### **Community Consolidated School District 15**

580 North 1st Bank Drive Palatine, Illinois 60067

# REQUEST FOR BID TAXI SERVICES FOR STUDENT TRANSPORTATION BID #25-002 JULY 25, 2024



### BID #25-002 NOTICE TO BIDDERS TAXI SERVICES FOR STUDENT TRANSPORTATION JULY 25, 2024

The Board of Education of Community Consolidated School District 15 ("Board"), 580 North 1st Bank Drive, Palatine, Illinois 60067, will receive bids for TAXI SERVICES FOR STUDENT TRANSPORTATION in accordance with the contract documents and specifications as filed with the Accounting Assistant in the Business Office.

Bid documents can be found on the District's website at www.ccsd15.net/bids

Bid Due Date: TUESDAY, AUGUST 5, 2024 AT 12:30 P.M. CDT, at which time the bids will be

publicly opened and read aloud.

Bid Delivery Address and

Location of Bid Opening: Board of Education

**Community Consolidated School District 15** 

580 North 1st Bank Drive Palatine, Illinois 60067

Attn: KATHY SAUERLAND, Accounting Assistant

No bids may be withdrawn for a period of 60 days after the Bid opening date. Any time stated is in Central Daylight Time.

The Board anticipates taking action on the bids on Wednesday, August 14, 2024, at 7:00 p.m. The Board of Education reserves the right to waive any irregularities or reject any or all proposals when in its opinion such action will serve the best interests of the Board of Education of Community Consolidated School District 15.

By authorization of the Board of Education.

### **INSTRUCTIONS TO BIDDERS**

### **Proposals**

For proposals to be entitled to consideration, they must be made in accordance with the following instructions. All bids must be submitted on the forms providing, including Exhibits "B", "C", "D", and "E" of Bid #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION, furnished by the Board of Education of Community Consolidated School District 15 ("Board"). **Proposals submitted on other forms will be rejected.** 

Proposals must be signed by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

Oral, telephonic, telegraphic, electronic or facsimile transmitted bids will not be accepted.

Bid documents shall be submitted in a sealed, opaque envelope with the outermost envelope clearly marked BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION: KATHY SAUERLAND. Bid documents received in envelopes not clearly labeled as such will be rejected if accidentally opened before the specified bid opening time or if not received by the specified bid opening time due to improper labeling. The name, address, and phone number and a contact must be listed on the outside of the envelope.

PROPOSAL FOR: BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION

ADDRESSED TO: Board of Education

Community Consolidated School District 15

580 North 1st Bank Drive Palatine, Illinois, 60067

Attn: Kathy Sauerland, Accounting Assistant Due: Monday, August 5, 2024, at 12:30 P.M. CDT

### Bid Deposit

None required.

### **Examination of Specifications**

Each bidder shall acquaint itself with the conditions as they exist so that it may be completely familiar with the conditions pertinent to the fulfillment of the work required under this Contract.

### **Time for Receiving Bids**

Bids must be delivered no later than Monday, August 5, 2024, at 12:30 P.M. CDT at the Joseph M. Kiszka Educational Service Center, 580 North 1st Bank Drive, Palatine, Illinois 60067. Bids will be publicly opened and read aloud at that time and place. Interested persons may attend the bid opening in person.

### **Award of Contract**

Contract(s) will be awarded by first considering the Bidder(s) most able to provide safety and comfort for the pupils, stability of service, and such other factors regarding quality service as the Board deems necessary and appropriate in the best interest of the School District and set forth in the Bid Documents, and then price. The District anticipates that in order to provide for the adequate availability of taxi services for student transportation, contracts for this bid may be awarded to multiple vendors. The Board reserves the right to reject any or all bids received whenever such rejection is in the best interest of the Board and reserves the right to waive any irregularities. The Board 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. The Board also reserves the right to award the bid to multiple bidders.

The District is seeking contracts with transportation contractors to provide as-needed individual and small group transportation services for students. Due to capacity limitations, the District anticipates that multiple Contractors will be required to fulfill all of the District's needs. Bidders are invited to submit a bid even if they can only provide a limited number of routes. Being awarded this Contract is not a guarantee of being assigned a minimum number of routes.

We are providing one copy of Exhibits "A", "B", "C", "D", "E" and "F" for BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION. Please return Exhibits "B" through "E" as your bid in a sealed envelope labeled BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION and retain a copy for your records.

The contract shall be in substantially the form of Exhibit F.

### Questions

Questions regarding this Bid must be submitted by e-mail only to Tom Bramley, Director of Transportation Operations, at <a href="mailto:bramleyt@ccsd15.net">bramleyt@ccsd15.net</a> AND Kathy Sauerland, Accounting Assistant at <a href="mailto:sauerlak@ccsd15.net">sauerlak@ccsd15.net</a>. No questions will be addressed after 3:00 p.m. CDT on Wednesday, July 31, 2024.

The person submitting the question will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by the District. A copy of such addendum will be emailed to each person who has requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding. 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.

### **Bidder Qualifications**

- 1. The following minimum qualifications must be demonstrated by the bidder:
  - a. Bidder must have a minimum of four (4) years' experience in the State of Illinois transporting school children enrolled in grades k through 8, which can be demonstrated to the satisfaction of the District.
  - b. Evidence of financial responsibility and financial capability to perform the contract.
  - c. Evidence of management experience and reliability in vehicle operations and transportation of school children.
  - d. Demonstrated ability and willingness to provide transportation vehicles equipped and maintained to provide safe, convenient, dependable, and comfortable transportation of children.
  - e. Ability to maintain the required insurance.
- 2. Each bid shall be accompanied by:
  - a. A description of the bidder's present operations and a list of outstanding transportation contracts including the number of vehicles used.
  - b. Relevant documentation of the bidder's safety record, including IDOT's most immediate report of accidents.
  - c. A summary by narrative, brochure, chart or other means showing the bidder's qualifications, which may give the bidder the ability to satisfy all bid requirements.
  - d. A current balance sheet and income statement prepared and certified by a Certified Public Accountant for the prior three years. The balance sheet and income statement must include applicable parent, subsidiary, or affiliated corporations.
  - e. A listing of all contracts the bidder and bidder's parent, subsidiary or affiliated corporations have defaulted on within the past seven years. Default means any material breach of contract. List all defaults, including those that did not cause the contract to be terminated.
  - f. A listing of any litigation filed by or against the bidder and bidder's parent, subsidiary or affiliated corporations in the past five years including the name and case number, court jurisdiction and summary of the case.
  - g. A listing of all current school transportation contracts with a name and phone number of the primary contact for the educational institution served.
  - h. Certificate of insurance evidencing the insurance required hereunder.

### SPECIFICATIONS FOR TAXI SERVICES FOR STUDENT TRANSPORTATION COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 PALATINE, ILLINOIS

BOARD: Board of Education, Community Consolidated School District 15

Palatine, Illinois 60067, 847-963-3000

OFFICE: Joseph M. Kiszka Educational Service Center

580 North 1st Bank Drive Palatine, Illinois 60067

<u>ISSUED</u>: JULY 25, 2024

### **GENERAL CONDITIONS**

**Bids must be received no later than Monday, August 5, 2024, at 12:30 p.m. CDT.** Bids received by the Board shall be publicly opened on Monday, August 5, 2024, at 12:30 p.m. CDT and the contents read aloud. Interested persons may also attend the bid opening in person.

### 1. Definitions

- a. The Contract Documents consist of (a) the Notice to Bidders, (b) the Instructions to Bidders, (c) these General Conditions, all exhibits included herein, and other documents listed in the Contract, any addenda, and any Modifications issued after the execution of the Contract. A modification is a written amendment to the Contract signed by both parties.
- b. "BOARD", "DISTRICT" or "SCHOOL DISTRICT": The Board of Education of Community Consolidated School District 15, Cook County, Illinois.
- c. "CONTRACTOR(s)": The successful bidder(s).
- Where conflicts exist within or between parts of the Contract Documents and applicable standards, codes and ordinances, or simply within the Contract Documents, the more stringent, or higher quality or greater quantity requirements shall apply.
- 3. The Board does not assume responsibility for <u>delayed deliveries of bids</u> and <u>does not</u> recognize postmarks as representing the fact that a bid has been "received" by the Board before the specified deadline.
- 4. All bidders shall familiarize themselves with the details of the conditions relevant to the work or services to be provided.
- 5. Board decisions are final in all instances and are not subject to review.
- 6. No minimum order requirements may be made by a Bidder.
- 7. **Equal Employment Opportunity.** Contractor agrees to fully comply with the requirements of the Illinois *Human Rights Act*, 775 ILCS 5/1-101 *et seq.*, including, but not limited to, the provisions of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans with Disabilities Act*, 42 U.S.C Section 1201 *et seq.*, and rules and regulations promulgated thereunder.

As required by Illinois law, in the event of Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Contractor shall agree as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Contractor in its efforts to comply with such Act and Rules, Contractor will promptly so notify the Department and the Contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.
- e. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the Contracting agency, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.
- g. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractors. In the same manner as with other provisions of the Agreement, Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

8. Contractor shall comply with all applicable laws, regulations, rules and policies promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body, including the School District, 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.

Vehicles and personnel used by Contractor must be in compliance with all Federal and State laws, rules, regulations, and statutes applicable to the performance of student transportation services, including, but not limited to, the Illinois School Code and the Illinois Vehicle Code, and all policies, rules and regulations of the School District, the State Board of Education, the Illinois Department of Transportation and, the State of Illinois Standards for School Buses, the Intermediate Service Center's office and the local municipalities in which the vehicles will be operated.

Further, by submitting a bid, the Contractor certifies that 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.

Contractor shall comply with all laws 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 the School District'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 the School District aware of any data breaches and assist the School District with necessary notifications and reimburse the School District for any costs incurred by the School District. Upon the expiration or termination of this Agreement, Contractor agrees to promptly return to the School District any and all school student records and personally identifiable information in Contractor's possession.

9. Record Keeping: The Contractor shall keep complete and accurate records of the mileage for which the Contractor charges the School District and of the reports which the Contractor prepares for the School District pursuant to the Contract. The Contractor shall maintain such records as the School District 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 the School District. In addition, the Contractor shall provide monthly to the School District detailed invoices including information on fuel surcharge amounts.

The School District 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 the School District 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 the School District 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 the School District. 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.

- 10. Contractor acknowledges that, pursuant to the Illinois Criminal Code (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of eighteen are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Accordingly, Contractor shall ensure that none of its employees, agents or independent contractors are child sex offenders. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law.
- 11. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion and if neither member of the Board nor other officer of the School District is directly or indirectly interested in the bid or in any portion of the profits thereof.
- 12. A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid. No bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board.
- 13. Bids received after the time specified in the invitation to bid will not be considered and shall be returned to the bidder. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by the Board.
- 14. Vendor name must appear on each invoice submitted to the Board for payment.
- 15. Signature Constitutes Acceptance The signing of these bid forms shall be construed as acceptance of all provisions contained herein and that the Contractor had read the Contract Documents and is fully aware of the terms hereof.
- 16. Exceptions 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. Modifications to the Bid Documents, if any, shall be done via an addendum issued by the board. 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 the School District.
- 17. The Board reserves its rights to reject any goods and to cancel all or any part of this sale if Contractor fails to deliver all or any part of the goods described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate Board to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
- 18. Contractor agrees to indemnify, defend, and hold harmless the Board, its successors, assigns, customer, agents, and users of the goods herein described against any and all loss, damage, or injury arising out of or resulting from a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Contractor agrees that it will assume the defense of any and all such suits and pay all costs, judgments, and expenses incidental thereto.

- 19. The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.
- 20. The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the bidder; and (2) any breach by the bidder of the Contract Documents.
- 21. The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.
- 22. **ERRORS AND OMISSIONS** All proposals shall be submitted with each space properly completed. Special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and bidders will be held strictly to the proposals as submitted.
- 23. All payments made to the Contractor shall be governed by the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).
- 24. The Contractor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Contract are prohibited by law from being present on school and/or public property. In accordance with 105 ILCS 5/10-21.9, Contractor shall ensure that each individual performing services hereunder who will have direct, daily contact with students has authorized a criminal background investigation through the Board (or, in the discretion of the Board, through the Regional Office of Education) and a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (and, at the District's option, completed) prior to the individual commencing services. Such background investigations shall be performed at Contractor's expense. Contractor acknowledges that the provision of services under this Agreement is contingent upon the Board deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the Board. The Board will provide to the individual a copy of the background check results. The Board will notify the Contractor if the Board determines that any individual is not eligible to perform the services. Due to restrictions on disclosure of background check information, the School District may not specify to Board the reasons for a determination of ineligibility of an individual.

- 25. All employees of the Contractor or subcontractors for whom a criminal history records check is required must also provide the Board with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the Contractor or subcontractors, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.
- 26. **INSURANCE** 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 minimum level of coverages provided below; provided, however, that such amounts are only minimums, and the required minimum amounts shall in no way limit any damages against the Contractor or serve to reduce access to insurance coverages above such minimums. Contractor shall name the School District, 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 set forth below. A certificate of insurance shall be provided to the School District evidencing the coverage below and must include a requirement of a thirty (30) day cancellation notice. In such case of termination of insurance coverages, the Contractor will provide evidence of new insurance as soon as possible, 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 the School District must be included on the Worker's Compensation insurance policy. Contractor must maintain Umbrella or Excess Liability Insurance, on an occurrence basis, which shall follow the form of the Commercial General Liability insurance in all respects, in the minimum amount of \$5 Million General Aggregate and Each Occurrence. The Contractor shall provide copies of all required insurance policies and endorsements thereto to the School District upon request.
  - (i) Workers' Compensation

Coverage A: Statutory Limit

Coverage B: \$1,000,000/\$1,000,000/\$1,000,000

(ii) Commercial General Liability on an Occurrence Basis, which shall also include coverage for sexual misconduct

\$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)

(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

|                 |            | General Aggre    |      | h Occurrence |  |
|-----------------|------------|------------------|------|--------------|--|
| Must follow the | form of al | ll primary cover | age. |              |  |
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### EXHIBIT "A" BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION JULY 25, 2024 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

### **SCOPE**

The terms and conditions contained in these specifications shall be considered part of any contractual agreement for taxi services for student transportation entered into by the Community Consolidated School District 15. The successful vendor(s) shall provide all taxi services for student transportation in accordance with the award by the Board of Education and in accordance with the following specifications. The District anticipates that in order to provide for the adequate availability of taxi services for student transportation, contracts for this bid may be awarded to multiple vendors. This bid is for a 3-year contract with Year 1 being 09/05/24 - 06/30/25; Year 2 being 07/01/25 - 06/30/26; and Year 3 being 07/01/26 - 06/30/27. The District reserves the right to extend the Contract for a maximum term of two additional years on the same terms and conditions as is set forth herein.

Bid pricing will be entered in Exhibit "C". The dollar amounts on the bid pricing form shall remain in effect until June 30, 2025. Beginning on July 1, 2025, the Contractor will be permitted to increase its prices once per year (effective July 1) by the lesser of: (1) three percent (3%), or (2) the increase in the Consumer Price Index for Urban Consumers (CPI-U) annualized rate for the prior calendar year ending in December, as published by the United States Department of Labor.

Hereinafter the transportation contractor shall be referred to as "Contractor" and Community Consolidated School District 15, as "School District" or the "District".

The Contractor shall provide the following during the contract period:

- 1. Transportation for each and every day that school is in session and in accordance with schedules submitted by the Contractor to the District and approved by the District
- 2. If available and as requested by the District, vehicles that provide easy access and safe transportation for students with disabilities confined to wheelchairs
- 3. All vehicles need to be equipped with air conditioning that must be operable at all times
- 4. The bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing of vehicles.
- 5. All invoicing must show route, description of service, date and time of service, student name, mileage, who requested service, where service was to. If invoicing does not include this information, invoice will not be paid and will be returned for correction. All invoices must be sent to Thomas Bramley, Director of Transportation, CCSD 15 Transportation Dept., 1100 N. Smith St., Palatine, IL 60067.
- 6. Bidders shall not include in their bid any taxes to which school districts are not subject.
- 7. As indicated on the attached bid form, all figures given for passengers, routes or lengths of routes are based on estimates from the present operation and projected enrollment for the 2024-2025 school year. Additional routes shall be provided at bid prices.

### **DURATION OF CONTRACT**

The CONTRACTOR agrees to provide transportation to all students approved for transportation for a period beginning September 5, 2024, and ending June 30, 2027, however, the district may terminate this contract any time by written notice 30 days in advance.

JULY 25, 2024

### **EQUIPMENT**

The Contractor shall keep all equipment used for the transportation of students in strict compliance with State, Federal and all other government Standards for School Buses, Division I and Division II vehicles, and such additional standards as hereinafter set forth. Contractor shall keep all vehicles in a clean and sanitary condition and open to examination by the District. All vehicles shall be <u>radio equipped</u> in good working order. No cell phones may be used by drivers while transporting students.

### **STAND-BY VEHICLES**

The Contractor shall keep enough stand-by equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Stand-by vehicles shall meet the same standard as regular route vehicles. The Contractor shall implement and provide the District with verification of a post-trip inspection procedure to ensure that the driver is the last person leaving the vehicle and that no passenger is left behind or remains on the vehicle at the end of a route, work, shift, or workday. Posted on the back of all vehicles must be a sticker with a phone number to report comments or concerns about the operator's driving.

### **ROUTES**

- Routes will be established by the District in conjunction with Contractor, which will provide for transportation needs of the District. These routes will usually be established by August 1 of each year. The District reserves the right to notify the Contractor whenever changes are necessary in routes, stops, and schedules, and the Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within three (3) business days or sooner after notice is provided by the District.
- 2. The District cannot and will not guarantee that the number of routes assigned and vehicles required will not change throughout the term of this agreement.
- 3. At its sole discretion, the District shall offer routes to the Contractor(s) based on needs and availability. Contractor may accept the route or may decline the route if it does not have capacity to fulfill the route. The Contractor expressly acknowledges that, in the District's sole discretion, the routes handled by a Contractor may be changed by the District at any time while this Contract remains in effect, for any reason, including the District's assessment of the Contractor's performance of the contract. Upon acceptance of a route, Contractor must continue to provide services for that route for as long as the route is needed, unless agreed by the District. Provided, however, that Contractor can discontinue providing particular routes upon no less than 14 days advanced notice to the District.
- 4. Routes agreed upon by the District and the Contractor(s) shall be followed exactly by the drivers. Any changes presented to a driver by a parent or member of the community will be referred to the District for consideration. Any changes the contractor or driver's feel should be made for improved safety or efficiency must be approved in writing by the District. School District 15 forbids the selling or sharing of any lists of student(s) or staff names or address that may be supplied to Contractor.

### **REVISION OF DAILY RUNS**

In the event of inclement weather or for any other reason that school must be cancelled, or delayed, the District or Transportation or his designee shall notify the Contractor usually before 6:00 a.m. on the day of such cancellation or delay. In the event that school must be dismissed early, the Transportation Director or his designee shall notify the Contractor usually one (1) hour before such early dismissal (except in an emergency).

### **ACCIDENTS**

Any accidents involving a child and/or vehicle shall be reported immediately within the hour of occurrence verbally person to person and in writing to the Transportation Director.

JULY 25, 2024

### **SCHEDULES**

- 1. All routes shall be designed by the Contractor so as to deliver student(s) safely and within a reasonable time prior to the opening of the school; and return them to their respective homes safely within a reasonable time after the close of the school day. The District must approve all routes.
- 2. Drivers shall conduct all routes in accordance with a schedule to be approved by the District.
- 3. LATE ARRIVALS: If any driver is more than 10 minutes late at any point on a route, the Contractor will be subject to a penalty equal to 5% of the route cost, which shall be deducted from the subsequent bill, and charged for each route that is late.
- 4. The Contractor shall permit District's representatives to ride the vehicles on all routes for auditing purposes. No other riders will be allowed.
- 5. Tentative school hours for our elementary and middle schools (beginning and starting times) will usually be established by July 1 of each year.

### **PERSONNEL**

- Contractor must conduct its affairs so that the District will be assured of safe, continuous and reliable service. Persons whose conduct might in any way expose a child to any impropriety of word or deed or whose mental or emotional stability is questionable to School District 15 shall not be permitted to serve as a vehicle driver or in any other capacity relating to District 15 student transportation services.
- 2. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement with any employee, person, group or organization, which will in any way interfere with this responsibility subject to such terms, and conditions as are provided herein. The District reserves the right to request in writing the removal of a driver or other person used in performing this agreement who, in the sole discretion of the Transportation Director or designee, is deemed unfit or unsuitable for the performance of services for the District.
- 3. The Contractor shall employ only qualified drivers who shall be required at all times to exercise the highest degree of care and to observe and comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted pertaining to the operation of vehicles.
- 4. The Contractor shall at all times keep all of its drivers, supervisors and other employees informed of applicable district rules and regulations governing the operation of vehicles, the conduct of pupils and methods and procedures for maintaining discipline. All transportation related discipline problems would be handled in conformance with District policies and practices. In no case will a driver eject a student from a vehicle for misbehavior. Drivers will be obligated to report any student discipline behavior concerns in writing to the respective school principal.

### **OPERATIONS PERSONNEL**

1. The transportation of school children is a unique and specialized professional service. It is imperative that the students be transported to and from school regularly, promptly, safely and without interruption or incident and that the safety of children in such transportation take precedence over the interests of either the Contractor, its drivers, or the School District. The Contractor must conduct its affairs so that the District will be assured of continuous and reliable service. All bidders must supply with their bid a written statement(s) of hiring polices used in the selection and training of personnel to be used in fulfilling the requirements of this bid.

- 2. The Contractor shall furnish the District the following information each school year before contract is to start and relative to each driver who will be used in the implementation of the contract and be responsible for keeping such information current:
  - a. Name of driver, to include first name, middle initial and last name.
  - b. Driver's permit and license number.
  - c. All drivers must have a current school bus driver permit to transport students in any vehicle. Proof of such permit of all drivers is required before start of contract.
  - d. All drivers shall display on his or her person, identification evidencing individual is an employee of the contractor and must produce said identification to principal, teacher, teacher aid or any District administrator upon request.
  - e. Date on which successfully passed drug/alcohol screening.
  - f. Wherever possible, Contractor shall endeavor to maintain the same driver for the same route.
  - g. All drivers are subject to the current local, county, state and federal regulations pertaining to the operation of school buses and to any regulations set forth by the Board of Education. Employees who have not successfully passed background check and drug/alcohol testing cannot have any contact with students.

### **2024 TAXI SCHEDULE**

Below is a summary of the District's current taxi needs. The routes will vary so this schedule is included for reference only and is not binding.

| School  | Student Home City<br>and Zip Code | Approximate Round Trip Distance from Student Address | A.M.<br>Approx.<br>Pick up<br>time | P.M. Time school<br>ends - drive home                |
|---|-----------------------------------|--|------------------------------------|--|
| Brightmont Academy<br>400 E Main Street<br>Barrington IL 60010<br>AM Arrival: 8:20AM                    | Palatine, IL 60067                | 11.4 Miles   | 8:00AM                             | M 12:30PM,<br>T, F 2:00PM,<br>W 4:00PM,<br>TH 3:00PM |
| CORE Academy/Menta Group<br>801 W Illinois Avenue<br>Aurora, IL 60506<br>AM Arrival: 8:20AM             | Rolling Meadows, IL<br>60008      | 77.4 Miles   | 7:25AM                             | M-F 2:00PM   |
| Central Road School<br>3800 Central Road<br>Rolling Meadows IL 60008<br>AM Arrival: 8:35AM              | Chicago, IL 60064                 | 47.7 Miles   | 8:00 AM                            | M-TH 3:55 PM<br>F 3:05 PM                            |
| Conyers Learning Academy<br>2800 Central Road<br>Rolling Meadows IL 60008<br>AM Arrival: 9:05AM         | Palatine, IL 60074                | 13.8 Miles   | 8:55AM                             | M-TH 4:00 PM<br>F 3:10 PM                            |
| COVE School<br>350 Lee Road<br>Northbrook, IL 60062<br>AM Arrival: 8:20AM                               | Inverness, IL 60010               | 34.7 Miles   | 7:40AM                             | 3:00PM M,T,W,F<br>2:00PM TH                          |
| High Road School<br>5135 Trillium Blvd<br>Hoffman Estates, IL 60192<br>AM Arrival: 8:20AM               | Rolling Meadows, IL<br>60008      | 24.5 Miles   | 8:20AM                             | 2:30PM M-F   |
| Innovations Academy Day School<br>1360 E Irving Park Road<br>Streamwood, IL 60107<br>AM Arrival: 8:30AM | Palatine, IL 60067                | 25.6 Miles   | 8:05AM                             | 2:45PM M-F   |
| Jeanine Schultz Memorial School<br>2101 Oakton Street<br>Park Ridge IL<br>AM Arrival: 8:20AM            | Schaumburg, IL<br>60173           | 32.2 Miles   | 7:50AM                             | 2:00PM M-F   |
| Laureate Day School<br>2525 E Oakton Street<br>Arlington Heights, IL 60005<br>AM Arrival: 8:50AM        | Palatine, IL 60067                | 23.1 Miles   | 8:05AM                             | M-TH 3:25 PM<br>F 2:35 PM                            |

**2024 TAXI SCHEDULE (Continued)** 

|  | 2024 TAXI SCHEDULE             |  |                                    | T  |
|--|--------------------------------|--|------------------------------------|--|
| School   | Student Home City and Zip Code | Approximate<br>Round Trip<br>Distance<br>from Student<br>Address | A.M.<br>Approx.<br>Pick up<br>time | P.M. Time school<br>ends - drive<br>home |
| Lincoln School<br>1021 N Ridgewood Lane<br>Palatine IL 60067<br>AM Arrival: 8:35AM   | Arlington Heights, IL<br>60005 | 16.6 Miles   | 8:05AM                             | M-TH 3:05 PM<br>F 2:15 PM                |
| MacArthur Middle School<br>700 N Schoenbeck Road<br>Prospect Heights, IL 60070<br>AM Arrival: 7:55AM                           | Rolling Meadows, IL<br>60008   | 15.8 Miles   | 7:40AM                             | 2:55 PM M-F                              |
| Metro Prep Day School<br>2525 E Oakton Street<br>Arlington Heights IL 60005<br>AM Arrival: 8:50AM                              | Arlington Heights, IL<br>60004 | 28.8 Miles   | 7:55AM                             | 5:00 PM<br>Extended Day                  |
| Molloy Educational Center<br>(Wheelchair accessible van)<br>8701 Menard Avenue<br>Morton Grove, IL 60053<br>AM Arrival: 8:35AM | Arlington Heights, IL<br>60004 | 39.9 Miles   | 7:45AM                             | 2:45 PM M-F                              |
| New Connections Academy<br>865 E. Wilmette Road<br>Palatine IL 60074<br>AM Arrival: 8:35AM                                     | Palatine, IL 60067             | 5.9 Miles  | 8:11AM                             | M, T, W, F 2:45 PM<br>TH 1:45 PM         |
| North Cook Young Adult Academy<br>2340 S. River Road Ste 414<br>Des Plaines IL 60018<br>AM Arrival: 8:50AM                     | Palatine, IL 60067             | 38.7 Miles   | 8:20AM                             | 2:15 PM M-F                              |
| Parkland Prep Academy<br>900 South Park Blvd<br>Streamwood IL 60107<br>AM Arrival: 8:20AM                                      | Arlington Heights, IL<br>60004 | 39.9 Miles   | 7:45AM                             | 5:15 PM M-F                              |
| Plum Grove Middle School<br>2600 Plum Grove Road<br>Rolling Meadows IL 60008<br>AM Arrival: 7:25AM                             | Arlington Heights, IL<br>60004 | 8.8 Miles  | 7:00AM                             | M-TH 2:15 PM<br>F 1:25 PM                |
| Gray M Sanborn<br>101 N Oak Street<br>Palatine, IL 60067<br>AM Arrival: 8:15AM   | Palatine, IL 60067             | 6.1 Miles  | 8:25AM                             | 3:05PM M-TH<br>F 2:15PM                  |
| Timber Ridge School<br>201 S Evanston Avenue<br>Arlington Heights IL 60004<br>AM Arrival: 8:50AM                               | Palatine, IL 60074             | 14.4 Miles   | 7:55AM                             | M-F 3:00 PM                              |
| Walter R Sundling Middle School<br>1100 N Smith Street<br>Palatine IL 60067<br>AM Arrival: 7:25AM                              | Rolling Meadows, IL<br>60008   | 12.1 Miles   | 7:35AM                             | M-TH 2:15 PM<br>F 1:25 PM                |

### EXHIBIT "B" BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION JULY 25, 2024 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

- 1. The Board of Education, Community Consolidated School District 15, Palatine, Illinois, reserves the right to reject any or all bid to waive any informality in bidding.
- 2. Having carefully examined all bid documents, as well as the proposed, program, the undersigned hereby proposes to furnish all supplies and services set forth by the Specifications, Notice to Bidders, General Conditions, and Form of Proposal herein referred to and described.
- 3. By entering into this Agreement, Contractor/Vendor certifies and warranted to the Board of Education that it is not barred from entering into this Agreement for any reason whatsoever, including, but not limited to, a violation of Section 33E-3 (Bid Rigging) or Section 33E-4 (Bid Rotating) of the Illinois Criminal Code of 1961. The Board reserves the right to declare the contract void if this certification is false.
- 4. The Contractor/Vendor certifies that the Contractor/Vendor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).
- 5. The Contractor/Vendor acknowledges receipt of all addendum(s) issued, if applicable.

| COMPANY NAME        |        |                 |            |
|---------------------|--------|-----------------|------------|
|                     |        |                 |            |
| SIGNATURE OF BIDDER |        | PRINT NAME      | TITLE      |
|                     |        |                 |            |
| EMAIL ADDRESS       |        |                 |            |
|                     |        |                 |            |
| ADDRESS OF COMPANY  | (CITY) | (STATE)         | (ZIP CODE) |
|                     |        |                 |            |
| PHONE NUMBER        |        | DATE OF BID RES | SPONSE     |

### EXHIBIT "C" BID #25-002 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15 TAXI SERVICES FOR STUDENT TRANSPORTATION JULY 25, 2024

| Route   | Route Rate per<br>Mile | Total Monthly Amount<br>(Based on 20 School<br>Days per Month) |
|---|------------------------|--|
| To and from School Routes (not wheelchair accessible) |                        |  |
| Wheelchair accessible vehicle                         |                        |  |

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 2012 (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

| COMPANY NAME        |        |                 |            |
|---------------------|--------|-----------------|------------|
| SIGNATURE OF BIDDER |        | PRINT NAME      | TITLE      |
| EMAIL ADDRESS       |        |                 |            |
| ADDRESS OF COMPANY  | (CITY) | (STATE)         | (ZIP CODE) |
| PHONE NUMBER        |        | DATE OF BID REG | SPONSE     |

## EXHIBIT "D" BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION JULY 25, 2024 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

### **REFERENCES**

| COMPANY NAME:   |   |
|---|---|
| PROVIDE A LIST OF FIVE REFERENCES, PREFERWITHIN THE LAST THREE (3) YEARS. | RABLY SCHOOL DISTRICTS, FOR WORK OF SIMILAR SCOPE |
| 1.School District Name or Business Name                                   |   |
| Address   |   |
|   | Phone Number                                      |
| E-mail Address  |   |
|   |   |
| Address   |   |
| Contact Person  | Phone Number                                      |
| E-mail Address  |   |
|   |   |
| Address   |   |
| Contact Person  | Phone Number                                      |
| E-mail Address  |   |
|   |   |
| Address   |   |
|   | Phone Number                                      |
| E-mail Address  |   |
| 5.School District Name or Business Name                                   | ·   |
| Address   |   |
| Contact Person  | Phone Number                                      |
| E-mail Address  |   |

### EXHIBIT "E" BID #25-002 TAXI SERVICES FOR STUDENT TRANSPORTATION JULY 25, 2024 COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15

### **CONTRACTOR QUESTIONNAIRE**

Pursuant to 105 ILCS 5/10-17 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to minority owned businesses, woman owned businesses, and businesses owned by persons with disabilities as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; veteran owned businesses, and locally owned businesses for contracts over \$25,000. In order to comply with this requirement, contractors must complete the following questionnaire and return it with their bid responses.

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

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

| Is Your Company a Minority Owned Business? YES NO  |
|--|
| "Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and     |
| who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b)       |
| Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the    |
| Caribbean Islands, regardless of race; or(c) Asian American - a person having origins in any of the original     |
| peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American |
| or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)     |
| Is Your Company a Woman Owned Business? YES NO   |
| "Woman" shall mean a person who is a citizen or lawful permanent resident of the United States and who is of     |
| the female gender. (30 ILCS575/2). Your business must also be at least 51% unconditionally and directly          |
| owned by women who are U.S. citizens. The woman or women must manage daily operations, make long-                |
| term decisions and hold the highest officer positions available. They must also work at the business full-time   |
| during normal working hours, although there is no minimum amount of time for the business to be considered       |

operational.

| s Your Company a Business Of Person with a disability" means a person qualifying as being disable results from: amputation, arthritis, deafness, head injury, heart diseas retardation, mental illness, multiple disorders, including stroke and epanemia, specific learning disabilities of the person's major life activities severe disability for the purposes cause a comparable degree of suchis definition. (30 ILCS 575/2). | person who is a ed, where "Disable autism, blindnes ise, hemiplegia, he sclerosis, muscillepsy, paraplegiaes, or end stage is. Another disability of item (a) if it is bestantial function and Business?" | citizen or lawful resed" means a severes, burn injury, canchemophilia, respirate all quadriplegia and renal failure disease ty or combination odetermined by an eal limitation similar | sident of the United of physical or mental er, cerebral palsy, ory or pulmonary disculoskeletal disord other spinal cord of and (b) substant of disabilities may a valuation of rehabilities the specific list of the speci | States and is a all disability that: (a) cystic fibrosis, ysfunction, mental ders, neurological onditions, sickle cell ially limits one or more so be considered as a litation potential to of disabilities listed in |
|---|---|--|--|---|
| s Your Company a Locally Owr  | ned Business YE   | ES NO  | as it relates to   | this School   |
| District? For purposes of this questionnaire pusiness of the company is locate pusiness of the company is locate LLP, or LLLP, the registered addresall other business entities, the princept and/or the management of the  | ed within the bour<br>ess is the addres<br>acipal place of bu   | ndaries of the schoo<br>s for business on fil<br>siness is where the   | ol district. For a cor<br>e with the Illinois S  | poration, LLC, LP,<br>ecretary of State. For  |
| COMPANY NAME  |   |  |  |   |
| SIGNATURE OF BIDDER   |   | PRINT NAME   |  | TITLE   |
| EMAIL ADDRESS   |   |  |  |   |
| ADDRESS OF COMPANY  | (CITY)  | (STATE)  |  | (ZIP CODE)  |
| PHONE NUMBER  |   | DATE OF  | BID RESPONSE   |   |

### EXHIBIT F FOR REFERENCE ONLY – BIDDERS DO NOT NEED TO SIGN THIS CONTRACT UNTIL THE BIDS ARE AWARDED

### CONTRACT

| Education of Community Consolidated School  |  | <u></u> |  |  |  |  |
|---|--|---------|--|--|--|--|
| WHEREAS, District has requested public bids for transportation services ("Services"); |  |         |  |  |  |  |

**WHEREAS**, District desires to enter into this Agreement with Bidder to provide the Work in accordance with the Bid Documents.

WHEREAS, Bidder has submitted a bid for provision of the Services; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Duration of Contract.</u> This Agreement shall be effective beginning September 5, 2024, and ending June 30, 2027, unless renewed as provided in the Contract Documents.
- 2. <u>Contract Documents.</u> The documents comprising the entirety of this Agreement are the Contract Documents as defined in the General Conditions, Bidder's bid, and this Agreement.
- 3. <u>Document Supremacy.</u> In the event any term or provision of this Agreement conflicts with a term or provision of the Bid Documents, the term or provision of this Agreement shall prevail.
- 4. <u>Compensation</u>. The Bidder shall provide all services as awarded by the District and shall be compensated according to the terms of the Contract Documents. Payments are approved by the Board each month provided that the service has been properly provided and accepted. In accordance with Board approval, monthly invoices will be paid in accordance with the Illinois *Local Government Prompt Payment Act*. Format of the detailed billing statement must be agreed to by the School District.
- 5. <u>Termination</u>. The District may terminate this Agreement at any time by providing written notice to the Bidder, without cause. The District shall pay Bidder for all services provided in accordance with the Contract through the date of termination and shall have no liability whatsoever thereafter to Bidder.
- 6. <u>Complete Understanding.</u> This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
- 7. Governing Law. This Agreement 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.
- 8. <u>Amendments</u>. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

Signature Page Follows

JULY 25, 2024

| IN WITNESS WHEREOF, the Parties ha                                    | ive signed this Agreement on the day of | , |
|---|---|---|
| 2024.   |   |   |
|   |   |   |
| BOARD OF EDUCATION OF<br>COMMUNITY CONSOLIDATED SCHOOL<br>DISTRICT 15 |   |   |
| Ву:   | By:                                     |   |
| Its:  | Its:                                    |   |
| Date:   | Date:                                   |   |
| ATTEST:   | ATTEST:                                 |   |
| Ву:   | By:                                     |   |
| Its:  | Its:                                    |   |
| Date:   | Date:                                   |   |

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