

REQUEST FOR BIDS FOR

SPECIAL EDUCATION AND HOMELESS STUDENTS'

TRANSPORTATION SERVICES FOR

THE SPECIAL EDUCATION DISTRICT OF LAKE COUNTY

LAKE COUNTY, ILLINOIS

**REQUEST FOR BIDS FOR
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THE SPECIAL EDUCATION DISTRICT OF LAKE COUNTY LAKE
COUNTY, ILLINOIS**

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**I. ADVERTISEMENT FOR BIDS
THE SPECIAL EDUCATION DISTRICT OF LAKE COUNTY
LAKE COUNTY, ILLINOIS FOR
SPECIAL EDUCATION AND HOMELESS STUDENTS'
TRANSPORTATION SERVICES**

The Special Education District of Lake County, Lake County, Illinois (“SEDOL”), will receive bids for special education and homeless students’ transportation services. An award, if made, will be in accordance with the Award of Bid section of the Request for Bids. Once a successful bidder is identified, SEDOL intends to award a single contract to the successful contractor for the bid price. All bids must be submitted no later than 10:00 a.m. on December 19, 2023, at which time they will be opened and read aloud at 18160 W Gages Lake Rd, Gages Lake, Illinois 60030.

Sealed Bids are to be submitted at and addressed to:

Suzana Peterson
Chief School Business Officer
The Special Education District of Lake County
18160 W Gages Lake Rd
Gages Lake, Illinois 60030

Questions regarding this bid should be submitted in writing by sending an email to Ms. Suzana Peterson, Assistant Superintendent of Finance, CSBO at speterson1@sedol.us no later than 10:00 a.m. on December 13, 2023. Answers to submitted questions will be posted on SEDOL’s website no later than 4:00 on December 13, 2023.

Bids must be submitted in a sealed opaque envelope marked, “Sealed Bid for Special Education and Homeless Students’ Transportation Services for the Special Education District of Lake County”, and delivered to 18160 W Gages Lake Rd, Gages Lake, Illinois 60030 on or before 10:00 a.m. on December 19, 2023.

SEDOL reserves the right to reject any or all bids received whenever such rejection is in the interest of SEDOL and it reserves the right to waive any irregularities. SEDOL also reserves the right to reject the bid of a bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the contract.

To the extent applicable, the successful bidder shall comply with the provisions of the Illinois Prevailing Wage Act, specifically including the payment of the applicable prevailing wages to all laborers, workers, and mechanics performing work under the contract.

II. GENERAL CONDITIONS

1. **Bidding Documents**. Bidding documents may be obtained from:

18160 W Gages Lake Rd, Gages Lake, Illinois 60030, or from SEDOL's website at <https://www.sedol.us/>.

The Bidding Documents consist of the following:

- a. Advertisement for Bids
- b. General Conditions
- c. Qualifications for Bidders
- d. Bid Specifications
- e. Personnel Requirements
- f. Safety and Discipline
- g. Service Requirements and Conditions
- h. Routes and Schedules
- i. Award of Bid
- j. Incentives for Services Provided
- k. Bid Form & Bid Calculation Sheet
- l. Exhibits A-L

2. **Submission and Required Submittals**. Each bidder ("Bidder" or the "Contractor") must submit its bid on the forms provided with these specifications. Bids shall be in a sealed opaque envelope properly marked with the title of the bid "Sealed Bid for Special Education and Homeless Students' Transportation Services for the Special Education District of Lake County", and delivered to 18160 W Gages Lake Rd, Gages Lake, Illinois 60030 on or before 10:00 a.m. on Tuesday, December 19, 2023. Bids must contain the following:

- a. Signed bid documents, exhibits, and certificates;
- b. Written evidence that (i) the Bidder has a minimum of two (2) years of experience operating vehicles and transporting special education and homeless public school children enrolled in grades pre-K through 8 and (ii) its transportation manager has a minimum of two (2) years of experience in special education and homeless student transportation management in the State of Illinois;

- c. Written evidence that the Bidder has sufficient vehicles equipped for the convenience, safety and comfort of transporting special education students, specifically including, but not limited to, wheelchair bound students and students in need of harnesses or other safety restraints;
- d. Written evidence that the Bidder has employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet SEDOL's requirements;
- e. Written evidence establishing the financial stability of the Bidder, which shall include the most current audits and management letters as well as a letter from a bank or banks stating the financial condition of the Bidder;
- f. The safety record of the Bidder, including a report describing the Bidder's safety program and safety experience;
- g. Three (3) positive references from Illinois school districts or special education cooperatives where you provide special education and homeless student transportation services;
- h. A summary list of all pending litigation including bankruptcy proceedings, decrees, and judgments entered for or against the Bidder over the last five (5) years (SEDOL reserves the right to request additional information);
- i. A list of the proposed vehicle to provide the services requested in this bid detailing any special features such as hydraulic lifts and or safety harnesses or restraints, along with the age of vehicles to be utilized for the transportation services;
- j. Ability to provide video cameras on buses;
- k. Insurance certificates in accordance with the requirements provided herein;
- l. Location of a facility from which the Bidder will operate;
- m. Statement of ownership acknowledging that Bidder owns or leases all of its buses;
- n. Identification of safety features on the buses that will serve SEDOL, such as First Light Safety LED stop arm signs with strobe or flash, First Light Illuminated Destinations signs, or equivalent products;
- o. Description of Bus Maintenance Program;
- p. Additional Driver Policy and Procedures;
- q. A written summary that details the Bidder's route scheduling competencies and proficiencies of the Bidder as well as a timeline of how the Bidder expects to be ready for the first day of school;

- r. Evidence of ability to provide parent notification software; and
- s. Other items listed under Qualifications for Bidders.

3. **Questions Regarding Bid.** Questions regarding this bid should be submitted in writing by sending an email to Ms. Suzana Peterson, Assistant Superintendent of Finance, CSBO at speterson1@sedol.us no later than 10:00 a.m. on December 13, 2023. Answers to submitted questions will be posted on SEDOL's website no later than 4:00 on December 13, 2023.

4. **Signing Bids.** Persons legally qualified to sign such documents must sign all bids. If they are signed by any person other than the President of the Contractor, or by an agent, or by an attorney-in-fact, the authority of the person who signs the proposal is required. Bids, which are signed for a partnership, shall be signed by one of the partners, or by an attorney-in-fact.

5. **Late Bids.** No bid received after the date and time specified will be considered. The Bidder assumes the risk of delay in the handling or delivery of mail.

6. **Preparation of Bids.** All bids shall be completed with each space properly completed. No claim for relief because of errors or omissions in the bidding will be considered, and Bidders will be held strictly to the bids as submitted. All Bidders will be bound by any and all math calculations, misquotes, or mistakes of any kind and to all terms contained in these bid specifications. Bids shall be without interlineations, or erasures. No oral, telephonic, facsimile or electronic bid or revision to a bid will be considered. Should the Bidder find any discrepancies in or omissions from any of the Bidding Documents, or be in doubt as to their meanings, the Bidder shall advise SEDOL representative listed in Paragraph 4 above who will issue the necessary clarification to all prospective Bidders by means of a written addenda. Oral explanations will not be binding. All bids submitted shall be valid for a minimum period of one hundred twenty (120) days after the bid opening.

7. **No Modifications.** Bidders must submit bids in strict accordance with the specification requirements. **BIDDERS MAY NOT SUBMIT CONDITIONAL BIDS OR MODIFICATIONS TO THE BID DOCUMENTS WITH THEIR BIDS. BIDS THAT ARE SUBMITTED WHICH DO NOT STRICTLY COMPLY WITH THE TERMS AND CONDITIONS OF THE BID DOCUMENTS SHALL BE CONSIDERED NON-RESPONSIVE BIDS AND REJECTED. ANY REVISIONS TO THE BID DOCUMENTS MUST BE SUBMITTED TO SEDOL IN ACCORDANCE WITH PARAGRAPH 4 OF THIS SECTION FOR SEDOL'S CONSIDERATION. MODIFICATIONS TO THE BID DOCUMENTS, IF ANY, SHALL BE DONE VIA AN ADDENDUM ISSUED BY SEDOL. BIDDERS ARE NOT TO SUBMIT MODIFICATIONS TO THE BID DOCUMENTS WITH THEIR BID.** Once the bids are opened, they may not be modified in any way without the written approval of SEDOL.

8. **Bidder Fully Informed.** The submission of a bid by a Bidder will be construed as an indication that the Bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in strict accordance with the specifications.

9. **No Gratuity to SEDOL Employees.** No employee of SEDOL is to be extended any form of gratuity in connection with the Contract.

10. **SEDOL Ability to Investigate.** SEDOL will make such investigation as necessary to determine the ability of the Bidder to fulfill bid requirements. Representatives from SEDOL reserve the right to inspect the company's facilities and other transportation operations under its management prior to any award of the Contract.

11. **Transfer or Assignment of Contract Funds.** The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the prior written approval of SEDOL, which it may withhold in its sole discretion. The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due the Contractor, shall cause the annulment of said transfer or assignment.

12. **Independent Contractor.** The Contract is for furnishing special education and homeless student transportation services. In performing the Contract, the Contractor is an independent contractor and is not an officer, member, agent or employee of SEDOL.

13. **Compliance with Laws.** The Contract shall be governed and construed in accordance with the laws of the State of Illinois notwithstanding its choice of law provisions. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Contractor shall comply with all applicable laws, regulations, rules and policies promulgated by the Federal, State, County, Municipal and/or other governmental unit or regulatory body, including SEDOL, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product and Safety Act, the Illinois *School Code* and the Illinois *Motor Vehicle Code*. Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor.

All vehicles and personnel must be in compliance with all Federal, State, County, Municipal and or other governmental laws, rules, regulations, and statutes applicable to the performance of special education and homeless student transportation services, including, but not limited to, the Illinois *School Code* and the Illinois *Vehicle Code*, and all policies, rules and regulations of SEDOL, the State Board of Education, the Illinois

Department of Transportation and, the State of Illinois Standards for School Buses, the Lake County Regional Superintendent's office and the local municipalities in which the buses will be operated.

Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices including the Illinois *Human Rights Act*. The Contractor shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. The Contractor further agrees that this Paragraph 14 will be incorporated by the Contractor in all contracts entered into with suppliers of materials and services, subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

Further, by submitting a bid, the Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A (4) of the Illinois *Human Rights Act*, 775 ILCS 5/2-105A (4), and, in case the Contractor has twenty-five (25) or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois *Drug-Free Workplace Act*, 30 ILCS 580/3.

As an independent contractor, records in the possession of the Contractor related to the Contract may be subject to the Illinois *Freedom of Information Act* ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide SEDOL with any such records requested by SEDOL to timely respond to any FOIA request received by SEDOL. SEDOL will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Contractor refuses to provide a record that is the subject of a FOIA request to SEDOL and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes SEDOL in any way, the Contractor shall reimburse SEDOL for all costs, including attorneys' fees, incurred by SEDOL related to the FOIA request and records at issue.

Contractor shall comply with all laws and rules pertaining to student records and student confidentiality, including the Illinois *School Student Records Act* and the Federal *Family Educational Rights and Privacy Act*. All personally identifiable information and data relating to SEDOL's students shall at all times be treated as confidential by Contractor and will not be copied, used or disclosed by Contractor for any purpose. Contractor shall, as soon as possible, make SEDOL aware of any data breaches and assist SEDOL with necessary notifications and reimburse SEDOL for any costs incurred by SEDOL. Upon the expiration or termination of this Agreement, Contractor agrees to promptly return to SEDOL any and all school student records and personally identifiable information in Contractor's possession.

By submitting a bid, the Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code of 2012. The Contractor agrees that if this certification is false, the Contractor may declare the Contract void. Contractor further acknowledges that any breach of the foregoing provisions shall constitute a breach of the Contract. Failure of the Contractor to be in compliance with this Paragraph shall be cause for SEDOL to terminate the Contract.

14. **Record Keeping.** The Contractor shall keep complete and accurate records of the mileage for which the Contractor charges SEDOL and of the reports which the Contractor prepares for SEDOL pursuant to the Contract. The Contractor shall maintain such records as SEDOL may need to verify mileage, including records indicating the number of runs for vehicles used for purposes other than the Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. The Contractor shall provide access to such records upon a request by SEDOL. In addition, the Contractor shall provide monthly to SEDOL detailed invoices.

SEDOL shall have the right to audit the mileage records and examine the reporting records. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days after notice of the excess to the Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, the Contractor shall pay to SEDOL all reasonable costs connected with the audit; including, but not limited to, wages of its staff and accountants' fees and attorneys' fees. The Contractor shall fully cooperate with all personnel authorized by SEDOL to conduct any audit.

The Contractor shall retain such records for a period of three (3) years plus the current year, from the date of receipt of final payment under the Contract, for inspection and audit by representatives of SEDOL. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period and as long as required for the resolution of the issues raised by the audit.

15. **Payments.** Payments are approved by SEDOL each month provided that the service has been properly provided and accepted. SEDOL shall only be responsible for payment to the Contractor for those routes which are actually operated notwithstanding any laws to the contrary, and Contractor waives any rights to make claims for services not actually provided including, but not limited to, those rights provided in 10-20.56 of the Illinois *School Code* (105 ILCS 5/10-20.56).

In accordance with Board approval, monthly invoices will be paid based on the actual services provided for the prior month and in accordance with the Illinois *Local Government Prompt Payment Act*. Format of the detailed billing statement must be agreed to by SEDOL.

Contractor shall use the fee structure described herein based upon the daily fees for the routes for buses, buses with lifts and other vehicles. Other vehicles may include suburbans, MPV's, and minivans. Individual daily billing rates are to be developed for buses, buses with lifts and other vehicles for the following categories:

AM Routes Regular and Summer (One Way)

Single Route Per AM period of time

Double Routes Per AM period of time

Triple Routes Per AM period of time

PM Routes Regular and Summer (One Way)

Single Route Per PM period of time

Double Routes Per PM period of time

Triple Routes Per PM period of time

Mid-Day Routes (Usage in conjunction with AM and PM routes)

Single Route Per Mid-Day period of time

Double Routes Per Mid-Day period of time Triple Routes Per Mid-Day period of time

Routes may be shared with other school districts who are required to transport students to the same or nearby program(s). Once shared daily route rates are developed, the route rate will be divided equally among students being transported on each route. The Contractor will invoice each school district for each student on each route, each day, at the end of the month. All routes that transport students in wheelchairs require a monitor on the route. The purpose of the monitor is to assist the driver of the vehicle with onboarding and offboarding wheelchair bound students safely and to monitor the needs of such students during travel. The hourly cost of the bus monitor is to be invoiced in addition to the billing rate for the cost of the route. The cost of the monitor will be evenly split among all students requiring a monitor on a shared route. Billing for bus monitors will be billed at hourly rate, in fifteen-minute increments. The Contractor will make every effort to minimize the time a monitor spends on a vehicle to minimize the related cost thereof. Billing for the monitor is limited to the time when the route begins at the terminal to the time the monitor is returned to the terminal. If the monitor is on a vehicle before or after a route which requires a monitor, then SEDOL will not be invoiced for the portion of the monitor's time when a monitor is not required for any students on the route. This situation could occur if a vehicle is running multiple morning or afternoon routes but only one of the routes has students where a monitor is required.

If SEDOL places an aide (including a medical assistant) on a route with a vehicle that requires a monitor, then the Contractor is not required to place an additional monitor on the vehicle and will therefore not be allowed to invoice for a monitor in this circumstance. Notwithstanding the foregoing, in the event of a student in a wheelchair or requiring a lift, the Contractor shall be responsible for providing the aide to operate the lift and secure the wheelchair regardless of SEDOL providing an aide for the individual student.

If a student with special needs is also eligible for McKinney-Vento benefits, the Contractor shall invoice the cost-share school for their share of the transportation costs.

With each invoice, the Contractor shall submit a report specifying vehicles used, the number of routes run by the vehicle in AM, PM and Mid-Day, and the students included on the routes that it operates each day. This report will be sent to SEDOL's Assistant Superintendent of Finance, CSBO.

All parking fees and tolls shall be reimbursed by SEDOL at cost.

16. **Tax Exemption.** SEDOL is exempt from Federal, State and Municipal taxes. The Contractor shall secure work permits (if any), fees and licenses necessary for the performance of the services. The Contractor shall not include taxes in its invoices, which SEDOL is not subject to; such as, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, and Service Use Tax.

17. **Insurance and Indemnification.**

a. **Insurance Coverage.**

The Contractor shall carry, pay for, and keep in force, with insurance companies licensed to do business in Illinois and rated "A" or better for financial strength rating by AM Best, the coverages provided below. Contractor shall name SEDOL, its individual Board members, employees and agents as additional insureds on a primary and noncontributory basis on all insurance required hereunder, with the sole exception being worker's compensation insurance. Contractual liability shall be provided under the commercial general liability policy to include the indemnification provisions under Paragraph 18.b of the General Conditions below. A certificate of insurance shall be provided to SEDOL evidencing the coverage below and must include a requirement of a thirty (30) day cancellation notice prior to commencing Services and annually thereafter. In such case of termination of insurance coverages, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the termination of the original policy. A waiver of subrogation must be included in favor of all additional insureds noted above. Also, an alternate employer endorsement naming SEDOL must be included on the Worker's Compensation insurance policy.

(i) Workers' Compensation

Coverage A: Statutory Limit

Coverage B: \$1,000,000

(ii) Commercial General Liability on an Occurrence Basis

\$2,000,000 General Aggregate

\$2,000,000	Products - Comp/Op Agg
\$1,000,000	Personal & Adv Injury for any one person injured in any one accident
\$5,000,000	Personal & Adv Injury for any two or more people injured by reason of the vehicle in any one accident
\$1,000,000	Each Occurrence
\$10,000	Medical Payments (any one person)
\$1,000,000	Sexual Misconduct

(iii) Automobile Liability

\$1,000,000	Limit of liability, including owned, non-owned & hired auto
\$10,000	Medical payments per person
\$1,000,000	Uninsured Motorists
\$1,000,000	Underinsured Motorists

(iv) Umbrella Liability on an Occurrence Basis

\$15,000,000	General Aggregate and Each Occurrence
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The umbrella liability insurance Must follow the form of all primary coverage.

b. **Indemnification.**

The Contractor shall indemnify, defend and hold harmless SEDOL and its individual Board members, employees, and agents, free from any claims, suits, actions, losses, liabilities or expenses (including, but not limited to attorneys' fees, court costs and expert witness fees) which may arise from, relate to or are connected with (i) any accident, injury or death to any person or persons, or damage to any personal property in the course of any performance under the Contract; (ii) any misconduct by the Contractor or its officers, employees or agents; or (iii) any breach of the Agreement by the Contractor.

The Contractor expressly understands and agrees that any insurance required in these Bid Documents, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend SEDOL and its individual Board members, employees, and agents, as herein provided.

The Contractor's obligations under this Paragraph 18 shall survive and continue following termination of the Contract with SEDOL.

Appointment of counsel under the Contractor's duty to defend shall be subject to SEDOL's approval.

18. **Contractor Fiscal Responsibility.** To ensure good service and ability to replace old vehicles, SEDOL may require evidence that the successful Contractor has the

financial resources to meet ongoing operational demands. This may include, but is not limited to, copies of recent audits or financial reports. After award of the Contract, SEDOL may inquire as to the financial stability of the Bidder and may request financial references. The Bidder shall provide such information within forty-eight (48) hours. The Bidder's financial stability will be a factor in determining the most qualified bidder.

20. Termination of Contract by Reason of Default.

- a. If the Contactor or its drivers or employees at any time fail to comply with the terms of the Contract or any portion thereof, or do not fully perform and strictly adhere to any of the terms of the Contract required to be performed, SEDOL may, at its discretion, terminate the Contract, or any portion hereof, as provided herein.
- b. In the event that SEDOL determines that the Contractor has failed to comply fully with, perform, or strictly adhere to the Contract, then SEDOL may, at its discretion, through its Superintendent, or his or her designee, send written notice to the Contractor declaring the Contractor in default.

In such notice, SEDOL shall state in what respect the Contractor has failed to comply with the terms of the Contract, and shall further state a date upon which the Contract will terminate, unless the Contractor, prior to such date, cures the defect to the satisfaction of SEDOL.

If prior to the date of termination stated in said notice, SEDOL notifies the Contractor that the defect has been cured, the Contract will not terminate on the date stated in the notice but will have been deemed to have remained in effect as of the date that such notice was given. In the event that SEDOL does not so notify the Contractor that the defect has been cured, the Contract will terminate without further action on the date of termination stated in the notice.

- c. The date of termination stated in the notice of default, as provided in "b" above, may not be sooner than fifteen (15) calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by the Contract or failure to comply with any and all applicable laws, including, but not limited to, the continuing maintenance of insurance coverage, maintenance of current drivers' licenses for each bus driver, and compliance with vehicle safety regulations, in which event the date of termination may be five (5) calendar days following the date of such notice.
- d. In the event SEDOL terminates the Contract in whole or in part as provided in this Paragraph, SEDOL may procure, upon such terms and in such a manner as SEDOL may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to SEDOL for any excess costs for such similar supplies for services; provided, that the Contractor shall continue the performance of the Contract to the extent not terminated.

21. **Termination of Contract without Cause.** SEDOL may at any time and after providing sixty (60) days written notice to the Contractor, terminate its Contract without cause. SEDOL shall pay Contractor for all services provided in accordance with the Contract through the date of termination and shall have no liability whatsoever thereafter to Contractor.

22. **Contractor Representations.** The Contractor has represented with the submission of its bid and hereby represents to SEDOL that the following facts and circumstances are true:

- a. The Contractor knows the scope of the Contract, has completely reviewed the general and specific conditions and requirements of these Bid Documents, and is aware of all applicable laws and their requirements.
- b. The Contractor has the necessary equipment and personnel (including backups) to adequately and properly perform the Contract in accordance with the Bid Documents and applicable laws.
- c. The Contractor acknowledges that SEDOL cannot determine in advance the exact number and location of students to be transported pursuant to the Contract since school enrollment and placements fluctuate from year to year.
- d. The Contractor has been a prime carrier of special education and homeless students for various school districts and a special education cooperatives of comparable size to SEDOL.
- e. The remaining representations set forth in the Contractor's resume submitted with the Contractor's Bids are incorporated herein as though set forth in full.
- f. The Contractor has provided letters from its banks attesting to the Contractor's financial condition.
- g. The Contractor represents and covenants that no official, employee or agent of SEDOL (i) has been employed or retained to solicit or aid in the procuring of the Contract; and (ii) will be employed or otherwise benefit from the Contract without the immediate divulgence of such fact to SEDOL.
- h. The Contractor certifies that all of its employees who have or will have contact with students will have successfully passed, pursuant to the Illinois *School Code*, a criminal background and investigation check prior to providing any services to SEDOL. No driver previously convicted of an offense of Driving While Under the Influence shall be assigned to the without prior SEDOL written approval.

23. **SEDOL Reliance.** In entering into a Contract with the Contractor, SEDOL has relied upon the Contractor's representations, resume and financial condition letter submitted with the bid. The Bidder represents it is an expert in the manner in which the work under the Contract is to be performed and shall perform all work in accordance with the standards required by such expertise.

24. **Miscellaneous.**

- a. The successful Bidder shall enter into a contract with SEDOL, which contract shall be in the form of the agreement included with these Bid Documents as Exhibit K, which contract will incorporate the terms of these bid specifications and conditions. **BIDDERS SHALL NOT SUBMIT BIDS WITH ANY REVISIONS TO THE CONTRACT OR THE BID DOCUMENTS. BIDS SUBMITTED WITH CONDITIONS OR MODIFICATIONS SHALL BE REJECTED AS NON-CONFORMING.**
- b. Payments on any invoice shall not prevent SEDOL from making claim for adjustment on any item found not to have been in accordance with the provisions of the Contract.
- c. The validity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

III. QUALIFICATIONS FOR BIDDERS

Bidders must have a minimum of two (2) years' experience providing special education and homeless student transportation services in grades pre-K through 8. The transportation manager of the Contractor must have a minimum of two (2) years' experience in special education and homeless student transportation management in Illinois.

Each Bidder should furnish, as part of its bid, a complete description of its experiences in the field of special education and homeless student transportation services. In addition, the following should be included, at a minimum:

1. Name and address of the operating company;
2. Name of supervisory management that will be directly responsible for SEDOL's special education and homeless transportation services;
3. Address, phone number and specific responsibility for supervisory management. Include detailed resumes, with experience, educational background, and references for each;
4. Duration and extent of experience in the operation of special education and homeless transportation services;
5. A list of similar operations and locations where the Bidder is operating in other school districts or special education cooperatives (give length of time, name, address and telephone number of contact person for each operation);
6. A list of all contracts lost in the last five (5) years, along with an explanation of why the contract was lost;
7. A list of names of all the owners of the company or principals of the corporation if privately held, if publicly traded, please note such;
8. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract. Staff should include a dispatcher, a liaison and a backup for each of those positions that are dedicated to SEDOL. These employees shall be issued cellular telephones with text messaging capabilities and their contact information shall be provided to SEDOL before the first day of services performed under this Contract; and
9. A certificate of insurance evidencing compliance with the insurance policies and coverages set forth in II.18.a.

IV. BID SPECIFICATIONS

1. **Number of Attendance Days.** SEDOL projects 200 attendance days unless there is an emergency closing of schools due to weather, absence of utilities, etc. SEDOL reserves the right to increase or decrease attendance days as may be required by law or as the Board deems necessary.

2. **Term.** The term of the Contract will be for three (3) years, beginning on July 1, 2024, and ending on June 30, 2027. SEDOL and the Contractor will establish a transition schedule by April 1, 2024. SEDOL reserves the right to extend the Contract for a maximum term, inclusive of the initial three (3) year term, of up to ten (10) years on the same terms and conditions as is set forth herein; provided that, unless SEDOL agrees in writing to a higher increase, the base rates for the 2024-2025 and the 2026-2027 school years shall not exceed the lesser of an amount equal to (a) a 5% increase from the rates of the previous school year, or (b) the year to year percentage change for the Chicago-Naperville-Elgin area as measured by the Consumer Price Index for All Urban Consumers (CPI-U) that occurred in the second preceding calendar year before the contract year being negotiated. (i.e. CY 2024 CPI-U for the 2026-2027 contract period and CY 2025 CPI-U for the 2027-2028 contract period).

3. **Vehicles/Buses.**

- a. **Furnishing of Equipment and Personnel.** The Contractor shall furnish equipment and personnel sufficient to fulfill special education and homeless student transportation requirements of SEDOL as may be designated under the Contract by SEDOL. The Contractor shall maintain a sufficient number of harnesses and car seats and similar devices to ensure the safe transportation of students. All vehicles provided by the Contractor must provide easy access on and off the vehicle for students with disabilities.
- b. **Number, Type and Size of Vehicles.** The Contractor will provide the required number, type and size of vehicles to fulfill its obligations under the Contract. In addition, the Contractor shall have available buses on hand to meet SEDOL's charter requirements. Contractor acknowledges that it is possible that students in wheelchairs or students that need to utilize seat belts and or safety restraints will need transportation services. Contractor shall maintain a sufficient number of vehicles with hydraulic lifts, seatbelts and safety restraints to transport students in wheelchairs and students that must be secured. Buses with hydraulic lifts must be provided at a ratio not to exceed five (5) students to one (1) vehicle.
- c. **Condition of Vehicles.** All vehicles operated by the Contractor shall be kept clean and free from all mechanical, operational and structural defects, and under no circumstance shall a vehicle with a reported mechanical or operational defect be used with children aboard. Further, all vehicles used to transport students shall have air conditioning.

- d. **Aides.** The Contractor shall have aides/monitors available for accompanying routes where a student with a wheelchair is being transported or when otherwise needed to ensure the safe transportation of students. Wheelchair bound students may only be transported with an aide or monitor on the vehicle. The Contractor shall coordinate with SEDOL before assigning an aide or monitor to a route to avoid double staffing and ensure students in need of an aide or monitor are provided one. SEDOL reserves the right to utilize its own aides and monitors on any route, as determined by SEDOL. If SEDOL places an aide or monitor on a route, the Contractor is not required to place an aide or monitor on that route, except in those cases where the vehicle's hydraulic lift will be utilized, then the Contractor shall provide an aide or monitor to operate the lift and ensure the wheelchair is properly secured, and in those cases where a harness or similar device is required to ensure the harness or like device is properly secured.

The Contractor shall submit with the bid a description of the equipment proposed for use in fulfilling this Contract, specifically confirming the Contractor's ability to provide harnesses, car seats, seat belts and hydraulic lifts (including any equipment to be purchased). This description should include the type of equipment, number of vehicles, year, make, capacity, current odometer readings and modifications. Wheelchair vehicles with hydraulic lifts that permit students to enter and exit the vehicles in wheelchairs must be included for physically handicapped students. It is further understood that all equipment used during the term of this Contract shall comply with all local, State, and Federal statutes, school bus specifications and safety legislation governing school bus transportation. The Contractor shall ensure that any vehicle used in the completion of the Contract is in compliance with all governmental regulations concerning inspections. The Contractor shall bear the cost of inspections. No vehicle may be used in the transportation of students without first having completed these required inspections. Students may require a special harness for physical support. The Contractor shall maintain reasonable inventory of each size of harness so that it is able to supply such device when requested by SEDOL on the date of providing transportation services. If transportation regulations require car seats for students under specified ages and weights, then the Contractor shall maintain a reasonable inventory of approved car seats so that they are able to be provided on the day of transportation. Car seats may also be required for student support. The Contractor will allow for the use of parent/SEDOL provided car seat whenever feasible and when in compliance with local, State, and Federal regulations.

All school buses will be clearly labeled with the name of the company in accordance with Department of Transportation standards.

Contractor agrees that all vehicles will be not more than one hundred twenty (120) months old at the beginning of every contract year, and that at no time during this Contract will the average age of the vehicles used for SEDOL exceed eighty-four (84) months.

The Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns or as required for

special uses. To satisfy this requirement, at least one (1) vehicle shall be designated for standby use for every eight (8), or fraction thereof, regular vehicles, which shall include standby buses with hydraulic lifts. The standby vehicles shall include buses, vans, and any other special use equipment. Standby vehicles shall meet the same standards as regular route vehicles, including the age of vehicle specifications, unless otherwise agreed to in writing by SEDOL. Notwithstanding the above, the Contractor shall have at least one (1) standby vehicle available for use at all times.

In addition, SEDOL also requires that the following specifications are met:

- (i) All front and rear tires must have tread of at least 5/32 and no recaps are allowed.
- (ii) The water, oil, tire pressure, tire conditions, and lights will be checked at least weekly by a transportation garage employee and a log will be kept.
- (iii) The brake adjustments and fluid, as well as the clutch adjustments, will be checked at least weekly by a transportation garage employee and a log will be kept.
- (iv) Each vehicle shall be cleaned and left in broom swept condition each day.
- (v) SEDOL may require the Contractor to disinfect vehicle interiors to decrease the potential of infectious diseases, at no additional cost to SEDOL.
- (vi) Each vehicle exterior shall be washed at least once a week, weather permitting.

All costs of equipment repair, maintenance and operation shall be the sole financial responsibility of the Contractor.

SEDOL will not be responsible for financing, holding title to, or licensing any vehicles.

e. **Inspection.**

- (i) The Contractor shall ensure that all vehicles used in the completion of the Contract comply with all regulations concerning inspections. Per Illinois law, the Contractor shall have each vehicle inspected every six (6) months or 10,000 miles, whichever comes first, at a State Certified Inspection Station, or at such other times as required by law. The cost of said inspections shall be paid by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required, upon request, that a copy of the inspection, as provided by the firm approved by the State of Illinois, will be provided to SEDOL certifying that the vehicle is safe for use. Buses not

passing inspections shall not be used until conditions have been corrected. Safety stickers must be displayed at all times.

- (ii) SEDOL 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 SEDOL so desires. No vehicle may be used in the transportation of students without first having completed these required inspections.
- (iii) Each driver shall complete a Daily Pre-trip Inspection Sheet as required by Illinois law and/or regulations and/or SEDOL and maintain such records for the review of SEDOL at least every six (6) months or as more frequently required by Illinois law and/or regulations.

f. **Equipment.**

- (i) All vehicles shall be equipped with a two-way radio communication system, operative at all times with a full-time base station. The Contractor will operate and maintain the two-way communication so that clear channels are always available in case emergency communication is required. The two-way radio must be turned on and adjusted in a manner that would alert the school bus driver of an incoming communication request. The Contractor shall provide SEDOL's Assistant Superintendent of Finance with the means to monitor two-way communications between buses operating SEDOL's routes and dispatch. The driver shall test the two-way radio daily and ensure that it is functioning properly before operating the bus.
- (ii) All vehicles must be equipped with video cameras and the software to review footage. The Contractor shall be responsible for training staff on the proper usage of the equipment. SEDOL shall have access to the video footage upon demand.
- (iii) All vehicles must be GPS equipped and enabled. In addition, the Contractor shall provide a mobile device application (app) to allow for SEDOL personnel and parents to track the location of the vehicle route at all times including the option for parental notification when the vehicle nears their assigned stop.
- (iv) Contractor must have bus routing and scheduling software to propose routing solutions and share route and scheduling data electronically.
- (v) If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present SEDOL 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 thirty (30) days prior to the first date that pupil transportation services are to be provided.

- (vi) Upon the request of SEDOL, the Contractor agrees to demonstrate its equipment to SEDOL. Maintenance records on all vehicles shall be available at SEDOL's request.
- (vii) Contractor agrees that all vandalism damages to Contractor's equipment shall be the responsibility of Contractor. SEDOL shall endeavor to assist Contractor with resolution of vandalism problems when student behavior is in question. SEDOL's responsibility shall extend only to facilitation of parent communication and student discipline.

g. **Required Information Related to Buses.**

No later than **July 1, 2023**, and by July 1 of each year thereafter during the term of the Contract, the Contractor shall provide SEDOL with the following information on all vehicles to be used in the transportation of students:

- (i) Make, model, year and serial number;
- (ii) State license number, municipal vehicle sticker number and safety inspection sticker number;
- (iii) Capacity of vehicle;
- (iv) Ownership of vehicle; and
- (v) 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.

4. **Fuel Costs.** The Contractor shall furnish all fuel to be used in its performance of the Contract.

5. **Dispatching Operations.** A full-time operations office shall be maintained by the Contractor to answer telephone inquiries during normal operating hours of 5:30 A.M. to 5:30 P.M., and to ensure the efficient operation of the routes. Telephone equipment shall be operable at all times and provide for easy access by SEDOL. As road conditions play an imperative role in school operations, on winter weather advisory days (i.e. snow storms, extreme cold or ice storms), the Contractor must ensure contact with SEDOL's Assistant Superintendent of Finance, or other representative of SEDOL as it may determine, from 4:30 A.M. on to discuss road conditions and the viability of school

closures. The Contractor shall maintain telephone and text messaging communication with SEDOL's Assistant Superintendent of Finance, or other representative of SEDOL as it may determine, and the Contractor must man telephones during the time students are being transported. Cell phone numbers and text messaging addresses must be available to SEDOL on a 24-hour basis. A dispatcher must be present and available at the Contractor's base of operation until forty-five (45) minutes after the last bus servicing SEDOL's routes has completed said routes.

The Contractor shall maintain access to e-mail and text message communications with SEDOL. Multiple e-mail and text message addresses are to be provided to SEDOL for transfer of daily information.

V. PERSONNEL REQUIREMENTS

1. **General.** The Contractor is required to have sufficient personnel to appropriately service the special education and homeless student transportation needs of SEDOL as specified herein. SEDOL requires a minimum level of management, supervisory, and technical personnel. At a minimum, the Contractor must employ the following full-time personnel to service SEDOL:

- a. Transportation Manager;
- b. Assistant Manager;
- c. Dispatcher; and
- d. Route Coordinator.

SEDOL reserves the right to interview and approve, at its sole discretion, the transportation manager, assistant manager, dispatcher, and route coordinator that initially serve SEDOL under the Contract. SEDOL also reserves the right to approve any change of personnel for these four positions. If there is a change in personnel, SEDOL reserves the right to interview and approve, at its sole discretion any replacement.

Contractor shall provide timely notice to SEDOL when a member of the Contractor's management team that deals with SEDOL is no longer employed by the Contractor or no longer assigned to SEDOL's account.

The transportation manager and/or the assistant manager must be on duty between 5:30 am and 5:30 pm.

The Contractor shall not allow any employee to have contact with students who would be prohibited from being employed by SEDOL due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Contractor shall make every employee who will have direct daily contact with students available to SEDOL for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent has contact with students. The Contractor will reimburse SEDOL for the costs of the checks. SEDOL must provide a copy of the report to the individual employee but is not authorized to release it to the Contractor. Additionally, at least quarterly, the Contractor shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

All employees of Contractor that will have direct daily contact with students must provide evidence to SEDOL of physical fitness to perform the duties assigned and freedom from communicable disease, as required by Section 5/24-5 of the Illinois *School Code* (105 ILCS 5/24-5). Such evidence shall consist of a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its

branches, a licensed advanced practice registered nurse, or a licensed physician assistant not more than ninety (90) days preceding the employee's commencement of work under this Contract.

Contractor shall provide SEDOL with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook.

2. Drivers.

- a. The Contractor shall be highly selective in the hiring of drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to SEDOL and have the personal traits necessary to work with special education students. SEDOL reserves the right to require the removal or transfer of any driver as determined solely by SEDOL .
- b. While transporting students, vehicles shall not be operated by any person other than a properly licensed driver with the required permit meeting all requirements for drivers as set forth by the Illinois State Board of Education and the Illinois Secretary of State and the Illinois *Vehicle Code*.
- c. SEDOL expects that there will be consistency in drivers assigned to routes serviced under the Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.
- d. Drivers and other persons encountering students must be able to communicate effectively in English both verbal and written.
- e. Drivers shall not use or operate personal cell phones or use electronic communication devices while transporting students or while in direct supervision of the students.
- f. Whenever a regular driver is not working because of a planned absence or sick leave of more than two (2) days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver.
- g. Each driver assigned to duties in the performance of the Contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. The use of any assistant under the age of twenty-one (21) years requires the written approval of SEDOL representatives.
- h. The Contractor shall maintain enough substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent.
- i. In the event of the removal or suspension of any driver, the Contractor shall immediately replace the driver without disruption in service and notify SEDOL.

- j. Drivers shall not use indecent language, shall not use any tobacco products, including vaping devices, on the bus or on SEDOL premises, nor permit students to use any tobacco products, including vaping devices, or cause disturbances on the bus.
- k. Drivers shall always be neatly attired and wear an identification badge. Behavior and communication shall always be appropriate.
- l. All drivers, including substitute drivers, must be thoroughly familiar with the areas and routes the driver covers. Drivers, either regular or substitute, shall have in their possession while driving a route, an up-to-date map of the route and/or drivers directions for the route they are driving, a list of the road hazards along the route, and must clearly display bus numbers in bus windows, to the extent applicable.
- m. Drivers shall not deviate from the normal route, stops or time schedule except for reasons beyond their control. Deviations shall be reported to the Transportation Manager on the same day, who shall report the same to SEDOL. Any recommendations for deviations from the normal route must be approved by SEDOL prior to implementation.
- n. The Contractor shall notify SEDOL if any driver is cited for any reckless driving offense whether driving a bus or personal vehicle. The Contractor shall not utilize any driver who has ever been convicted of a DUI, reckless driving, or any criminal offense involving children.
- o. Prior to the start of the school year, the Contractor shall provide SEDOL with a copy of its drug testing policy for drivers, a listing of SEDOL's assigned drivers, including standby drivers, or as requested by SEDOL. In addition, the Contractor will submit new driver information to SEDOL prior to the driver start date. The following information for all drivers involved in the Contract under employment of the Contractor will be provided to SEDOL at least one (1) week prior to the beginning of the school year. Costs relating to licensing and drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor.
 - (i) Name – first, middle, and last.
 - (ii) Valid permit number for drivers of school buses.
 - (iii) Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers.
 - (iv) Health certificates and date issued.
 - (v) Copies of drivers' licenses.
 - (vi) Proof of age.

- (vii) Proof of drug testing.
- (viii) First aid certificate.
- (ix) Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
- (x) Name of any driver that is ticketed and/or arrested during the term of the Contract.
- (xi) Updated Motor Vehicle Reports (MVR).
- (xii) Documentation of training in Blood Borne Pathogen Training.

3. **Training.**

- a. The Contractor shall make all drivers available for the Contractor paid in-service training a minimum of twice a year, or in accordance with State law. Meetings and agendas shall be jointly planned by the Contractor and SEDOL. Presentations are intended to include information about the unique needs of SEDOL's special education students. One meeting for SEDOL shall occur before the start of the school year and one meeting for SEDOL after the first of the year at a mutually agreed upon location. SEDOL retains the right to design, participate in or authorize any such program prior to implementation. It is the intent of this training to foster positive student and driver relationships.
- b. Evacuation drills will be scheduled by SEDOL in conjunction with the Contractor at least once a year or in accordance with State law. Bus drivers, students, and transportation supervisory personnel shall participate. The Contractor shall provide the training and staff time to effectively execute these drills. Drills will normally be held on SEDOL's property during normal school hours. Evacuation time and expenses are to be paid by the Contractor.
- c. All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor as requested by SEDOL and/or the Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.
- d. The Contractor shall administer a safety program for its drivers. This program shall include, but not be limited to, regularly scheduled safety meetings for the Contractor's personnel. A schedule of these meetings will be provided to SEDOL.
- e. The Contractor shall ensure that all drivers and monitors have proper training on how to secure wheelchairs and restraint systems in its vehicles. The Contractor shall provide such training at the beginning of each school year and during the winter break of each school year.

- f. The Contractor shall ensure that all of its drivers and aides/monitors provided to SEDOL have received training in de-escalation techniques.

VI. SAFETY AND DISCIPLINE

1. Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the safety of the children shall take precedence. It shall be a primary obligation of the Contractor to operate its affairs so that SEDOL will be assured of this continuous and reliable service. It is the driver's responsibility to ensure a safe environment during the transportation process. The Contractor shall ensure that all drivers provided under the Contract have training in dealing with students with special needs and de-escalation techniques.

2. The Contractor understands and acknowledges that some special education students may exhibit behavior disorders and may present discipline problems that would not be tolerated on regular education routes. Contractor shall ensure that its drivers do not refuse or remove any student from a vehicle due to behavioral or discipline issues without first contacting SEDOL. If a student's behavior is such that the driver cannot reasonably continue to provide transportation services, the driver shall promptly park the vehicle in a safe location and immediately contact SEDOL so that it may determine what, if any, actions are required.

3. The driver has the responsibility to supervise the students while on the route. Incidents of inappropriate behavior should immediately be reported in writing using a Bus Conduct Report to the Principal at the respective school of SEDOL. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus, the driver shall stop the bus and take whatever emergency action (if any) is reasonably necessary to ensure the safety of the passengers. As soon as reasonable thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Final authority in matters of discipline shall rest with SEDOL.

All problems dealing with student safety and discipline that are beyond the driver's immediate ability to solve should be reported to SEDOL's Assistant Superintendent of Finance and the applicable school Principal.

4. The driver shall, within twenty-four (24) hours of any disciplinary incident, advise the school Principal or designee of all serious misbehavior on the bus and shall assist the administration in obtaining whatever information is desired with respect to each incident.

5. Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses as outlined by the Illinois School Bus Transportation manual.

6. While transporting students, drivers shall not leave the vehicle unattended.

7. Unless otherwise agreed to in writing by SEDOL or required by Illinois law, drivers shall not be permitted to transport their own children on a bus unless the child is receiving services from SEDOL and is assigned to that particular bus run or route.

8. No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students; however, SEDOL reserves the right to have an authorized SEDOL employee ride on any vehicle on any route, without prior notice to the Contractor. Rides by parents for personal reasons are expressly forbidden.

9. Drivers shall not permit more passengers to occupy the bus than there are seats available and shall not permit passengers to stand or sit on the floor while the bus is in motion.

10. All vehicles operated for SEDOL must be a smoke-free environment.

11. Vehicles will not be fueled while students are on board.

12. All vehicles are to be checked at least one (1) hour prior to departure each day school is in session, as well as after each route or run and after each substitution of drivers.

13. Before exiting the vehicle, the driver shall at the end of each route, work shift, or work day, walk to the rear of the vehicle and check for children or other passengers, lost belongings, and damage to property. The driver shall activate the interior lights of the vehicle to assist the driver in seeing in and under the seats during a visual sweep of the vehicle.

VII. SERVICE REQUIREMENTS AND CONDITIONS

1. **School Calendar**. All transportation will be in accordance with SEDOL and/or school 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, SEDOL shall furnish the Contractor with a tentative calendar for the following year. Subsequent changes to SEDOL's calendar will be furnished to the Contractor in a timely fashion. Attached is SEDOL's approved calendar for the 2023-2024 school year (Exhibit C).

2. **Pick Up and Delivery of Students**.

- a. Students must be picked up and delivered in front of or as near as possible to their residence unless directed otherwise by SEDOL's Assistant Superintendent of Finance. No change in place of pick-up or drop-off for any student shall be affected without notice to and approval from SEDOL's Assistant Superintendent of Finance. Any deviation from this procedure must have the approval of SEDOL's Assistant Superintendent of Finance.
- b. The Contractor must confirm the required arrival and departure dates and times for all students being transported.
- c. To minimize accidents, drivers shall not back-up vehicles unless there is no other option available to the driver.

3. **Display of Route Number**. When applicable, the Contractor shall display on each bus a clearly visible route number or a numbering device on the side window next to the front door.

4. **Designated Students**. Only pupils designated by SEDOL's Assistant Superintendent of Finance may be permitted to ride on buses operated by the Contractor under the Contract. Under no circumstances may a driver refuse to transport a student without express consent from SEDOL's Assistant Superintendent of Finance. SEDOL will advise the Contractor regarding specific guidelines for ridership: Student IDs; PM ridership authorization; etc.

5. **Adds and Drops**. SEDOL shall provide information on children added or dropped from transportation to the Contractor in separate communications. Add(s) or drop(s) to bus routes will be implemented by the Contractor no later than on the third business day following notification from SEDOL.

6. **No Vehicle Transfers**. No student will be transferred from one vehicle to another while en route to or from school without the expressed permission of SEDOL's Assistant Superintendent of Finance. The only exception to this rule will be a vehicle breakdown situation.

7. **Vehicle Break Downs.** If during normal school hours a vehicle breaks down or cannot be safely or legally operated, another vehicle must be brought to the driver within twenty (20) minutes of the occurrence of the breakdown. The driver must immediately notify dispatch of any vehicle breakdowns to effectuate this plan. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall also notify SEDOL contact by phone and text message. SEDOL shall provide annually a list of SEDOL contacts to the Contractor.

8. **Accidents.** In the event of an accident where the driver is in part or in whole responsible for the accident, a substitute driver and bus must be provided to comply with the State Mandate of testing the driver under the Implied Consent Statutes. The driver must immediately notify dispatch of any vehicle accidents to effectuate this plan. Should any accident occur involving a vehicle assigned to SEDOL, with or without students on board, the Contractor will immediately notify SEDOL and follow the established accident procedures. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident.

9. **Emergencies and Evacuations.** In an emergency closing, the Contractor will follow instructions from SEDOL's Assistant Superintendent of Finance and shall provide the required transportation within fifteen (15) minutes after SEDOL's request. The Contractor shall not receive additional compensation for operation during emergency closings. Emergency procedures will be reviewed each year by SEDOL's Superintendents and/or designee and the Contractor before publication to schools and parents. The Contractor will work with SEDOL to create an emergency plan describing the actions the driver will take should a bus accident occur.

The Contractor will work with SEDOL in all matters concerning emergency school evacuations, lock downs, and relocation of students via transportation to alternate locations. It is the Contractor's responsibility to in-service all drivers regarding the emergency plan. A copy of the plan shall be maintained in each vehicle.

Updated emergency data on the students being transported in any vehicle will be required to be available at the operating base.

10. **Service Interruption.** Contractor acknowledge that the transportation of SEDOL's pupils is vital to its educational mission. In the event that Contractor is unable to provide the required services by reason of work stoppage, labor shortage or any other event or circumstance, SEDOL shall maintain the right to secure and substitute other transportation services.

If the cost of the substitute transportation services is higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, or, alternatively, SEDOL may choose to receive a credit of such amount(s) against the fees due the Contractor.

If necessary to reschedule the days lost because of the Contractor's failure to perform, the Contractor shall provide service in accordance with the Contract for each day rescheduled at no cost to SEDOL.

11. **Postponement or Cancellation of Routes.** In the event of severe weather conditions, snow or other inclement weather which creates hazardous driving conditions, the Contractor shall have the responsibility to inspect the conditions of roads on the designated routes and to recommend to SEDOL's Superintendent or designated representative whether the vehicle can be operated safely prior to 4:30 a.m.

SEDOL's Superintendent or designated representative shall then decide whether to alter, postpone or cancel routes or schedules. The Contractor shall receive no compensation for routes not serviced as a result of inclement weather.

SEDOL reserves the right to change route times as determined by the Superintendent or designated representative.

12. **Management Review Meetings.** SEDOL reserves the right to call quarterly management review meetings between the Contractor's senior management and SEDOL to review ongoing operational performance.

VIII. ROUTES AND SCHEDULES

1. **Development of Routes.** The current special education and homeless student routes for SEDOL are enclosed under Exhibit D of these specifications. The Contractor and SEDOL shall jointly develop all schedules and routes based on stop and rider information provided by SEDOL whenever requested. Routes shall be designed to provide one-way transportation riding time normally not to exceed forty-five (45) minutes. The Contractor agrees that information is not to be shared with anyone unless SEDOL agrees in writing to such disclosure. All schedules and routes are subject to approval by SEDOL. Final determination of the routing rests with SEDOL. The Contractor will supply SEDOL with a written summary that details their route scheduling competencies and proficiencies as well as a timeline of how they expect to be ready for the first day of school. The Contractor will identify to SEDOL their intent to operate these routes as unpaired routes or paired routes with those of another school district, which paired routes with another school district shall be subject to SEDOL's written approval. All schedules and routes should be developed utilizing a transportation software solution.
2. **Establishment of Routes.** Preliminary routes shall be established no later than June 15 of each school year. Final routes shall be established no later than fourteen (14) days prior to the first day of student attendance. After schedules are established, the Contractor shall ensure that all vehicles will meet the schedules to avoid disruption at the student's home and at school.
3. **Changes to Routes.** Out of necessity, students may be added to programs after the initial data is submitted. Up to two (2) full working days advance notice shall be given for the addition of students, change in students' schools, or any contemplated route changes by either party to the Contract. The Contractor will agree to establish new routes and accommodate new students within two (2) school days of being advised of any new students. All changes are subject to the approval of SEDOL. The Contractor shall attempt to minimize the costs to SEDOL by revising routes to require the minimum number of vehicles. The Contractor is encouraged to review on an ongoing basis, established routes, stops and times and make suggestions which may result in more efficient service to the students. SEDOL retains the right to reduce/increase the number of routes.
4. **Recommended Changes.** The final established bus routes will be followed exactly by the driver. Any changes that are presented to a driver by a parent or member of the community will be referred to SEDOL for a decision. The driver shall not comment with parents negatively regarding changes made to routes. Any changes the driver feels should be made for convenience must be approved by SEDOL.
5. **Route Sheets.** Upon the establishment of all routes in the summer/fall of each year, and the approval by SEDOL, the Contractor will supply SEDOL with route sheets, at least one (1) week prior to the opening of school. SEDOL programs may start on varying schedules. Route sheets must indicate the route, the name of each student riding the route, the pickup time and bus stop for each student, and the time each student is dropped off

after school. Deadhead time on either end of a route is limited to thirty (30) minutes or less. A full updated set of route sheets will be provided to SEDOL upon request and, if requested by SEDOL, shall be provided in an electronic format. Decisions involving the amendment of a route will be done only with the approval of SEDOL.

6. **Ridership Reports.** The Contractor shall submit to SEDOL on an “as requested” basis a Ridership Report covering one (1) week for each “To and From” school route for each school building. The report shall indicate seating capacity of the vehicle serving the route and the number of students for each route and the times for each pick-up. The purpose of the Ridership Report is to ensure that routes are efficiently loaded and to provide data on which to base decisions regarding route removal, combination and expansion. The Contractor shall provide ridership counts to SEDOL upon request.

7. **Data.** Student data submitted by the Contractor shall include:

- a. The number of students to be transported as known at that time;
- b. Length of trip;
- c. Pick up and drop off points;
- d. School start and ending times; and
- e. SEDOL calendar.

8. **Dry-Runs.** Prior to the first day of school each year, the Contractor shall, on the date and time prescribed by SEDOL, conduct at least two (2) “dry-runs” of all routes. The driver assigned to the route shall perform the dry runs. All dry runs will be accomplished at no cost to SEDOL. Each time a new driver is assigned to a route the newly assigned driver shall dry-run the route at least twice. The dry run will not be required for standby drivers who cover a route for the regularly assigned driver, unless requested, in advance, by SEDOL. If SEDOL has an orientation day prior to the first day of school, SEDOL may request that students be permitted to ride on the buses used for the dry runs.

9. **Review for Hazards.** As recommended by the Illinois State Board of Education, all bus routes should be reviewed by the Contractor twice a year for hazards. The Contractor will review all routes according to Illinois State Board of Education guidelines and report findings to SEDOL.

10. **Route Rates.** The Contractor shall calculate all costs of mileage, vehicle, and the driver into their daily rate. A deduction of 100% of the daily rate will be made for any route not run. Payment is made only for routes run.

11. **The successful bidder should be aware of the following:**

- a. Routes shall not exceed forty-five (45) minutes at any time.

- b. Some students may have different addresses for pickup and drop off.
- c. Students cannot be left alone and should be released only to a parent or other responsible adult. There will be times when no one is home to receive a child on the first attempt at drop off, and the student may need to be transported back to the originating school.
- d. Car seats, harnesses, and seat belts may be needed at times for certain students. Contractor should have such equipment available when needed, and drivers must be properly trained in their use.

12. **Summer School Routing.** SEDOL shall endeavor to provide the Contractor with a tentative list of all known summer school students in need of transportation by May 15, but in no event later than May 31. The Contractor shall develop routes for the summer school students no later than June 15.

IX. AWARD OF BID

1. A Contract, if awarded, will be awarded by first considering the Bidder most able to provide safety and comfort for the pupils, stability of service, and any other factors set forth in this request for bids regarding quality of service, and then price. The successful bidder agrees to execute a contract in the form of the contract attached as Exhibit K, with no changes or conditions, unless modified by SEDOL via addendum prior to the close of bidding. All Contractors are required to confirm receipt of any addenda issued related to this Bid by submitting with its bid a completed Addenda Receipt as set forth in Exhibit E.

2. SEDOL reserves the right to reject any or all bids received whenever such rejection is in the best interest of SEDOL and reserves the right to waive any irregularities. SEDOL also reserves the right to reject the bid of a Bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the Contract.

3. The following qualifications will be considered by SEDOL to determine the Contractor's responsibility:

- a. Stability of service;
- b. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements for SEDOL or any other school district or special education cooperative in rendering past services;
- c. The experience and efficiency of the Contractor;
- d. The sufficiency of the financial resources and the ability of the Contractor to perform the Contract and provide the services;
- e. The quality, availability, and adaptability of the equipment, or contractual services, to the particular use required;
- f. The condition of and/or availability of the equipment to be used by the Contractor;
- g. The ability of the Contractor to provide maintenance and service in the performance of the Contract;
- h. The location of the Contractor's facilities for housing and servicing transportation vehicles;
- i. The ability of the Contractor to recruit, train, and supervise the personnel necessary to fulfill the Contract;

- j. The quality of references from previous contracts or services; whether with SEDOL or another organization (See Exhibit E);
- k. The compliance by the Contractor with laws, ordinances, and policies; and
- l. Such other information as may be secured by SEDOL that bears on the decision to make the award.

X. INCENTIVES FOR SERVICES PROVIDED

1. The Contractor selected agrees that the highest standards of delivery service is expected to be provided to SEDOL at all times during the term of the Contract.
2. SEDOL shall provide performance incentives based on the Contractor's performance under the terms of the Contract for providing consistent on-time performance.
3. The Contractor shall measure arrivals and departures of its vehicles providing routes under this Contract by using a GPS system. The Contractor will use the report form set forth in this Article X, or such other form as SEDOL directs, that shall be provided to SEDOL on a monthly basis to ascertain if the Contractor is entitled to an incentive payment. The Contractor shall track all routes to determine if they are on-time (arrive within 15 minutes of the required time). The Contractor and SEDOL shall meet monthly to review the Incentive Performance Form for the prior month and to discuss any issues. SEDOL will determine the amount, if any, of incentive to be paid to the Contractor.
4. Any route that arrives 15 minutes or more after the scheduled drop-off or pick-up time shall be considered late and shall not be entitled to any incentive. Moreover, Contractor shall provide details on why any route is late.
5. The Contractor shall be entitled to performance incentives of up to an additional 4% of a monthly invoice based on the following:
 - If 95% or more of the Contractor's routes in a month are on-time, the Contractor shall be entitled to an additional 4% of the invoice total for that particular month;
 - If 90% to 94.99% of the Contractor's routes in a month are on-time, the Contractor shall be entitled to an additional 2% of the invoice total for that particular month;
 - If less than 90% of the Contractor's routes in a month are on-time, the Contractor is not entitled to any incentive.
6. The incentives earned by the Contractor hereunder shall be payable in two installments. The first installment shall cover the period from August through December ("First Installment Period"). The Contractor shall invoice SEDOL for the approved incentive in January for the First Installment Period. The second installment shall cover the period from January through July ("Second Installment Period"). The Contractor shall invoice SEDOL for the approved incentive in August for the Second Installment Period. SEDOL's interpretation and decisions related to the incentive program described herein shall be final.

INCENTIVE PERFORMANCE FORM

[illegible]

XI. BID FORM AND BID CALCULATION SHEET

Bid To: The Special Education District of Lake County

Date: _____

Bidder Name: _____

Contact: _____

Address: _____

Telephone: _____

We agree to the following:

- A. To hold this bid open for one hundred twenty (120) days after the bid opening.
- B. That we have carefully examined all bidding documents including: Bid Instructions, Bid Specifications, Public Notice, General Conditions and all exhibits attached thereto, Certification Form, Contractor Qualification Statement, and Bid Form and all other bid documents referred to herein or contained in the above.
- C. To enter into and execute with SEDOL if awarded on the basis of this bid.
- D. To furnish insurance required by the Bid Documents.
- E. To provide services and equipment in accordance with the contract and bid documents.

CERTIFICATION: We hereby certify and affirm that our proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. The bidder further certifies that they are not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotation under Article 33E of the *Criminal Code of 2012*.

Corporate Name: _____

Signed by: _____

Name and Title: _____

EXHIBIT A

SCHOOL DISTRICT BOUNDARY MAP

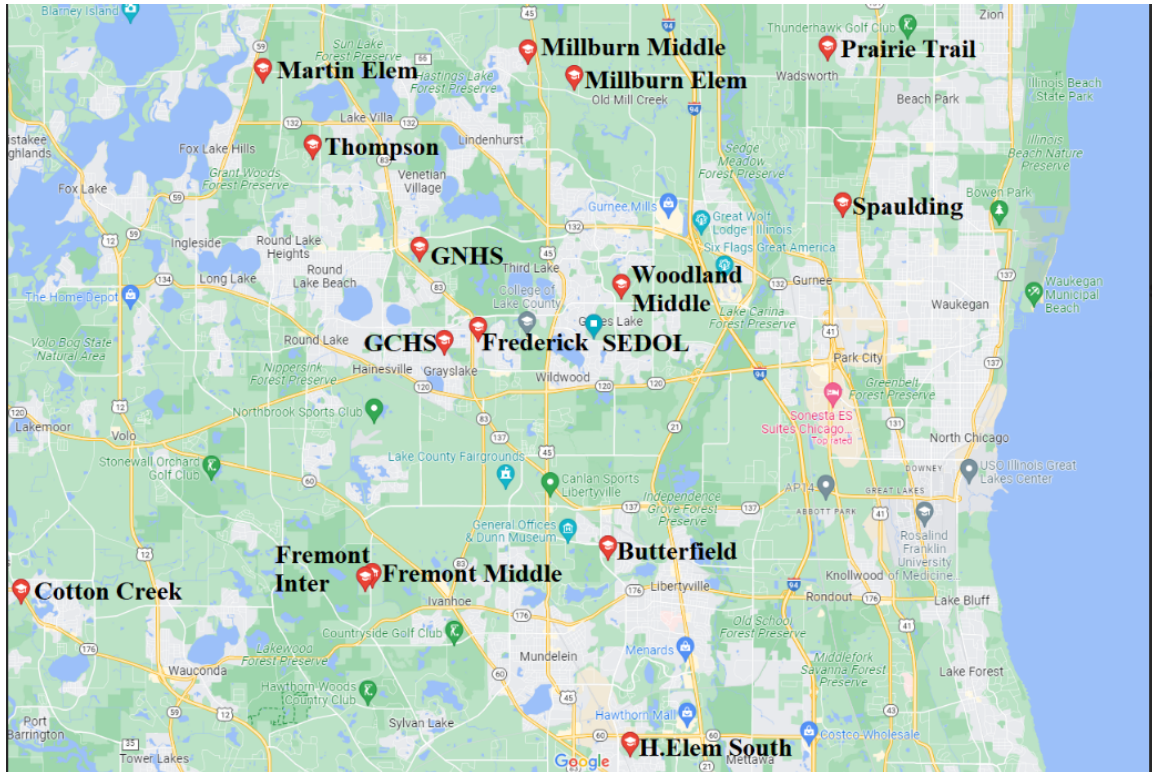


EXHIBIT B

SCHOOLS

Cyd Lash Academy 18024 W. Gages Lake Road Gages Lake, IL 60030
Fairhaven School 634 Countryside Hwy Mundelein, IL 60060
Gages Lake School 18180 W. Gages Lake Road Gages Lake, IL 60030
John Powers Center 18180 W. Gages Lake Road Gages Lake, IL 60030
Laremont School 17934 W. Gages Lake Road Gages Lake, IL 60030
Regional Safe School Program (RSSP) 300 Center Street, Suite 101 Vernon Hills, IL 60061
South School 330 N Ridgemoor Ave Mundelein, IL 60060
Transition – Seymour Site 31 S Seymour Ave Grayslake, IL 60030

EXHIBIT E

ADDENDA RECEIPT

MUST BE RETURNED WITH THE BID DOCUMENT TO DISTRICTS

The receipt of addenda number(s) ____ through ____ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final Contract.

CONTRACTOR
DATE

EXHIBIT F

REFERENCES

School District and Contact Name	Address	Phone No.

EXHIBIT G

CERTIFICATE OF ELIGIBILITY TO BID

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the *Criminal Code of 2012*, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)

Name of Bidder (Please Print)

Submitted by

Title

Date

EXHIBIT H

**CERTIFICATIONS OF COMPLIANCE WITH ILLINOIS
DRUG-FREE WORKPLACE ACT**

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois *Drug-Free Workplace Act* (30 ILCS 580/3) that 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* and, further certifies, that it is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print)
(Signature)

Submitted by

Title

Date

XII.

EXHIBIT I

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

The undersigned, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has 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 State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

EXHIBIT J

EQUAL EMPLOYMENT

The undersigned hereby certifies that the Bidder is in compliance with the *Illinois Human Rights Act* (775 ILCS 5/2-105).

Name of Bidder (Please Print)

Submitted by

Title

Date

EXHIBIT K

FORM CONTRACT

CONTRACT FOR SPECIAL EDUCATION AND HOMELESS STUDENT TRANSPORTATION SERVICES

THIS CONTRACT is made as of the effective date as set forth in Paragraph 17 of this Contract by and between _____, (“**Contractor**”), and the Special Education District of Lake County, Lake County, Illinois (“**SEDOL**”), as follows:

Scope of Services. SEDOL retains Contractor to provide special education and homeless students’ transportation services and transportation equipment, as more fully described in the attached Bidding Documents, which are attached hereto s Exhibit 1 and are incorporated herein, in accordance with Contractor’s Bid Proposal for the 2024-2025, 2025-2026, and 2026-2027 school years.

1. **Bidding Documents.** The Bidding Documents defined in Paragraph II- General Conditions of the Request for Bids for Transportation Services for the Special Education District of Lake County, Lake County and the Contractor’s Bid Form and Bid Calculations Sheet are incorporated into and made a part of this Contract (the aforementioned documents and this Contract are collectively referred to as the “**Contract**”).

2. **Fees.** Contractor shall charge SEDOL the rates provided in its Bid Form and Calculations Sheet that specifically relate to the transportation services provided to SEDOL, which is attached hereto as Exhibit 1.

4. **Term.** The term of this Contract will be for three (3) years, beginning on July 1, 2024, and ending on July 31, 2027. SEDOL reserves the right to extend this Contract for a maximum term, including the original three (3) year term, not to exceed ten (10) years, on the same terms and conditions as is set forth herein subject to the price increases outlined in the Bidding Documents.

5. **Status as Independent Contractor.** Contractor and SEDOL are 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 Contract.

6. **Insurance.** Within fourteen (14) days after signing this Contract below, the Contractor shall provide SEDOL with original signed certificates of insurance showing that the coverage required in the Bidding Documents is in effect.

7. **Applicable Laws.** The Contract shall be governed and construed in accordance with the laws of the State of Illinois, notwithstanding its choice of law provisions. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect. Failure of the Contractor to be in compliance with this Paragraph shall be cause for SEDOL to immediately terminate the Contract.

8. **Notice.** All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to SEDOL shall be addressed to, and delivered at, the following address:

Suzana Peterson
The Special Education District of Lake County
18160 W Gages Lake Rd
Gages Lake, Illinois 60030

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

9. **Calendar Days.** Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, federal, State, or SEDOL holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or SEDOL holiday. For purposes of this Contract, SEDOL’s summer break shall not constitute a “SEDOL holiday.”

10. **Provisions Severable.** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11. **Binding Effect of Contract.** This Contract shall inure to the benefit of SEDOL, its agents, representatives, officers, directors, assigns and successors and shall bind the Contractor, its agents, representatives, successors and assigns.

12. **Complete Understanding.** This Contract and the Bidding Documents 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, express or implied, between them other than as herein set forth. If there are any conflicts between the terms of this Contract with those of the Bidding Documents or the Contractor's Service Proposal, the terms of the Bidding Documents shall control over this Contract and the Contractor's Service Proposal. The Bidding Documents and the Contract shall control over the terms of the Contractor's Service Proposal.

13. **Assignments.** This Contract shall not be assigned or any part of the same subcontracted without the written consent of SEDOL, which shall not be unreasonably withheld or delayed, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the Contract.

14. **No Waiver.** The failure of either party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

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

16. **Governing Law.** This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Lake County, Illinois, or the federal district court for the Northern District of Illinois, Eastern Division.

17. **Effective Date.** This Contract shall be deemed dated and become effective on the date the last of the parties executes the Contract as set forth below.

IN WITNESS WHEREOF, the parties have caused this Contract 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 Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

CONTRACTOR
[THIS DOCUMENT IS A FORM.
BIDDER'S DO NOT NEED TO SIGN
THIS. ONLY THE SUCCESSFUL
BIDDER WILL SIGN THIS AFTER
AWARD IS MADE.]

By: _____
President

Date: _____

ATTEST:

By: _____
Its _____

THE SPECIAL EDUCATION
DISTRICT OF LAKE COUNTY,
LAKE COUNTY, ILLINOIS

By: _____

Superintendent or Board President

Date: _____

ATTEST:

By: _____
Its Secretary

EXHIBIT 1

**BIDDING DOCUMENTS
AND
CONTRACTOR'S BID FORM AND BID CALCULATIONS SHEET**

EXHIBIT L

ACKNOWLEDGEMENT OF SUBMISSION

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies, on behalf of the Bidder, that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and all Exhibits. If SEDOL chooses to accept this bid proposal, the Bid Documents and Exhibits will be incorporated into and become part of the binding Contract between the Bidder and SEDOL. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this bid proposal. The undersigned acknowledges that its bid shall be valid for a minimum period of 120 days after the bid opening.

Name of Bidder	Bid submitted by, Signature
Address	Title
Phone Number	Date