



Skokie School District 69

Transportation Bid

Timeline

Thursday, March 14, 2024

Advertisement Published in the Skokie Review

Monday, April 1st 2024

**Pre-Bid Questions due to Sonali Patil,
patils@skokie69.net**

Wednesday, April 3rd 2024

Pre-Bid Questions posted on website with answers

Friday, April 5th 2024

Bid Opening at 10:00 AM at School District 69

Tuesday, April 16th 2024

Bid Presented to the Board of Education

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Section 1 - Bid Overview

Invitation to Bid

This is an invitation to bid on student bus transportation for students attending the District. It is the intention of the District to enter into an agreement for three (3) school years that will begin on July 1, 2024 and conclude on June 30, 2027 unless extended thereafter by mutual agreement of the parties and pursuant to 105 ILCS 5/29-6.1.

Inquiries Regarding Bid

Interested parties that have questions regarding the bid documentation shall direct them to Sonali Patil, Asst. Supt. for Business and Operations in writing by email to patils@skokie69.net by Monday, April 1st 2024. Questions and answers will be shared on the Skokie District 69 website on Wednesday, April 3rd 2024.

The District will make such an investigation as it deems necessary to determine the ability of each bidder to fulfill requirements. The District reserves the right to inspect each bidder's facilities and other transportation operations under its management prior to any award of a bid at the expense of the bidder submitting the bid.

Alternate Bids

Alternate bids shall not be considered unless expressly requested by the District herein. An alternate bid shall not become part of the Contract unless approved by the District's Board of Education in writing upon award of the bid.

Section 2 - District Overview

The District serves 1,785 pre-kindergarten through grade eight students and comprises two elementary schools (Madison and Edison) and one Junior High School (Lincoln).

Scope of Services

The District has several transportation service needs, including:

1. Daily To/From Regular Routes to Madison Elementary School, Edison Elementary School, and Lincoln Jr. High School
2. Daily AM Overture Routes (band/orchestra) to Lincoln Jr. High School
3. Daily PM Activity Routes (band/orchestra, clubs) from Edison Elementary School and Lincoln Jr. High School
4. Needs-based charter service for Extra Curricular Transportation (e.g. athletics, student organizations, field trips)
5. Daily To/From Special Education Routes (K-8) to Madison Elementary School, Edison Elementary School, and Lincoln Jr. High School
6. Daily To/From Special Education Routes (Preschool) to Madison Elementary School, Edison Elementary School, and Lincoln Jr. High School (offering to/from for both AM and PM sections)

Scope of Services (continued) Additional Routes Based on Programming finalized at the beginning of each school year

7. 5 Weeks of Summer Programming Transportation to Madison Elementary, Edison Elementary, Lincoln Jr. High School
8. Daily PM Late Activity Routes (clubs) from Madison Elementary, Edison Elementary, Lincoln Jr. High School

Context for each of the above stated service needs has been defined within this section

Daily To/From School Routes

The District coordinates a daily to/from school transportation system for those families needing bus services. The student information (student address, school assigned and student accommodations) will be electronically provided to the Contractor. From this information, the Contractor shall create routes with the understanding that ridership may fluctuate. The Contractor shall then provide to the District detailed route information for school bus routes and stops prior to July 15 of each year. Families seeking to add transportation services after July 15th are assigned to an existing route. The District reserves the right to adjust any route or stop deemed necessary by the District.

Below is a summary of the routes that have been established for the 2024-25 school year

NOTE: Information regarding the 2024-25 school year (including enrollment, bell times and calendar) is being provided as a guideline only, and is subject to change at any time at the sole discretion of the District, without penalty or change in contract price.

Table 2.1: To/From Regular Routes Parameters

School	School Start Time	Drop-Off at School Time Range	School Dismissal Time	Student Drop Off Time Range e	Students with bus service	Current #of routes
Madison School	8:00am	7:35am-7:40am	2:50pm	3:00pm-3:15pm	274	9/AM 9/PM
Edison School	8:25am	7:55am-8:05am	3:15pm	3:25pm-3:40pm	370	9/AM 9/PM
Lincoln Jr. High School	8:50am	8:20am-8:30am	3:40pm	3:50pm-4:05pm	313	9/AM 9/PM
Lincoln Jr. High School Overture Routes	8:00am	7:30am-7:45am			55	2/AM
Lincoln Jr. High School Activity Routes			4:40pm	4:45pm - 5:25pm	varies daily	2/PM
Edison Elementary School Activity Routes Monday - Thursday			4:10pm	4:15pm - 4:45pm	varies daily	2/PM

Table 2.2: To/From Special Education Routes Parameters includes both door-to-door and corner pickup. A District bus aide may be required to be picked up prior to the route to accompany SpEd students.

School	School Start Time	Drop-Off Time Range	School Dismissal Time	Student Drop Off Time Range	Students with bus service	Current #of routes
Madison Elementary School K-2	8:00am	7:25am - 7:40am	2:50pm	3:00pm - 3:15pm	20	3/AM 3/PM
Edison Elementary School 3rd - 5th grade	8:25am	7:55am - 8:10am	3:15pm	3:25pm - 3:40pm	9	1/AM 1/PM
Lincoln Jr. High School 6th - 8th grade	8:50am	8:20am - 8:40am	3:40pm	3:50pm - 4:05pm	10	1/AM 1/PM
Madison Elementary School PreK AM	8:35am	8:25am - 8:35am	11:00am	11:05am - 11:45am	9	1 arrival 1 dismissal
Madison Elementary School PreK PM	12:35pm	12:25pm - 12:35pm	3:00pm	3:05pm - 3:45pm	10	1 arrival 1 dismissal
Edison Elementary School PreK AM	8:35am	8:25am - 8:35am	11:00am	11:05am - 11:45am	4	1 arrival 1 dismissal
Edison Elementary School PreK PM	12:35pm	12:25pm - 12:35pm	3:00pm	3:05pm - 3:45pm	11	1 arrival 1 dismissal

Lincoln Jr. High School PreK AM	8:35am	8:25am - 8:35am	11:00am	11:05am - 11:45am	4	1 arrival 1 dismissal
Lincoln Jr. High School PreK PM	12:35pm	12:25pm - 12:35pm	3:00pm	3:05pm - 3:45pm	8	1 arrival 1 dismissal

Table 2.3: Additional Routes

*Summer based on 2023 data, registration in progress. To include 5 non-concurrent weeks during summer months

*Alternate late activity routes tentative for 2024-25 school year, based on 2023-24 school year routes

School	School Start Time	Drop-Off Time Range	School Dismissal Time	Student Drop Off Time Range	Students with bus service	Current #of routes
Madison Elementary School Summer Programming K-2nd grade	8:30am	8:15am - 8:25am	3:30pm	3:35pm - 4:05pm	79	3/AM 3/PM
Edison Elementary School Summer Programming 3rd-5th grade	8:30am	8:15am - 8:25am	3:30pm	3:35pm - 4:05pm	92	3/AM 3/PM
Lincoln Jr. High School Summer Programming 6-8th grade	8:30am	8:15am - 8:25am	3:30pm	3:35pm - 4:05pm	81	2/AM 2/PM
Madison Elementary School Late Activity Route			5:30pm M-Th, 5:00pm Fri	5:35pm - 5:55pm M - Th, 5:05 - 5:25pm Fri	varies with enrollment	1 dismissal
Edison Elementary School Late Activity Route			5:45pm M-Th, 5:15pm Fri	5:50pm - 6:10pm M - Th, 5:20 - 5:50pm Fri	varies with enrollment	1 dismissal
Lincoln Jr. High School Late Activity Route			5:45pm M-Th, 5:30pm Fri	5:50pm - 6:10pm M - Th, 5:35 - 5:55pm Fri	varies with enrollment	1 dismissal

Charter Service for Academic and Student Activity Field Trips

The District offers a substantial amount of academic and student activity opportunities to all students, as part of a comprehensive instructional program. Critical to the success of our students traveling from school is the timely arrival of vehicles, and experienced/knowledgeable drivers that are able to navigate routes outside of the school district's boundaries.

Due to the nature of charter service needs, it is difficult to define the actual need for a given school or year.

- During the school day, charter services will be needed at all schools for academic field trips. Field trips tend to be planned at least two weeks in advance (estimated to be approximately 20-40 trips per school per year).
- After school Lincoln charter trips are more difficult to plan for in advance as the athletic calendar is dependent upon conference scheduling and is subject to change at any time. The athletic charter needs to follow a traditional athletic schedule with the fall and the spring being the busiest times of the year and (estimated to be approximately 80 trips per year). **In general, after school athletic charters are expected to be at Lincoln by 3:40 PM with a 3:50 PM departure to events.**

Section 3 - Instructions to Bidders

- A. All bids shall be placed in a sealed envelope clearly marked

“BID FOR TRANSPORTATION SERVICES FOR SKOKIE SCHOOL DISTRICT 69” and addressed to:

Sonali Patil, Asst. Supt. for Business and Operations
Skokie School District 69
5050 Madison Street
Skokie, IL 60077.

Bids must be received no later than 10:00 AM on **Friday, April 5th 2024** at which time all bids will be opened and read aloud. Bidders’ prices must be a delivered price for all services, as applicable, and must account for all requirements in these bid documents. The bid price must be firm for at least 120 calendar days after the latest date for submission of bids. One copy of the bid must also be provided in PDF format via e-mail after the bid opening.

- B. Each bid must be accompanied by a bid bond, certified check or bank draft made payable to the order of Skokie School District 69 by a generally recognized insurance or bond company in the amount of ten percent (10%) of the value of the bidder’s bid for one (1) year of service based on the model provided. Certified checks or bid bond of all unsuccessful bidders will be returned within ten (10) days of award of the contract. The bond shall be carried with a bonding company rated “A+ or better” by Best’s Key Rating Guide and licensed to do business in the State of Illinois. Failure to supply a bid bond at the time of the bid submission will automatically disqualify the bidder.
- C. On or before **Wednesday, May 1 2024**, the successful bidder shall be required to furnish a performance bond executed by a surety company in an amount equal to 100% of the annual contract value. The performance bond shall be renewed annually for the term of the contract, and must be from a surety company with at least an “A+ or better” rating by Best’s Key Rating Guide.
- D. The bid will be awarded by first considering the bidder most able to provide safety and comfort for the students, stability of service and other factors regarding quality of service set forth herein, and then price. The District hereby reserves the right to accept or reject any or all bids in whole or in part for any reason or no reason, without recourse, or to make the award in such a manner as the District may deem right and proper for the best interest of the District; the District reserves the right to waive any immaterial or inconsequential irregularities in the bid. The District reserves the right to award the contract to one bidder for all services or to split and award multiple contracts to multiple bidders.

E. Prior to the beginning of its services, the bidder shall become fully informed of the District's transportation requirements including school district expectations of service and related equipment, school start and end times, current bus routes, pick-up and drop-off locations, mileage etc.

F. All proposals must be submitted on the District's Transportation Bid Submission Form along with copies of Certifications that are included with this Invitation to bid. Such Certifications include, but are not limited to:

- **Eligibility to Contract:** Each bid must be accompanied by a certificate regarding the Contractor's eligibility to contract with units of State or local government, certifying that the Contractor is not barred, suspended, proposed for debarment, ineligible, or otherwise excluded from contracting with any unit of State or local government.
- **Sexual Harassment:** Each bid must be accompanied by a certificate regarding a sexual harassment policy certifying that the Contractor 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/) and the complaint process available through the Illinois Department of Human Rights and Illinois Human Rights Commission; and, states that anyone filing a complaint will be protected against retaliation.
- **Ban on Tobacco:** Each bid must be accompanied by a certificate regarding the District's ban on tobacco certifying that the Contractor's employees and any subcontractors will abide by the ban on tobacco set forth in District policy in all school buildings and on all school grounds and during the performance of any services under any contract awarded pursuant to this Bid.
- **Drug-Free Workplace:** Each bid from a Contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the **Illinois Drug-Free Workplace Act** (30 ILCS 580/) certifying that the Contractor shall provide a drug free workplace for all employees engaged in the performance of work under the contract and that the Contractor 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 or she) 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**.

No bid will be considered responsive, complete and in conformance with these Bid Documents unless accompanied by all of the certificates specified above, 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 Contractor has made a false certification, or that the Contractor has violated any of such certifications.

- G. Bidder's signature will be construed as acceptance of and willingness to comply with all applicable State, federal, municipal and District laws, regulations, ordinances and policies relating to, and including but not limited to, wages of laborers, preference to citizens of the United States and residents of the State of Illinois, transportation safety, insurance, and discrimination and intimidation of employees. Provisions of said laws, regulations, ordinances and policies are hereby incorporated by reference and become a part of this proposal and specifications. Proper execution of attached formal documents shall accompany the bid.
- H. The District is not subject to Federal Excise Tax or Illinois Retailers Occupation Tax. Exemption Certificates will be furnished upon request.
- I. The successful bidder must invoice the District on a monthly basis. Invoices must detail the service, date of service and cost. Additionally, the successful bidder must be able to provide billing data in spreadsheet form with the following elements: Date of Service; PickUp Location; Drop-Off Destination; Total Cost of Route.
- J. The District reserves the absolute right to unilaterally terminate the transportation contract for any reason or no reason subsequent to the initial year of contract (July 1, 2024 - June 30, 2025) with written notice prior to April 1 annually.
- K. A copy of the Contractor's Annual Financial Report for the last two years must be included with the bid proposal.
- L. A list of contracts not renewed or terminated in the last three years must be included with the bid proposal as well as a list of five (5) references from public school districts in the State of Illinois.

Section 4 - Bid Specifications

Contractor Responsibilities

- A. Maintain facilities and bus fleet pursuant to a preventative maintenance program that is consistent with industry standards and in compliance with any applicable law(s). The maintenance facility shall be located within twenty-five (25) mile radius of any District boundary or, should the maintenance facility be further than 25 miles, a plan must be established to provide back-up buses in a timely manner.
- B. Recruit, hire, manage, train and compensate legally qualified bus drivers.
- C. Maintain and keep current on all Federal and State laws regarding student transportation, including but not limited to, at Contractor's expense, providing the District with completed, fingerprint-based Illinois State Police and FBI criminal background checks, for all employees having contact with students. At Contractor's expense, Contractor is also required to provide the District with the results of searches of the Statewide Sex Offender Database and Violent Offender Against Youth Database for all employees having contact with students. The Contractor is also required to conduct a sexual misconduct background check (Employment History Review) on all hires as per the IL law (105 ILCS 5/22-94).
- D. Investigate requests and complaints regarding student transportation services and make recommendations to the District's Business Manager/CSBO or their appointed representative in an appropriate and timely manner.
- E. Administer bus conduct reports as specified by the school district and work with each individual school on student discipline.
- F. Using information provided by the school district on a mutually agreed timeline, design and validate routes on a continuing basis based on the parameters and information provided by the school district and any changes to the same that may occur throughout the Contractor's provision of services to the District. Keep an up-to-date map of the District indicating student locations, bus stops and bus routes and supply the district with route information when requested.
- G. The Contractor will provide GPS technology service that provides the ability to monitor all bus vehicle activity when serving the school district and provide location and route details upon request.
- H. Whenever buses are in use, a dispatcher shall be available to the school district and vehicle driver and be accessible by telephone.

- I. The Contractor will install, maintain, and provide access to bus video cameras that are able to maintain a minimum of ten (10) days of recorded content, and provide the ability to export sections of the recorded content in whole or in part within 24 hours of written request.
- J. The contractor will dispatch buses, schedule drivers, and be completely familiar with all bus routes, schedules, school locations, etc.
- K. Supply a sufficient number of regular and substitute drivers to be available and properly trained so that a full transportation service is provided. Substitute drivers shall have a working knowledge of the route they are handling and the same substitute driver will be used whenever possible to provide consistency on routes. Substitute drivers shall have a written description of the route, complete with student names and stops and shall have proper training and undergo all criminal background investigations required by the Illinois School Code.
- L. Secretarial duties, including but not limited to telephone coverage, filing, map maintenance, report documentation, bus conduct forms.
- M. Be aware and keep the District's administration advised on ideas for improvements on transportation services and cost savings.

The number of full-time (or equivalent) and substitute employees to be used to perform the managerial, maintenance and clerical responsibilities shall at all times be sufficient to fulfill the above responsibilities, and all other specifications and requirements within this Invitation to Bid.

School Buses

- A. All school buses used in the performance of this contract shall be owned by the Contractor or, if not so owned, the Contractor shall furnish the District with a statement setting forth the name and address of the owner of each such school bus before placing said school bus in service. The Contractor shall present suitable (as determined by the District in its sole discretion) evidence prior to the award of the contract establishing that he will have ample units available and ready for use at the beginning of each school term. During the course of Contractor's provision of services to the District, if any equipment used by the Contractor is condemned or damaged in whole or in part, it is agreed that said unit shall be replaced by the Contractor without expense to the District and without any claim for adjustment. The District will have no responsibility for financing, holding title to, licensing, insuring, repairing or providing or paying for fuel for any bus used pursuant to the contract.

- B. All buses are to be equipped with an exclusive radio system. All licenses, fees, etc. associated with the 2-way radio system shall be obtained by the Contractor at its expense.
- C. All buses are to be equipped with a GPS system that allows for the tracking of buses and routes as required by the Contractor's responsibilities listed in this Invitation to Bid.
- D. All buses are to be equipped with video cameras, accessible by school personnel upon request. Video camera systems must provide the ability to maintain a minimum of ten (10) days of recorded content, and provide the ability to export sections of the recorded content in whole or in part, within 24 hours of written request.
- E. All buses are to be equipped with engine block heaters and electrical plug-ins for winter starting.
- F. If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present the District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on-site for use by the Contractor for performance of the Contract at least fourteen (14) days prior to the first date that student transportation services are to be provided. Equipment must be ordered within thirty (30) calendar days of the District's notification to the Contractor of the approval of each award of the Contract.
- G. No later than August 1 of each contract year the Contractor shall provide the District with the following information on all vehicles to be used in the transportation of students: (1) make, model year, and serial number; (2) State license number, municipal vehicle sticker number, and safety inspection sticker number; (3) capacity of vehicle; (4) ownership of vehicle; (5) vehicle maintenance history and past safety inspections upon request. The Contractor shall provide the same information on any newly acquired buses, and shall update the information on state license, municipal vehicle, and safety inspection stickers whenever this information changes.
- H. A sufficient number of 60-72 and 13-32 passenger vehicles must be available to serve the needs of the District whenever necessary. Upon the District's request, the Contractor will provide buses as deemed necessary for routes traveling in confined areas, and wheelchair accessible vehicles.
- I. At any time in the performance of this agreement no bus shall be more than twelve (12) years old. Unless approved by the District, no school bus will have more than 150,000 miles on the odometer. The average age of all buses shall be no more than eight (8) years of age. The only exception to the age requirement shall be with prior approval of

the District. Annually, the Contractor shall supply the District with a listing of the buses used including age, vehicle capacity, current mileage and serial number of each bus.

- J. All 60-72 passenger buses shall be equipped with a minimum of three (3) push-out windows per side. All 12-32 passenger buses shall be equipped with a minimum of one (1) push-out window per side.
- K. The Contractor shall keep all school buses used in the performance of the transportation requirements in a good state of maintenance and repair. No bus will be placed in service if the Contractor has reason to believe that if inspected it would be declared unsatisfactory or unsafe. The passenger section shall be kept in a clean and sanitary condition. The Contractor shall cause each school bus to be inspected and maintained in accordance with the standards set forth by the State Board of Education and the Illinois Department of Transportation as well as all local, State and Federal standards, but under no circumstances shall there be less than two (2) inspections per year. All vehicles must carry a current school bus safety sticker at all times. The District reserves the right to inspect the fleet and/or equipment and has the authority to require the Contractor to make repairs, replace parts, or replace vehicles if each school so desires. No vehicle may be used in the transportation of students without first having completed these required inspections.
- L. All buses shall be inspected daily and checked carefully for defects. Any defects as may be found shall be remedied before using said vehicle. In addition, the Contractor shall maintain a sufficient number of approved standby buses in good operating condition to be used in the event any bus transporting students in accordance with this Agreement shall fail to function or otherwise be unable to operate. No daily charge shall be made for any standby bus.
- M. The Contractor will be required to keep thorough, up-to-date records (including: mileage, oil changes, tire replacement, brake inspections) of all operating data and maintenance work done, and the District shall have access to these files.
- N. Should the District or applicable law require updates to vehicles, the District will cooperate with the Contractor to accomplish such updates. Any additional cost related to the District's request or applicable law shall be open for negotiation with the District, but may not be imposed unilaterally by Contractor.
- O. If the number of students to be transported shall increase so that the Contractor cannot provide adequate transportation with the existing buses initially assigned to the performance of this proposal so that it shall cause said buses to be occupied by more passengers than designated by the District, the Contractor shall furnish such additional buses as shall be necessary to provide the specified transportation for such students in such a manner that the school buses are not occupied by more than the number of

passengers as designated by the District. Such buses are to be provided at the price per bus, per day, as is set forth hereinafter in the bid documents for similar runs.

- P. If the number of students to be transported shall decrease so that one or more school buses are not needed to comply with the requirements of this proposal, the Contractor shall eliminate the unneeded buses and the price to be paid under this proposal shall be reduced by the price per bus, per day, as hereinafter set forth in the bid documents for similar runs. The Contractor shall add or withdraw buses from service under this paragraph no later than two (2) weeks after being advised to do so in writing by the District.
- Q. The maximum number of passengers per bus shall never exceed its maximum capacity. The Contractor shall design routes to safely and efficiently transport students while meeting the time constraints of each route. The District retains the right to designate ridership per bus.

Personnel and Training

- A. It is understood that the Contractor's Company, its officers, agents and employees shall be considered, at all times as acting in the capacity of an Independent Contractor and not as an employee of the District for any purpose, and shall not acquire either by contract or by operation of law any rights or benefits provided for employees of the District. All expenses of operation and maintenance shall be paid by the bus contractor.
- B. All buses shall be operated at all times by trained, competent and prudent drivers who shall meet the requirements for school bus drivers as set forth by federal law, the State of Illinois, and the United States and Illinois Departments of Transportation. In addition, all drivers will be required to follow all District policies and regulations. Bus drivers will at all times comply with the motor vehicle laws of any state, cities, villages, and municipalities in which the buses may be operated.
- C. The Contractor will provide qualified monitors for buses when requested by the District at the per route cost listed in Appendix A-5.
- D. The Contractor is required to pay wages pursuant to applicable law.
- E. The Contractor shall establish and implement a screening, hiring and training program. The District may require drivers to be included in periodic student behavior management and safety training(s) led by the school district.
- F. The Contractor shall conduct a record check on the applicant's driving record. The Contractor shall not utilize any driver who has ever been convicted of a DUI, reckless driving or any criminal offense involving children. The applicant's driving record, which is obtained from the State of Illinois, shall be available upon request to the Superintendent

or their appointed representative. The Contractor shall, as soon as practicable, notify the District if any driver is cited for any reckless driving offense, whether driving a bus or personal vehicle.

- G. Drivers shall not use indecent or threatening language, shall not use tobacco or nicotine products on the bus or on District property, nor permit students to use tobacco or nicotine products, or cause disturbances on a bus.
- H. Drivers shall wear ID badges that are clearly visible while performing work on Contractor vehicles and at District facilities. Contractor shall be responsible for any lost or misplaced ID badges for its personnel.
- I. Drivers shall not use or operate cell phones or electronic communication devices. Contractor provided radios are accepted, while transporting students or while in direct supervision of the students, including hands-free devices.
- J. Whenever a regular driver is not working because of a planned absence or sick leave of more than two days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver.
- K. Contractor must provide adequate pre-service training, including first-aid training, so that the driver has a thorough knowledge of the State of Illinois traffic laws and regulations. In addition, the Contractor must provide the necessary behind-the-wheel training with a qualified instructor before the driver takes his/her school bus road test with the Motor Vehicle Department.
- L. All drivers shall be required to take a Defensive Driving Class and evidence of satisfactory completion shall be furnished to the District.
- M. Applicant drivers must pass physical, written and road tests and obtain a minimum of a class "C" license and an Illinois School Bus Permit before transporting students.
- N. The Contractor must provide route training before the driver is given the responsibility of transporting students. This would include, but is not limited to a specific map of the route indicating exact locations and names for pick-ups and drop-offs. The Contractor is required to perform a 'practice run' of each route, prior to the start of school in the fall, on a date mutually agreed upon by District and Contractor.
- O. The Contractor must provide on-going in-service training programs for the bus drivers. Drivers shall be required to attend the meetings. A minimum of two in-service meetings shall be held each school year with a minimum length of 1/2 hour each. The meeting topics shall be geared to driver needs including safety, discipline, drills, etc. Failure to attend may, at the sole option of the Districts, result in replacement of the

non-attending driver. The Business Manager or their appointed representative shall be informed in advance when these meetings take place.

- P. The District shall have the right to direct the removal, assignment, and/or reassignment of any driver or assistant/monitor being utilized by Contractor to fulfill this agreement.
- Q. The Contractor will be responsible for proper supervision over the drivers to ensure the routes are being run correctly and on time. Also included in this supervision should be an annual written evaluation of all drivers in the areas of driving competency, understanding of laws, regulations, and District policies. Annually the District's personnel shall discuss these evaluations with the Contractor, and also give the Contractor an evaluation of its services by June 15 of any contract year.
- R. The Contractor shall furnish to the District, at the beginning of each school year, a listing of names, driver's license numbers and expiration dates of all regular and substitute drivers, along with the routes they will be driving. This listing shall be maintained current by the Contractor.
- S. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. All drivers shall maintain a courteous attitude and neat appearance. A uniform appearance is recommended. All drivers shall be required to speak English when the employee is speaking about matters related to his or her duties.
- T. Each driver assigned to the performance of this agreement shall be free from any physical defect that inhibits the driver's ability to operate a vehicle safely, or perform the essential functions of his or her job duties.
- U. The District shall be furnished proof that each driver has satisfactorily met the physical examination requirements mandated by law. Thereafter, throughout the term of the agreement, each driver shall have a new physical examination each school year that is narrowly tailored to the requirements and business necessities of being a school bus driver. Each bus driver will undergo a drug test as part of his/her physical exam for each initial license and each license renewal. In addition to annual drug tests, the Contractor will have a drug testing program that requires testing of drivers for reasonable cause, as determined by either the District or the Contractor, and postaccident and random drug testing. A positive test will forever disqualify a driver from providing service to the District. All drug tests will be at the Contractor's expense. The District or its representative may at its discretion, and in accordance with applicable law, demand such additional examinations of drivers that are narrowly-tailored to be job-related and consistent with business necessity. The costs of such additional examinations, including drug testing of drivers shall be paid for by the Contractor. Any driver who is found to be

physically or mentally unfit to operate a school bus shall be removed immediately from performance of his/her transportation duties.

- V. The Contractor shall provide to all drivers a manual or handbook outlining all Contractor policies and procedures. Included therein must be a written policy covering procedures to follow in emergency situations and all steps to follow if the bus is involved in an accident of any kind. There should also be a procedure outlining the steps to follow if a bus breaks down. All drivers should be schooled and tested on these procedures to the extent that they will be prepared if an emergency does occur. The applicable Business Manager/CSBO or appointed representative must be immediately notified by the Contractor when any accident has occurred or any driver has been stopped by the police and issued a citation.
- W. Each driver shall complete a Daily Pre-Trip Inspection Sheet as required by Illinois law and/or regulations and/or each school and maintain such records for the review of each school at least every six (6) months or as more frequently required by Illinois law and/or regulation.
- X. All vandalism damages to the Contractor's equipment, fleet or facilities will be the responsibility of the Contractor. The District will assist the Contractor in seeking restitution for malicious damage. The Contractor shall report to the relevant school's Principal or designee all known pertinent information regarding incidents of vandalism including date, route and, if possible, name of the students.
- Y. While transporting students, drivers shall not leave the vehicle unattended.
- Z. Buses will not be fueled while students are on board.

Routing

- A. Contractor shall be responsible for the following administrative services regarding routing:
 - a. Using a list of students and their addresses to safely design routes and assign stops to each student,
 - b. Communicating the aforementioned routes to the District and
 - c. Direct communications with school administration regarding day-to-day customer service issues.
- B. The District will provide the Contractor with the names and addresses of all District students eligible for transportation each school year by June 30. Proposed routes will be provided to the District prior to July 15 to include 1) route number, 2) vehicle number, 3) driver's name, 4) student names, 5) drop off and pickup locations, 6) estimated pick-up and drop off times, and any other information pertinent to the route as may be

requested by the district. Families seeking to add transportation services after July 15th are assigned to an existing route. If students added after July 15th require a new stop and new route, the contractor has 3 days to reroute with the new bus stop. The District reserves the right to adjust any route or stop deemed necessary by the District.

- C. Students (Special Education, General Education) may be assigned bus services throughout the school year for door-to-door or corner stop transportation. The Contractor will route new students assigned by the District within 3 school days to include 1) route number, 2) vehicle number, 3) driver's name, 4) student names, 5) drop off and pickup locations, 6) estimated pick-up and drop off times, and any other information pertinent to the route as may be requested by the district.
- D. The Contractor, with cooperation from the School District, will be responsible for the establishment of all bus routes. These will be set up according to District policy for length of ride, location of bus stops, hazards as defined by law or regulation, and walking distances. The District's final approval must be given before the routes are used.
- E. All transportation will be in accordance with the District's calendar including provisions for holidays, institute days, early dismissal for in-service training, beginning time for the school day and ending time for the school day. By April 1st or soon thereafter of each year of the Contract, the District shall furnish the Contractor with a tentative calendar for the following year. Subsequent changes to the District's calendar will be furnished to the Contractor in a timely fashion.
- F. The arrival and dismissal times are set by the District and the District reserves the right to change both start and end times at the sole discretion of the District. The Contractor's pricing cannot change if the District changes its bell times in year 2 and 3 (so long as the back to back routing is not affected).
- G. Only students, school-authorized personnel and contractor employees will be permitted to ride on buses used for school purposes. All other riders including family members of school bus drivers are excluded from riding the bus.
- H. The Contractor will be charged with the responsibility of maximizing efficiency through routing and scheduling. There must be a continuing effort to combine routes when ridership is low because of declining enrollment areas.
- I. In going to and returning from schools, the bus driver shall leave the point of origin for each route at a scheduled time and shall complete the route with a minimum variance of time. No bus shall be loaded with any passengers beyond the approved capacity of the bus.

- J. Bus routes shall be designed in a manner consistent with the drop-off and pick-up time ranges identified in this document. Additionally, no route shall exceed 40 minutes in duration.
- K. The Contractor shall provide the District with all information the District needs to prepare the annual claims for reimbursement, and the Pupil Transportation Report and any other reports as required by the State Board of Education or the District's Board of Education (i.e. Annual Mileage Reports).
- L. The Contractor shall organize all bus routes to the satisfaction and final approval of the District. The Contractor shall furnish to the District without additional charge:
 - a. 8 ½" x 11" maps of each daily route and lists of students' names, location and time of pickup by the number of days designated 10 days before school starts each year.
 - b. Only authorized students and school personnel will be permitted to ride on buses used for school purposes. All other riders including family members of school bus drivers are excluded from riding the bus without prior approval of the District or their appointed representatives.
 - c. Authorized students, as specified by the District, will not be refused a ride or evicted along the route by the Contractor or Contractor's employees or agents. Prohibitions to ride will be done according to the District's School Board's policies and procedures.
 - d. In no case shall bus routes provide for transportation beyond the School District boundaries at District expense.
 - e. The bus driver is responsible for only the discipline that is required to operate the bus. The name of the student that causes a disturbance or undesirable situation, or violates any school regulation on a bus, and a description of the occurrence will be reported to the student's school by the bus driver or his/her supervisor no later than noon of the next school day. All decisions regarding the discipline of students, including, but not limited to, suspension or termination of bus services or suspension or expulsion from school, will be made solely by the District. Any records concerning individual students, including each student's assigned route, is confidential student record information subject to the Illinois School Student Records Act ("ISSRA") and the Family Education Rights and Privacy Act ("FERPA"). The Contractor warrants and agrees that student information is not to be shared with anyone unless the school district agrees in writing to such.

Routes

- A. To/From School Routes- Sufficient school buses shall be available for regular routes daily 1 hour prior to school starting and 1 hour after school dismissal, to include full days, early release days, PreK AM and PM school days. A District bus aide may be required to be picked up at the school building prior to the route to accompany SpEd students. If

weather and traffic conditions require extended time for the providing of regular bus service as delineated in this proposal, such extra time shall be provided at no extra cost to the District. The morning routes shall be from designated bus stops along regular routes to the schools. In the afternoon, transportation shall be from the schools along regular routes to designated bus stops.

- B. Special Routes- School buses shall be available for special routes as designated by the District and the Contractor shall have available on any one day the number of buses needed for the school function. The District reserves the right to utilize other available transportation sources at any time, if transportation cannot be provided by the contractor.
- C. School buses shall be available for shuttle transportation of students between schools within the District upon request.
- D. The District reserves the right to utilize other available transportation sources at any time, if transportation cannot be provided by the contractor.
- E. Charter- School buses shall be made available by the Contractor for field trips, before and after school activities/athletics as needed by the District or their appointed representatives. If the Contractor assigns a regular school bus to do charter field trip duty during the middle of the school day, that charter bus must be at the individual school at the appropriate time for the afternoon school run. The District reserves the right to utilize internal and/or other available transportation sources without any need for prior approval from the contractor, if transportation cannot be provided by the contractor.

A sufficient number of buses to meet the needs of the District shall be made available by the Contractor when at least three (3) days' advance notice of charter request is provided to the Contractor.

Extreme Temperature Bus Operation Procedures

The Contractor shall provide to the District a statement detailing procedures that are in place to ensure proper school bus operations when temperatures reach 10 degrees Fahrenheit or below.

Insurance

- A. At its own expense, the Contractor shall obtain and maintain in full force and effect during the term of this proposed contract and pay the premium thereon a policy of public liability, property damage and bodily injury insurance insuring all passengers and parties at all times issued by an insurer authorized to transact business in this State and approved by the District's Board of Education. Such policy shall cover the Contractor, its officers, agents, and employees, and the District's Board of Education and its officers, members, employees, and agents named as an additional primary insured in the policy

(except for worker's compensation). A Certificate of Insurance must be filed annually, prior to the commencement of the school year, with the District stating the policy limits and showing the District as an additional insured. The Contractor's insurance must be primary and non-contributory to any insurance held by District, and exhausted first before any District insurance covers any loss.

- B. Insurers providing coverage for the Contractor's insurance obligations under its contract with the District must have a current rating of "A+" or better as provided by Best's Key Rating Guide. Coverage required is as follows:
 - a. Workers Compensation
Coverage A Statutory
Coverage B Employee Liability
Each accident: \$1,000,000
Each employee: \$1,000,000
Policy Limit: \$1,000,000
 - b. Comprehensive Automobile Liability, including hired and non-owned vehicles, if any
Combined Single Limit \$2,000,000 per occurrence
Uninsured/Underinsured Motorist \$2,000,000
 - c. Commercial General Liability
Liability \$2,000,000 per occurrence
General Aggregate \$4,000,000
 - d. Umbrella Liability shall be provided at a limit of \$5,000,000 and **must follow form coverage** over the Comprehensive General Liability, Automobile Liability and Employer's Liability.
 - e. District should be named as an additional insured on a primary and non-contributory basis.
 - f. Must include sentence that The General liability coverage **does not contain any exclusions for Sexual Misconduct.**
- C. No insurance may be canceled without the District receiving thirty (30) days advance written notice of any full or partial cancellation.
- D. A waiver of subrogation in favor of the District shall apply for workers compensation.

Indemnification

- A. The Contractor is responsible for and shall hold harmless, indemnify and defend the District's Board of Education and, its officers, members, agents, and employees from and against any and all loss, damage, injury, liability and claims or expenses by reason of any loss, personal injury, death or other damage that may be done to or suffered by any person, including employees of the Contractor, or the School District, arising in connection with the operations to be carried on by the Contractor.
- B. The Contractor agrees to save, keep, hold harmless, and fully indemnify and defend the District, its Board, officers or agents from all damages or claims for damages, costs, or expenses in law or equity that may at any time arise or be set up for an infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use in the performance of this contract of any article of which the Contractor is not the patentee or assignee or has not have the lawful right to use.

Emergencies

In the event of an emergency situation at any one of the schools covered by this proposal, which necessitates removal of students from said school or schools, the Contractor shall provide the required transportation within 60 minutes of such request.

In cases of emergency which necessitates the cancellation of bus service on the part of either party, the District or the Contractor shall be notified as soon as it is apparent that school will be closed or that buses will not operate. Whether schools will be closed due to inclement weather will be decided by the District's Superintendent. The District's Superintendent or their appointed representative will consult with the Contractor regarding driving conditions.

Non-Assignment

The Contractor shall not assign or sell any rights to this contract to another party or parties without prior written approval from the District. Such action without approval from the District shall invalidate this contract.

Force Majeure

The parties to the proposal understand that under certain circumstances the contractor may be unable to perform in the customary manner due to an act of God, fire, strike, loss of transportation facilities, lock-out or commandeering of materials, products, plants or facilities by the Government.

In the event that service is interrupted for any of the above reasons or any other event which prevents the Contractor from furnishing service, the District shall have the right to secure and substitute other transportation service. The Contractor agrees to pay the difference between its charges and the charges of the substitute bus company, plus any consequential damages related to the interruption in service.

Breach of Contract

If the Contractor violates, breaches or fails to perform any of the terms or conditions herein contained, including the provisions of the statutes, rules and regulations referred to above, the contract shall be void and the District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Contractor. The partial or total failure of the Contractor to perform its services as a result of extreme weather conditions, impassable roads or acts of God shall not be judged a breach of the proposed contract. However, the Contractor shall not be paid for any lack of performance.

If, in the opinion of the District, contract violations and/or non-performance occurs, the District shall be entitled to damages, costs and fees including, but not limited to reasonable attorney fees incurred in enforcing or correcting such breach. Contractor may be provided, but is not guaranteed, an opportunity to cure any material defects in servicing the contract prior to the District's termination of the contract for material breach.

Termination of Contract

The District reserves the absolute right to unilaterally terminate the transportation contract for any reason or no reason subsequent to the initial year of contract (July 1, 2024 – June 30, 2025) with written notice prior to April 1 annually.

Penalties

- A. The Contractor selected agrees that the highest standards of delivery service are expected to be provided to the District at all times during the term of this Contract.
- B. The District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of this Contract. By accepting this Contract, the Contractor agrees that in the event of the specific service violations listed herein, that sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.
- C. Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided that the Contractor provides reasonable notice to the School District's Superintendent or their appointed representative of the event and in his or her discretion, determines that the Contractor's reason for the service violation is valid. The District's Superintendent or their appointed representative will utilize current service expectations when assessing penalties.
- D. **A credit of \$150** will be given to the District for each morning (AM) portion of a route which is completed more than fifteen minutes after the school starting time and for each afternoon portion of a route or an activity route which started more than fifteen minutes after scheduled departure time, unless the District Superintendent or designee determines Contractor's reason for such delays valid pursuant to Subsection C above.

- E. Late pickup or drop off for activity bus routes (athletic; field trips; etc.) in excess of 15 minutes of scheduled departure or drop off time, **\$150 per occurrence.**
- F. No service to or from a regularly scheduled route, **\$300/route**
- G. Leaving a child on a bus after the Contractor has completed the last stop, **\$1,000 per occurrence.**
- H. Camera system non-operational: **\$150 per occurrence.**
- I. Failure to provide bus video within 24 hours of request **\$150 per occurrence.**
- J. Failure to provide a properly licensed and permitted driver for a to/from route **\$150 per day per route.**
- K. Changes in bus route(s) without notification **\$150 per day.**
- L. Students missed at designated bus stops within the framework of the bus schedule due to driver negligence or other negligence on part of the Contractor shall be picked up and delivered to the students' proper destination. No additional charge will be assessed for this service by the Contractor.
- M. There will be no deduction for mechanical breakdowns that are beyond Contractor's control, but the Contractor will be responsible for furnishing alternate equipment, and for providing notice to the District as required by Subsection C. above.
- N. Contractor shall keep a record of departure and arrival time of each bus in its office available for inspection by the Districts. Contractor will furnish each District with a monthly exception report of late runs and a monthly summary of credits due to the District.
- O. School Closings – A credit of 100% of the regular education and activity route rates will be given to the Districts for all regular education and activity routes canceled due to school closings.

Additional Provisions

- A. The Contractor shall realize that the possibility of cancellation of athletic and other student events may occur due to severe weather, availability of acceptable fields, power outages or the like which is not the fault of the District. District representatives will make every attempt to notify the Contractor of these cancellations as soon as they become finalized.

- B. The Contractor shall provide at no additional cost a bus at each school location twice a year for bus evacuation drills consistent with School Safety Drill Act (Public Act 094-0600). The times and dates of these drills shall be made jointly by the Contractor and the school principals with dates typically in the fall and spring during each school year. The Contractor shall require route drivers to participate in emergency evacuation drills as required or as requested by the District. These drills shall have written documentation indicating date, route number, driver's signature and number of students involved and an original or copy of such documentation shall both be provided to the District and be placed on file with the Contractor.
- C. No unauthorized persons shall be allowed in any vehicle while engaged in transporting students, The District, however, reserves the right to have an authorized District employee or agent ride on any bus, on any contracted route, without prior notice to Contractor.
- D. It is to be understood that decisions on student disciplinary problems, suspensions or expulsions are the responsibility of the District or its designated representative. Further administrative procedures and regulations will be established between the District and Contractor.
- E. Deadhead mileage, defined as operation of a vehicle when no passengers are on board, is the sole responsibility of the Contractor with the exception of mileage between schools or route beginning/ending points for vehicles that will be used for other routes.
- F. The Contractor shall assume all costs of the transportation/operation, including but not limited to, the cost of purchase of vehicles, including two-way radios, gas, maintenance, all types of insurance including unemployment insurance, supplies, and accessories necessary for safe operation, and all salary and benefits for drivers, mechanics and all other transportation employees. The bid shall be based on the premise that the District will not be responsible for financing, holding title, or licensing of vehicles. Bidders shall not include taxes that school districts are not subject to in their quotation.
- G. The District may request that the Contractor provide a Driver Assistant for the additional supervision of students on the bus. While on the bus, Driver Assistants should be clearly identifiable as a Contractor employee.
- H. The Contractor will drop off students in the drop off window provided in Table 2.1 and 2.2 as the students receive breakfast before the start of school day.
- I. All equipment (e.g Harness, safety vest) required for transportation of Special Education students will be furnished and maintained by the Contractor.

Section 5 - Payment to Contractor

- A. The Districts shall pay in accordance with the contract. Specifically, the District will be charged for the services rendered to it, on a per route basis. All payments made to the Contractor must be approved by the Board of Education prior to payment; accordingly, all payments will be made within ten days of the Board of Education meeting at which the invoice is presented for payment. Invoices will be presented to the Board of Education at its meeting immediately following. If the Board of Education does not receive an invoice 15 business days in advance of its next meeting, the invoice will not be presented to the Board of Education until the following meeting.
- B. Billing for activities, extra-curricular, field trips, intra-district trips, shuttle and special routes, and late runs shall be invoiced separately from regular morning and afternoon bus route invoices.
- C. Invoices shall be calculated in accordance with the rates shown on the Appendix A.
- D. Should the School District fail to make its payment in a timely fashion, such failure shall not affect the services to be rendered under this contract. The Contractor has the right to enforce collection proceedings as to any School District that fails to make its payments, while continuing to provide the transportation services called for by this Contract. Only where a majority of the School District parties fail to make payment may the Contractor discontinue services to those individual School District parties, and re-configure routes for those remaining School District parties.
- E. The payment amounts set forth in this Contract shall remain in effect until June 30th, 2027. For subsequent contract years, both the Contractor and the School Districts shall enter into negotiations at least ninety (90) days prior to the end of the current school year to mutually agree to changes in price for the various services performed under the contract.
- F. The successful bidder shall purchase and provide all necessary motor fuels for the performance of the contract. There shall be NO negotiations or changes in the bid language for the entire first year of the contract (2024-25)

The Contractor agrees to maintain accurate and complete records relative to the mileage and use of gasoline and/or diesel fuel by each of its vehicles. These records and all other information requested by the District shall be made available prior to the awarding of any fuel adjustment.

Beginning after the first year of the contract, and continuing for the duration of said contract, a fuel adjustment may be made based on the following formula:

When there is an average monthly variation of five cents (\$0.05) per gallon or less, up or down, from the Base Price of Fuel (as stated in Bid Form A), as established at the time of the contract bid, there will be no adjustment. On the first day of any month of any increase of more than five cents (\$0.05) per gallon, additional payment for each one cent (\$0.01) per gallon will be made to the contractor for the number of gallons used for transportation. This will continue until gasoline prices come within the five cents (\$0.05) per gallon variation allowance. If the average monthly cost of gasoline decreases more than five cents (\$0.05) per gallon, a lesser payment of each one cent (\$0.01) per gallon will be made to the contractor for the number of gallons used for transportation. This will continue until gasoline prices come within the five cents (\$0.05) per gallon variation allowance. In both cases, any adjustment will be made on a monthly basis only. The Contractor represents that it is using its best effort to obtain the lowest fuel price, and must provide wholesale price verification from its gasoline supplier each month to substantiate the adjustment. The Contractor is responsible for submitting documentation substantiating price adjustments whether for the benefit of the Contractor or for the benefit of the District.

<https://gasprices.aaa.com/?state=IL>

The amount of adjustment will be calculated as follows:

Gallons Used Per Day: Total daily route mileage X miles per gallon of the vehicles

Gallons Used Per Month: Gallons used per day X number of days that students were transported

Fuel Adjustment: Gallons used per month X number of cents of variation in excess of \$0.05 from the Base Price of Fuel

The compensation for contract extensions for the services contained herein, with the exception of fuel adjustments as herein described, may be adjusted each year up or down at most based on the prior year's annual CPI-U-All Urban Consumers as published each December by the U.S. Department of Labor, Bureau of Labor Statistics.

G. Invoices for Regular routes and Charter routes shall include a detailed listing of routes, mileage and rates.

- a. General Education Routes (K-8)
- b. Special Education Routes (K-8)
- c. PreK Special Education Routes
- d. Sports Routes
- e. After School Activity Routes
- f. Field Trip Routes

- g. Summer Exploration Routes
- h. Early Arrival Routes (Band/Orchestra)
- i. Any additional requested routes

Section 6 - Required Bid Documents

The following documents are required in order for a bid to be considered complete:

- General Education Student Transportation Bid Submission Forms (Appendices A)
- Bid Bond, Certified Check or Bank Draft
- Audited Financial Statements
- Five References from public school districts and List of Contracts Terminated or Not Renewed in the Last Three Years
- Certificates and reference sheet listed on the following Required Signature Pages
- Addendum Acknowledgement Form

References

Please provide reference information for five (5) public school districts

	Reference #1
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

	Reference #2
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

	Reference #3
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

Reference #4	
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

Reference #5	
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

Certificate of Eligibility to Contract

I, _____ (pursuant to Section 5/10-20.21 (b) of the School Code) hereby certify that neither I, nor any of my partners, or officers or owners of _____ (name of entity):

1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33 E-1 et seq. as amended;
2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of

_____ (name of entity), and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 et seq. In certifying to the above, I hereby acknowledge that the Board of Education may declare any contract awarded pursuant to this bid void if this certification is false.

By: _____

Authorized Agent of Bidder

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

Notary Public

Certificate Regarding Sexual Harassment Policy

(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 a 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 compliant process
including penalty;
(v) the legal recourse, investigate 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 as provided. Bidder further certifies that it will
comply with the Illinois Human Rights Act implementing regulations required for all public
contractors and included herein as Attachment to Form C.

By: _____

Authorized Agent of Bidder

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

Notary Public

Certificate Regarding Compliance with the Illinois Human Rights Act

Contractor shall be required to comply with the following provisions only if and to the extent they are applicable under the law. The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq ., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et seq ., and rules and regulations promulgated thereunder. The following provisions are included in this contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20). As required by Illinois law, in the event of the Lessor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age,

citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Lessor's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may, from time to time, be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

By: _____
Authorized Agent of Bidder

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

Notary Public

Certificate Regarding Ban on Tobacco

(Contractor), pursuant to the School Code, hereby certifies that (his, her, its) employees and any subcontractors will abide by the ban on smoking in all school buildings and on all school grounds; and during the performance of any services under any contract awarded pursuant to this Bid 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, and during the performance of any services under any contract awarded pursuant to this Bid.

By: _____

Authorized Agent of Bidder

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

Notary Public

Certificate of Compliance with Illinois Drug-Free Workplace Act

(Contractor, having 25 or more employees), does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act , as amended (30 ILCS 580/3) that (he, she, it) 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 , as amended (30 ILCS 580/1 et seq.), and further certifies that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act , as amended (30 ILCS 580/1 et seq.).

By: _____

Authorized Agent of Bidder

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

Notary Public

Addendum Acknowledgement Form

(Contractor), does hereby acknowledge and
certify the receipt of the following addenda:

- Addendum No. _____ Dated _____

By: _____

Authorized Agent of Bidder

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

Notary Public

General and Special Education Student Transportation Services Contract Agreement

THIS AGREEMENT by and between, _____ having a principal place of business at _____, (hereinafter referred to as "Contractor") and the Board of Education of Skokie School District 69, Skokie, Cook County, Illinois (hereinafter referred to as the "Board"), is made as the latest execution date detailed below, and as follows:

1. Scope of Services

The Board retains Contractor to provide the transportation services and transportation equipment, as more fully described in the Invitation For Bids and Contract for Regular Education Transportation Services (which includes Instructions to Bidders, General Conditions and various bid forms and exhibits) for the 2024-2025, 2025-2026, and 2026-2027 school years. For the purposes of this Agreement, the Bid Documents shall constitute the aforementioned Invitation For Bids and Contract for Regular Education Transportation Services (which includes Instructions to Bidders, General Conditions and various bid forms and exhibits) and any related Bid Addenda, Contractor's Bid submissions, together with all of their referenced documents, all of which are incorporated herein by reference, and this Agreement.

2. Status as Independent Contractor

Contractor and the Board are contractors, independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Agreement.

3. Applicable Law and Venue

This Agreement shall be governed by the laws of the State of Illinois. The proper venue for any dispute regarding this Agreement is a court of law located in Cook County, Illinois. Contractor waives any right to claim that venue in a court of law located in Cook County, Illinois is an improper venue for any dispute regarding this Agreement.

4. Binding Effect of Agreement

This Agreement shall insure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind Contractor, its agents, representatives, successors and assigns.

5. Assignment

Contractor agrees not to assign or sell any rights to this Agreement to a third party or parties without the prior agreement of the Board. Such action without approval shall authorize the Board to immediately terminate this Agreement and make a demand on Contractor's Performance Bond.

6. Waiver

Any waiver by the Board as to any incidence of nonperformance or breach by Contractor shall serve only as a waiver as to that specific incidence and not to any future incidence of nonperformance.

7. Extension

The Board reserves the right to extend this Agreement for up to two additional years upon such terms and conditions which may be mutually agreed to by the Board and Contractor.

8. Complete Understanding

This Agreement and the documents referenced and incorporated herein set forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

9. Amendments

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

BOARD OF EDUCATION OF SKOKIE SCHOOL DISTRICT 69

By: _____

STEVE DEMBO

BOARD PRESIDENT

By: _____

Date: _____

FERNANDA PEREZ

BOARD SECRETARY

Contractor:

By: _____

Title: _____

Date: _____

Section 8

[Link School Year Draft Calendar 24-25](#)

Section 9- Appendices

The following appendices are provided as part of this bid:

- Appendix A
 - [Appendix A-1](#) - General Education Student Transportation Bid Submission Form
 - [Appendix A-2](#) - Special Education Student Transportation Bid Submission Form
 - [Appendix A-3](#) - Additional Routes Student Transportation Bid Submission Form
 - [Appendix A-4](#) - Charter/ Field Trip/ Athletic Runs
 - [Appendix A-5](#) - Driver Assistants
 - [Appendix A-6](#) - Base price of Fuel
- Appendix B
 - [Appendix B-1](#) - Alternate School Timings - Regular Routes
 - [Appendix B-2](#) - Alternate School Timings - Special Education Routes
 - [Appendix B-3](#) - Alternate General Education Student Transportation Bid Submission Form
 - [Appendix B-4](#) - Alternate Special Education Student Transportation Bid Submission Form

Appendix A-1
General Education Student Transportation Bid Submission Form

To/From Regular Routes : REFER TO TABLE 2.1 for TIMINGS

Note: For the purpose of this bid form, a route is defined as a one way trip to or from designated school. For example, a student riding the bus to and from school should be considered as two routes. After school activities do not meet 174 days per year.

	A	B	A*B= C	C*174/128
SCHOOL	CURRENT # of ROUTES	RATE PER ROUTE	EXTENDED DAILY COST	COST for 174 DAYS of SCHOOL/128 DAYS of CLUBS
Madison School AM/PM (Triple Route)	18 Routes (9 AM + 9 PM)			
Edison School AM/PM (Triple Route)	18 Routes (9 AM + 9 PM)			
Lincoln School AM/PM (Triple Route)	18 Routes (9 AM + 9 PM)			
Double Route Rate	upon request			
Single Route Rate	upon request			
Lincoln Overture Route (Single Route)	2 Routes (AM)			
Edison Activity Routes (Single Route)	2 Routes (PM)			
Lincoln Activity Routes (Single Route)	2 Routes (PM)			
	2024-2025 TOTAL for REGULAR ROUTES			

Appendix A-2
Special Education Student Transportation Bid Submission Form

To/From Special Education Routes -REFER TO TABLE 2.2 for TIMINGS

Parameters include both door-to-door and corner pickup. A District bus aide may be required to be picked up prior to the route to accompany SpEd students.

Note: For the purpose of this bid form, a route is defined as a one way trip to or from designated school. For example, a student riding the bus to and from school should be considered as two routes.

	A	B	A*B=C	C*174
SCHOOL	CURRENT # of ROUTES	RATE PER ROUTE	EXTENDED DAILY COST	COST for 174 DAYS of SCHOOL
Special Education AM/PM Routes PreK - 8 (single route, one way only)	10 Routes			
Special Education AM/PM Routes PreK - 8 (double route, one way only)	6 Routes			
Special Education AM/PM Routes PreK - 8 (triple route, one way only)	triple routes upon request based on riders assigned			
Special Education Midday Routes PreK AM dismissal/PM arrival (single route, one way only)	6 Routes			
	2024-2025 TOTAL for SPECIAL EDUCATION ROUTES			

Appendix A-3
Additional Routes Student Transportation Bid Submission Form

REFER TO TABLE 2.3 for TIMINGS

*Summer based on 2023 data, registration in progress

*Alternate late activity routes tentative for 2024-25 school year

	A	B	A*B=C	C*25/128
SCHOOL	CURRENT # of ROUTES	RATE PER ROUTE	EXTENDED DAILY COST	COST for 5 weeks summer, 128 DAYS of Clubs
School- Summer Programming AM/PM Routes	16 Routes (8 AM + 8 PM)			
School- Summer Programming Mid-Day Routes	upon request			
School Year Additional Extra Late Activity Routes (double route with existing late routes)	3 Routes PM			
	2024-2025 TOTAL for ALTERNATE ROUTES			

Appendix A-4

Charter/ Field Trip/ Athletic Runs for 2024-2025

Cost per mile	
Hourly Rate	
Minimum Cost	

Appendix A-5

Driver Assistants for 2024-2025

Per One way Run AM/PM	
Per One way Run Mid-Day (PreK routes)	
Per Hour Charter/Field Trip	

Appendix A-6

The bid price is based on the referred as **Base price of Fuel**

Gasoline per gallon	
Diesel per gallon	

Appendices B

Alternate bids with **new Proposed Start and End School Times** which would require a single route for Edison and a double route for Madison/Lincoln. The only difference between these alternates and the previous bids is that the times in the following table need to be used for

Appendix B-1

To/From Regular Routes Parameters

School	School Start Time	Drop-Off at School Time Range	School Dismissal Time	Student Drop Off Time Range	Students with bus service	Current #of routes
Madison School	8:05am	7:40am-7:50am	2:55pm	3:00pm-3:20pm	274	9/AM 9/PM
Edison School	8:20am	7:50am-8:00am	3:10pm	3:15pm-3:35pm	370	9/AM 9/PM
Lincoln Jr. High School	8:30am	8:00am-8:10am	3:20pm	3:30pm-3:50pm	313	9/AM 9/PM
Lincoln Jr. High School Overture Routes	7:40am	7:20am-7:35am			55	2/AM
Lincoln Jr. High School Activity Routes			4:20pm	4:25pm - 5:05pm	varies daily	2/PM
Edison Elementary School Activity Routes Monday - Thursday			4:05pm	4:10pm - 4:40pm	varies daily	2/PM

Appendix B-2

To/From Special Education Routes Parameters includes both door-to-door and corner pickup. A District bus aide may be required to be picked up prior to the route to accompany SpEd students.

School	School Start Time	Drop-Off Time Range	School Dismissal Time	Student Drop Off Time Range	Students with bus service	Current #of routes
Madison Elementary School K-2	8:05am	7:40am-7:50am	2:55pm	3:00pm-3:20pm	20	3/AM 3/PM
Edison Elementary School 3rd - 5th grade	8:20am	7:50am-8:00am	3:10pm	3:15pm-3:35pm	9	1/AM 1/PM
Lincoln Jr. High School 6th - 8th grade	8:30am	8:00am-8:10am	3:20pm	3:30pm-3:50pm	10	1/AM 1/PM
Madison Elementary School PreK AM	8:40am	8:30am - 8:40am	11:05am	11:10am - 11:50am	9	1 arrival 1 dismissal
Madison Elementary School PreK PM	12:40pm	12:30pm - 12:40pm	3:05pm	3:10pm - 3:50pm	10	1 arrival 1 dismissal
Edison Elementary School PreK AM	8:40am	8:30am - 8:40am	11:05am	11:10am - 11:50am	4	1 arrival 1 dismissal
Edison Elementary School PreK PM	12:40pm	12:30pm - 12:40pm	3:05pm	3:10pm - 3:50pm	11	1 arrival 1 dismissal
Lincoln Jr. High School PreK AM	8:40am	8:30am - 8:40am	11:05am	11:10am - 11:50am	4	1 arrival 1 dismissal
Lincoln Jr. High School PreK PM	12:40pm	12:30pm - 12:40pm	3:05pm	3:10pm - 3:50pm	8	1 arrival 1 dismissal

Appendix B-3
Alternate General Education Student Transportation Bid Submission Form

To/From Regular Routes : REFER TO APPENDIX B-1 for TIMINGS

Note: For the purpose of this bid form, a route is defined as a one way trip to or from designated school. For example, a student riding the bus to and from school should be considered as two routes. After school activities do not meet 174 days per year.

	A	B	A*B= C	C*174/128
SCHOOL	CURRENT # of ROUTES	RATE PER ROUTE	EXTENDED DAILY COST	COST for 174 DAYS of SCHOOL/128 DAYS of CLUBS
Madison School AM/PM (Double Route with Lincoln)	18 Routes (9 AM + 9 PM)			
Edison School AM/PM (Single Route)	18 Routes (9 AM + 9 PM)			
Lincoln School AM/PM (Double Route with Madison)	18 Routes (9 AM + 9 PM)			
Lincoln Overture Route (Single Route)	2 Routes (AM)			
Edison Activity Routes (Single Route)	2 Routes (PM)			
Lincoln Activity Routes (Single Route)	2 Routes (PM)			
	2024-2025 TOTAL for ALTERNATE REGULAR ROUTES			

Appendix B-4
Alternate Special Education Student Transportation Bid Submission Form

To/From Special Education Routes -REFER TO APPENDIX B-2 for TIMINGS

Parameters include both door-to-door and corner pickup. A District bus aide may be required to be picked up prior to the route to accompany SpEd students.

Note: For the purpose of this bid form, a route is defined as a one way trip to or from designated school. For example, a student riding the bus to and from school should be considered as two routes.

	A	B	A*B= C	C*174
SCHOOL	CURRENT # of ROUTES	RATE PER ROUTE	EXTENDED DAILY COST	COST for 174 DAYS of SCHOOL
Special Education AM/PM Routes PreK - 8 (single route, one way only)	10 Routes			
Special Education AM/PM Routes PreK - 8 (double route, one way only)	6 Routes			
Special Education Midday Routes PreK AM dismissal/PM arrival (single route, one way only)	6 Routes			
	2024-2025 TOTAL for ALTERNATE SPECIAL EDUCATION ROUTES			