right to reject any and all bids or any part thereof, to waive nonconformities in the bidding, and to accept the bid deemed most favorable to the Board after all bids have been examined and evaluated. Among the items to be considered in awarding bid are price, warranty, service, bus model and specifications. The Board of Education decisions are final in all instances and not subject to recourse. All bidders will be notified of the results of the Board of Education action, with a summary of bids provided. No corrections can be made after the time of opening.

4. Delivery of the new vehicles shall be made Minooka Transportation Center, 700 E. Minooka Road, 60447 attention Director of Transportation, Cathy Haase. **Delivery must be made, route ready, on or before Monday July 22, 2024.** The successful bidder upon award of the bid must submit a delivery guaranty check in the amount of **\$2,500 dollars per bus** to each district. This delivery guaranty check shall be forfeited to the district for failure to deliver the district’s entire order of buses by the scheduled time.

5. YOUR BID PRICE MUST BE F. O. B. MINOOKA, IL, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE BIDDER AND INCLUDED IN THE PRICE OF THE BUS. The Bidder must deliver units ready to operate.

6. **PROPOSALS MUST CONTAIN COMPLETE DETAILS OF THE LEASING COSTS AND THE INTEREST RATE. PROPOSALS MUST CONTAIN ALL LEASING DOCUMENTS REQUIRED BY THE LENDER. THE BOARDS OF EDUCATION WILL NOT AWARD ANY BID THAT DOES NOT HAVE ALL SUPPORTING LEASING DOCUMENTS INCLUDED.**

7. **THE DISTRICTS WILL ALSO SEEK COMPETITIVE LEASING ARRANGEMENTS IN CONJUNCTION WITH THIS BID. ALL BIDS MUST CONTAIN THE FULL PRICE OF THE BUS AS WELL AS A GUARANTEED “BUY-BACK” DOLLAR AMOUNT AT THE END OF THE LEASE TERM.**

7. Bidder shall include the cost of title transfer and license application with the bid.

8. Detailed warranty information must be included with the Bid Packet

9. Bidders must be in full compliance with all provisions of the acts of the General Assembly of Illinois relating to employment, including equal employment opportunity requirements and any other affidavits as required by law.
10. Supplier shall agree to comply with the provisions of the latest edition of the Occupational Safety and Health regulations and the standards and regulations issued there under and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
11. Supplier shall agree to comply with provisions of the latest edition of the Consumer Product Safety Act of 1972 and certify that items furnished under this bid conform with applicable standards including all State and Federal requirements for school buses.
12. Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee. Risk of loss prior to such actual receipt by Board or its consignee shall be borne by seller. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in goods herein described prior to such actual receipt.
13. The Boards of Education reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet specifications contained herein or seller's warranties (express or implied.) Rejected goods shall be removed at the expense of the seller, including transportation both ways, promptly after notification of rejection. As to rejected goods, seller shall bear all costs of inspection and all risk of loss. The District reserves the right to select independently for specific bid items from any vendor bidding.
14. Payment by the Boards for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein. Payment shall not be processed until District has proper title certificate on file.
15. The Boards' failure to enforce any of the terms, conditions, and specifications of the bid or any breach shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof. By submitting bid the bidders accepts the terms of this bid document and agrees to be bound by the same. The district, in its sole and absolute discretion, may consider any bid which takes exception to a bid requirement non-responsive
16. Any interpretation of the proposed documents will be made only by an addendum duly issued by the District. A copy of such addendum will be faxed to each prospective bidder. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. All requests for clarification must be received by the District not less than three (3) business days prior to bid opening. Inquiries after that time will may not receive a response in order to preserve a fair process for all bidders.
17. Award will be made by official Board documents. Bidder order form is not acceptable and cannot be used.
18. The Boards are exempt from paying Illinois Use Tax and sales the Boards are exempt from Illinois Retailer's Occupation Tax. The Boards are exempt from paying Federal Excise Taxes.
19. Payment Terms: Payment shall not be processed until the District has proper paperwork on file. Districts process checks once per month. Payment by Boards for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein. Payments are processed following submittal and approval of the Board of Education at the regular monthly meeting provided they have been received and accepted on time.

20. Bidder must complete and submit bid on bid forms included with this specification. The bidder may photocopy the form. The bidder must include signed copies for all attachments indicating a signature (Non-Collusion Affidavit and Project Qualification Form). Failure to complete and submit any of these forms shall be cause for bid to be rejected since it would be an incomplete bid.

21. All buses must meet Illinois specifications and legal requirements.

22. All used buses must state individually the year, mileage, and must state expected mileage remaining on brakes and provide tread depth measurements for each tire on the bid form for the used bus clearly identifying the bus for which the information applies.

23. All used buses must have at least 50% of brake and tire life minimum remaining for each wheel and tire.

24. Bus Return Procedure – The successful bidder will be required to execute the guaranteed buy back agreement contained herein. The successful bidder must inspect the buses at least 60 days prior to the return date of the buses and within 15 days of the inspection provide the district with an itemized report, with photos, documenting the repairs needed and an estimate for each repair. Failure of the BUS SALES COMPANY to perform said inspection and provide the repair estimate report to the SCHOOL DISTRICT within said time frames will act a waiver to repairs. Repairs shall not be required for Normal Wear and Tear as defined below:

Normal Wear and Tear – There is **no** expectation that the school bus will be returned in like-new condition. Normal wear and tear is acceptable and generally refers to the **expected deterioration** of a school bus as a result of everyday normal use and exposure. The parties understand, and it is expected, that a school bus that is 5 years old will have more normal wear and tear associated with it than a 1-year-old school bus. Furthermore, the parties understand, and it is expected, that the school buses are stored outside and subject to exposure to the elements, rural road conditions, and the normal expected deterioration as a result. The school district will only be responsible for normal and customary maintenance repairs to the school bus. Normal maintenance shall not be construed as a catch-all for every single defect. As a general premise, unless there is negligence associated with the damage it will be considered normal wear and tear.

Examples of normal wear and tear includes but is not limited to:

Small scratches less than 6 inches; marks or scuffs; minor dings and paint chips; peeling decals; peeling or fading paint; inoperative light bulbs; loose fittings and/or missing screws; stains, scratches, and small punctures 1 inch or less on seats; loose shocks, step treads coming apart, speakers not working, rust without accident damage, torn window and door gaskets, cracked dash panels due to cold/heat, heated mirrors not working. Tires with a minimum tread depth of 4/32nds and of same size and load range. Brakes with a minimum lining/pad thickness of 3.2 mm (1/8 inch) for air disc and 1.6 mm (1/16 inch) for hydraulic disc, drum, and electric brakes. Inoperative radios not due to negligence.

SPECIFICATIONS

Part 1:

1. The Districts are interested in receiving proposals for the following:
 - District 111:** Eight (8) 71 passenger school buses,
Three (3) wheel chair buses, capacity for 2 wheel chairs and 5-7 seats
 - District 201:** Eight (8) 71 passenger school buses, equipped with star seats in the first 5 rows
Three (3) wheel chair buses, capacity for 2 wheel chairs and 5-7 seats
2. The proposal will detail the bus and van specifications that the vendor feels best meets the needs of the Districts.
3. The Districts will consider proposals for new vehicles as well as 1-3 year old vehicles
4. The Districts will consider proposals for diesel, gasoline, and propane buses.
5. The proposed lease shall be inclusive of preparation, delivery, lettering, inspection, sticker, title, license and all other fees.
6. Vehicles shall be route condition ready and available for delivery on or before Monday, July 21, 2023. Buses must be Zonar ready and equipped with cameras.
7. Mileage for leases shall be quoted on the number of miles included per year with the per mile charge for overage.
8. Warranty shall be quoted as the manufacturer warranty plus any charge for additional warranty throughout the term of the lease (warranty details to be provided with proposal).
9. The District will consider three (3) year leases and five (5) year leases.
10. Proposal shall detail price differential for quantities of more or less than the above stated.
11. District 201 shall have four (4) of their buses equipped with star seats on each side for the first 10 rows

Please use the following matrix for quoting prices

Type of Bus	Diesel Lease	Diesel Total Price	Diesel Guaranteed Buy Back Price	Diesel Mileage	Gas Lease	Gas Total Price	Gas Guaranteed Buy Back Price	Gas Mileage
New (lease - 3yr)								
New (Lease - 5yr)								

Please duplicate the above matrix for 1, 2 and 3 year old buses.

Part 2:

1. The Districts are also interested in receiving proposals for the purchase several of its used buses. The list of buses being sold are attached and the buses may be inspected by appointment during normal schools hours. The buses are being sold "As-Is."

District 111 Trade In

None at this time

District 201 Trade In

None at this time

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS

SS:

_____ COUNTY

The undersigned vendor or agent, being duly sworn, on oath says 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 be proposed by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this proposal is made without reference to any other proposal and without any agreement, understanding or combination with any other person in reference to such bidding.

S(he) further states 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 resulting from such sale.

Name

For _____
Firm or Corporation

Subscribed and sworn to before me on this _____ day of _____, 2024

My commission expires:

Signature:

Notary Public

Signature

PROJECT QUALIFICATION FORM

A responsible vendor is defined by meeting the following criteria and is able to submit evidence of such compliance. By signing this required form, the undersigned agrees that said vendor is responsible as defined below.

SEXUAL HARRASSMENT

Each vendor certifies that he has complied with the requirement of 2-105 of the Illinois Human Rights Act (775ILCS5/2-105)-1257) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

DRUG FREE WORKPLACE

The vendor or contractor, having 25 employees or more, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30ILCS580/3) that he 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 certifies that he is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

NON-DISCRIMINATION AFFIRMATION

Vendors must assure that all persons employed by the vendor, and all applicants for such employment, will not be discriminated against because of their race, religion, nationality, gender, disability, physical characteristics or sexual orientation. Vendor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.

CONFLICT OF INTEREST

By signing below, vendor certifies that they are in accordance with the School Code, and the Public Officer Prohibited Practice Act, 50 ILCS 105/0.01 et seq., no Board of Education member or District employee shall be directly or indirectly involved or own an interest in any contract, work, or business of the District, or in the sale of any article by or to the District.

CERTIFICATION OF NOT BARRED FROM BIDDING

The Vendor hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either the proposal-rigging or proposal-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Signed: _____ Name (printed): _____

Title: _____ Company Name: _____

Address: _____

Telephone Number: _____ Date: _____

BUY BACK AGREEMENT

THIS AGREEMENT made and entered into this ____th day of _____, 2024 by and _____ (hereinafter referred to as BUS SALES COMPANY) and MINOOKA SCHOOL DISTRICT 111, 26655 W. EAMES ST., MINOOKA, IL 60447 (or MINOOKA CCSD 201 305 W. Church St. , Minooka, IL 60447) (hereinafter referred to as SCHOOL DISTRICT).

WITNESSETH:

1. SCHOOL DISTRICT, for and in consideration of the covenants and agreements hereinafter set forth through _____ (leasing/finance company), does hereby lease the equipment and term set forth and described under lessor’s lease contract with District 111 (or District 201):

2. SCHOOL DISTRICT acknowledges receipt of said equipment in good order and condition and has examined and inspected same, and it is agreed that said equipment is of the size and type needed for its uses and purposes and that there are no representations or warranties, expressed or implied, made by the BUS SALES COMPANY. SCHOOL DISTRICT further acknowledges that said equipment shall be maintained principally at MINOOKA or CHANNAHON, IL.

3. At the end of the term, the SCHOOL DISTRICT will pay the balloon payment of \$ _____ to _____ (leasing/fiancé company) In sequence, BUS SALES COMPANY will pay SCHOOL DISTRICT the same amount \$ _____ to take ownership and possession of these buses. The payment is due upon pick-up of buses.

• Balloon payment per bus:

Vin Number	Dollar amount per bus
1. _____	\$ _____
2. _____	\$ _____

Total all buses \$ _____

4. SCHOOL DISTRICT agrees make available said equipment for pick-up to BUS SALES COMPANY at the end of the term aforesaid or at the end of any extension of said term. SCHOOL DISTRICT shall be responsible for regular maintenance, minor repairs, and repairs due to negligence of the bus driver, normal wear and tear excepted. There is **no** expectation that the school bus will be returned in like-new condition. Normal wear and tear is acceptable and generally refers to the **expected deterioration** of a school bus as a result of everyday normal use and exposure. The parties understand, and it is expected, that a school bus that is 5 years old will have more normal wear and tear associated with it than a 1-year-old school bus. Furthermore, the parties understand, and it is expected, that the school buses are stored outside and subject to exposure to the elements and rural road conditions and the normal expected deterioration as a result. The SCHOOL DISTRICT will only be responsible for normal and customary maintenance repairs to the school bus. Normal and customary maintenance shall not be construed as a catch-all for every single defect.

5.Examples of normal wear and tear includes but is not limited to:

Small scratches less than 6 inches; marks or scuffs; minor dings and paint chips; peeling decals; peeling or fading paint; inoperative light bulbs; loose fittings and/or missing screws; stains, scratches, and small punctures 1 inch or less on seats; loose shocks, step treads coming apart, speakers not working, rust without accident damage, torn window and door gaskets, cracked dash panels due to cold/heat, heated mirrors not working. Inoperative radios not due to negligence. Tires with a minimum tread depth of 4/32nds and of same size and load range. Brakes with a minimum lining/pad thickness of 3.2 mm (1/8 inch) for air disc and 1.6 mm (1/16 inch) for hydraulic disc, drum, and electric brakes.

6. The BUS SALES COMPANY agrees to inspect the buses at the SCHOOL DISTRICT at least 60 days prior to the return date of the buses. Within 15 days of the inspection the BUS SALES COMPANY shall provide the district with an itemized report, with photos, documenting the repairs needed and an estimate for each repair.

7. The parties shall mutually agree on the repairs needed and the SCHOOL DISTRICT may elect to make all, some or none of the repairs. In the event the SCHOOL DISTRICT elects to make repairs the BUS SALES COMPANY shall inspect such repairs and sign off on the satisfaction of the repairs prior to picking up the buses. BUS SALES COMPANY reserves the right to deduct from the guaranteed buy back payment amount. or charge back to SCHOOL DISTRICT, the cost of making the aforementioned repairs that the district may elect not to make.

8. Mileage shall be limited to limited to _____ miles per vehicle; excess mileage will be charged back to SCHOOL DISTRICT at a rate of \$ _____ per mile.

MISCELLANEOUS

9.1 Assignment. This Agreement and the rights, duties and obligations hereunder may not be assigned by either party without the prior written consent of the other party hereto, and any such attempted assignment without consent shall be void.

9.2 Closing, Ownership & Transfer of Title. Closing date shall be the date that the possession of the buses is transferred from the SCHOOL DISTRICT to the BUS COMPANY. The delivery of all documents or instruments required to be delivered at the Closing pursuant to this Agreement shall be deemed to occur simultaneously. No delivery shall be effective until such party has received or waived receipt of all the documents that this Agreement entitled such party to receive.

9.3 Release of Claims. In further consideration of the parties' execution, delivery and performance hereof, each party hereby expressly waives, releases, acquits and forever discharges the other party and its respective subsidiaries, affiliates, officers, directors, shareholders, employees, partners, agents, attorneys, representatives, successors, assigns, heirs and personal representatives (hereinafter referred to as the "**Released Parties**"), from any and all claims, demands and causes of action which such releasing party has or claims to have, known or unknown, of whatever nature, against the other party and/or the Released Parties, which exist or may exist as of, or at any time prior to, the Closing Date. As used in this paragraph, "claims," "demands" and "causes of action" include, but are not limited to, contract

claims, tort claims, equitable claims and statutory claims of any type, including, for example and without limitation, claims for attorneys' fees, claims for breach of contract, breach of implied contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, conspiracy, fraud, promissory fraud, tortious interference with business relations, tortious interference with contractual relations, estoppel, defamation, negligence, emotional distress, retaliation, harassment, discrimination, personal injury, debts, accounts, compensatory damages, punitive damages, liquidated damages, attorneys' fees, costs or other expenses.

9.4 Cumulative Remedies. The rights and remedies under this Agreement are cumulative and not exclusive of any other rights, remedies, powers and privileges that may be available under this Agreement or otherwise.

9.5 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, permitted successors and permitted assigns of the parties. Except as expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

9.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. The venue for any action or proceeding arising in connection with this agreement shall be in Grundy County Illinois.

9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.9 Headings. The headings of the sections of this Agreement are for convenience only and shall not by themselves determine the interpretation of this Agreement.

9.10 Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, twenty-four (24) hours after transmission by facsimile, or three (3) days after deposit in the United States mail, by registered or certified mail, addressed to the parties' respective addresses set forth on the signature page hereof (or to such other address as such party may designate by ten (10) days' advance written notice to the other party).

9.11 Amendment or Waiver of Agreement. The provisions of this Agreement may not be amended or waived except by a written instrument signed by the Company and Seller.

9.12 Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recovery from the other party its reasonable expense, including attorneys' fees.

9.13 Entire Agreement. The terms of this Agreement and other documents and instruments referenced herein are intended by the parties as a final expression of their agreement with respect to the subject matter hereof and thereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement

constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement.

9.14 Invalid Provisions. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be impaired thereby.

9.15 Representation by Legal Counsel. Each party is a sophisticated person or entity that was advised by experienced legal counsel and other advisors in the negotiation and preparation of this Agreement. As a result, neither this Agreement or any provision herein shall be interpreted in favor of or against a party because such party or its legal counsel drafted this Agreement or such provision

IN WITNESS WHEREOF, the SCHOOL DISTRICT and the BUS SALES COMPANY have caused this agreement to be executed the day and year first above written.

BUS SALES COMPANY.

SCHOOL DISTRICT

Representative

Representative