



STUDENT TRANSPORTATION SERVICES

Invitation to Bid

Proposals Due: Friday, February 27, 2026 at 10:00 a.m.

Orland School District 135

District Office

15100 S. 94TH Avenue

Orland Park, Illinois 60462

TABLE OF CONTENTS

SECTION A

Instructions to Bidders.....	
General Terms and Conditions.....	
Bid Specifications.....	
Personnel Requirements	
Qualifications of Bidders	
Safety of Discipline	
Service Requirement and Conditions	
Routes and Schedules.....	
Change of Bus Service Requirement	
Award of Bid	
Penalties	

SECTION B - CONTRACTS

Regular Education Student Transportation Services.....	33
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SECTION C - SUBMITTAL

Exhibit A: Bid Submittal Format.....	38
Exhibit B: Transportation Need and Route Definitions.....	39
Exhibit C: Base Bid Proposal.....	43
Schedule I – Bid Form: Regular Education Student Transportation.....	44
Exhibit D: District Map and School Information.....	46
Exhibit E: 2026-2027 Draft SchoolCalendar.....	48

SECTION D - ATTACHMENTS

Bid Bond in the amount of ten percent (10%) of the value of the bid for the first year.....	51
Anti-Collusion affidavit of compliance (must be notarized).....	52
Proof of Insurability (with sample certificate of insurance).....	53
Hold Harmless Agreement.....	54
Certificate of Compliance with Illinois Drug Free Workplace (must be notarized).....	55
Certificate regarding Sexual Harassment Policy (must be notarized).....	56
Certificate of Eligibility to Contract (must be notarized).....	57

2025-2026 Regular Education Student Transportation Bus Routes – Under Separate Cover

INSTRUCTIONS TO BIDDERS

Student Transportation Services.

The District will accept bids for a three and/or five year contract for Student Transportation Services for the 2026-2027 through 2028-2029 or 2026-2027 through 2030-2031 school years. Bids shall only be accepted from companies authorized, certified and licensed to conduct business in the State of Illinois. The District is seeking services from a school transportation contractor(s) that are highly qualified and experienced. These specifications are for regular education student transportation services. Bidders may submit proposals for regular education student transportation services. The Board reserves the right to accept bids accordingly and is prepared to award responsive bids for regular education transportation services if it is deemed to be in the best interest of the District to do so.

Bid Preparation and Pre-Bid Meeting

There will be a mandatory Pre-Bid Meeting at the Administration Center on **Wednesday, February 11, 2026 at 10:00 a.m.** for the purpose of interpreting and answering questions on the bidding document. As a condition precedent to being considered for an award of the Contract, each bidder must attend the Pre-Bid Meeting through an authorized representative. During the time between the Pre-Bid Meeting and Bid Opening as defined below, Bidders shall not contact the District by telephone to inquire about the bidding process or any of the details contained in the Bid Package, except that each Bidder may confirm with the District that its bid was received by the District. These inquiries should be directed to Scott Beranek, telephone number 708-364-3312. Any other questions about this Bid Package or the bidding process that are raised between the time of the Pre-Bid Meeting and Bid Opening should be submitted in writing by email to Scott Beranek at sberanek@orland135.org prior to **4:00 p.m. Monday, February 16, 2026.**

Each Bid Form shall be completed *in its entirety*, along with the attached forms. Qualified, conditional, or incomplete bids are subject to rejection in whole or in part. Each Bid Form shall be signed and certified by the person(s) who would, in the event of a successful Bid, be legally authorized to bind the Bidder to the Bid. Bids submitted by corporations shall disclose that corporation's state of incorporation, and that corporation's seal shall be affixed thereto. The submitted Bid Form shall not contain any interlineations, alterations, or erasures.

Upon submittal of a Bid pursuant to this Bid Package, each Bidder acknowledges receipt of all Bid documents contained in the Bid Package, and all Addenda issued by the District. Upon submittal of a Bid pursuant to this Bid Package, each Bidder represents that he/she/it has thoroughly reviewed all documents in this Bid Package, including all Addenda, understands all terms, conditions, and provisions therein, and further represents that there are no discrepancies, inconsistencies, or vague or ambiguous terms in the Bid Package or Addenda, other than those of which the District has received written notification, if any. Bidders are not relieved of obligations due to failure to examine or receive documents or become familiar with conditions or facts of which the Bidder should have been aware and the District will reject all claims related thereto.

Bid Bond.

The bidder shall provide a certified check or a bid bond equal to ten percent (10%) of the value of the bid for the first year from a surety company with at least an "A" rating in Best's Key Rating Guide. If the Contractor refuses to enter into a contract with the district or fails to furnish the required performance bond hereunder, the amount of the certified check or bid bond will be forfeited as liquidated damages and not as a penalty. The bid bond must be valid for a minimum period of 90 days after the date set for opening the bids. Certified checks will be returned to unsuccessful bidders within ten (10) days following the bid award decision.

Notifications of Modifications or Amendments.

Any of the provisions set forth in this Bid Package may be modified or amended by the District in any way at any time prior to bid opening. Each bidder who obtains a bid package and intends to submit a bid in connection with this bid package is strongly encouraged to leave appropriate contact information with the District so that they may be notified in the event the District issues any Addenda to this Bid Package. The District will communicate any answers to questions or clarifications in written format to all registered bidders by **4:00 p.m. Friday, February 20, 2026** by email to the bidder's registered contact.

Bid Submittal.

One original and three copies of executed Bid Form(s), and all other documents required by this Bid Package for Bid submittal, shall be enclosed in a sealed, opaque envelope, and clearly addressed as follows:

DO NOT OPEN – SEALED BID FOR STUDENT TRANSPORTATION SERVICES

Attn: Scott Beranek, Director of Finance/CSBO

Orland School District 135

15100 S. 94th Avenue

Orland Park, Illinois 60462

The sealed proposals shall be delivered to the District Administration Center any time prior to, but not later than **10:00 a.m.** local time, on **Friday, February 27, 2026**. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered. Bids must contain the following:

- a. Signed bid documents, exhibits, and certificates
- b. Base Bid Proposal Form(s) Signed
- c. Bid Sheet Form(s)
- d. Bid Bond in the amount of ten percent (10%) of the value of the bid for the first year
- e. Proof of Insurability (with sample certificate of insurance)
- f. Hold Harmless Agreement
- g. Certificate of Compliance with Illinois Drug Free Workplace (must be notarized)
- h. Anti-Collusion affidavit of compliance (must be notarized)
- i. Certificate regarding Sexual Harassment Policy (must be notarized)
- j. Certificate of Eligibility to Contract (must be notarized)

Bid Opening

All bids will be opened, examined and announced at a public bid opening on **Friday, February 27, 2026** at 10:00 a.m. at the District 135 Administration Center. Bids must be completed in strict accordance with these Instructions to Bidders, submitted on the enclosed Bid Form, with all other required documents and instruments, including bonds and be received by the District at the Administration Center, located at the above address on or before the date of Bid opening, by 10:00 a.m. Bids may not be submitted by facsimile or electronically, and will not be accepted by facsimile or electronically.

Acceptance or Rejection of Bids and Award of Contract.

The Board of Education for District 135 reserves the right to waive any informality, all irregularities or defects in any or all proposals, the right to reject any and all bids, to accept bids in whole or in part and to accept any bid or bids which **in its opinion is/are in the best interest of the District. Any such decision shall be considered final.** The contract(s) will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided in accordance with proposed contract documents. In addition, the Board may consider quality of past performance, quality of supervision, training procedures and practices, general experience, ability to provide safety and comfort for the students, stability of service, ability to work cooperatively with the District and its administering adequacy of equipment, and such similar factors that the Board may deem relevant, including but not limited to reliability, reputation, competency, facilities, and resources. The Board reserves the right to reject any and all bids in whole or in part, and reserves the right to disqualify bids, either before or after bid opening, upon evidence of collusion or other illegal practice on the part of any one or more bidders.

Bids are Irrevocable.

Each Bid submitted pursuant to this Bid Package shall, upon submittal, be deemed firm and irrevocable for a period of 90 days after the date set for the bid opening. Within that time period, the District may, in its sole discretion, and in accordance with this Bid Package and the applicable procurement laws of the State of Illinois, award the attached contract to such bidder, regardless of whether that bidder has purportedly withdrawn, revoked or cancelled its bid, and regardless of whether that bidder refuses to execute the attached Contract.

No bid submitted pursuant to this Bid Package may be amended, corrected, modified, adjusted, withdrawn, revoked, or cancelled for any reason, including but not limited to error or miscalculation, unless such request is communicated promptly to the District in writing, and is received and reviewed by the District prior to the date of bid opening. Such bid shall not be deemed amended, corrected, modified, adjusted, withdrawn, revoked, or cancelled unless and until such requested amendment, correction, modification, adjustment, withdrawal or cancellation is acknowledged and approved by the District in writing.

Bidder Financial Statement and References.

A copy of the most recently audited financial statements of the bidder must be submitted with the bidder's proposal. The Board may inquire as to the financial stability of the bidder and may request financial references. Such information shall be provided by the bidder within 48 hours.

The dollar amount of the bid, the financial responsibility of the bidder, and the ability of the bidder to perform the contract, as well as quality of past performance, quality of supervision, training procedures and practices, general experience, ability to provide safety and comfort for the students, and stability of service, are primary concerns of the Board of Education in awarding the contract. Information should be included with the bid which will be responsive to these concerns and those set forth in the bid specifications found within these documents.

GENERAL TERMS AND CONDITIONS

Addenda:

If it becomes necessary or advisable to revise any part of this Invitation to Bid (ITB) a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. A bidder who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted. Bidders shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form. It is the responsibility of the Bidders to check to be certain they have any issued Addenda.

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 accordance with the specifications. Nonconforming bids may be rejected in whole or in part in sole discretion of the Board.

Option to Require Performance Bond. The District may, in its sole discretion, require Contractor to furnish a performance bond in connection with the Contract at Contractor's sole expense, and in accordance with 105 ILCS 210/0.01, *et seq.* If such performance bond is elected by the District, the District shall notify Contractor of this requirement, in writing, at least thirty (30) days prior to the first day on which Contractor is to perform services pursuant to the Contract. The amount of such performance bond shall be the Total Estimated Bid Price(s) as calculated in the attached Bid Form. Prior to the commencement of each school year within the Contract period, as may be modified or extended in the future, the District may require Contractor to furnish such performance bond in accordance with this Section, regardless of whether such bond was required in the previous school year or may be required in any future school year.

Compliance with all Laws

The Contract shall be governed and construed in accordance with the laws of the State of Illinois. 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 government unit or regulatory body, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Section, 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.

School buses and personnel 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 all policies, rules and regulations of the District, the State Board of Education, the Illinois Department of Transportation and, the State of Illinois Standards for School Buses, 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 without limitation 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 any other characteristic that is protected by applicable law, nor otherwise commit an unfair labor practice. The Contractor further agrees that this Section 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 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 the District with any such records requested by the District in order to timely respond to any FOIA request received by the District. The District 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 the school district and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the District in any way, the Contractor shall reimburse the District for all costs, including attorneys' fees, incurred by the District related to the FOIA request and records at issue.

By submitting a bid, the Contractor certifies that it is not ineligible for award of the Contract by reason of debarment for a violation of any of the above-referenced laws and regulations and 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 Section shall be cause for the District to terminate the Contract.

Contractor Fiscal Responsibility

To ensure good service and ability to replace old buses, the bidder must show a line of credit available from one or more banks and verification of that credit by an office of the bank. At a minimum, bidders must be able to provide evidence of financial credit or resources to purchase the fleet as described in these specifications. In addition, the District may require evidence that the successful contractor have 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, the District may inquire as to the financial stability of the Contractor and may request financial references. The Contractor shall provide such information within 48 hours. The bidder's financial stability will be a factor in determining the most qualified bidder.

Contractor Representations

The Contractor has represented with the submission of its Bid and hereby represents to the District 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) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the Contract in accordance with the Bid Documents and applicable laws.
- c. The Contractor acknowledges that the District 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 students for various school districts of comparable size.
- 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 the District subject to these Bidding Documents (i) have 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 the District.
- h. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to the Illinois School Code, a criminal background and investigation check. Such background checks will be conducted at the Contractor's expense and provided to the District, as well as a copy of all driver's licenses and permits.

Force Majeure

In the event the contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, flood, riot, war, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition beyond contractor's control, the District shall excuse the contractor from performance under this agreement. Notwithstanding the foregoing, if contractor is unable to provide the transportation services herein specified as a result of picketing, strike, lockout, labor dispute, or the bankruptcy or insolvency of the contractor, this force majeure provision shall not act to prevent the District from making a claim against the contractor's performance bond in accordance with the terms of this agreement, or from considering the Contractor to be in default and taking any and all actions it determines necessary or advisable to secure performance of the Contract and/or to obtain and collect any available damages.

Insurance and Indemnification.

During the term of the Contract, Contractor shall at its expense maintain insurance at or above the limits specified in the attached Specifications, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least forty-five (45) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached Specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then

apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them.

The Contractor shall indemnify, defend and hold harmless the District and its board members, officers, employees, and agents, free from any claims, suits, actions, losses or expenses (including attorneys' fees) which may arise from any accident, injury or death to any person or persons, or damage to any property, in the course of any performance of the Contract or any action or omission by the Contractor or its officers, employees or agents or caused by, arising from incident to, connected with or growing out of, either directly or indirectly, the operation of the buses under this Contract or the Contractor's performance (or lack thereof) under this Contract.

The Contractor expressly understands and agrees that any performance bond or insurance protection required in these Bid Documents, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend the District and its Board members, officers, employees, and agents, as herein provided. The District will accept no deviations from the indemnification language in this Section.

The Contractor's obligations under this Section shall survive and continue following termination of the Contract.

Appointment of counsel under the Contractor's duty to defend shall be subject to the District's approval. In the event that the Board of Education deems it in its best interest to retain its own legal counsel to defend the District against any suits, actions, legal proceedings, claims, and/or demands, the Board shall have the right to retain its own legal counsel and the Contractor agrees to reimburse the District for any cost reasonably so incurred in the defense of such suits, actions, legal proceedings, claims, and demands.

The cost of all policies required by this Section shall be reflected in the prices stated on the Bid Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs.

No Modifications

Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements. In accordance with Illinois law, once the bids are opened, such bids may not be modified in any way without the written approval of the school district. Any explanation or statement, which the bidder wishes to make, must be placed in the same envelope with the bid but shall be written separately and independently of the bid and attached thereto.

Preparation of Bids

All bids shall be completed with each space properly completed. The 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 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 documents, or be in doubt as to their meanings, the bidder shall advise the District representative listed 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 90 days after the bid opening.

Record Keeping

The Contractor shall keep complete and accurate records of the mileage for which the Contractor charges the District and of the reports which the Contractor prepares for the District pursuant to the Contract. The Contractor shall maintain such records as the 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 District. In addition, the Contractor shall provide detailed invoices monthly to the District.

The District shall have the right to audit the mileage records and examine the reporting records in a manner which does not unreasonably interfere with the conduct of the Contractor's business. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days of 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 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 District to conduct any audit.

The Contractor shall provide the School District with the names of all drivers who will be operating a vehicle requiring a school bus driver permit, and shall supply the School District with copies of the school bus driver permit of any person operating a vehicle that requires a school bus permit for the District.

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 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.

School District Ability to Investigate

The District will make such investigation as necessary to determine the ability of the bidder to fulfill bid requirements. Representatives from the District reserve the right to inspect the company's facilities and other transportation operations under its management prior to any award of the Contract at the expense of the bidder.

School District Reliance

In entering into a Contract with the Contractor, the District has relied upon the Contractor's representations, resume and financial condition letter submitted with the bid. The District recognizes that the bidder is an expert in the manner in which the work under the Contract is to be performed and expects bidder to perform all work in accordance with the standards required by such expertise.

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.

Assignment

This Contract may not be assigned or transferred by the Contractor without the written approval and consent of the Board of Education.

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 written approval of the Board having first been obtained. 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.

Tax Exemption

The District is exempt from Federal, State and Municipal taxes. The Contractor shall secure work permits (if any), fees and licenses necessary for the execution of the work. The Contractor shall not include taxes in its quotations, which the District is not subject to; such as, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

Termination of Contract by Reason of Default

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

In such notice, the District 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 the school district.

If prior to the date of termination stated in said notice, the District 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 the District does not so notify the Contractor that the defect has been cured, the District shall terminate the Contract without further action on the date of termination stated in the notice.

- c. The date of termination stated in the notice of intent to declare the Contractor in default, as provided in "b" above, may not be sooner than thirty (30) 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 the Board of the District terminates the Contract in whole or in part as provided in this Section, the Board may procure, upon such terms and in such a manner as the Board may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the Board 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.

Termination of Contract without Cause.

The District may at any time and after providing 60 days written notice to the Contractor, terminate its Contract without cause.

Miscellaneous

- a. Payments on any invoice shall not prevent the District 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.
- d. Any notices sent pursuant to the Contract shall be by certified mail, return receipt requested, addressed as set forth in the contract.
- e. No advertising in or on any bus will be allowed without the express written permission of the District.

BID SPECIFICATIONS

1. **Term.** The term of the Contract will be for three and/or five (3/5) years, beginning on the first day of the 2026-2027 school year and ending on the last day of the school term in the 2028-2029 and/or ending on the last day of the school term 2030-2031 school year. Subsequent to the initial term (3 or 5 yrs), the contract may be extended pursuant to the terms of Section 29-6.1 of the Illinois School Code (105 ILCS 5/29-6.1). The contract price for any extensions must be agreed upon between the parties by April 1 prior to the commencement of the extension in order for the extension to be valid.
2. **Number of Attendance Days.** The district projects a minimum of 174 days unless there is an emergency closing of schools due to weather, absence of utilities, etc. See Exhibit E, District's School Calendar for the 2026-2027 school year.
3. **Insurance.** The contractor shall purchase, pay for and keep in force such comprehensive general liability and property damage insurance, as well as automobile liability insurance policies as shall adequately insure the Contractor and the District and their officers, employees and authorized agents against loss in the following minimum coverage limits:
 - a. **General Liability.** Occurrence made policy with a \$1,000,000 medical expense, \$2,000,000 general aggregate. The Contractor's commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.
 - b. **Auto Liability.** Combined single limit of \$1,000,000 each accident.
 - c. **Umbrella Liability.** Occurrence made policy with \$11,000,000 aggregate limit. The contractor must provide the District with confirmation that the Umbrella or Excess Liability policy provides excess liability limits specifically over the General Liability and Auto Liability policies, for a total liability limit of \$11,000,000 per occurrence/accident.
 - d. Purchase Workmen's Compensation Insurance including Occupational Diseases, with Statutory Limits as provided by the laws of the State of Illinois.
 - e. The contractor must agree to indemnify the District for any applicable deductibles and/or self-insured retentions.
 - f. **Certificates of Insurance.** Provide Certificates of Insurance for all coverages. The certificate shall name Orland School District 135, its Board of Education, its officers, employees, and agents as additional insureds, on a primary and non-contributory basis, without regard to other insurance maintained by the District and shall provide for 45-day written notice to the District of material change or cancellation. The contractor's insurance policy must list the District as an additional insured by using endorsement CG 2010 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include: CG 2033 10 01 or CG 2026.

A completed copy of the additional insured endorsement must be attached to the certificate of insurance.

- g. The contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with the certificate of insurance and additional insured endorsement, evidencing that all insurance requirements have been met, prior to the commencement of work or use of the District's facilities.

4. Vehicles/Buses.

- a. Furnishing of Equipment and Personnel. The Contractor shall furnish all equipment and personnel sufficient to fulfill student transportation requirements of the District as may be designated under the Contract and so that no service request is denied nor will any service be sub-contracted.
- 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. All buses placed in operation by the Contractor, under this Contract, shall be owned by the Contractor, or if not owned, the Contractor shall furnish the District with a statement setting forth the name and address of the owner of each bus. Sufficient standby buses shall be available and maintained in good working condition and shall be used in the event any buses regularly transporting students shall be inoperable. Contractor shall keep enough stand-by equipment available to assure that uninterrupted service can be provided in the event of mechanical breakdowns.
- c. Condition of Buses. 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.

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

The average age of the Contractors bus fleet will not exceed eight (8) years. The maximum allowable age for any single unit is twelve (12) years old. This includes replacements for contract vehicles that may be out of service due to mechanical failure or accident damage.

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

- (i) All front and rear tires must have an appropriate amount of tread and be at the correct inflation at all times.
- (ii) The water, oil, tire pressure, tire conditions, and lights will be checked at least weekly by a transportation garage employee, and kept at the appropriate levels at all times, 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 kept at the appropriate levels at all times, and a log will be kept.
- (i) All buses shall have floors swept and cushions cleaned as may be required to provide clean buses for each day of service.
- (v) The District may require the Contractor to disinfect bus interiors to decrease the potential of infectious diseases. All interior walls and ceilings shall be cleaned as necessary in conformity with good housekeeping. Any obscene and abusive writings or markings shall be immediately removed.

(vi) Each bus exterior shall be washed at least once a week, weather permitting.

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

d. The District will not be responsible for financing, holding title to, or licensing any vehicles

e. If any bus or other equipment owned or used by the Contractor is not in full compliance with all statutes, regulations and specifications or this Contractor becomes inoperable, unstable, or unsafe in whole or in part, or is in need of repair or is declared unsatisfactory or unsafe by any duly authorized governmental body or agency of such body, it shall be replaced by Contractor without claims for adjustments to per diem or per trip charges, or other claims under this Contract.

f. Inspection.

(i) The Contractor shall ensure that all vehicles used in the completion of the Contract will comply with all applicable laws and regulations concerning inspections and operations. The Contractor shall have the responsibility of keeping up to date with regard to all safety and bus modification regulations. As safety and bus modifications become law, the Contractor shall, at its sole cost, make all modifications as required by state and federal laws. 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. The cost of said inspection 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 the school district 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. All buses may be inspected from time to time by the District or its designee with or without notice to the Contractor and the District or its designee may be accompanied by such other persons as the District deems appropriate. In addition maintenance records on each vehicle shall be made available to the District to its designee upon demand.

(ii) The Contractor shall be solely responsible for the safety and reliability of all vehicles used in the performance of this Contract, and shall be solely responsible for making sure that all such vehicles comply at all times with all applicable safety, maintenance and operation standards.

(iii) Each driver shall complete a Daily Pre-trip Inspection Sheet as required by Illinois law and/or regulations and/or the District and maintain such records for the review of the District at least every six (6) months or as more frequently required by Illinois law and/or regulations.

5. Equipment.

a. **Radio Communication.** All buses shall be equipped with a **two-way radio communication system**, to the satisfaction of the District, 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. Upon request, the Contractor shall provide the District's Director of Finance/CSBO with the means to

monitor two-way communications between buses operating the District's routes and dispatch and supplied with a communication device that will directly communicate with both drivers and terminal personnel. The driver shall test the two-way radio and ensure that it is functioning properly before operating the bus. **Push-to-talk cellular equipment will not be considered compliant with this requirement.** An adequate number of spare communication devices must be available so that no bus is ever without communications capabilities while transporting students.

- b. All buses are to be equipped with engine block heaters and electrical plug-ins for winter starting. The Contractor agrees to take the necessary measures to ensure that buses will be in operable condition during the winter; and each bus shall comply with the state law with respect to heating requirements and inside temperatures.
- c. **Video Cameras.** All school buses transporting District 135 students will be equipped with a digital video camera and recorder of a type and model approved by the District. All such cameras and recorders will be kept in good working condition by the successful vendor. Every such camera must be in operation whenever the bus is used for transportation of students. Contractor is responsible for securing and cataloging all media used in recording process. There shall be sufficient capacity for each day's run of the bus to allow for retention by/for the District for a length of time that is in compliance with the District retention policy of 30 days. Failing to provide a working video recording of any routes will be considered to be a breach of contractual duty. At the district's sole discretion, as liquidated damages, the contractor may be subjected to a penalty and required to forfeit a portion of the charges related to any bus route where the video recording is not available. The district may also pursue all other remedies available under the law.

Notice of recording shall be displayed on the exterior entrance door and front interior bulkhead as required by Illinois law. The recordings are confidential and must be placed in a secured location with restricted access. Recordings are to be held for safe keeping by contractor for a period that is in accordance with the District retention policy. After such period, recordings are to be properly disposed.

- d. **GPS Technology.** All buses must be GPS equipped and enabled using a GPS system of the District's choice that coordinates with District's needs and provides for GPS tracking for every bus. The GPS System must also provide detailed information reports that include, but are not limited to; stop and arrival times, bus speed and the status of the route. The successful bidder/contractor is responsible for maintaining and repairing the GPS equipment and software, including the full cost. The contractor is responsible for insuring that the system is accurate on a daily basis. If there is a replacement bus for a particular route, the GPS software must immediately be updated to reflect the change. A contractor will be expected to provide for a GPS solution that has the capabilities to track buses, subject to the approval of the District.
- e. If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present the District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on-site for use by the Contractor for performance of the Contract at least fourteen (14) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within thirty (30) calendar days after the District's notification to the Contractor of the approval of the District's award of the Contract.

- f. Upon the request of the District, the Contractor agrees to demonstrate its equipment to the District. Maintenance records on all vehicles shall be available at the District's request.
- g. **Safety Related Technologies.** The Board of Education is requiring technologies to assist in providing for the safe operation of District Transportation Services. To that end, the District is requiring technologies such as Automated School Bus Stop Arm Enforcement and Student Tracking Equipment.

6. Required Information Related to Buses.

No later than July 1, 2026, and by July 1 of each year thereafter during the term of the Contract, including any extensions thereof, the Contractor shall provide the District with the following information on all vehicles to be used in the transportation of students:

- a. Make, model, year and serial number.
- b. State license number, municipal vehicle sticker number and safety inspection sticker number.
- c. Capacity of vehicle.
- d. Ownership of vehicle.
- g. Vehicle maintenance history and past safety inspections.

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.

7. Facility and Dispatching Operations.

a. Office Space and Maintenance Facilities

The Contractor shall provide bus repair, maintenance facilities and storage for the District's current bus fleet and any replacement buses. The Contractor shall purchase, furnish, and supply all lubricants, replacement parts, greasing, cleaning, washing, and such repairs as necessary to keep the buses in a good and safe operating condition at all times. The fully operational facility shall (at a minimum) be paved, fenced, lighted, have facilities for employees and staff as well as have fuel tanks with sufficient storage capacity. The Contractor will have a fully operational building and garage as evidenced by having an occupancy permit issued by the appropriate authority.

If the Contractor does not have adequate office space and maintenance and storage facilities at the time of award of the Contract, the Contractor shall include with its bid a certified statement from a responsible supplier showing that firm arrangements such as a lease or intent to lease or real estate sale agreement have been made for obtaining the required facilities for use by the Contractor for performance of required services. Due to the potential reliability of service issues on overnight scattered site vehicle storage and the critical relationship to the needs of transportation of students in an emergency, the District requires the transportation service provider to have a bus terminal site within **District boundaries or a Ten (10) mile distance thereof**. All buses used for the transporting of District students shall be stored in said facility.

b. 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 the school district. The Contractor shall maintain telephone and text messaging communication with the District's Transportation Office and the Contractor must man telephones during the time students are being transported. Cell phone numbers and text messaging addresses must be available to the District 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 District's routes has completed said routes. The dispatcher shall be responsible for knowing the location of all the routes and buses at all times.

PERSONNEL REQUIREMENTS

1. General.

The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of the District as specified herein. All drivers and other personnel required by the Contract shall be employees of Contractor and shall not be held or deemed in any way to be an agent, employee, or official of the School District, and all expenses and obligations associated with employment of said persons shall be born by the Contractor and not the School District. In the event any employee(s) or group(s) of employees or other third parties are asserted to be co-employees of the Contractor and the District, the District shall be entitled to contest said assertion with counsel of its own choice. The cost of such counsel shall be reimbursed by the Contractor. Any additional costs, expenses, judgments, or awards that result there from shall be paid by the Contractor and shall be its exclusive responsibility and shall not be subject to reimbursement. The District requires a minimum level of management, supervisory, and technical personnel. At a minimum, in addition to qualified drivers, the Contractor must employ the following full-time personnel to service the District:

- a. Transportation Manager
- b. Assistant Manager/Safety Coordinator
- c. Dispatcher
- d. Route Coordinator

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

The transportation manager and/or the assistant manager must be on duty between 5:30 am and 5:30 pm on every day during which any students are transported pursuant to the Contract.

Criminal background investigations, as required by the Illinois School Code, shall be required for every employee of Contractor who comes in contact with any District student. Contractor shall not permit any of its employees, drivers, contractors or agents to perform any work related to the Contract whose criminal or other background would prohibit them from working with children under Illinois law or who have criminal convictions or engaged in other conduct which calls into question such individual's fitness to be in the vicinity of children.

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

The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent Contractor furnishing transportation services for the District.

2. Drivers.

- a. The Contractor shall be highly selective in the hiring of drivers. Drivers shall be persons of ability, moral character, integrity, stable personality, and fitness, who are acceptable to the District. Contractor shall not permit any person to operate a school bus when used for a purpose that requires a school bus driver permit if the person has not complied with the provisions of Section 6-106.1 of the Illinois Vehicle Code or such other rules and regulations as the Secretary of State or the Illinois State Board of Education may prescribe for the classification, restriction, or licensing of school bus driver permit holders. All drivers shall be required at all times to have all required permits and licenses, and Contractor shall notify the District immediately of any license or permit suspension or revocation. The Contractor will provide its disciplinary protocols to the District and continually update the District on any investigation it performs of any driver, including providing relevant video footage immediately at the District's request. The District reserves the right to require the removal or transfer of any driver as determined solely by the District and the Contractor shall immediately comply with the District's request.
- b. While transporting students, buses shall not be operated by any person other than a licensed school bus driver meeting all requirements for drivers as set forth by the Illinois State Board of Education and the Illinois Secretary of State.
- c. The District 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 coming into contact with students must be able to communicate effectively in English both verbal and written. The Contractor will not allow any person to drive a school bus whose conduct might in any way expose any student to any impropriety of word or conduct or who at the time is not in a condition of mental and emotional stability.
- e. Drivers shall not use or operate cell phones or use any electronic devices while transporting, loading or unloading 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 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 School district representatives.
- h. The Contractor shall maintain a sufficient number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent, equal to at least 10% over the regular scheduled drivers for daily routes.
- 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 the District.
- j. Drivers shall not use indecent language, alcohol, illegal drugs, weapons, and shall not smoke or play music on the bus or on School District premises, nor permit students to smoke or cause disturbances on the bus. Contractor shall not permit any vehicle to be operated by a driver who is under the influence of alcohol or narcotic drugs or any drug, which would adversely affect the operation of the vehicle.
- k. Drivers shall be neatly attired and wear an easily-viewable identification badge on the outer most garment at all times when performing services for the District. Behavior and communication shall be appropriate at all times.
- 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.
- 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 the District Transportation Office.
- n. The Contractor shall notify the District 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 the District with a copy of its drug testing policy for drivers, a listing of the District's assigned bus drivers, including standby drivers. In addition, the Contractor will submit new driver information to the District prior to the driver start date. The following information for all drivers involved in the Contract under employment of the Contractor will be available to the District one week prior to the beginning of each school year. All costs relating to licensing, background investigations, employment and drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor. The Contractor shall have these materials at the ready for each driver and the District may review this material upon request.
- p. All substitute drivers will be provided with a portable GPS device with turn-by-turn directions.
 - (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) Evidence of freedom from tuberculosis.
- (vii) Proof of age.
- (viii) Proof of drug testing.
- (ix) Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check.
- (x) First aid certificate.
- (xi) Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
- (xii) Name of any driver that is ticketed and/or arrested during the term of the Contract.
- (xiii) Updated Motor Vehicle Reports (MVR).
- (xiv) Documentation of training in Blood Borne Pathogen Training.

- q. The responsibility for hiring and discharging personnel in respect to all the foregoing shall rest entirely upon the Contractor, and the Contractor must agree that it shall enter into no agreements or arrangements with any employee, person, group, or organization which will in any way interfere with the contractor's ability to comply with these requirements.
- r. The District reserves the right to assign any of its personnel to ride on a bus operated pursuant to this Contract.

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 the school district. Presentations are intended to include information about the unique needs of the school district's students. One meeting for shall occur before the start of the school year and one meeting after the first of the year at a mutually agreed upon location. The District 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. All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor as requested by the District and/or the Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.
- c. 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 the District.

QUALIFICATIONS FOR BIDDERS

Bidders must have a minimum of five (5) years' experience providing regular and/or special education student transportation services (depending on proposal) in grades K through 8. The transportation manager of the Contractor must have a minimum of five (5) years' experience in pupil transportation management in Illinois.

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

1. Name and address of the operating company.
2. Name, cell phone number, and address of supervisory management and dispatcher that will be directly responsible for District's transportation services.
3. Address, phone number and specific responsibility for supervisory management. Include detailed resumes, with experience, educational background, and references for each.
4. The District reserves the right to interview and have final approval of the transportation manager, assistant manager/safety coordinator, dispatcher and **route coordinator** assigned to the District. No changes shall be made without notice to and consent of the District.
5. The transportation manager, assistant manager/safety coordinator, dispatcher and **route coordinator** and all drivers are employees of the Contractor and under no circumstances are to be considered employees of the District. Contractor shall provide timely notice to the District when a member of the Contractor's management team that deals with the District is no longer employed by the Contractor or no longer assigned to the District's account.
6. Duration and extent of experience in the operation of educational transportation services.
7. A list of similar operations and locations where the Contractor is operating in other school districts. Give length of time, name, address and telephone number of contact person for each operation.
8. A list of **all** contracts lost in the last five years, along with a brief explanation of why the contract was lost.
9. A list of names of all the owners of the company or principals of the corporation.
10. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract.

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 the District will be assured of this continuous and reliable service. It is the driver's responsibility to ensure a safe environment during the transportation process.
2. It shall be the driver's responsibility for maintaining appropriate discipline. Corporal punishment may never be used by a bus driver or other employee of the Contractor. Incidents of inappropriate behaviors should immediately be reported in writing using a Bus Conduct Report to the Transportation Office of the District. 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 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 the District.

All problems dealing with student safety and discipline that are beyond the driver's immediate ability to solve should be reported to the District Transportation Office.

3. 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.
4. 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.
5. All vandalism damages to the Contractor's equipment, fleet or facilities will be the responsibility of the Contractor. The school district will assist the Contractor in seeking restitution for malicious damage. The Contractor shall report to the District's Transportation Office all known pertinent information regarding incidents of vandalism including date, route and, if possible, name of the student.
6. While transporting students, drivers shall not leave the vehicle unattended.
7. Unless otherwise agreed to in writing by the District or as required by Illinois law, drivers shall not be permitted to transport their own children on a bus unless the child is enrolled in the school district 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, the District reserves the right to have an authorized District 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 buses operated for the District must be a alcohol and smoke-free environment.
11. Buses will not be fueled while students are on board.

12. All buses are to be checked at least one 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 bus, the school bus driver shall at the end of each route, work shift, or work day, walk to the rear of the bus and search the bus for children or other passengers in the bus, lost belongings and damage to property. The driver shall activate the interior lights of the bus to assist the driver in seeing in and under the seats during a visual sweep of the bus.

SERVICE REQUIREMENTS AND CONDITIONS

1. School Calendar. All transportation will be in accordance with the District 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. The school calendar for the 2026-2027 school year is attached hereto.

By April 1st or soon thereafter of each year of the Contract, the District shall furnish the Contractor with a tentative calendar for the following year. Subsequent changes to the District's calendar will be furnished to the Contractor in a timely fashion.

2. Pick Up and Delivery of Students.
 - a. Students will be picked up and delivered to the same location unless directed otherwise by the District Transportation Office. No change in place of pick-up or drop-off for any student shall be affected without notice to and approval from the District Transportation Office.
 - b. Students are to be delivered to school no earlier than fifteen (15) minutes and no later than ten (10) minutes prior to the start of the school day unless other arrangements are mutually agreed upon between the Contractor and the District. Buses shall be scheduled, when possible, to arrive at the schools no less than ten (10) minutes prior to dismissal and shall depart as soon as all students have boarded the bus. Drivers shall not leave bus stops (student loading areas) prior to the scheduled time of departure. The Contractor must contact the District Transportation Office when routes are ten minutes or more late. Bus drivers shall not drop off a kindergarten student unless a parent or adult approved by the parents is present to accompany the student. Bus drivers shall not deviate from the set routes or negotiate with parents regarding routes.
3. Display of Route Number. The Contractor shall display on each bus a clearly visible color-coded route number or a numbering device on the side window next to the front door and provide updates as necessary.
4. Designated Students. Only pupils designated by the District 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 the District's Supervisor of Transportation. The District will advise the Contractor regarding specific guidelines for ridership.
5. Adds and Drops. The District 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 the third business day following notification from the school district.

6. No Vehicle Transfers. No student will be transferred from one vehicle to another while en route to or from school without the express permission of the District Transportation Office. Should the need arise to transfer students due to a breakdown or an accident a District Administrator(s) will respond to the location and facilitate the transfer. In the event the bus is transporting students to destinations that are out of the district boundaries transfer decisions will be made on a case by case basis based on the distance and the jurisdiction of the location.
7. Vehicle Break Downs. If during normal school hours a bus breaks down or cannot be safely or legally operated, another bus will be brought to the driver within fifteen (15) minutes of the occurrence of the breakdown. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall also notify the District Transportation Office by phone. The District shall provide annually a list of the school district contacts to the Contractor. Any transfer of students will be done in accordance with District protocols (see #6 No Vehicle Transfers). The contractor shall keep a current report of all bus breakdown including the nature if the mechanical failure and make the report available to the District upon request.
8. Accidents. Orland School District 135 has collaborated for many years with police and fire first responders on a school bus accident response protocol. This protocol, for all bus crashes regardless of severity, will be strictly adhered to by the contractor who will be expected to provide full cooperation in the support of this protocol. The protocol involves the contractor dispatching a replacement bus and driver to complete the route or transport students once all occupants are assessed by paramedics. Students are not transferred to replacement bus until a District Administrator arrives, unless so directed by fire/police or exigent circumstances in the interest of safety.

In the event of an accident where the driver is in part or in whole responsible for the accident, the contractor will be expected to fully comply the State Mandate of testing the driver under the Implied Consent Statutes. Should any accident occur involving a bus assigned to the school district, with or without students on board, the Contractor will immediately notify the District Transportation Office and follow the established accident procedures.

All accidents will be documented in writing and forwarded, including any police reports, to the designated representative from the District within twenty-four (24) hours of the occurrence. Follow-up written reports stating corrective action taken shall be submitted within ten (10) school days after the occurrence.

The District shall reserve the right to inspect any vehicle involved in any accident. However, the Contractor acknowledges that such inspection by the District shall not be a substitute for or in any way relieve the Contractor of its sole responsibility to inspect all vehicles and maintain such vehicles in proper condition and repair. If there is any question of safety, the District also reserves the right to have that vehicle eliminated from further service pending an inspection by a mechanic or safety expert of the District's choice. 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 the school district's Director of Finance/CSBO, or designee and shall provide the required transportation within 15 minutes after the school district's request. The Contractor shall not receive additional compensation for operation during emergency closings. Emergency procedures are reviewed each year by the District Superintendent and/or designee and the Contractor before publication to schools and parents. The

Contractor will work with the District to create an emergency plan describing the actions the driver will take should a bus accident occur.

The Contractor will work with the District 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. Evacuation Drills. During each school year in which the Contract is performed, Contractor shall arrange with each principal of each school within the District that utilizes Contractor's services under the Contract for two (2) school bus evacuation training drills, one during fall semester and one during spring semester. All students shall be permitted by Contractor and required by District to participate in the drills. The cost of all drills shall be included in the prices stated in the attached Bid Form, and Contractor shall not be entitled to any additional compensation for conducting such drills. Each drill shall be conducted by Contractor during school hours and jointly supervised and executed by Contractor and the District's administration. Immediately after each drill, Contractor shall certify in writing to the District the date on which the drill was held, the school(s) participating in that drill, and a description of that drill.
11. Service Interruption. In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, the District shall maintain the right to secure and substitute other transportation services.

If the cost of the substitute transportation services are 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, provided, however, that the District may, at its discretion, elect to make a claim for any such difference against the Contractor's Performance Bond.

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

12. Postponement or Cancellation of Bus 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 the District's Superintendent or designated representative whether the buses can be operated safely prior to 5:00 a.m.

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

The District reserves the right to change routes and/or route times as determined by the Superintendent or designated representative.

13. Management Review Meetings. The District reserves the right to call quarterly management review meetings between the Contractor's senior management and the District to review ongoing operational performance. Contractor shall assist the District in completing all reports as may be required by the Board of Education and/or any county, state, or federal agency or department.

ROUTES AND SCHEDULES

Development of Routes. **The District's regular transportation routes for the 2025-2026 school year are attached hereto for the purpose of allowing bidders to submit bids in accordance with said routes. These routes, while subject to change as set forth herein, are illustrative of the District's regular transportation needs.** The Contractor, with cooperation from the District, shall be responsible for the establishment of and maintenance of all bus routes. These will be set up according to established District policy for the length of ride, location of stops, and walking distances. 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 the District agrees in writing to such disclosure. All schedules and routes are subject to approval by the District. Final determination of the routing rests with the District. The Contractor will supply the District 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. All schedules and routes should be developed utilizing a transportation software solution approved by the District. **Currently, the District uses the route planning solution from Tyler Technologies, know as Traversa. A contractor will be expected to provide for a solution that is equal to the capabilities, subject to the approval of the District**

2. Establishment of Routes. Preliminary routes shall be established no later than July 31 of each school year. Final routes shall be established no later than the Wednesday prior to the first student attendance day each school year. After schedules are established, the Contractor shall insure that all buses will meet the schedules in order to avoid disruption at the student's home and at each school. The District will be informed of the method for driver assignment to routes and the method will be subject to the approval of the District.
3. Changes to Routes. Out of necessity, many students are 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 the District. The Contractor shall attempt to minimize the costs to the District 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. The District retains the right to reduce/increase the number of routes.
4. Recommended Changes. The final established bus routes will be followed exactly by the bus driver. Any changes that are presented to a driver by a parent or member of the community will be referred to the District for a decision. Any changes the driver feels should be made for convenience must be approved by the District.

5. Route Sheets. Upon the establishment of all routes in the summer/fall of each year, and the approval by the District, the Contractor will supply the District with route sheets, within the first week of the month of August prior to the opening of school. Route sheets must indicate the route number, the name of each student riding the route, the pickup time for each student, and the time each student is dropped off after school. A full updated set of route sheets will be provided to the District upon request and, if requested by the District, shall be provided in an electronic format. Decisions involving the amendment of a route will be done only with the approval of the District.
6. Ridership Reports. The Contractor shall submit to the District on an “as requested” basis a Ridership Report covering one 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 entering the vehicle at each pick-up point 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 the District 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. District start and ending times; and
 - e. District calendar
8. Dry-Runs. At Least seven days prior to the first day of school each year, the Contractor shall, on the date and time prescribed by the District, conduct a “dry-run” of all routes and provide the District with evidence of the same. The driver assigned to the route shall perform the dry-run. All dry-runs will be accomplished at no cost to the District. Each time a new driver is assigned to a route the newly assigned driver shall dry-run the route. The dry-run will not be required for standby drivers who cover a route for the regularly assigned driver, unless requested, in advance, by the District.
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 each school district.

CHANGE OF BUS SERVICE REQUIREMENTS

1. Whenever bus transportation requirements change to the degree that readjustments of existing routes and schedules do not permit transportation without overcrowding, the Contractor shall provide additional buses as may be required. Except when the adjustment of existing routes and schedules should have reasonably been contemplated by Contractor's bid, these additional buses shall be furnished at the same per-year cost as stated in the unit price bid per bus, and shall be pro-rated to the extent utilized and for the unexpired portion of the school year. The school year shall be defined as the number of days that children are in attendance.
2. If transportation requirements should change to the degree that an entire bus(es) need no longer be utilized, costs shall be adjusted in the same manner as indicated in the paragraph above, and payments shall be made only for the days of utilization of such bus(es).
3. Absolutely no increase or decrease in the number of buses utilized shall be made without prior written approval from the District's designee. The effective date of any increase nor decrease in transportation services shall be mutually agreed upon by the Contractor and the District and be included as a part of the written approval for the Contractor to make a change in services.

AWARD OF BID

1. The District will only award one contractor as a result of this bid package.
2. An award, if made, will be to the lowest responsible bidder meeting the specifications as determined by the Board of Education that provides the lowest price in the aggregate or we can award this contract separately for the different routes for Regular Transportation based on lowest responsible cost for the District.
3. The District shall consider the bidder's safety record, recommendations, equipment, safety and comfort of the pupils, stability of service (which consideration shall be based on, without limitation, the Bidder's experience, past performance, years of providing regular student transportation, training procedures and practices, reliability, reputation, competency, and financial stability, facilities, and resources), and any other factors set forth in these Bid Documents regarding quality of service.
4. All bid prices on contract specifications must be firm for the 2026-27, 2027-28, 2028-29, 2029-2030, and 2030-2031 contract year periods. Bids for the optional fourth through tenth year or sixth through tenth years may be either firm or based on negotiations. If the fourth through tenth years or six through tenth years are based on negotiations, the cost to the District, under such negotiations, shall in no event exceed the lesser of 5% or the year to year percentage change for the consumer price index of the U. S. city average, for all urban consumers, all items, that occurred in the second preceding calendar year before the contract year being negotiated.
5. The Board of Education reserves the right to reject any or all bids received whenever such rejection is in the interest of the District 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.

6. In addition to price, the following qualifications will be considered by the school district 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 any other school district 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.
 - k. The compliance by the Contractor with laws, ordinances and policies.
 - l. Such other information as may be secured by the school district that bears on the decision to make the award.
 - m. Whether the Contractor has an adequate number of supervisors, buses, and drivers to provide the service.

PENALTIES

1. The Contractor selected agrees that the highest standards of delivery service are expected to be provided to the District at all times during the term of the Contract.
2. The District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of the Contract. By accepting the Contract, the Contractor agrees that in the event of the specific service violations listed below, that sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.

Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided that the Contractor provides reasonable notice to the District's Transportation Office of the event and the Director, in his or her discretion, determines that the Contractor's reason for the service violation is valid. The Director will utilize current service expectations when assessing penalties.

- a. Late AM drop-off at school program site after 7:20 a.m. (Grades K-2), 7:45 a.m. (Grades 3-5), and 8:22 a.m. (Grades 6 – 8), **\$100 per occurrence.**
 - b. Late PM arrival at school site after 1:55 p.m. (Grades K-2), 2:25 p.m. (Grades 3-5), and 3:10 p.m. (Grades 6 – 8), **\$100 per occurrence.**
 - c. Late pickup for activity bus routes (athletic; field trips; etc.) later than 15 minutes than scheduled departure time and/or late drop off for activity bus routes (athletic; field trips; etc.) later than 15 minutes than scheduled arrival time, **\$100 per occurrence.**
 - d. No service to or from a regularly scheduled route. **\$300 per occurrence**
 - e. Leaving a child on a bus after the Contractor has completed the last stop, **\$10,000.00 per occurrence.**
 - f. Camera system non-operational: **\$500 per occurrence**
 - g. Bus GPS system non-operational: **\$300 per occurrence**
 - h. Student tracking app non-operational: **\$1500 per occurrence**
 - i. Buses running behind schedule by 10 minutes or more, a push notification via student app must be sent before scheduled pick up/drop off times: **\$100 per occurrence.**
3. If the District must hire the service of others because of the failure of the Contractor to provide any service under this Contract, the District may charge the Contractor the cost incurred by the District for substitute service (not to exceed 150% of the amount the Contractor would have been paid for such service if the Contractor had performed the service).

Should the District be required to perform or obtain substitute services that the Contractor should have performed but was unable or unwilling to perform, the District will be entitled to receive from the

Contractor either reimbursement from the Contractor or credits against amounts owed by the District to the Contractor, as the District may choose.

SECTION B

CONTRACTS

BUS TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of ____, 2026, by and between the Board of Education of Orland School District 135, Orland Park, Cook County, Illinois hereinafter called "DISTRICT," and ____, an Illinois corporation located at ____, IL ____, hereinafter called "CONTRACTOR"

WITNESSETH

WHEREAS, DISTRICT has selected Contractor to provide Regular Education Student Transportation Services described herein;
and

WHEREAS, CONTRACTOR desires to provide such services;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

1. BID SPECIFICATIONS

CONTRACTOR shall provide Regular Education Student Transportation Services to the DISTRICT in accordance with the Bid Specifications, which are attached hereto and incorporated herein, as well as in accordance with all other exhibits attached hereto and incorporated herein. The Bid Specifications, which include the Instructions to Bidders, General Terms and Conditions, Bid Specifications, Personnel Requirements, Qualifications of Bidders, Safety and Discipline, Service Requirements and Conditions, Routes and Schedules, Change of Bus Service Requirement, Award of Bid, Penalties, and all exhibits thereto, as well as the CONTRACTOR'S bid proposal and this Agreement (collectively, the "Contract Documents") shall constitute the full and entire Agreement for the services contemplated hereunder.

2. COMPENSATION

In consideration for services provided in the Bid Specifications, DISTRICT shall pay to CONTRACTOR all sums due and owing and calculated in accordance with the rates set forth on the CONTRACTOR'S bid proposal attached hereto.

3. TERM

The Agreement shall be for three (3) consecutive school years, commencing July 1, 2026 August __, 2027

The Agreement shall be for five (5) consecutive school years, commencing July 1, 2026 August __, 2027

The Agreement may be renewed thereafter as set forth in the Contract Documents and as allowed by applicable law.

4. ASSIGNMENT

The services contemplated under this Agreement are deemed to be in nature of personal services. CONTRACTOR shall not assign this Agreement without prior written consent of DISTRICT. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

5. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between CONTRACTOR and DISTRICT, CONTRACTOR shall be construed as being an independent contractor employed to provide transportation services only; the personnel records of CONTRACTOR shall not be held or deemed in any way to be the records of DISTRICT or to become the records of the DISTRICT during DISTRICT examination of the records. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of DISTRICT. CONTRACTOR shall be responsible for, and hold DISTRICT harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

6. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois. All references in this contract to the "STATE" shall mean the State of Illinois.

7. SAVINGS CLAUSE: INTENT

In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the parties hereunder shall cease and neither shall have recourse against the other. This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than CONTRACTOR and DISTRICT. No other party other than CONTRACTOR and DISTRICT, or their authorized successors or assigns, shall have any right or standing to enforce, or to pursue legal action to enforce this Agreement.

8. EXTENSION AND MODIFICATION

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties, in accordance with applicable law.

9. ENTIRE AGREEMENT

This Agreement, the Bid Specifications published by the DISTRICT, as identified above and attached hereto, and all exhibits, set forth the entire agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained in this Agreement, the Bid Specifications published by the DISTRICT and the exhibits.

10. PRESENCE OF CHILD SEX OFFENDERS ON SCHOOL PROPERTY

CONTRACTOR acknowledges that, pursuant to the Illinois *Criminal Code* (720 TLCS 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 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. 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. CONTRACTOR shall ascertain that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify CONTRACTOR if they have been convicted of a sex offense restricting their presence on school property. CONTRACTOR will then provide appropriate and immediate notification to DISTRICT. DISTRICT reserves the right to request the removal from the project of any person, including, but not limited to, employees of CONTRACTOR and subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the CONTRACTOR or subcontractor.

11. ALCOHOL AND TOBACCO USE PROHIBITED

In accordance with state and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.

12. CONFLICT OF TERMS

The Bid Specifications are attached hereto and incorporated herein in their entirety as if fully set forth. In the event there is a conflict of terms among the Contract Documents, this Agreement shall control. If there is a conflict of terms between the Bid Specifications and Contractor's bid proposal, the Bid Specifications shall control.

13. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, rules, regulations and ordinances applicable to the services provided hereunder and, in addition to all other obligations of CONTRACTOR required hereunder, CONTRACTOR shall indemnify, defend and hold DISTRICT harmless from any loss, cost or damages incurred by a violation of this paragraph.

14. TERMINATION FOR CONVENIENCE

The District may, at any time upon one hundred twenty (120) days written notice, terminate the Agreement in whole or in part for the DISTRICT'S convenience and without cause. Termination by the DISTRICT under this paragraph shall be made by a notice of termination delivered to the CONTRACTOR specifying the extent of termination and the effective date.

15. INDEMNIFICATION AND INSURANCE

The Contractor agrees to indemnify all Indemnified Parties as set forth in the Bid Specifications, and to obtain and at all times maintain the required insurance at the required levels as set forth in the Bid Specifications.

18. BID PRICES AND PAYMENT

The CONTRACTOR shall provide the required goods and or service described in the Bid Specifications for the prices quoted on the Bid Form.

19. NOTICES TO PARTIES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail. Return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO:
Mr. Scott Beranek
Director of Finance/CSBO
Orland School District 135
15100 S. 94th Avenue,
Orland Park, IL 60462

Notices to CONTRACTOR shall be addressed to:

Either DISTRICT or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement i
duplicate the day and year first hereinabove written.

Contractor Name:

By _____
(Signature of Officer)

Title _____

Date _____

Subscribed and Sworn to before me this _____ day of _____ AD, 2026

(Notary Public) My Commission Expires: _____

Orland School District 135

By: _____ Date: _____

BUS TRANSPORTATION AGREEMENT

SECTION C
SUBMITTAL

Exhibit A

ORLAND SCHOOL DISTRICT 135 Student Transportation Services

Bid Submittal Format

Bids should be submitted in the format found below. One original and three (3) copies of your bid are required for submittal.

Section 1 – Project Summary

Overall Project Summary - Provide a written summary of the services to be provided as described in the bid package. The summary should be detailed adequately to demonstrate the contractors' understanding of the scope of services that is expected by Orland School District 135 and how you will meet those expectations and initiate services shortly after July 1st start of the fiscal year.

Section 2 – Executive Summary

Provide a description of the company history and experience in student transportation services. Please include names of all owners of the company or principals of the corporation.

Section 3 – Contact Information

- Organizational Chart for the local office that will provide services
- Location of facility for bus storage and maintenance
- Staff names for the office and garage to service the District
- Provide description of experience of key individuals as required in bid package
- Describe process for resolution of issues from client

Section 4 - References, Certification Forms and Client Lists

- Five (5) complete references of current clients operating in the Chicagoland area, including size, number of buses provided and contact information
- List all lost accounts within the five (5) previous years with a description of reason and contact information

Section 5 – Financials

- Audited/Annual Financial Report – three (3) most recent years (sealed) one copy for each year
- A summary of Lawsuits/Judgments for the past five (5) years

Section 6 – Signed Bid Response Forms

- Bid Response Forms
- Certification Forms
- Signature Page

Section 7 – Employee Information

- Employee Handbook Sample
- Employee Training Material and annual/refresher schedule

Section 8 – Any Miscellaneous Supportive Documents

EXHIBIT B
Student Transportation Services
Transportation Needs and Route Definitions

There are approximately 4,500 students in the District requiring regular education transportation services on approximately 174 school days during each school year. Additionally, transportation services are provided to one private schools; St. Michael's School (approx. 360 students).

The District guidelines for regular student transportation include eligibility with no fee for students who reside 1.5 miles or greater from their designated school and for students who reside within 1.5 miles from their school on routes to school deemed hazardous. Currently families of students who reside within 1.5 miles and are not on a dangerous route are offered transportation services for a fee.

The District regular student transportation program includes both 71 passenger buses (approx. 84) and 35 passenger buses (approx. 8) to reach students in areas that are inaccessible by a full size bus. There are a limited number of bus driver escorts assigned to buses as needed.

Full-Day Kindergarten Plan

The Board of Education approved the implementation of a full-day kindergarten program for the opening of the school year in August of 2016. The plan will provide the option for parents to choose to have their children remain in a half-day program.

The enrollment for Kindergarten is projected to be approximately 450 students for the opening. However, exact enrollment cannot be predicted. This plan will obviously have an impact on the District transportation program. The Contractor will be expected to work closely with the District as this plan develops in the coming months.

Routes/Buses Current Need

The information below reflects the number of routes/buses operated currently for transportation services from each in-district facility. Mid-Day routes currently operating are not included as it is expected that they will not be used once the all-day kindergarten plan opens. Actual usage information is subject to change for years 2026 through 2019.

Primary Schools

Centennial School

Grades: K-2

Eleven (11) Routes AM and PM (A, B, C, D, E, F, G, H, J, (K & L - PM only)

Center School

Grades: K-2

Eight (8) Routes Am & PM (A, B, C, D, E, H, J, (K PM only)

Park School

Grades: K-2

Fourteen (14) Routes AM & PM (A, B, C, D, E, F, G, H, J, (K, L, M, N, O -PM only)

Prairie School

Grades: K-2

Ten (10) Routes AM & PM (A, C, D, E, F, G, H, J, K, (L – PM only)

Intermediate Schools

High Point School

Grades: 3 - 5

Sixteen (16) Routes AM & PM (A, B, C, D, E, F, G, H, J, K, L, M, N, O, P, Q)

One (1) Activity (Late Bus)

Liberty School

Grades 3 - 5

Seven (7) Routes AM & PM (A, B, C, E, G, H, (J – PM only)

Activity None

Meadow Ridge School

Grades 3 - 5

Sixteen (16) Routes AM & PM (A, B, C, D, E, F, G, H, J, K, L, M, N, (O, P, R – PM only)

Activity None

Junior High Schools

Century Junior High

Grades 6 - 8

Thirteen (13) Routes AM & PM (A, B, E, F, G, H, J, K, L, M, O, (P & Q – PM only)

Seven (7) Zero Hour (1, 2, 3, 4, 5, 6, 7)

Jerling Junior High

Grades 6 – 8

Eleven (11) Routes AM & PM (A, B, D, E, F, G, H, J, (K&L – PM only)

Four (4) Zero Hour (1, 2, 3, 4)

Orland Junior High

Grades 6 - 8

Eleven (11) Routes AM & PM (A, B, C, D, F, G, H, J, K (L, M – PM only)

Seven (7) Zero Hour (1, 3, 4, 5, 6, 7)

Private Schools

St. Michael School

Grades K - 8

Twelve (12) Routes AM & PM (1, 2, 3, 4, 5, 6, 7, 8, 9, 10, (11 & 12 – PM only)

*Current Need reflects transportation in the current school year, but is subject to change.

Regular Education Transportation Services

Route Definitions

- Single Runs: Any one or group of runs with the same bus that occurs only in the AM or only in the PM
- Double Runs: A combination of any 2 or group of 2 runs with the same bus that occurs in the AM or in the PM
- Triple Run: A combination of any three or group of 3 runs with the same bus that occurs in the AM or PM
- One-Way Shuttle: Typically used for athletic activities, a one-way shuttle is the pick-up/delivery of student from one District 135 School to another District 135 school. One-way shuttles can take place after school, or during regular school hours.
- Round Trip Shuttle: The pick-up/delivery of students from one District 135 School to another District 135 School and returning to the original pick-up location at completion of performance, competition or other event. Round trip shuttles can take place after school, or during regular school hours.
- Field Trips: Transportation of students to off school sites during regular school hours. Off school sites may be within our outside District 135 boundaries, including out of state to Wisconsin or Indiana. Buses for athletic events that are out of District are billed under this category. Field Trips will be tabulated using the 3-hour charge. Field trips over three hours are billable in fifteen-minute increments pro rata to the 3-hour base bid. Each fifteen-minute increment is equal to 1/12 of the base three-hour field trip charge.
- Early Dismissal: District 135 provides student transportation services to St. Michaels School in Orland Park. Early dismissal runs apply to said schools when they have an early dismissal time. Early dismissal runs for District 135 are to be considered part of a double run.

EXHIBIT C

BASE BID PROPOSAL

Board of Education
Orland School District 135
15100 S. 94th Avenue
Orland Park, IL 60462

Date _____

(Bidder) _____ of _____ (address) proposes to furnish all necessary supplies, equipment, and personnel to fulfill all requirements for transporting pupils designated by Orland School District 135 (the School District). Enclosed is a responsive bid for (check one or both as applicable):

- ☐ Regular Education Student Transportation (Schedule I)
- ☐ Regular Education Package Student Transportation (Schedule II)

This bid encompasses school years 2026-27, 2027-28, 2028-29, with an option exercisable at the discretion of the School District for 2029-30, and 2030-31. It is further realized our obligation is to meet all requirements stated in this proposal and those contained in the Instructions to Bidders, General Terms and Conditions, Bid Specifications, Personnel Requirements, Qualifications for Bidders, Safety and Discipline, Service Requirements and Conditions, Routes and Schedules, Change of Bus Service Requirements, Award of Bid, Penalties, and Agreement for Transportation Services, and Certifications by Bidder.

ADDENDA (It is the vendor's responsibility to check for issuance of any addenda)

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda #: _____ Date: _____ Addenda #: _____ Date: _____

Addenda #: _____ Date: _____ Addenda #: _____ Date: _____

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Orland School District 135 of the bidder's offer by providing a letter of award (specifications and bidding conditions contained or referenced therein) will create a binding contract.

Name of Bidder (Please Print)

Bid submitted by:

Address

Title

Phone Number

Date

Subscribed and sworn to before me this _____ day of

_____, 2026. _____ Notary Public

Schedule I

Regular Student Transportation Services (3-Yr)

The Schedule I Bid Form reflects the bidder's proposal for the transportation of all students to all schools included in the documents. Bidder assumes the full responsibility of transportation services and obligations specified herein.

Bid Form

Description	2026-27	2027-28	2028-29
Single Run	\$	\$	\$
Double Runs	\$	\$	\$
Triple Run	\$	\$	\$
One-Way Shuttle	\$	\$	\$
Round Shuttle Trip	\$	\$	\$
Field Trips	\$	\$	\$
Early Dismissal (Private)	\$	\$	\$
Driver Escort	\$	\$	\$

Field trips will be tabulated using the three hour charge. Field trips over three hours are billable in fifteen-minute increments pro rata to the 3-hour base bid

Actual usage for years 2026-2029 are subject to change.

Performance Bond

Do not build the cost of the performance bond in the individual route prices.

Cost of Full Annual Performance Bond: _____

The District reserves the right to contract for the performance bond requirement at its sole discretion. If the District elects to contract for a performance bond, the contractor will invoice the District separately at the beginning of the year.

Board of Education of Orland School District 135, Orland Park, Illinois	(Contractor)
By:	By:
Printed Name:	Printed Name:
Its:	Its:
Date:	Date:

Schedule I

Regular Student Transportation Services (5-Yr)

The Schedule I Bid Form reflects the bidder's proposal for the transportation of all students to all schools included in the documents. Bidder assumes the full responsibility of transportation services and obligations specified herein.

Bid Form

Description	2026-27	2027-28	2028-29	2029-30	2030-2031
Single Run	\$	\$	\$	\$	\$
Double Runs	\$	\$	\$	\$	\$
Triple Run	\$	\$	\$	\$	\$
One-Way Shuttle	\$	\$	\$	\$	\$
Round Shuttle Trip	\$	\$	\$	\$	\$
Field Trips	\$	\$	\$	\$	\$
Early Dismissal (Private)	\$	\$	\$	\$	\$
Driver Escort	\$	\$	\$	\$	\$

Field trips will be tabulated using the three hour charge. Field trips over three hours are billable in fifteen-minute increments pro rata to the 3-hour base bid

Actual usage for years 2026-2031 are subject to change.

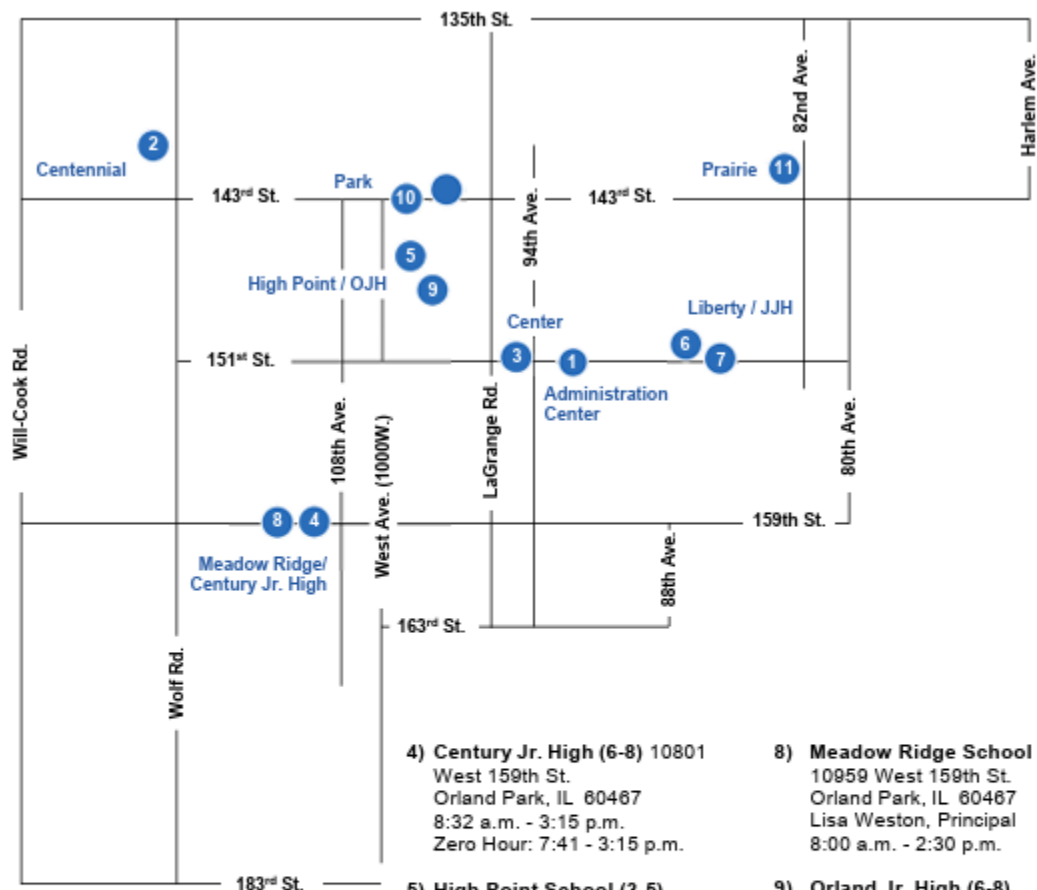
Performance Bond

Do not build the cost of the performance bond in the individual route prices.

Cost of Full Annual Performance Bond: _____

The District reserves the right to contract for the performance bond requirement at its sole discretion. If the District elects to contract for a performance bond, the contractor will invoice the District separately at the beginning of the year.

Board of Education of Orland School District 135, Orland Park, Illinois	(Contractor)
By:	By:
Printed Name:	Printed Name:
Its:	Its:
Date:	Date:



1) Administration Center
15100 South 94th Ave.
Orland Park, IL 60462
Office Hours: 8 a.m.- 4 p.m. (M-F)

2) Centennial School (K-2)
14101 Creek Crossing Dr.
Orland Park, IL 60467
7:30 a.m. - 2:00 p.m.

3) Center School (K-2)
9407 West 151st St.
Orland Park, IL 60462
7:30 a.m.-2:00 p.m.

4) Century Jr. High (6-8) 10801
West 159th St.
Orland Park, IL 60467
8:32 a.m. - 3:15 p.m.
Zero Hour: 7:41 - 3:15 p.m.

5) High Point School (3-5)
14825 West Ave.
Orland Park, IL 60462
8:00 a.m. - 2:30 p.m.

6) Jerling Jr. High (6-8)
8851 West 151st St.
Orland Park, IL 60462
8:32 a.m. - 3:15 p.m.
Zero Hour: 7:41 - 3:15 p.m.

7) Liberty School (3-5)
8801 West 151st St.
Orland Park, IL 60462
8:00 a.m. - 2:30 p.m.

8) Meadow Ridge School (3-5)
10959 West 159th St.
Orland Park, IL 60467
Lisa Weston, Principal
8:00 a.m. - 2:30 p.m.

9) Orland Jr. High (6-8)
14855 West Ave.
Orland Park, IL 60462
8:32 a.m. - 3:15 p.m.
Zero Hour: 7:41 - 3:15 p.m.

10) Park School (K-2)
9960 West 143rd St.
Orland Park, IL 60462
7:30 a.m. - 2:00 p.m.

11) Prairie School (K-3)
14200 South 82nd Ave.
Orland Park, IL 60462
7:30 a.m. - 2:00 p.m.

Private Schools

- 12) St. Michael School (K-8)**
14355 Highland Avenue
Orland Park, IL 60462
Bernadette Cuttone, Principal
Nancy Makowski, Asst. Principal
7:30 a.m. - 1:50 p.m.

DRAFT

To be Adopted by BOE - 2/9/2026

ORLAND SCHOOL DISTRICT 135 • 2026-2027 SCHOOL CALENDAR

July 2026							August 2026							September 2026										
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
				1	2	3	0							1	0				1	2	3	PL	5	4
5	6	7	8	9	10	11	0	2	3	4	5	6	7	8	0	6	H	8	9	10	11	12	4	
12	13	14	15	16	17	18	0	9	10	11	12	13	14	15	0	13	14	15	16	17	18	19	5	
19	20	21	22	23	24	25	0	16	TI	TI	SB	20	21	22	3	20	21	22	23	24	25	26	5	
26	27	28	29	30	31		0	23	24	25	26	27	28	29	5	27	28	29	30				3	
Total 0							Total 9							Total 21										

October 2026							November 2026							December 2026									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
					1	2	3	1	2	NA	4	5	6	7	4								4
4	5	6	7	8	TI	10	4	8	9	10	11	12	13	14	5	6	7	8	9	10	11	12	5
11	H	13	14	15	16	17	4	15	16	17	18	19	PL	21	5	13	14	15	16	17	18	19	5
18	19	20	21	22	23	24	5	22	PT	PT	NA	H	NA	28	2	20	21	22	NA	NA	H	26	2
25	26	27	28	29	30	31	5	29	30					1		27	NA	NA	NA	NA			0
Total 20							Total 17							Total 16									

January 2027							February 2027							March 2027									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
						H	2								5								4
3	NA	NA	6	7	8	9	3	7	8	9	10	11	PL	13	5	7	8	9	NA	11	12	13	4
10	11	12	13	14	TI	16	4	14	H	16	17	18	19	20	4	14	15	16	17	18	19	20	5
17	H	19	20	21	22	23	4	21	22	23	24	25	26	27	5	21	NA	NA	NA	NA	NA	27	0
24	25	26	27	28	29	30	5	28	29	30	31				0	28	29	30	31				3
31							0								0								
Total 16							Total 19							Total 16									

April 2027							May 2027							June 2027									
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
						1	2								0								0
4	5	6	7	8	9	10	5	2	3	4	5	6	7	8	5	6	7	8	9	10	11	12	0
11	12	13	14	15	16	17	5	9	10	11	12	13	14	15	5	13	14	15	16	17	18	H	0
18	19	20	21	22	23	24	5	16	17	18	19	20	21	22	5	20	21	22	23	24	25	26	0
25	26	27	28	29	30		5	23	24	25	26	27	PL	29	5	27	28	29	30				0
Total 22							Total 20							Total 0									

Grading Period - Trimesters*: T1: 64 T2: 58 T3: 54 Total: 176

*All Grade K-5 core academic classes will be graded on trimesters; exclusive of the JH specials rotation.

Grading Period - Quarters**: Q1: 45 Q2: 45 Q3: 41 Q4: 45 Total: 176

**The quarterly grading period will apply to Grade 6-8 specials only (i.e., Art, Music, Health, etc.).

Pupil Attendance Days.....	176
(includes PL Days & P/T Conferences)	
Institute Days.....	4
5 Emergency Days - proposed.....	5
Total	185
(185 days minimum)	

Local School Holidays	
Independence Day	7/4/2026
Labor Day	9/7/2026
Columbus Day	10/12/2026
Thanksgiving Day	11/26/2026
Christmas Day	12/25/2026
New Year's Day	1/1/2027
M.L. King's Birthday	1/18/2027
Presidents' Day	2/15/2027
George Washington's Birthday	3/1/2027
Memorial Day	5/31/2027
Juneteenth	6/19/2027

* In the event of an emergency day, school may be in session on a legal holiday.

Calendar Legend	
Institute	TI
School Begins	SB
Legal School Holiday	H
Not in Attendance	NA
Full-Day P/T Conference	PT
End of Trimester Period	Δ
End of Quarter Period	□
5 - Emergency Days	
Remote Learning Days	
Remote Planning Days	RP
** Professional Learning Days	PL

(May 26 is last day if no Emergency Days are used.)

* December 19th is an early release day for students:
 • Early Childhood: NO SCHOOL
 • Kindergarten through Gr. 2: 11:30 a.m.
 • Grades 3-5: 12:00 p.m.
 • Grades 6-8: 12:45 p.m.

• Teaching Staff will end their work day 5 minutes after student dismissal. (Certified Staff Contract, Article 10.6)

• Support Staff will end their work day 5 minutes after student dismissal. (Support Staff Contract, Article 9.10)

** Professional Learning (PL) days entail an early release for all full-day students:
 Grades K-2: 11:30 a.m.
 Grades 3-5: 12:00 p.m.
 Grades 6-8: 12:45 p.m.

• There will be NO SCHOOL for Early Childhood or Pre-K students on PL days

*1/2 Day Kindergartners will dismiss at 10:45 on PL days

SECTION D

ATTACHMENTS

Bidder Instructions

Carefully complete every form that is included in this Bid Forms Section. All forms and attachments (e.g. Bid Bond, financial statements, and insurance certificate) should be included in your sealed bid envelope.

Bidders may omit

PROVIDE one original and three (3) copies of all forms in your bid envelope. Failure to complete all the required information or providing any incomplete, inaccurate or misleading information may result in disqualification of your bid.

Contractor Bid Submittal Checklist

- ___ A. Bid Proposal Forms
 - ☐ Base Bid Proposal (must be signed and notarized)
 - ☐ Schedule I – Regular Education Transportation Services
 - ☐ Schedule II – Regular Education Transportation Package Services

- ___ B. Bid Bond (attached bid bond or certified check)

- ___ C. Anti-collusion affidavit of compliance (must be notarized)

- ___ D. Proof of Insurability (attach sample Certificate of Insurance)

- ___ E. Hold Harmless Agreement

- ___ F. Certificate of Compliance with Illinois Drug Free Workplace (must be notarized)

- ___ G. Certificate regarding Sexual Harassment Policy (must be notarized)

- ___ H. Certificate of Eligibility to Contract (must be notarized)

Bid Bond

A bid security deposit in the form of a Bid Bond or certified check in an amount not less than 10% of the annual cost of the first year of the contract must be attached to this page. Bid security may be forfeited if a bidder does not meet specifications. A bid security deposit is enclosed in the amount of

\$ _____

Unsuccessful bidders are responsible to pick up bid deposits at the Administration Center. Pick-up appointments may be made with Scott Beranek – Director of Finance/CSBO 708-364-3313 or sberanek@orland135.org. No deposits will be returned by mail. If a bid is successful, the deposit will be returned after the satisfactory end of the first contract year.

By: _____

Date: _____

Anti-Collusion Affidavit of Compliance

_____, being first duly sworn, deposes and says:

That he is _____ of
(Partner, Owner, etc.)

(Vendor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

(Name of Bidder, Partner or Officer)

The above statement must be subscribed and sworn to before a Notary Public.

Subscribed and sworn to before me this _____ day of
_____, 2026.

Notary Public

Proof of Insurability

Proposal Submitted By: _____
(Contractor's Name)

(Address)

I, being duly sworn, do hereby acknowledge that I have read the insurance specifications herein and agree that the above bidder is eligible for insurance per aforesaid specifications.

Signed: _____

Date: _____

Insurance Company: _____

Address: _____

Contact: _____

Subscribed and sworn before me on the _____ day of _____, 2026.

Notary Public

SAMPLE CERTIFICATE OF INSURANCE TO BE SUBMITTED WITH BID

Hold Harmless Agreement

The Contractor hereby agrees to indemnify, keep and save harmless Orland School District 135, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses which may in any way accrue against any or all of them in consequence of the granting of this Contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through act or omission of the Contractor or its employees or agents, if any, arising therefrom or incurred against any indemnified party in any such action, and shall at its own expense discharge same.

The Contractor hereby agrees to indemnify, keep and save harmless Orland School District 135, its Board of Education agents, officials and employees against all injuries, judgments, costs and expenses which may in any way accrue against any or all of them in consequence of the use by the Contractor's employees or agents of equipment owned, rented or leased by the District.

The Contractor expressly understands and agrees that any insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the indemnified parties as herein provided.

NAME OF VENDOR: _____

BY: _____

ATTEST: _____

DATE: _____

Certificate of Compliance with Illinois Drug-Free Workplace Act

_____(Vendor) does hereby certify (pursuant to Section 3 of the Illinois Drug-Free Workplace Act, (30 ILCS, 580/3 et. Seq.) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certifies that (he, she, it) is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____(Vendor) does hereby certify that it is not subject to the requirements of Section 3 of Illinois Drug-Free Workplace Act.

By: _____
Authorized Agent or Vendor

Date: _____

Subscribed and sworn to before me this _____ day of

_____, 2026.

Notary Public

Certificate Regarding Sexual Harassment Policy

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

By: _____
Authorized Agent or Vendor

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

Certificate of Eligibility to Contract

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

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

Furthermore, I certify that I, my partners, officers or owners of (name of business) _____ and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the *Illinois Use Tax Act*, 35 ILCS 105/1 *et. seq.*

In certifying to the above, I hereby acknowledge that the school board may declare any contract awarded pursuant to this bid void if this certification is false.

By: _____
Authorized Agent or Vendor

Date: _____

Subscribed and sworn to before me this _____ day of

_____, 2026.

Notary Public