

TO: Dr. Mike Riggle

FROM: Rosanne Williamson

**RE: FOIA Requests** 

# **FOIA Response:**

Please see the attached email response. Responsive documents can be found online at <u>http://il.glenbrook.schoolboard.net/board</u>. (Responsive documents will not be attached to the all documents pdf, but can be found under the FOIA agenda item.)

# **Background:**

The Freedom of Information Act (FOIA - 5 ILCS 140/1 et seq.) is a state statute that provides the public the right to access government documents and records. A person can ask a public body for a copy of its records on a specific subject and the public body must provide those records, unless there is an exemption in the statute that protects those records from disclosure (for example: records containing information concerning student records or personal privacy).

A public body must respond to a FOIA request within 5 business days after the public body receives the request or 21 business days if the request is for commercial purpose. That time period may be extended for an additional 5 business days from the date of the original due date if:

- The requested information is stored at a different location;
- The request requires the collection of a substantial number of documents;
- The request requires an extensive search;
- The requested records have not been located and require additional effort to find;

• The requested records need to be reviewed by staff who can determine whether they are exempt from FOIA;

• The requested records cannot be produced without unduly burdening the public body or interfering with its operations; or

• The request requires the public body to consult with another public body who has substantial interest in the subject matter of the request.

If additional time is needed, the public body must notify the requester in writing within 5 business days after the receipt of the request of the statutory reasons for the extension and when the requested information will be produced.



# Re: Public Information Request – Current Transportation Contract(s)

1 message

**Rosanne Marie Williamson** <rwilliamson@glenbrook225.org> To: "Samant, Sameer S." <sameer.samant.2020@anderson.ucla.edu> Bcc: egeallis@glenbrook225.org Tue, May 7, 2019 at 2:30 PM

Dear S. Samant,

Thank you for writing to Glenbrook High School District 225 with your request for information pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

On 5/6/19 we received your request for the following information:

• All the current Direct Home-to-School transportation vendor contracts and Special Needs transportation vendor contracts (with the pricing)

# District Response: Please see attached.

Sincerely,

Rosanne Williamson, Ed.D. Secretary, Board of Education Assistant Superintendent for Educational Services Glenbrook High School District 225 3801 West Lake Avenue Glenview, IL 60026 On Fri, May 3, 2019 at 4:31 PM Samant, Sameer S. <sameer.samant.2020@anderson.ucla.edu> wrote:

Hello Dr. Williamson,

Hope this email finds you well.

I apologize for any inconvenience this may cause, but we would like to place an FOIA request for Glenbrook High Schools District 225's all the current Direct Home-to-School transportation vendor contracts and Special Needs transportation vendor contracts (with the pricing), for research purposes.

Please let me know if any further information is required. Thank you so much for your help and have a great day!

Best,

Sameer Samant

## 2 attachments

**2020.6exp First Student Transportation Contract & Performance Bond.pdf** 2345K

2021.6 exp Safeway Transportation Sped Transportation.pdf 4066K

## **SERVICES (JOINT BID) AGREEMENT**

This Services Agreement ("Agreement") is entered into by and between NORTHBROOK DISTRICT 27, NORTHBROOK DISTRICT 28, NORTHBROOK/GLENVIEW SCHOOL DISTRICT 30, WEST NORTHFIELD SCHOOL DISTRICT 31, and NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225 (dba GLENBROOK HIGH SCHOOL DISTRICT 225, (hereinafter referred to as the "DISTRICTS") and FIRST STUDENT INC. (hereinafter referred to as "CONTRACTOR"). For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICTS and CONTRACTOR agree as follows:

## **<u>1. Contract Documents</u>**

The Contract Documents shall consist of this Agreement, the Student Transportation Joint Bid Specifications (dated February 2017), the Joint Transportation Bid Submission Form submitted by Contractor dated February 10, 2017, the Contractors Cover Letter, Executive Summary and E-Mail Exchange dated February 10, 2017 "blended rate (all of which are attached to this Agreement as Group Exhibit A and incorporated herein by reference).

## 2. Precedence/Interpretation of Contract Documents

The terms of this Agreement shall take precedence and control in all respects over any and all of the documents contained in Group Exhibit A. For purposes of interpretation, the priority of documents shall be in the following order: 1) This Agreement, 2) Student Transportation Joint Bid Specifications (dated February 2017), 3) the Joint Transportation Bid Submission Form submitted by Contractor dated February 10, 2017, 4) Contractors Cover Letter, Executive Summary and E-Mail Exchange dated February 10, 2017 "blended rate" (consisting of pages). Further, any inconsistency, ambiguity or discrepancy between this Agreement and the documents contained in Group Exhibit A shall be resolved in favor of this Agreement and in accordance with the foregoing sequence.

# <u>3. Term</u>

This contract shall begin on July 1, 2017 and terminate on June 30, 2020. Contract can be extended by two, one-year terms if mutually agreeable upon by both parties. Either party may terminate agreement for the upcoming school year by giving written notice by April 30<sup>th</sup>.

## 4. Representations and Warranties

In executing this Agreement, CONTACTOR represents and warrants as follows:

a) CONTRACTOR is solely responsible for payment, according to law, of all income taxes and other required withholding for CONTRACTOR and his/her/its employees;

b) No workers' compensation insurance or unemployment insurance shall be obtained by the DISTRICTS concerning the CONTRACTOR, or employees of the CONTRACTOR. Said coverage, to the extent required by law, shall be provided by the CONTRACTOR.

c) CONTRACTOR has complied with all federal, state, and local laws regarding business permits, certificates, taxes, and licenses that may be required to carry out the work to be performed under this Agreement. It is expressly understood that the DISTRICTS enters this Agreement on the express understanding that the CONTRACTOR

**Contractor Initials** 



possesses and will maintain throughout the term of this Agreement the certificate(s) and/or appropriate professional credentials required of the service to be performed hereunder. Proof of required certifications will be provided to the DISTRICTS upon request. Failure to have or maintain the certificate(s) required hereunder is cause for immediate termination;

# d) Intentionally omitted

e) CONTRACTOR is in full compliance with the Illinois Preference Act and the Illinois Prevailing Wage Act, where applicable;

f) CONTRACTOR (employing 25 or more employees) is in full compliance with the Illinois Drug Free Workplace Act, as applicable;

g) CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, citizenship status, age, sex, marital status, order of protection status, disability, or military services; and

h) CONTRACTOR has a written sexual harassment policy incompliance with the requirements of the Illinois Human Rights Act (775 ILCS 5/2-105(A)), if applicable.

# 5. Payments to Contractor

CONTRACTOR shall invoice the DISTRICTS monthly. All invoiced amounts are due and payable by the DISTRICTS in accordance with the Local Governmental Prompt Payment Act, 50 ILCS 505/1 et seq.

# 6. Taxes and Withholdings

The CONTACTOR is solely responsible for payment, according to law, of all federal, state or local income taxes and other required withholdings for CONTRACTOR'S employees.

# 7. Termination

This Agreement may be terminated by either party if the other party is in breach of any material provisions of this Agreement, but only after written notice of default and an opportunity to cure

said default has been provided. A party shall have fourteen (14) days after receiving written notification of default in which to cure the identified default. Either party may terminate this Agreement, without cause, upon 30-day prior written notice to the other party of the intent to terminate without cause. The parties shall deal with each other in good faith during the (30) day notice period.

In the event this Agreement is terminated, the DISTRICTS shall pay CONTRACTOR for all mutually agreed upon services provided up to the date of termination.

In the event of a dispute between the respective parties hereto which results in litigation relating to this Agreement, the losing party shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in the said litigation.

Contractor Initials

THE RESPECTIVE PARTIES HERETO IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

# 8. Notices

Any notices required to be given pursuant to this Agreement shall be addressed to the following and sent via first class United States mail, return receipt requested, or via facsimile:

To the DISTRICTS:	To the CONTRACTOR:
Raoul J. Gravel III, Ed. D.	Name: Roger Moore
Asst. Sup. for Business Services/CSBO	Position: Senior Vice President
Glenbrook High School District 225	Address: 1717 Park Street Suite 225
3801 West Lake Avenue	City: Naperville
Glenview, IL 60026	State/Zip: IL 60563
Phone Number: (847) 486-4745	Phone Number: 630-637-8020
Fax: (847) 486-4734	Fax Number: N/A
Email:rgravel@glenbrook225.org	Email: roger.moore@firstgroup.com

# 9. Non-Assignability

CONTRACTOR may not assign this Agreement without prior written agreement by the DISTRICTS.

# **10. Indemnification**

Contractor shall indemnify, defend and hold DISTRICTS and its employees, and Board members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement.

# **11. Modification**

This Agreement may be amended or modified only by a written instrument signed by both parties.

# 12. Governing Law/Venue

This Agreement shall be governed by, and construed exclusively in accordance with, the laws of the State of Illinois. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois, Eastern Division.

# **13. Integration**

This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.

**Contractor Initials** 

# 14. Compliance with Law

In addition to the laws specifically mentioned in this Agreement, Contractor shall at all times comply with any and all other applicable federal, state and local laws, including Title III of the Americans with Disabilities Act (ADA).

# 15. Waiver

Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.

## 16. Time of the Essence

Time is of the essence in the performance of this Agreement.

# 17. Severability

If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.

# 18. Authority to Execute

The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.

## 19. Insurance

Prior to commencing any services under this Agreement and as a condition precedent to the District's obligation to perform under this Agreement, CONTRACTOR shall provide DISTRICTS with proof of insurance in such amounts and for such coverages as the District deems necessary (insurance coverage requirements are referred to in Section 5 as "Insurance" in the Student Transportation Joint Bid Specifications dated February 2017 attached hereto as part of Group Exhibit A).

# 20. Performance Bond

Prior to commencing any services under this Agreement and as a condition precedent to the District's obligation to perform under this Agreement, CONTRACTOR shall provide DISTRICTS with a performance bond executed by a surety company in the amount equal to 100% of the annual contract value. The performance bond shall be renewed annually for the term of the contract.

# **21. Effective Date**

The effective date of this Agreement shall be the later of the execution dates below.

# 22, Pricing

Notwithstanding anything in this Agreement or Group Exhibit A to the contrary, the pricing shall be governed exclusively by the Joint Transportation Bid Submission Form submitted by Contractor dated February 10, 2017 (attached hereto as part of Group Exhibit A). Contractor hereby acknowledges that Sunset Ridge School District 29 has opted-out of the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the day and year first above written.



**Northfield District 27** 

Northfield District 27 Authorized Representative

Date:

4-12-17

Northbrook/Glenview School District 30

Northbrook/Glenview School District 30 Authorized Representative

Date:

**Northbrook District 28** 

Northbrook District 28 Authorized Representative

Date:

West Northfield School District 31

West Northfield School District 31 Authorized Representative

Date:

First Student Inc.

First Student Inc.

Authorized Representative

Date: 2017

**Northfield Township HS District 225** 

Northfield Township HS District 225 Authorized Representative

4/20/17

Date:

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## **EXHIBIT A**



# **Student Transportation Joint Bid Specifications**

February 2017

#### Joint Bid Committee

Kimberly Arakelian	Assistant Superintendent for Finance & Operations, District 27
Jessica Donato	Chief School Business Official, District 28
Tom Beerheide	Chief School Business Official, District 29
Dale Falk	Assistant Superintendent for Finance & Operations, District 30
Cathy Lauria	Chief School Business Official, District 31
R.J. Gravel	Assistant Superintendent for Business Services / CSBO, District 225
Kim Ptak	Director of Operations / CSBO, District 225



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# Section 1 Invitation to Bid

This is an invitation to bid on student bus transportation for pupils attending Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225), hereafter, the "Districts". It is the intention of the Districts to enter into an agreement for three (3) school years that will begin on July 1, 2017 and conclude on June 30, 2020 unless extended thereafter by mutual agreement of the parties and pursuant to 105 ILCS 5/29-6.1.

# Section 2 Districts Participating in the Bid

The Districts represent 10,613 students and 17 school buildings, all residing in Glenview, Northbrook, or Northfield Illinois. A summary of each school district participating in the joint bid is presented below:

District	Schools or Facilities	Grades	Total Enrollment	Avg. Daily Ridership	Current # of Routes	Average Annual Charter Spend
District 27	Hickory Point School Shabonee School Wood Oaks Junior High <i>Total: 3 Schools</i>	K-8	1,244	654	24	\$62,000
District 28	Greenbriar School Meadowbrook School Westmoor School Northbrook Junior High School <i>Total: 4 Schools</i>	PK-8	1,840	810	22	\$70,000
District 29	Sunset Ridge School Middlefork School <i>Total: 2 Schools</i>	K-8	470	0	0	\$50,000
District 30	Wescott School Willowbrook School Maple Middle School <i>Total: 3 Schools</i>	K-8	1,114	294	7	\$50,000
District 31	Winkelman School Field School <i>Total: 2 Schools</i>	PK-8 No bus needed for PK	845	450	11	60000
District 225	Glenbrook North High School Glenbrook Off-Campus Glenbrook South High School <i>Total: 3 Schools</i>	9-12	5,100	1,000	26	\$550,000

# Section 3 Scope of Services

The following transportation services have been identified as necessary through the joint bid process.

District	AM/PM Routes*	Mid-Day*	Inter-Campus Shuttle*	Late Activity*	Charter*
District 27	x			х	х
District 28	x	х	x		X
District 29					х
District 30	x		x	Х	x
District 31	x		x	Х	x
District 225	x		x	х	x

\* From time to time there might be additional transportation needs which require special vehicles (ex. accessible bus or air conditioned vehicle) or transportation arrangements for identified students; these items will be negotiated by the requesting District and the transportation provider.



## Section 4 Instructions to Bidders

- A. All bids shall be placed in a sealed envelope clearly marked "BID FOR STUDENT TRANSPORTATION SERVICES" and addressed to Dr. Kimberly Ptak, Director of Operations / CSBO at Glenbrook High School District 225, 3801 W. Lake Ave, Suite 301, Glenview Illinois 60026 and must be <u>received</u> no later than **8:00** AM on Friday, February 10, 2017 at which time all bids will be opened and read aloud. All bids shall be valid for at least ninety (90) days following the bid opening.
- B. Each bid must be accompanied by a bid bond, certified check or bank draft made payable to the order of Glenbrook High School District 225 in the amount of \$200,000 as a guarantee that if the contract is awarded, the bidder will execute the contract, furnish the required performance bond on or before **Monday**, **April 3**, **2017** and furnish the services specified. Certified checks or bid bond of all unsuccessful bidders will be returned promptly after the awarding of the bid to the successful Contractor.
- C. On or before **Monday**, **April 3**, **2017**, the successful bidder shall be required to furnish a performance bond executed by a surety company in the amount equal to 100% of the annual contract value. The performance bond shall be renewed annually for the term of the contract.
- D. The bid will be awarded by first considering the bidder or bidders most able to provide safety and comfort for the pupils, stability of service and other factors regarding quality of service set forth herein, and then price. The Districts hereby reserve the right to accept or reject any or all bids in whole or in part for any reason without recourse or to make the award in such a manner as the Districts may deem right and proper for the best interest of the Districts; the Districts reserve the right to award the contract to one bidder for all services or to split and award multiple contracts to multiple bidders, as described in the Scope of Services table in Section 3 of this document.
- E. The bidder shall become fully informed of the District's transportation requirements including school district expectations of service and related equipment, school start and end times, current bus routes, pick-up and drop-off locations, mileage etc.
- F. All proposals must be <u>submitted on the District's Bid Form</u> along with a signed and duly notarized Contractor's Certification of Eligibility to Contract, Prevailing Wage Statement, Certificate of Compliance with Illinois Drug Free Workplace Act, Certification of Written Sexual Harassment Policy, Non-Collusion Affidavit and Statement of Non-Discrimination.
- G. Bidder's signature will be construed as acceptance of and willingness to comply with all applicable State, federal, municipal and District laws, regulations, ordinances and policies relating to, and including but not limited to, wages of laborers, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said laws, regulation, ordinances and policies are hereby incorporated by reference and become a part of this proposal and specifications. Proper execution of attached formal documents shall accompany bid.
- H. The Districts are not subject to Federal Excise Tax or Illinois Retailers Occupation Tax. Exemption Certificates will be furnished upon request.
- I. The successful bidder must invoice each District individually on a monthly basis. Invoices must detail the service, date of service and cost. Additionally, the successful bidder must be able to provide billing data in spreadsheet form with the following elements: Date of Service; Pick-Up Location; Drop-Off Destination; Total Cost of Route.

- J. The Districts reserve the absolute right to unilaterally terminate the transportation contract for any reason or no reason subsequent to the initial year of contract (July 1, 2017 June 30, 2018) with written notice prior to April 1 annually.
- K. For the purposes of the bid, the term OWNER and DISTRICTS are synonymous, and the terms "VENDOR", "BIDDER", "BUS COMPANY", "COMPANY" and "CONTRACTOR", whether capitalized or not, are synonymous.
- L. A copy of the Contractor's Annual Financial Report for the last two years must be included with the bid proposal.
- M. A list of contracts not renewed or terminated in the last five years must be included with the bid proposal as well as a list of references.
- N. Sunset Ridge School District 29 reserves the right to opt out. District 29 does not offer to/from transportation service and has minimal charter needs.

# Section 5 Bid Specifications

#### **Contractor Responsibilities**

- A. Maintain facilities and bus fleet including preventative maintenance program. The maintenance facility shall be located within a fifteen (15) mile radius of any District boundary. This facility must be fully operational at the time bids are opened.
- B. Recruit, hire, manage, train and compensate legally qualified bus drivers.
- C. Maintain and keep current on all Federal and State laws regarding student transportation, including but not limited to a criminal background check, including fingerprinting, for all employees having contact with students.
- D. Handle all administrative responsibilities including bus registration, parent communications, registration process, accounting services for fee collections, bus pass creation and distribution, unless otherwise requested by a school district. (Note: This service is to be provided in full or in part as requested by a participating school district as an inclusive benefit of this agreement.)
- E. Investigate requests and complaints regarding student transportation services and make recommendations to the Districts' Superintendents or their appointed representative in an appropriate and timely matter.
- F. Administer bus conduct reports as specified by each school district and work with each individual school on student discipline. The Districts shall assist the Contractor on keeping a proper student atmosphere on the bus.
- G. Keep an up-to-date map of each District indicating student locations, bus stops and bus routes and supply the district with evening route completion times or information when requested. Each school district shall also be provided with access to a GPS technology service that provides the ability to monitor bus vehicle activity when serving a school district. Introductory training shall also be provided on an annual basis at a time and location mutually agreed upon by both parties. Additional training and support should be made available on an as-needed basis.
- H. Whenever regular buses are on the road, a responsible person shall be at the base radio station with a telephone available.
- I. Dispatch buses, check drivers, and be completely familiar with all bus routes, schedules, school locations, etc.

- J. Supply a sufficient number of regular and substitute drivers to be available and properly trained so that a full transportation service is provided. Substitute drivers shall have a working knowledge of the route they are handling and the same substitute driver will be used whenever possible to provide consistency on routes. Substitute drivers shall have a written description of the route, complete with student names and stops and shall have proper training and undergo criminal background investigations.
- K. Secretarial duties, including but not limited to telephone coverage, filing, map maintenance, report documentation, bus conduct forms.
- L. Be aware and keep the Districts administration advised on ideas for improvements on transportation services and cost savings.
- M. Minimum phone call coverage by the Contractor or terminal manager shall be from 5:30 AM to 7:30 PM on school days.

The number of full-time (or equivalent) employees to be used to perform the managerial, maintenance and clerical responsibilities shall at all times be sufficient to fulfill the above requirement.

#### **Charter Services**

A. Routinely there are transportation needs, (e.g. special education, charters, etc.), which require vehicles / transportation arrangements for an individual student or groups of students; these situations will be negotiated by the requesting District and may include alternative transportation providers.

B. In the event the contractor cannot meet the volume needs, the Districts reserve the right to utilize other options.

#### School Buses

- A. All school buses used in the performance of this contract shall be owned by the Contractor or, if not so owned, the Contractor shall furnish the District with a statement setting forth the name and address of the owner of each such school bus before placing said school bus in service. The Contractor shall present suitable evidence prior to the award of the contract establishing that he will have ample units available and ready for use at the beginning of each school term. During the course of this contract, if any equipment used by the Contractor is condemned in whole or in part, it is agreed that said unit shall be replaced by the Contractor without expense to the District and without any claim for adjustment. The District will have no responsibility for financing, holding title to, licensing, insuring, repairing or providing or paying for fuel for any bus used pursuant to the contract.
- B. All buses are to be equipped with an exclusive radio system or cell phone. All licenses, fees, etc. associated with the 2-way radio system shall be obtained by the Contractor at its expense.
- C. All buses are to be equipped with a GPS system (see note in Contract Responsibilities, pt. G). GPS systems must provide the ability to track student ridership through the use of barcode or other identifying technology compatible with school district-printed identification cards. School bus GPS systems must also provide optional parent and school tracking ability through the use of a website or mobile application.
- D. All buses are to be equipped with video cameras, with audio capabilities, accessible by school personnel upon request. Video camera systems must provide the ability to maintain a minimum of five (5) days of recorded content, and provide the ability to export sections of the recorded content in whole or in part.

- E. A sufficient number of 71 and 84 passenger vehicles must be available to serve the needs of the Districts whenever necessary. Upon a District's request, the Contractor will provide smaller buses as deemed necessary for routes traveling in confined areas.
- F. At any time in the performance of this agreement no bus shall be more than twelve (12) years old. Unless approved by the Districts, no school bus will have more than 150,000 miles on the odometer, unless waived by the districts. The average age of all buses shall be no more than eight (8) years of age. The only exception to the age requirement shall be with prior approval of the Districts. Annually, the Contractor shall supply the District with a listing of the buses used including age, vehicle capacity, current mileage and serial number of each bus.
- G. All 71 or 84 passenger buses shall be equipped with a minimum of three (3) push-out windows per side.
- H. The Contractor shall keep all school buses used in the performance of the transportation requirements in a good state of maintenance and repair. No bus will be placed in service if the Contractor has reason to believe that if inspected it would be declared unsatisfactory or unsafe. The passenger section shall be kept in a clean and sanitary condition. The Contractor shall cause each school bus to be inspected in accordance with standards set forth by the State Board of Education and the Illinois Department of Transportation as well as all local, State and Federal standards, but under no circumstances shall there be less than two (2) inspections per year. All vehicles must carry a current school bus safety sticker at all times.
- I. All buses shall be inspected <u>daily</u> and checked carefully for defects. Any defects as may be found shall be remedied before using said vehicle. In addition, Contractor shall maintain a sufficient number of approved standby buses in good operating condition to be used in the event any bus transporting students in accordance with this Agreement shall fail to function or otherwise be unable to operate. No daily charge shall be made for any standby bus.
- J. The Company will be required to keep thorough, up-to-date records (including: mileage, oil changes, tire replacement, brake inspections) of all operating data and maintenance work done, and the District shall have access to these files.
- K. No bus used in the District shall have seat belts installed. However, the Districts may, during the duration of this contract, require buses with seat belts. If the Districts require the change to buses with seat belts the contractor will be notified in writing and said change will take place in no greater than 60 days. The Districts and the Contractor must agree to any change in the fee structure for the addition of seat belts. Should a District require updates to vehicles, the District will work closely with the Contractor to accomplish such updates. Any additional cost related to an individual District request shall be open for negotiation with that District.
- L. If the number of students to be transported shall increase so that the Contractor cannot provide adequate transportation with the existing buses initially assigned to the performance of this proposal so that it shall cause said buses to be occupied by more passengers than designated by the District, the Contractor shall furnish such additional buses as shall be necessary to provide the specified transportation for such students in such a manner that the school buses are not occupied by more than the number of passengers as designated by the District. Such buses are to be provided at the price per bus, per day, as is set forth hereinafter in the bid documents for similar runs.
- M. If the number of students to be transported shall decrease so that one or more school buses are not needed to comply with the requirements of this proposal, the Contractor shall eliminate the unneeded buses and the price to be paid under this proposal shall be reduced by the price per bus, per day, as hereinafter set forth in the bid documents for similar runs. The Contractor shall add or withdraw buses from service under this paragraph no later than two (2) weeks after being advised to do so in writing by the District.

N. The District retains the right to designate the maximum number of passengers per bus, it being understood that the maximum may vary depending on whether the buses are used in transporting elementary or junior high students.

#### Personnel and Training

- A. It is understood that the Company, its officers, agents and employees shall be considered, at all times as acting in the capacity of an Independent Contractor and not as an employee of the Districts for any purpose, and shall not acquire either by contract or by operation of law any rights or benefits provided for employees of the Districts. All expenses of operation and maintenance shall be paid by the bus contractor.
- B. All buses shall be operated at all times by trained, competent and prudent drivers who shall meet the requirements for school bus drivers as set forth by the State of Illinois and the Department of Transportation. In addition all drivers will be required to follow all District transportation policies and regulations. Bus drivers will at all times comply with the motor vehicle laws of the State of Illinois and all cities, villages, and municipalities in which the buses may be operated.
- C. The Contractor will provide qualified monitors for buses when requested by a District. Any additional cost related to an individual District request for monitors shall be open for negotiation with that District.
- D. The Contractor is required to pay minimum or prevailing wages.
- E. The Contractor shall establish and implement a screening, hiring and training program.
- F. The Contractor will have any and all of its agents, employees or representatives who will be on any School District premises fingerprinted and subjected to criminal history and background checks through the Illinois State Police and Federal Bureau of Investigation, as detailed in Public Act 93-909, as amended, prior to commencing any work under this Contract by presenting themselves, for proper fingerprinting and criminal backgrounds checks, as directed and requested by the School District, with the assistance of the Contractor, or provide written notification to the School District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency.
- G. The Contractor shall conduct a record check on the applicant's driving record. The Contractor also must insure that the applicant has had no conviction against public morals or felony charge. The applicant's driving record, which is obtained from the State of Illinois, shall be available upon request to each Superintendent of Schools or their appointed representative.
- H. Contractor must provide adequate pre-service training, including first-aid training, so that the driver has a thorough knowledge of the State of Illinois traffic laws and regulations. In addition, the Contractor must provide the necessary behind-the-wheel training with a qualified instructor before the driver takes his/her school bus road test with the Motor Vehicle Department.
- I. All drivers shall be required to take a Defensive Driving Class and evidence of satisfactory completion shall be furnished to the District.
- J. Applicant drivers must pass physical, written and road tests and obtain a minimum of a class "C" license and an Illinois School Bus Permit before transporting students.
- K. The Company must provide route training before the driver is given the responsibility of transporting students. This would include, but is not limited to a specific map of the route indicating exact locations and names for pick-ups and drop-offs. The Company is required to

perform a 'practice run' of each route, for each individual district, prior to the start of school in the fall, on a date mutually agreed upon by District and Company.

- L. The Company must provide on-going in-service training programs for the bus drivers. Drivers shall be required to attend the meetings. A minimum of two in-service meetings shall be held each school year with a minimum length of 1/2 hour each. The meeting topics shall be geared to driver needs including safety, discipline, drills, etc. Failure to attend may, at the sole option of the Districts, result in replacement of the non-attending driver. The Superintendent of each School District or their appointed representative shall be informed in advance when these meetings take place.
- M. Districts shall have the right to direct removal and/or reassignment of any driver or monitor being utilized by Contractor to fulfill this agreement.
- N. The Contractor will be responsible for proper supervision over the drivers to insure the routes are being run correctly and on time. Also included in this supervision should be an annual written evaluation of all drivers in the areas of driving competency, understanding of laws, regulations, and District policies. Annually the District's personnel shall discuss these evaluations with the Company, and also give the Contractor an evaluation of its services by June 15.
- O. The Contractor shall furnish to the Districts at the beginning of each school year a listing of names, driver's license numbers and expiration dates of all regular and substitute drivers, along with the routes they will be driving. This listing shall be maintained current by the Contractor.
- P. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. All drivers shall maintain a courteous attitude and neat appearance. A uniform appearance is recommended. <u>All drivers shall speak fluent English</u>.
- Q. Each driver assigned to the performance of this agreement shall be free from any physical defect that inhibits the driver's ability to operate a vehicle safely.
- R. The District shall be furnished proof that each driver has satisfactorily met the State requirement for a physical examination. Thereafter, throughout the term of the agreement, each driver shall have a new physical examination each school year. Each bus driver will undergo a drug test as part of his/her physical exam for each initial license and each license renewal. In addition to annual drug tests, the Contractor will have a drug testing program that requires testing of drivers for reasonable cause, as determined by either the District or the Contractor, and post-accident and random drug testing. A positive test will forever disqualify a driver from providing service to the District. All drug tests will be at the Contractor's expense. The District or its representative may at its discretion demand such additional examinations of drivers as it deems necessary and the costs of such additional examinations, including drug testing of drivers shall be paid for by the Contractor. Any driver who is found to be physically or mentally unfit to operate a school bus shall be removed immediately from performance of his/her transportation duties.
- S. The Company shall provide to all drivers a manual or handbook outlining all Company policies and procedures. Included therein must be a written policy covering procedures to follow in emergency situations and all steps to follow if the bus is involved in an accident of any kind. There should also be a procedure outlining the steps to follow if a bus breaks down. All drivers should be schooled and tested on these procedures to the extent that they will be prepared if an emergency does occur. The applicable Superintendent of Schools or appointed representative must be immediately notified by the Contractor when <u>any</u> accident has occurred or any driver has been stopped by the police and issued a citation.

#### **Pre-tripping Your Bus**

The Company shall follow pre-trip inspections as defined and required by The Illinois Department of Transportation.

#### Routing

- A. The Contractor, with cooperation from each School District, will be responsible for the establishment of all bus routes. These will be set up according to District policy for length of ride, location of bus stops and walking distances. Three to a seat is allowable for grades K-2 only. Final approval by each District or its appointed representative must be given before the routes are used. Proposed routes will be provided to the Districts by February 1st of each year for District approval.
- B. The Districts will provide the Contractor with the names and addresses of all students registered for transportation each school year.
- C. Contractor shall be responsible for registration, mailings, invoicing, fee collections and bus route pass distribution by mail, unless notified by the individual district to handle any of these procedures differently.
- D. The Contractor will be charged with the responsibility of maximizing efficiency through routing and scheduling. There must be a continuing effort to combine routes when ridership is low because of declining enrollment areas.
- E. In going to and returning from schools, the bus driver shall leave the point of origin for each route at a scheduled time and shall complete the route with a minimum variance of time. No bus shall be loaded with any passengers beyond the approved capacity of the bus.
- F. Bus routes shall be designed in a manner consistent with the drop-off and pick-up time ranges identified in Section 6 of this document. Additionally, no route shall exceed 40 minutes in duration.
- G. The Contractor shall provide to the District all necessary information which is needed in the preparation by the District of the annual claim for Pupil Transportation Report and any other reports as required by the State Board of Education or each District Board of Education (i.e. Annual Mileage Reports).
- H. The Company shall organize all bus routes to the approval of each District. The Company shall furnish to the District without additional charge:
  - a. 8 <sup>1</sup>/2" x 11" maps of each daily route and lists of students' names, location and time of pick-up by the number of days designated before school starts each year.
  - b. A large map, located at the bus terminal in a clean, dry location, locating all students by route which is maintained in an up-to-date status. The Districts shall furnish student additions, deletions or changes.
  - c. Only authorized students and school personnel will be permitted to ride on buses used for school purposes. All other riders including family members of school bus drivers are excluded from riding the bus without prior approval of the Districts or their appointed representatives.
  - d. Authorized students, as specified by the District, will not be refused a ride or evicted along the route by the Contractor. Prohibitions to ride will be done according to each School District's School Board policy.



e. In no case shall bus routes provide for transportation beyond the School District boundaries at District expense. The bus driver is responsible for only the discipline that is required to operate the bus. The name of the student that causes a disturbance or undesirable situation, or violates any school regulation on a bus, and a description of the occurrence will be reported to the student's school by the bus driver or his/her supervisor no later than noon of the next school day. All decisions regarding the discipline of students, including, but not limited to, suspension or termination of bus services or suspension or expulsion from school, will be made solely by the Districts.

#### **Routes**

- A. <u>To/From School Routes</u> Sufficient school buses shall be available for regular routes daily between the hours of 7:00 AM and 9:00 AM and the hours of 2:00 PM and 4:30 PM under good weather and traffic conditions. If weather and traffic conditions require extended time for the providing of regular bus service as delineated in this proposal, such extra time shall be provided at no extra cost to the Districts. The morning routes shall be from designated bus stops along regular routes to the schools. In the afternoon, transportation shall be from the schools along regular routes to designated bus stops.
- B. <u>Mid-Day Routes</u> Buses must be made available between the hours of 10:45 AM and 1:00 PM for the daily kindergarten routes. Morning kindergarten students are picked up at each school and dropped off at designated bus stops. Afternoon kindergarten students are picked up from designated bus stops and delivered to each school.
- C. <u>Special Routes</u> School buses shall be available for special routes as designated by the Districts and the Contractor shall have available on any one day the number of buses needed for the following school function. Districts reserve the right to utilize other available transportation sources.
- D. <u>Shuttle</u> Transportation of students between schools within the Districts. Districts reserve the right to utilize other available transportation sources.
- E. <u>Charter</u> School buses shall be made available by the Contractor for field trips, before and after school activities/athletics as needed by the Districts or their appointed representatives. If the Contractor assigns a regular school bus to do charter field trip duty during the middle of the school day, that charter bus must be at the individual school at the appropriate time for the afternoon school run. Districts reserve the right to utilize other available transportation sources.

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

#### **Extreme Temperature Bus Operation Procedures**

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

#### Insurance

- A. The Contractor shall obtain and maintain in full force and effect during the term of this proposed contract and pay the premium thereon a policy of public liability, property damage and bodily injury insurance insuring all passengers and parties at all times issued by an insurer authorized to transact business in this State and approved by the Board of Education. Such policy shall cover the Contractor, operator and the Districts with the Districts specifically named as an additional insured in the policy, on a primary, non-contributory basis. A Certificate of Insurance must be filed annually, prior to the commencement of the school year, with the District stating the policy limits and showing the Districts as an additional insured.
- B. The Contractor shall, at its own expense, keep with companies, satisfactory to the Districts, insurance protections. Insurer providing coverage must have a current rating of "A" or better as

provided by A.M. Best's rating system. Coverage required is as follows:

- a. <u>Workers Compensation</u> Coverage A Statutory Coverage B Employee Liability Each accident: \$1,000,000 Each employee: \$1,000,000 Policy Limit: \$1,000,000
- b. <u>Automobile Liability</u> Combined Single Limit \$5,000,000 per occurrence Uninsured/Underinsured Motorist \$1,000,000
- c. <u>Commercial General Liability</u> Liability \$1,000,000 per occurrence General Aggregate \$2,000,000
- d. <u>Umbrella Liability</u> shall be provided at a limit of \$20,000,000 and must follow form over the Comprehensive General Liability, Automobile Liability and Employer's Liability.
- C. If for any reason the insurance is cancelled, the insurance company shall notify the District thirty (30) days in advance of any full or partial cancellation.
- D. Contractor must name the Districts as additional insured on a primary and noncontributory basis for general liability and automobile liability. A waiver of subrogation in favor of the District shall apply for workers compensation.

#### Indemnification

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

#### **Emergencies**

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

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

#### Non-Assignment

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

#### Force Majeure

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

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

#### **Breach of Contract**

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

If, in the opinion of the Districts, minor contract violations and/or non-performance problems occur, the Districts shall be entitled to damages, costs and fees including, but not limited to reasonable attorney fees incurred in enforcing or correcting such breach. The Contractor will remedy any such violations or non-performance problems within 48 hours of notice of such from the Districts, except that violation which affects the safety of students will be remedied immediately. Contractor may be provided, but is not guaranteed, an opportunity to cure any material defects in servicing the contract prior to the District's termination of the contract for material breach.

#### **Termination of Contract**

The Districts shall have the right to terminate this contract at the end of any school year by giving written notice to the Contractor no later than April 1 of the school year at the end of which service will terminate.

#### **Penalties**

- A. The Contractor selected agrees that the highest standards of delivery service are expected to be provided to all Districts at all times during the term of this Contract.
- B. Each District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of this Contract. By accepting this Contract, the Contractor agrees that in the event of the specific service violations listed herein, that sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.
- C. Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided that the Contractor provides reasonable notice to the School District's Superintendent or their appointed representative of the event and in his or her discretion, determines that the Contractor's reason for the service violation is valid. The District's Superintendent or their appointed representative will utilize current service expectations when assessing penalties.
- D. A **credit of 50% of the route rate** will be given to the District for each morning (AM) portion of a route which is completed more than fifteen minutes after the school starting time and for each afternoon portion of a route or an activity route which is started more than fifteen minutes after scheduled departure time, unless the delay is caused by accident, extreme weather conditions, student related issues, or a school charter run which interferes with the route.

- E. Late pickup for activity bus routes (athletic; field trips; etc.) later than 15 minutes than scheduled departure time, **\$100 per occurrence**.
- F. No service to or from a regularly scheduled route. Daily rate per vehicle.
- G. Leaving a child on a bus after the Contractor has completed the last stop, \$10,000.00 per occurrence.
- H. Camera system non-operational: \$500 per occurrence.
- I. There will be no deduction for mechanical breakdowns that are beyond Contractor's control, but the Contractor will be responsible for furnishing alternate equipment.
- J. Contractor shall keep a record of departure and arrival times of each bus in its office available for inspection by the Districts. Contractor will furnish each District with a monthly exception report of late runs and a monthly summary of credits due each District.
- K. School Closings A credit of 100% of the regular education and activity route rates will be given to the Districts for all regular education and activity routes cancelled due to school closings.

#### **Miscellaneous**

- A. By 9:00 AM on the school day prior to a field trip or athletic bus run, the Contractor is required to provide electronic confirmation to the relevant School's designated personnel confirming the number and types of buses to be utilized for such trips to enable the School's personnel to confirm that the Contractor's plans will meet the School's needs.
- B. Activity Route Rate:

The activity route rate shall take into account the following activity runs: Late bus; Athletic bus; Field trip bus; and other designated routes determined by the Districts. The activity route rate shall include after school pick-up and delivery of students from school to home from athletic practices or other school activities.

C. Charter Runs:

The minimum charter run on school days shall be two and one-half hours calculated from pick-up to return drop-off points. The minimum charter on non-school days shall be four hours or, at the option of the School District, two separate two hour periods are elected, mileage for an extra trip to the terminal may be charged.

# Section 6 District Information

Attendance Center	Start Time	Drop-Off Time Range	Dismissal Time	Pick-Up Time Range	Current # of Riders	Current # of Routes
Hickory Point School	8:30AM	8:15AM to 8:25AM	3:00PM	3:00PM to 3:05PM	213	8
Shabonee School	8:45AM	8:30AM to 8:40AM	3:15PM	3:15PM to 3:20PM	238	9
Wood Oaks Junior High	8:15AM	7:50AM to 8:10AM	3:30PM	3:35PM to 3:40PM	203	7

## Northbrook School District 27

In addition to student to/from school transportation services, Northbrook School District 27 requires:

Wood Oaks Junior High After School Late Activity Buses (2)



Attendance Center	Start Time	Drop-Off Time Range	Dismissal Time	Pick-Up Time Range	Current # of Riders	Current # of Routes
Greenbriar School	8:30 AM	8:15 AM - 8:25 AM	3:30 PM	3:30 PM - 3:40 PM	84	2
Meadowbrook School	8:30 AM	8:15 AM - 8:25 AM	3:30 PM	3:30 PM - 3:40 PM	242	6
Westmoor School	8:30 AM	8:15 AM - 8:25 AM	3:30 PM	3:30 PM - 3:40 PM	129	2
Westmoor School Half-Day Preschool Program	AM: 8:45 AM	AM: 8:30 AM - 8:40 AM	AM: 11:30 AM	AM: 11:30 AM - 11:40 AM	AM: 14	AM: 2
	PM: 12:30 PM	PM: 12:15 PM - 12:25 PM	PM: 3:15 PM	PM: 3:15 PM - 3:25 PM	PM: 10	PM: 2
Northbrook Junior High School	8:30 AM	7:45 AM - 7:55 AM	3:35 PM	3:35 PM - 3:45 PM	420	8

#### Northbrook School District 28

In addition to student to/from school transportation services, Northbrook School District 28 requires:

- Small buses with harnesses for the Westmoor School Half-Day Preschool Program.
- Inter-campus morning band routes (2-6 buses, depending on the band rehearsal schedule), leaving the school at 8:20 AM and arriving at the destination school before 8:30 AM.
- Charter buses for field trips, athletic trips, and Outdoor Education trip.

#### Sunset Ridge School District 29

Attendance Center	Start Time	Drop-Off Time Range	Dismissal Time	Pick-Up Time Range	Current # of Riders	Current # of Routes
Sunset Ridge School	N/A	N/A	N/A	N/A	N/A	N/A
Middlefork School	N/A	N/A	N/A	N/A	N/A	N/A

Sunset Ridge School District 29 **does no**t provide student to/from school transportation. The school district does utilize transportation services for activity and charter services including all field trips, athletic trips, and special charters for our 8th grade Washington DC trip and 6th grade Outdoor Education trip.

Presently, Sunset Ridge School District 29 has its own independent activity and charter transportation services. Sunset Ridge School District 29 reserves the right to decline the services of the successful bidder for activity and charter transportation at its own discretion.



Attendance Center	Start Time	Drop-Off Time Range	Dismissal Time	Pick-Up Time Range	Current # of Riders	Current # of Routes
Wescott School	8:40 AM	8:30 AM- 8:35 AM	3:10 PM	3:10 PM- 3:20 PM	113	2
Willowbrook School	8:40 AM	8:30 AM- 8:35 AM	3:10 PM	3:10 PM- 3:20 PM	43	1
Maple Middle School	8:30 AM	8:20 AM- 8:25 AM	3:30 PM	3:30 PM- 3:40 PM	138	3

#### Northbrook/Glenview School District 30

In addition to student to/from school transportation services, Northbrook/Glenview School District 30 requires:

- One (1) daily AM kindergarten shuttle departing Wescott School between 8:35-8:40 and arriving at Willowbrook School between 8:45-8:50. Currently 39 riders.
- One (1) daily PM kindergarten shuttle departing Willowbrook School between 2:50-3:00 and arriving at Wescott School 3:05pm-3:10. Currently 39 riders.
- Two (2) daily AM band buses (1-north & 1 south) arriving Maple School between 7:35-7:40. Current ridership ranges from 3-10 per bus.
- One (1) daily PM activity bus departing Maple School between 4:45-4:50. Current ridership ranges from 3-20.



Attendance Center	Start Time	Drop-Off Time Range	Dismissal Time	Pick-Up Time Range	Current # of Riders	Current # of Routes
Winkelman School	8:10 AM	7:50 AM - 8:05 AM	2:35 PM - K-1 2:40 PM - Gr 2-5	2:35 PM - 2:40 PM	306	7
Field School	8:35 AM	*8:20 AM - 8:30 AM	3:30 PM	3:30 PM - 3:40 PM	146	4

#### West Northfield School District 31

In addition to student to/from school transportation services, West Northfield School District 31 requires the following:

**Inter-Campus Shuttle:** Two band buses are provided on Tuesdays. Buses are to be at Winkelman at 2:35 PM to load and depart by 2:42 PM to head to Field. Also, inter-campus buses are needed for transporting students to basketball practices/games from Field to Winkelman.

**Late Activity Buses:** Winkelman currently has two after school activity buses. Once bus route goes to Indian Ridge, Stone, Gate, and to a few homes just off of Techny near Field and then ends back around Mission Hills (low # of riders).

The second bus route covers Brookview Village, Timber Trails, Salem Walk, Greenleaf, Concord, Bishop's Gate, and Twelve Oaks. This bus is over croweded and it would be best if we could split this route.

Winkelman after school clubs are on Tuesdays, Wednesdays, and Thursdays with an average of 77 riders per day. Due to the after school clubs, Monday and Friday buses are generally filled.

Field after school clubs are also on Tuesdays, Wednesdays, and Thursdays. Additional buses would be needed for a few social events after school.

Charter buses are needed for field trips, sporting events, and other activities outside of the district. The intent is to have two field trips per year, per grade level. Charter trips are also needed for articulation activities for Field students.

\*Should District 31 offer a breakfast program, the start times may be earlier.



Attendance Center	Start Time	Drop-Off Time Range	Dismissal Time	Pick-Up Time Range	Current # of Riders	Current # of Routes
Glenbrook North HS 2300 Shermer Rd Northbrook, IL 60062	7:40 AM	7:10 AM - 7:30 AM	2:55 PM	3:00 PM - 3:15 PM	350	10
Glenbrook Off Campus 1835 Landwehr Rd Glenview, IL 60026	8:45 AM	8:15 AM - 8:35 AM	2:30 PM	2:30 PM - 2:40 PM	33	4
Glenbrook South HS 4000 W. Lake Ave Glenview, IL 60026	8:00 AM	7:30 AM - 7:50 AM	3:15 PM	3:20 PM - 3:35 PM	800	16

Northfield Township High School District 225 (dba Glenbrook High School District 225)

Current student to/from school transportation routes are attached in Appendix A.

In addition to student to/from school transportation services, Glenbrook High School District 225 requires daily shuttle service between the hours of 8:00 AM and 3:00 PM. The daily shuttle service transports students between the three (3) campuses.

Glenbrook High School District 225 also requires late activity bus service. A single late activity bus will service Glenbrook North High School students, and will depart from the school at 5:00 PM daily. Three (3) late activity buses will service Glenbrook North students as follows:

- Two (2) westbound buses will depart from Glenbrook South at 4:45 PM daily;
- One (1) eastbound bus will depart from Glenbrook South at 4:45 PM daily;
- One (1) eastbound/westbound bus will department Glenbrook South at 5:45 PM daily.

Current late activity transportation routes are attached in Appendix A.



# Section 7 Required Bid Documents

- A. Confirmation of Due Diligence and Bid Submission
- B. Certificate of Eligibility to Contract
- C. Certificate of Compliance with Illinois Drug-Free Workplace Act
- D. Certificate Regarding Sexual Harassment Policy
- E. Statement of Non-Discrimination
- F. Non-Collusion Affidavit
- G. Prevailing Wage Statement
- H. Bid Bond, Certified Check or Bank Draft
- I. Joint Transportation Bid Submission Forms (Must Use Provided Form)
- J. Audited Financial Statements
- K. 3 References
- L. Addendum Acknowledgement Form



Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

# **Confirmation of Due Diligence and Bid Submission**

I hereby agree that by signing this bid form that I have thoroughly read and understand the transportation specifications and agree to provide transportation services to the District for 2017/18 through 2019-20 as per the above prices.

<u>By:</u>						
Company						
Street Address						
City			State	Zip Code	-	
E-mail Address			Telephone		<u></u>	
Name (Printed)			Signature		-	
Title			Date		-	
Witness:						
Name (Printed)		;	Signature		-	
State of Illinois County of						
On the	day of _	_, to me kno	, 20 wn to be the j	, before me person(s) named l	personally herein and wl	appeared
the foregoing R	elease and			acknowle	edged to	me that
My term expires		_, 20		Notary Pu	blic	
SEAL:						



# PLEASE INCLUDE ANNUAL FINANCIAL REPORTS AS REQUIRED



Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

#### **Certificate of Eligibility to Contract**

That, pursuant to section 33E of the Illinois Criminal Code of 1961 as amended, (Contractor) hereby certifies that neither he/she/it/they nor any of his/her/its/their partners, officers, or owners of the business have been convicted in the past five (5) years of the offense of bid-rigging under section 33 E of the Illinois Criminal Code of 1961 as amended; that neither he/she/it/they nor any of his/her/its/their partners, officers or owners have never been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and izethat neither he/she/it/they nor any of his/her/its/their partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

<u>By:</u>

Com	pany								
Nam	e (Printed)			Sign	ature				
Title				Date	;				
	e of Illinois nty of			-					
On	the	-		_, to me known t				 	
the	foregoing	Release	and	voluntarily execu		ack			
My t	erm expires _			, 20					
SEA							ary Publ	*	



Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

## Certificate of Compliance with Illinois Drug-Free Workplace Act

(Applicable Only to Contractors with 25 or More Employees)

(Contractor), having 25 or more employees, does hereby certify
pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that (he, she, it, they) shall
provide a drug-free workplace for all employees for all 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, they) is/are not ineligible for award of this contract by reason of debarment for violation
of the Illinois Drug-Free Workplace Act.

<u>By:</u>

before me personally appeared on(s) named herein and who executed
_ acknowledged to me that
Notary Public



Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

#### Certificate Regarding Sexual Harassment Policy

(Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it, they) has a written sexual harassment policy that includes, at a minimum the following information: (1) the illegality of sexual harassment; (ii) the definition of sexual harassment under the State Law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

<u>By:</u>

Comj	pany			8		
NT	(Defet al)			11		
Namo	e (Printed)			Signature		
Title				Date		
	of Illinois ty of			_:		
On	the	day	of	, 20, before me , to me known to be the person(s) named h		
the	foregoing	Release	and	-		iat
My te	erm expires			_, 20Notary Pul	blic	
SEAL	.:					



Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

#### Statement of Non-Discrimination

(Contractor) will provide equal employment opportunities to all persons regardless of their race, color, creed, religion, national origin, sex, sexual orientation, age, ancestry, marital status, arrest record, military status or unfavorable military discharge, citizenship status provided the individual is authorized to work in the United States, use of lawful products while not at work, being a victim of domestic or sexual violence, physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation, and other legally protected categories

By:

Company	
Street Address	ν. 
City	State Zip Code
E-mail Address	Telephone
Name (Printed)	Signature
Title	Date
<u>Witness:</u>	
Name (Printed)	Signature

**NOTARY PUBLIC - REQUIRED NEXT PAGE** 



# EXHIBIT A

# Statement of Non-Discrimination

	of Illinois ity of				
On	the	_ day	of _	, 20, before me personally a , to me known to be the person(s) named herein and who e	ppeared
the	foregoing	Release	and		
My to	erm expires _			, 20	

SEAL:



## Student Transportation Joint Bid February 2017

Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

## **Non-Collusion Affidavit**

The submittal of a bona fide bid affirms that no member, representative, or agent of the firm, company, corporation or partnership submitting the bid has entered into any combination, collusion or agreement with any person regarding the price to bid by anyone in this bidding, or to anyone from the bidding, or to induce anyone to refrain from bidding; and that the bid submitted is made without reference to any other bid and without any other person related to this bidding. It is further affirmed that no person or persons, firms or corporations has, have or will receive either directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

The Board of Education reserves the right to reject any or all bids, to accept any bid favorable to its interest, and to waive any informality.

<u>By:</u>

Company		
Street Address		
City	State	Zip Code
E-mail Address	Telephone	
Name (Printed)	Signature	;
Title	Date	<u>_</u>

## **NOTARY PUBLIC - REQUIRED NEXT PAGE**

# EXHIBIT A

# Non-Collusion Affidavit

	of Illinois aty of			<u> </u>						
On	the	day	of _	, to me kno		before			-	
the	foregoing	Release	and	voluntarily e	 	ac		edged		that
My to	erm expires _			_, 20		No	tary Pu	blic		

SEAL:



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## Student Transportation Joint Bid February 2017

Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

# **Prevailing Wage Statement**

That the Contractor and any subcontractors of the Contractor will, where applicable, comply with prevailing wage rates for Cook County.

<u>By:</u>

Company					
Street Address					
City		State	Zip Code	-7	
E-mail Address		Telephone			
Name (Printed)		Signature		Ĩ	
Title		Date		-	
State of Illinois County of					
the foregoing Release a	, to me kno	own to be the	person(s) named l acknowle	nerein and who	executed
My term expires		executed the s	ame. Notary Pu	blic	

SEAL:



## Student Transportation Joint Bid February 2017

Northbrook District 27, Northbrook District 28, Sunset Ridge School District 29, Northbrook/Glenview School District 30, West Northfield School District 31, and Northfield Township High School District 225 (dba Glenbrook High School District 225)

## Addendum Acknowledgement Form

The receipt of the following addenda is hereby a	acknowledged:	
Addendum No	Dated	÷
Addendum No	Dated	-
Addendum No	Dated	
Addendum No	Dated	-
Addendum No	Dated	-
Addendum No	Dated	-
<u>By:</u>		
Company		
Street Address		
City	State Zip Code	
E-mail Address	Telephone	
Name (Printed)	Signature	
Title	Date	



#### EXHIBIT A

#### Joint Transportation Bid Submission Form

February 10, 2017

	Submitted by:	
1.00	First Student, Inc.	

Daily AM Routes - Based on 71 passenger buses

	2017-2018 School Year			
Districts	# of Routes	Per Route Cost		
District 27	24	\$78.27		
District 28	20	\$78.27		
District 29				
District 30	8	\$78.27		
District 31	11	\$78.27		
District 225	26	\$78.27		

#### Daily PM Routes - Based on 71 passenger buses

	2017-2018 School Year			
Districts	# of Routes	Per Route Cost		
District 27	24	\$78.27		
District 28	20	\$78.27		
District 29				
District 30	6	\$78.27		
District 31	11	\$78.27		
District 225	26	\$78.27		

#### **NOTES**

\* Per route costs are to be consistent across all districts.

#### \*\* Additional routes may be added based on need and enrollment.

\*\*\* Member districts and company will meet twice a year to review and agree upon the route pairings.

\*\*\*\* In the event of a change in the drop-off time range or pick-up time range as defined in Section 6 of the Student Transportation Joint Bid Specifications - February 2017, or should the route structure change in a manner that prevents an equal number of bus pairings, a charge of \$250.00 per bus, per day, will be assessed.

\*\*\*\*\* In the event that the existing pairings cannot be operated due to a schedule conflict (one district is in session, the other is not), the district still requiring services will be charged a rate of \$250.00 per bus, per day <u>only</u> for those routes that are unable to be paired based on the pairing and routing schedule provided to the districts.

\*\*\*\*\* First Student will provide each district's contact(s) an updated routing and pairing sheet within 2 business days of any changes. Routing and pairing sheet must include school(s), drop off time and/or pick up time of school(s) being paired.

#### Annual Increases

_	% Increase
2018-2019 School Year	3.00%
2019-2020 School Year	3.00%

Increase to daily rate for Student Tracking \$5.00

Increase to daily rate for Administrative Functions (bus registration, parent communications, fee collection) \$3.50

Increase to Daily Rate for an 84 passenger Bus: \$10.00

Increase or decrease to Daily Rate should propane

buses be required N/A

#### EXHIBIT A

## Joint Transportation Bid Submission Form - February 10, 2017

### Submitted by:

First Student, Inc.	
rust student, mo.	

	Ott	ter Services - Daily	Charter Services - Hourly Rate		
Districts	Shuttle	Mid-Day Route	Late Activity Route	Hourly Charter	Minimum Hours
District 27		\$65.00	\$75.00	\$40.98	3 hours
District 28		\$65.00	\$75.00	\$40.98	3 hours
District 29			\$75.00	\$40.98	3 hours
District 30 (A)	\$30.00 per hr	\$65.00	\$75.00	\$40.98	3 hours
District 31	\$30.00 per hr	\$65.00	\$75.00	\$40.98	3 hours
District 225 (B)	\$250.00		\$75.00	\$40.98	3 hours

(A) One AM bus & one PM bus (B) Full School Day

## Annual Increases

	% Increase
2018-2019 School Year	3.00%
2019-2020 School Year	3.00%

Increase or decrease to Daily Rate should propane buses be required N/A

Increase or decrease to Hourly Rate should propane buses be required

N/A



First Student 1717 Park Street, Suite 225 Naperville, IL 60563 (630) 637-8020

February 10, 2017

Northfield Township High School District 125 Attn: Ms. Kimberly Ptak Director of Operations/CSBO 3801 West Lake Avenue, Suite 301 Glenview, Illinois 60026

Dear Ms. Ptak,

First Student is pleased to submit this response to the Joint Bid of Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225for the Regular Education Student Transportation Services. Enclosed please find a fully compliant bid submission for Regular Education Transportation Services. All issues noted with the bid specifications are attached with our Executive Summary.

Our pricing plan is based on our fully compliant response that accepts all conditions contained in the RFP but we must have the exceptions noted in the final contract specifically but not limited to the requirement that we must receive a minimum of \$250.00 per bus per day.

Please note that bid is predicated on being awarded the contracts from all member Districts work listed in the RFP.

First Student is proud of its relationship with Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225. First Student has designed and implemented policies and procedures that improved the quality of service to the District and safety of its passengers. We look forward to continuing this partnership.

Should you have any questions or concerns regarding this bid submission please do not hesitate to contact me at your convenience.

Sincerely,

Imes Alhan

James H. Kingston District Manager

Cc: Bryan Williams, Location Manager

# executive SUMMARY

The mission of Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225. Is very common amongst the five District in that all want to prepare the students with the skills necessary for their success as resposible citizens, productive workers and lifelong learners by providing the best possible educational climate,curriculum,resources and staff; in many ways, the school bus is an extension of the classroom. At First Student, we foster a caring mindset and performance excellence among our teams providing the best start and finish to the school day.

## Caring for students today, tomorrow, together. ® is our shared mission.

We are proud of our partnership with Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225. For the past several years, we have worked collaboratively to plan, deliver and evaluate the service we are providing students and families in the communities served by the school district. We look forward to a continued partnership with the district to achieve your current objectives while helping set a course for where you want to be in the future.

# CONSTRUCTION PARTERSI ALTERIA

As the most chosen and trusted student transportation service provider in North America, the First Student team wakes up each morning with the commitment to safely and reliably carry more than six million children to and from school — moving more passengers than all U.S. airlines combined. We have extensive experience in full-service student transportation management, specialneeds transportation, route optimization and scheduling, and charter services. We are a member of a family of companies that make up FirstGroup America, the largest provider of safe, reliable and sustainable transportation services in North America. Our business units include First Transit and First Vehicle Services, Greyhound Lines and First Student, Inc.

# Local Expertise Supported by Global Recruitment Resources

As workforce challenges persist in Northern Illinois, a transportation partner with the resources and flexibility to manage the issue of driver recruitment and retention effectively is vital. This ensures that Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225 systems are operating safely and consistently.

1

Our local staff and managers bring experience, integrity and professionalism to the work they do. They are dedicated to fulfilling our promise to create lasting ties with students and communities. A major component of a First Student location manager's role is to understand the cycle of Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225 transportation program workforce needs — retention trends during the start-up period, variation of vehicle and driver needs related to seasonal activities, and other unique service expectations.

To be successful, each location manager must be extremely knowledgeable of the local job market in addition to leading our teams toward safe and dependable service delivery every day. We make certain they are never alone in their recruiting efforts.

**First Student's talent acquisition team provides an unmatched level of recruitment analysis and support.** When you contract with First Student, you gain local expertise powered by global resources for customized recruitment strategies.

# **Superior Routing Services and Support**

The District seeks a provider that can successfully integrate your current routing software with Infinite Campus. We have extensive experience with Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225 regular education routing system. We will continue to automate the transfer of student data from Northbrook School District 30; West Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225, into your routing solution – daily, weekly or whatever frequency is appropriate — so that you can remain focused on your educational mission.

First Student is unique in the industry as we are the only transportation provider with an internal team of routing specialists, First Planning Solutions (FPS). We make certain the right people and systems are in place to not only make best use of Community Consolidated School District 62, but also accomplish your organizational objectives. We provide access to essential new and advanced user training, expert management of system upgrades and exceptional technical assistance.

# A Leader in Integrated Transportation Technology

You have identified an interest in adding Global Positioning System (GPS) devices, student ridership verification. These upgrades help to achieve your vision for continuous system improvement and advancement of technological literacy among students.

First Student school buses are equipped with the modern safety features and communications systems needed to deliver safe, consistent service. We supply our district partners and management staff with technologies that facilitate: a higher level of safety, open and transparent communication, precise measures of performance and efficiency levels, and simplified coordination between schools and parents. While our main objective is addressing the specific needs you have today, we are also your partner in bringing the fleet and technology goals to fruition, for all member Districts.

# FIRST STUDENT PROPOSAL HIGHLIGHTS

# **Operations Plan**

# Local Management and Key Personnel

Our location manager is responsible for leading the Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225 student transportation program toward service excellence and continuous improvement. He is the point person and designated contract



administrator. Supported by an area general manager and district manager, our location manager(s) ensures your needs are consistently met, issues are satisfactorily resolved, and additional training and resources are made available as needed to take service to the next level. It is our intent to continue operating you Regular Education transportation out of our Northbrook location

## Following is our proposed staffing plan for our Northbrook location:

- 1 location manager
- 1 safety manager
- 2 dispatchers
- General office/payroll clerk
- 1 router
- 1 shop manager
- 3 technicians

All of these employees will receive our complete full-time benefits program which includes healthcare, dental insurance, life insurance, vision plan, accidental death and dismemberment insurance, 401K retirement/savings plan, paid vacation and sick days and employee training and development programs.

# **Regional Management Support Team**

A regional and corporate support team, made up of seasoned, knowledgeable professionals, will always be available to support and provide guidance and oversight of our location. This network of resources and expertise allows our staff to share information, experience and best practices.

- Roger Moore, Senior Vice President, Central Region
- Bob Rutkoski, Area General Manager
- Jim Kingston, District Manager
- Travis Gidner, Region Safety Manager
- Scott Passini, Region Finance Director
- Sharr Campbell, Region Human Resources Director
- Scott Greenstreet, Region Maintenance Manager

# Drivers

The students we serve are at the heart of all we do at First Student; we look for drivers who not only know their community but also clearly share this core value. It has become increasingly difficult to recruit drivers in the Chicago area. We have included driver wages that are significantly more than prevailing wages. This should allow us to better recruit and retain drivers.

# **Fleet and Technology**

First Student has made a significant investment in new buses to serve the transportation needs of District. Of the 64 required buses, over half of them will be newer Thomas Built buses. These buses contain the very latest in technology and safety features including Zonar<sup>™</sup> High Definition GPS with EVIR handheld pre-trip device, two-way radios, and digital cameras on all buses. Additionally, First Student's proprietary Customer FOCUS interface gives the District direct access to actual vs. planned metrics in both replay and report formats. Replay and bus location information can be viewed by the District in near real-time while actual vs. planned data can be viewed at a District-wide and/or an individual route level, providing complete transparency.

# Facility, Maintenance and Fuel Management

First Student plans to continue to operate this business from our Northbrook facility located on Old Willow Road. First Student 's shop manager and technicians are provided extensive training and ongoing

development to keep Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225 vehicles running safely and reliably.

Our shop manager typically oversees the delivery of fuel to our locations. Fuel tanks are locked and monitored to ensure fuel meets all environmental requirements. A majority of our locations monitor fuel levels and usage electronically with daily usage reconciliation.

# **Contract Pricing**

Market conditions and risk factors have significantly changed in the Chicago area. Our pricing plan is based on our fully compliant response that accepts all conditions contained in the RFP but we must have the exceptions noted below in the final contract **specifically but not limited to the requirement that we must receive a minimum of \$250.00 per bus per day**.

We welcome the opportunity to continue our partnership with Northbrook School District 27; Northbrook School District 28; Sunset Ridge School District 29; Northbrook/Glenview School District 30; West Northfield School District 31 and Northfield Township High School District 225. In our long history of service, which we can trace back to 1950, we have developed great relationships with similar districts. We encourage you to reach out to other First Student customers like Kildeer-Countryside District 96 In Buffalo Grove, Illinois; Aptakisic-Tripp School District #102 in Buffalo Grove, Illinois; and Schaumburg Community Consolidated School District #54 In Schaumburg, Illinois to understand their experiences in working with First Student.

# **Exceptions**

- All terms and conditions as well as addenda have been noted and agreed with the following requirement: <u>Pricing</u> Rates are subject to a minimum daily charge of \$250.00 per bus per day when routes are not paired or shared among districts. i.e. the bus is doubled in the morning (2 x \$65.00 = \$130.00 AM) and single run in the PM (1 x \$65.00 and standalone surcharge to the district operating the single tier of \$55.00) for a total daily charge of \$250.00.
- <u>Termination for Convenience</u> Page 14, District can terminate the contract at the end of a fiscal year (June 30) by giving notice by April 1 to contractor. FS strongly prefers that both parties have right to terminate for convenience. Consider taking exception and revising to state

Either party may terminate at the end of the fiscal year by giving notice to the other party by April 1.

# Liquidated Damages/Penalties

Document Location: page 14

"THE DISTRICT MUST NOTIFY THE CONTRACTOR OF PENALTIES ASSESSED WITHIN THIRTY (30) DAYS SO THAT THE CONTRACTOR HAS THE OPPORTUNITY TO INVESTIGATE THE MATTER IN ORDER TO EITHER CORRECT THE CAUSE OF THE PENALTY(IES) OR TO ESTABLISH THE CONTRACTOR DID NOT CAUSE THE DELAYS. IF THE DISTRICT FAILS TO ALERT THE CONTRACTOR WITHIN THIRTY (30) DAYS OF ANY PENALTIES, THE PENALTIES WILL BE WAIVED." • SCHOOL BUSES, SECTION L & M PAGE 8

THESE SECTIONS ADDRESS INCREASES AND DECREASES WITH REGARD TO SERVICE. PLEASE TAKE EXCEPTION BY INCLUDING THE FOLLOWING LANGUAGE IN THE PROPOSAL SO THAT WE SPECIFY THE PRECISE POINT AT WHICH NEGOTIATIONS SHALL TAKE PLACE:

"DISTRICT MAY INCREASE OR DECREASE SERVICES TO BE PROVIDED BY CONTRACTOR UNDER THIS RFP. HOWEVER, WHERE SUCH INCREASES OR DECREASES IMPACT BY GREATER THAN 5% THE SERVICE LEVELS OR EQUIPMENT LEVELS REQUIRED OF CONTRACTOR UNDER THE ASSUMED ROUTES, SCHEDULES, DAYS OF SERVICE, HOURS OR MILES, OR VEHICLE REQUIREMENTS CONTAINED IN THIS RFP. UPON CONTRACTOR'S REQUEST, THE PARTIES SHALL MEET IN GOOD FAITH TO DISCUSS THE IMPACT OF SUCH CHANGES ON THE CONTRACTOR

In the event of unusual circumstances, such as changes in State or Federal taxes, laws or specifications, increased insurance or surety premiums, driver shortages impacted by starting or average wages, or any other conditions which causes any of the Contractors operating costs hereunder to increase at a rate in excess of any negotiated escalation, Contractor shall request a meeting to negotiate such impact.

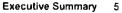
# **Exceptions & Omissions**

Any item not addressed in the specifications or proposal submission shall become open to negotiation between the parties. In the event there are material changes in the requirements of the District, and the impact of such changes materially impacts the methods and/or costs of First Student in connection with providing the services to the District, First Student may request a re-negotiation of this Contract. Such re-negotiation shall include, but not be limited to, the rates of payment, the payment schedule, and duration of the Contract and levels of service.

Should you have any questions, please contact Area General Manager Bob Rutkoski (630) 637-8033 or



Roger Moore Senior Vice President, Central Region 913-649-3333 Roger.Moore@firstgroup.com



# **Kingston**, Jim

From:Kingston, JimSent:Friday, February 10, 2017 1:12 PMTo:'Kim Ptak'; Kimberly Arakelian; 'Cathy Lauria'; Donato, Jessica; 'Dale Falk'; R.J. GravelSubject:Bid Review

Good Afternoon,

As requested we have reviewed our financial model to provide you with a cost per route without a minimum of \$250.00 per bus per day. The new cost using existing fleet is \$78.27 per route. This cost is contingent on current pairings. We will meet at least twice a year to review the pairings so as to identify any additional impact and act upon it at that time if necessary.

Should you decide to choose the original base bid with new fleet we base this and current pairings and will still require to meet at least twice a year to review the pairings so as to identify any additional impact and act upon it at that time if necessary.

Please not that in both scenarios we require the mutual termination for convenience clause as stated in our Executive Summary.

Thanks Jim

Jim Kingston District Manager Office: 847-634-0868 / 15763 West Aptakisic Road, Prairie View, II 60069 Jim.kingston@firstgroup.com

Our vision is



to provide solutions for an increasingly congested world... keeping people moving and communities prospering.

Committed to Dedicated Supportive Accountable Setting the our customers to safety of each other for performance highest standards



# PERFORMANCE BOND Annual Form

(hereinafter

Bond No. 106701998

 KNOW ALL BY THESE PRESENTS, That we First Student, Inc.
 \_\_\_\_\_\_\_\_, as Principal, and <u>Travelers Casualty and Surety Company of America</u>, of <u>Connecticut</u>, authorized to do business in the State of IL\_\_\_\_\_\_\_, as Surety, are held and firmly bound unto <u>Glenbrook High School District 225</u>, as Obligee, in the maximum penal sum of <u>Two Million Seven Hundred Thousand Dollars and 00/100</u>

Dollars (2,700,000 00 ), lawful money of the United States of America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Obligee to perform in accordance with the terms and conditions of the Student Transportation

referred to as the Contract), said Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the above named Principal, its successors and assigns, shall well and truly perform its obligations as set forth in the above mentioned Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, the Bond is subject to the following express conditions:

- 1. Whereas, the Obligee has agreed to accept this Bond, this Bond shall be effective for the definite period of <u>July 1, 2017</u> to <u>June 30, 2018</u>. The Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its right to not renew this Bond, shall itself constitute a loss to the Obligee recoverable under this Bond or any extension thereof.
- 2. The above referenced Contract has a term ending <u>June 30, 2020</u>. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be extended beyond <u>June 30, 2020</u>, unless earlier nonrenewed pursuant to paragraph 1 above.
- No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless such claim, action, suit or proceeding is brought or instituted upon the Surety within one year from termination or expiration of the bond term.
- Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set forth above, or as amended by rider.
- 5. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety at the address specified below. Any demand or request for payment must be made prior to the expiry date of this Bond.

Surety Address:	Travelers Casualty and Surety Company of America
	One Tower Square
	Hartford, CT 06183
	Attn: Bond Claim

6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond and as described in the underlying Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this <u>22nd</u> day of	<u> </u>	)17	
authinitian and silver and silver	First Student, Inc.		
	By: JSQ		
	Karen Socha	Attorney-in-Fact	, Principal
	Travelers Casualty and Surety	Company of America	
and the second se	By		
	Harold Miller Jr.	, Att	tornev-in-Fact

State of	Illinois	\.
County of	Cook	} ss:

On this 22nd day of May in the year two thousand seventeen, before me, Sharon A. Foulk, a Notary Public, duly commissioned and sworn, personally appeared Harold Miller, Jr., known to me to be the duly authorized Attorney-in-fact of the Travelers Casualty and Surety Company of America and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said Harold Miller, Jr. duly acknowledged to me that he subscribed the name of the Travelers Casualty and Surety Company of America thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires

12/08/18

Notary Public

Sharon A. Foulk

OFFICIAL SEAL SHARON A FOULK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:12/08/18 

## Exhibit A

# Special Power of Attorney

KNOW ALL MEN BY THESE PRESENTS that FIRSTGROUP AMERICA, INC., FIRST TRANSIT, INC., FIRST STUDENT, INC., FIRST VEHICLE SERVICES, INC., LAIDLAW TRANSIT, INC., LAIDLAW TRANSIT SERVICES, INC., LAIDLAW TRANSIT LTD., AUTOBUS TRANSCO (1988), INC., ALLIED BUS SALES, INC., SAFERIDE SERVICES, INC., AND SUTRANS, INC. had made, continued and appointed and by these presents does make, constitute and appoint Bill Krumm, Jodie Sellers, Jon Schroeder, Sharon Foulk and Karen Socha as its true and lawful attorneys in fact with full power to execute, seal and deliver on its behalf safety and surety bonds and other documents of similar character issued in the course of its business and to bind the Company thereby as if such writings had been duly executed and acknowledged by its own officers.

IN WITNESS WHEREOF, FIRSTGROUP AMERICA, INC., FIRST TRANSIT, INC., FIRST STUDENT, INC., FIRST VEHICLE SERVICES, INC., LAIDLAW TRANSIT, INC., LAIDLAW TRANSIT SERVICES, INC., LAIDLAW TRANSIT LTD., AUTOBUS TRANSCO (1988), INC., ALLIED BUS SALES, INC., SAFERIDE SERVICES, INC., AND SUTRANS, INC. has caused its name to be subscribed by James R. Tippen, Sr. Vice President, Finance, and its corporate seal to be affixed and attested by its Assistant Secretary on this 10<sup>th</sup> day of November, 2016.

Attest:

By: Christa McAndrew Assistant Secretary

FirstGroup America, Inc.

James R. Tippen

Sr. Vice President, Finance

State of Ohio County of Hamilton

On this May of November, 2016, personally appeared before me, a Notary Public for the State of Ohio, James R. Tippen, Senior Vice President, Finance of FIRSTGROUP AMERICA, INC., FIRST TRANSIT, INC., FIRST STUDENT, INC., FIRST VEHICLE SERVICES, INC., LAIDLAW TRANSIT, INC., LAIDLAW TRANSIT SERVICES, INC., LAIDLAW TRANSIT LTD., AUTOBUS TRANSCO (1988), INC., ALLIED BUS SALES, INC., SAFERIDE SERVICES, INC., AND SUTRANS, INC., who acknowledged that the foregoing is his free and voluntary act and deed on behalf of said corporation



Debra N. Brown Notary Public, State of Ohio Commission Expires 06-18-2020

Notary Public My Commission Expires\_06/18/2020





#### **POWER OF ATTORNEY**

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Surety Bond No. 106701998

OR

Project Description: Student Transportation

Obligee: Glenbrook High School District 225

Principal: First Student, Inc.

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Harold Miller Jr.** of the City of **Rolling Meadows**, State of **IL**, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24**<sup>th</sup> day of **June**, **2016**.

Farmington Casualty Company Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters, Inc. St. Paul Fire and Marine Insurance Company St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company



#### State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **24**<sup>th</sup> day of **June**, **2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



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Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 22nd day of May 2017

Kur E Flesh

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## SERVICES (BID) AGREEMENT

This Services Agreement ("Agreement") is entered into by and between the NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225, (hereinafter referred to as the "DISTRICT") and SAFEWAY TRANSPORTATION (hereinafter referred to as "CONTRACTOR"). For and in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the DISTRICT and CONTRACTOR agree as follows:

## **1. Contract Documents**

The Contract Documents shall consist of this Agreement, the bid specifications, bid instructions, and the proposal submitted by the CONTACTOR, (if any) and the Form Contract submitted by CONTRACTOR (a copy of the Form Contract is attached hereto as Exhibit A and incorporated herein by reference). To the extent there are bid specification, bid instructions and a proposal from CONTRACTOR, those documents are collectively referred to as Bid Documents (and are attached hereto as Group Exhibit B and incorporated herein by reference).

## 2. Precedence/Interpretation of Contract Documents

The terms of this Agreement shall take precedence and control in all respects over the Bid Documents and Form Contract. It is anticipated by the Parties hereto that the Form Contract will have some provisions covering the same provision contained in this Agreement; in such event, the terms of this Agreement shall control in all respects. For purposes of interpretation, the priority of documents shall be in the following order: 1) This Agreement, 2) Bid Documents and 3) Form Contract. Further, any inconsistency, ambiguity or discrepancy between this Agreement and the Form Contract and/or the Bid Documents shall be resolved in favor of this Agreement and in accordance with the foregoing sequence.

## 3. Term

This contract shall begin on August 1, 2018 and terminate on June 30, 2021. Either party may terminate the Agreement with written notice by April 1<sup>st</sup> for the upcoming school year (school year begins July 1<sup>st</sup>).

## 4. Representations and Warranties

In executing this Agreement, CONTACTOR represents and warrants as follows:

a) CONTRACTOR is solely responsible for payment, according to law, of all income taxes and other required withholding for CONTRACTOR and his/her/its employees;

b) No workers' compensation insurance or unemployment insurance shall be obtained by the DISTRICT concerning the CONTRACTOR, or employees of the CONTRACTOR. Said coverage, to the extent required by law, shall be provided by the CONTRACTOR.

c) CONTRACTOR has complied with all federal, state, and local laws regarding business permits, certificates, taxes, and licenses that may be required to carry out the work to be performed under this Agreement. It is expressly understood that the DISTRICT enters this Agreement on the express understanding that the CONTRACTOR possesses and will maintain throughout the term of this Agreement the certificate(s) and/or appropriate professional credentials required of the service to be performed hereunder. Proof of

Contractor Initials

required certifications will be provided to the DISTRICT upon request. Failure to have or maintain the certificate(s) required hereunder is cause for immediate termination;

d) Upon execution of this Agreement, the CONTRACTOR will provide the DISTRICT with permission from his/her/its employees for the DISTRICT to perform Illinois State Police Criminal History Background Investigations on all persons who will have direct contact with students and staff. Unless waived by the DISTRICT, the CONTRACTOR shall reimburse the DISTRICT for the costs of the criminal background investigation;

e) CONTRACTOR is in full compliance with the Illinois Preference Act and the Illinois Prevailing Wage Act, where applicable;

f) CONTRACTOR (employing 25 or more employees) is in full compliance with the Illinois Drug Free Workplace Act, as applicable;

g) CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, citizenship status, age, sex, marital status, order of protection status, disability, or military services; and

h) CONTRACTOR has a written sexual harassment policy incompliance with the requirements of the Illinois Human Rights Act (775 ILCS 5/2-105(A)), if applicable.

## 5. Payments to Contractor

CONTRACTOR shall invoice the DISTRICT monthly. All invoiced amounts are due and payable by the DISTRICT in accordance with the Local Governmental Prompt Payment Act, 50 ILCS 505/1 et seq.

## 6. Taxes and Withholdings

The CONTACTOR is solely responsible for payment, according to law, of all federal, state or local income taxes and other required withholdings for CONTRACTOR'S employees.

## 7. Termination

This Agreement may be terminated by either party if the other party is in breach of any material provisions of this Agreement, but only after written notice of default and an opportunity to cure said default has been provided. A party shall have fourteen (14) days after receiving written notification of default in which to cure the identified default.

Either party may terminate this Agreement, without cause, upon 30-day prior written notice to the other party of the intent to terminate without cause. The parties shall deal with each other in good faith during the (30) day notice period.

In the event this Agreement is terminated, the DISTRICT shall pay CONTRACTOR for all mutually agreed upon services provided up to the date of termination.

In the event of a dispute between the respective parties hereto which results in litigation relating to this Agreement, the losing party shall pay all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in the said litigation.

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THE RESPECTIVE PARTIES HERETO IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

# 8. Notices

Any notices required to be given pursuant to this Agreement shall be addressed to the following and sent via first class United States mail, return receipt requested, or via facsimile:

To the DISTRICT:	To the CONTRACTOR:
Raoul J. Gravel III, Ed. D.	Name: Lucky Sahota
Asst. Sup. for Business Services/CSBO	Position: President / CEO
Glenbrook High School District 225	Address: 550 N. Greenbay Road
3801 West Lake Avenue	City: Waukegan
Glenview, IL 60026	State/Zip: IL, 60085
Phone Number: (847) 486-4745	Phone Number: (847) 599-1085
Fax: (847) 486-4734	Fax Number: (847) 599-1079
Email:rgravel@glenbrook225.org	Email: lucky@safewaytransportationservices.com

# 9. Non-Assignability

CONTRACTOR may not assign this Agreement without prior written agreement by the DISTRICT.

# 10. Indemnification

Contractor shall indemnify, defend and hold District 225 and its employees, and Board members from and against any and all damages, losses, claims, suits, demands, actions, causes of action, setoffs, liens, attachments, debts, judgments, liabilities or expenses including, attorneys' fees and costs by reason of any claim, demand, suit, or judgment arising out of or alleged to have arisen out of or in any way relating to this Agreement.

# **11. Modification**

This Agreement may be amended or modified only by a written instrument signed by both parties.

## 12. Governing Law/Venue

This Agreement shall be governed by, and construed exclusively in accordance with, the laws of the State of Illinois. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois, Eastern Division.

## **13. Integration**

This Agreement supersedes all prior negotiations, understandings, and agreements between the Parties hereto and constitutes the final and complete understanding of the Parties regarding the subject matter hereof. Both Parties acknowledge and agree that neither Party has relied on any representations or promises in connection with this Agreement not contained herein.

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## 14. Compliance with Law

In addition to the laws specifically mentioned in this Agreement, Contractor shall at all times comply with any and all other applicable federal, state and local laws, including Title III of the Americans with Disabilities Act (ADA).

# 15. Waiver

Waiver by either Party of any default, breach or provision will not be construed as a waiver of any other default, breach or provision under this Agreement.

## 16. Time of the Essence

Time is of the essence in the performance of this Agreement.

# 17. Severability

If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, the remainder of this Agreement shall remain in full force and affect and will be construed and enforced as if such provision had not been included herein.

# 18. Authority to Execute

The individuals signing on behalf of the Parties to this Agreement hereby represent and warrant that they have full and absolute legal authority to execute this Agreement.

# 19. Insurance

Prior to commencing any services under this Agreement and as a condition precedent to the District's obligation to perform under this Agreement, CONTRACTOR shall provide DISTRICT with proof of insurance in such amounts and for such coverages as the District deems necessary (coverage requirements are collectively referred to as Insurance Documents and are attached hereto as Group Exhibit C and incorporated herein by reference).

## 20. Effective Date

The effective date of this Agreement shall be the later of the execution dates below.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the day and year first above written.

# Northfield Township HS District 225

Northfield Township HS

Northfield Township HS District 225 Authorized Representative

Date:

Contractor

Contractor Authorized Representative

Date: 5-18-18

# GLENVIEW COMMUNITY CONSOLIDATED SCHOOL DISTRICT 34 1401 GREENWOOD RD. GLENVIEW, ILLINOIS 60026

# AND

# GLENBROOK HIGH SCHOOL DISTRICT 225 3801 WEST LAKE AVE. GLENVIEW, ILLINOIS 60026

# SPECIAL EDUCATION TRANSPORTATION SERVICES SPECIFICATIONS AND BID DOCUMENTS

# EXHIBIT A

Public Notice Publication: 12/21/2017 Bid Package Availability: 12/21/2017 Public Bid Opening: 1/11/2018 District 34 1st Reading: 02/12/2018 District 34 Final Approval: 03/19/2018 District 225 Board Approval: 2/12/2018

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# ADVERTISEMENT FOR BID FOR SPECIAL EDUCATION TRANSPORTATION SERVICES FOR GLENVIEW COMMUNITY CONSOLIDATED SCHOOL DISTRICT 34 AND GLENBROOK HIGH SCHOOLS DISTRICT 225

The Boards of Education of Glenview Community Consolidated School District 34, Cook County, Illinois and Glenbrook High Schools District 225, Cook County, Illinois (collectively, the "Boards") are seeking bids for special education transportation services. The proposed contract will commence on the first day of school in either August or September 2018, and continue for a period of three years until the last day of summer school for the 2020-2021 school year.

Bid packages shall be available at the Glenview 34 Administration Building located at 1401 Greenwood Road, Glenview, Illinois 60026 or online at www.glenview34.org starting on December 21, 2017, at 9:00am.

Bids must be submitted in a sealed envelope in accordance with the Bid Specifications no later than January 11, 2018, at the Glenview 34 Administration Building. Facsimile and electronic bids will not be accepted. Bidders are responsible for ensuring timely delivery of their bids; no late bids will be accepted. Bids will be opened and read aloud at the above mentioned address, at 10:00am on January 11, 2018.

The bid shall be awarded to the lowest responsible bidder, first considering the bidder or bidders most able to provide safety and comfort for the pupils and the bidder's stability of service, and then considering conformity with specifications and the terms of delivery, all as reasonably determined by the Boards. The Boards reserve the right to reject any and all bids or any part thereof and to waive technicalities in the bidding procedure. All decisions of the Boards shall be final.

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# INSTRUCTIONS TO BIDDERS AND BID SPECIFICATIONS FOR SPECIAL EDUCATION TRANSPORTATION SERVICES

# INSTRUCTIONS AND GENERAL INFORMATION

- The Boards of Education of Glenview Community Consolidated School District 34, Cook County, Illinois and Glenbrook High Schools District 225, Cook County, Illinois (collectively, the "Boards" or "Districts") are seeking sealed bids from qualified individuals and/or organizations to provide special education transportation services ("Transportation Services") for students of the Districts, as designated in the Special Education Transportation Agreement contained in these Bid Documents.
- 2. The following bid schedule has been established:

# Public Notice Publication: 12/21/2017 Bid Package Availability: 12/21/2017 Public Bid Opening: 1/11/2018

One or more bidder(s) may be required to give oral presentation(s) to the Boards, as the Districts, in their sole discretion, may deem appropriate.

Transportation services provided hereunder shall commence on the first day of school in either August or September 2018, and continue for a period of three years until the last day of summer school for the 2020-2021 school year.

A mandatory pre-bid meeting will be held at 1:00pm on January 8, 2018 at 1401 Greenwood Road, Glenview, Illinois 60026. Please contact Rob Conner at rconner@glenview34.org to confirm your intent to attend the meeting.

The following Bid Packages, described in more detail in the General Conditions and Specifications, are available to bidders:

Bid A: Transportation of designated special education students of Glenview Community Consolidated School District 34.

Bid B: Transportation of designated special education students of Glenbrook High Schools District 225.

Bid C: Transportation of designated special education students of both Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225.

3. The Boards expressly reserve the right to choose between or among any of the three (3) possible arrangements identified in the Bid Documents. The Boards also expressly reserve the right to reject any and all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any bid should it be determined to be in the best interest of either Board. Interested bidders may submit bids for any or all of the arrangements specified in the Bid Document. A bidder need not submit bids for each of the three (3) possible arrangements to be deemed responsive. Instead, a bidder may elect to respond to fewer than all three (3) of the possible scenarios. The bid shall be awarded to the lowest responsible bidder, first considering the bidder or bidders most able to provide safety and comfort for the pupils and the bidder's stability of service, and then

considering conformity with specifications and the terms of delivery, all as reasonably determined by the Boards.

- 4. By submitting a bid, the bidder specifically agrees to comply with all terms identified in the Notice to Bidders, these Instructions to Bidders and Bid Specifications for Special Education Transportation Services, the selected Bidder's Bid Forms, and the Special Education Transportation Agreement (collectively "Bid Package" or "Bid Documents"). The Bid Package shall be incorporated into, and shall become a material part of the Special Education Transportation Agreement. All bids shall be deemed final, conclusive, and irrevocable, and once opened, no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without consent of the Boards after the scheduled closing time for the reception of the bids.
- 5. At the time of bid submission, bidders must be authorized to conduct business in the State of Illinois.
- 6. Bid Packages A, B, and C shall be based on the premise that the District will not be responsible for financing, holding title, licensing, or owning (in any manner) vehicles used by the successful bidder ("Contractor") in performing its obligations arising under the Special Education Transportation Agreement. The Contractor must provide transportation vehicles, labor, maintenance, insurance, and all other equipment and/or services contemplated by the full-service provision of transportation to students of the Districts, all as set forth in the Special Education Transportation Transportation Agreement.
- 7. With respect to Bid Package A, Robert Conner, Transportation Manager, shall serve as the District's primary contact with respect to this request for sealed bids and may be contacted as follows:

Robert Conner Transportation Manager Glenview Community Consolidated School District 34 1401 Greenwood Rd Glenview, IL 60026 Office: (847) 998-5064 E-Mail: <u>rconner@glenview34.org</u>

With respect to Bid Package B, Lisa Wall, Transportation Coordinator, shall serve as the District's primary contact with respect to this request for sealed bids and may be contacted as follows:

Lisa Wall Transportation Coordinator Glenbrook High Schools District 225 3801 West Lake Ave Glenview, IL 60026 Office: (847) 486-4277 E-Mail: <u>bustransportation@glenbrook225.org</u>

With respect to Bid Package C, either Robert Conner or Lisa Wall shall serve as the Districts' contact with respect to this request for seal bids.

After Bid Packages are available for distribution, all requests for information relating to the Districts and/or current student transportation operations, and/or information or clarification relating to this Request for Bids, shall be made exclusively via email and addressed only to Robert Conner or Lisa Wall, depending on the Bid Package for which information is sought. As contacts for the Districts, Robert Conner and Lisa Wall shall serve as interpreters of conditions of this Request for Bids. Communication with District representatives in a manner other than identified herein may result in disqualification.

In the event any addenda are issued, they will be emailed to all organizations and their designee who attended the mandatory pre-bid meeting. Copies of addenda will also be made available at the Glenview 34 Administration Building located at 1401 Greenwood Road, Glenview, Illinois 60026. Each bidder shall ascertain, prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge the receipt of addenda and the bid.

- 8. Sealed bids must be submitted on the Bid Forms provided, must be addressed to Robert Conner, Transportation Manager, at the address indicated above, and must be received in the District Office by 10:00 a.m. (local time), on January 11, 2018. No bids shall be accepted after this stated time. The bidder assumes the risk of any delay in handling or delivery of mail. Facsimile and electronic bids will not be considered. Please mark an opaque and sealed bid envelope with the following information:
  - a. "Special Education Transportation Services Bid"
  - b. Bid(s)\_\_\_\_\_ [Identify Bid A, B, C]
  - c. Name and address of Bidder
- 9. The bid shall be submitted in duplicate on the attached Bid Forms. All blanks on the Bid Form shall be filled in electronically or manually in ink. Neither the Bid Documents nor the submitted bid shall contain any interlineations, alteration, or erasures, and any such attempt to modify the Bid Documents may render the Bid non-responsive. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements. Any bid submitted that is not in strict compliance with the specification requirements may be rejected by Districts. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
- 10. All bidders shall include (either where indicated or as attachments to its Bid Forms and submission), the following information and/or materials. A bidder's failure to submit any or all of the following information and/or materials may render the bidder non-responsive and the bidder may be disqualified, accordingly.
  - a. Completed/signed Bid Forms.
  - b. Each submission shall include a signed statement/narrative indicating: (i) the legal name of the bidder, its corporate address(es), and phone number(s); (ii) the manner in which the bidder is organized (i.e. sole proprietor, partnership, corporation, or other legal entity); (iii) the state in which the corporation is incorporated or otherwise organized; (iv) evidence of good standing; and (v) evidence of the bidder's ability to conduct and transact business in the state of Illinois. Each copy of this

statement/narrative and the Bid Forms shall be signed by the person or persons legally authorized to bind the bidder to a contract.

- c. Bids must be accompanied by a bid bond or cashier's check payable to Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 in the amount of five percent (5%) of the estimated total revenue to be generated by execution of the bid for each bid package as a guarantee that the bidder, if selected by the Districts, will enter into the contract in accordance with all conditions and specifications. Bonds and cashier's checks will be returned to unsuccessful bidders upon award of the Agreement to the successful Bidder. The successful bidder's bid bond or cashier's check shall be returned when the contract is executed.
- d. Each bidder shall submit a current certified balance sheet prepared by a Certified Public Accountant OR the bidder's most recent Income Tax Return, with a current balance sheet that is done internally.
- e. Names, qualifications, education, and experience of bidder's management team expected to be assigned to the Special Education Transportation Agreement.
- f. A narrative description of the training and development programs for on-site staff as well as drivers.
- g. Company organization chart.
- h. A narrative outlining the bidder's experience in providing quality staffing services of the nature sought herein. The bidder shall discuss and demonstrate its dedication, commitment, and resources designed to provide the requested services and materials including, but not limited to, the following (indicate if not applicable):

-Evidence of satisfactory performance and operation in other institutions; -Experience in providing transportation services and vehicles for schools or

similar institutions;

-Employee motivational programs;

-Training and in-service development education;

-Written standards, procedures, schedules, and records; and

-Technical and specialized support personnel (e.g., labor relations representatives, human resources personnel, and training specialists).

- i. A minimum of three (3) financial references.
- j. A list of all transportation contracts the bidder (and/or any subsidiary, related entity, predecessor, or owner(s)) has entered within the past five (5) years, including: (i) name of party to contract; (ii) contact information (name, address and telephone number) for party receiving services from the bidder; (iii) whether the contract is still in force; (iv) if the contract is not currently in force, identify whether it continued for its entire original term or was terminated prematurely; (v) if the contract was terminated prematurely, identify the cause or reason for such early termination.
- k. A narrative specifically including a list of any pupil transportation related litigation to which the bidder (and/or any subsidiary, related entity, predecessor, or owner(s)) has been a party in the past five (5) years. For each such incident of litigation,

specifically identify: (i) opposing party; (ii) whether the bidder was the plaintiff, defendant, or other designated party; (iii) full caption of litigation, including court identification and cause number; (iv) nature of claim (breach of contract, personal injury, equitable action, etc.); (v) status of litigation (pending or completed); (vi) the relief granted by any resulting order or settlement.

- A bidder may also submit any additional information demonstrating the bidder's capability to successfully perform the requested services in an educational environment similar to the Districts.
- m. Any explanation, statement, or alternate bid which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto.
- 11. Bidders are responsible for their own verification of all information provided to them. Bidders must satisfy themselves, upon examination of the Specifications and other Bid Documents, as to the intent of the Specifications and Agreement. If the bidder is unclear about any of the terms or conditions of the Bid Documents, it is the bidder's responsibility to seek clarification from Robert Conner, Transportation Manager, at (847) 998-5064 or rconner@glenview34.org or Lisa Wall, Transportation Coordinator, at (847) 486-4277 or bustransportation@glenbrook225.org. After the submission of the bid, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained by the Boards. All information relative to the Districts' current operations, number of passengers, number of routes, length of routes, schedules, attendance figures, frequencies, and supplemental services stated in the Bid Documents are only estimates based upon present operations, are provided only for informational purposes, and should not be construed as a commitment on the part of the Districts or a representation regarding the Districts' needs and requirements for future years. Bidders are responsible for their own verification of all information provided to them and/or otherwise used by them in preparing and submitting their bids.
  - 12. The Contractor shall, at all times, observe and comply with all laws, ordinances, regulations and codes from federal, state, county, and other local government agencies (expressly including the School Code and additional laws and regulations of the State of Illinois applicable to the services in question and the equipment used during performance of the Special Education Transportation Agreement), that may in any manner affect the bid, scope, and/or performance of the Agreement. Additionally, the Contractor agrees as follows: It shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex, national origin, or sexual orientation, nor because of any reason prohibited by law; it shall not commit any unfair employment practice; it shall comply with the Equal Employment Opportunity Clause, the Rules and Regulations of the Illinois Department of Human Rights, and the Illinois Fair Employment Practices Act; it shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued there under and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations; if selected as the Contractor, it shall provide the Districts with full reports relating to completed criminal background investigations for all employees performing under the Special Education Transportation Agreement, as may be required by law; it shall require employees to provide evidence of physical fitness to perform duties

assigned and freedom from communicable disease; and it shall comply with all laws, regulations and provisions relating to "Drug Free" workplaces and employment.

- 13. By submitting its Bid Forms, the bidder acknowledges and certifies its compliance with the requirements of 105 ILCS 5/10-20.21(b) pertaining to: (i) the Illinois *Use Tax Act*; and (ii) its status as a non-barred bidder or contractor.
- 14. Bidders shall not include taxes to which school districts are not subject in their quotation.
- 15. No contract shall be assigned nor any part of the same subcontracted without the written consent from the Boards, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.
- 16. These instructions are to be considered an integral part of any bid and any resulting Special Education Transportation Agreement.
- 17. A mandatory post-bid interview with the Contractor will be scheduled approximately one week after bid closing.
- 18. By submitting its bid, a bidder certifies the accuracy of all materials, statements, and representations contained therein.

# **GENERAL CONDITIONS & SPECIFICATIONS**

The Boards of Education of Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 are requesting sealed bids from qualified individuals and/or organizations to provide student transportation services for students of Northern Suburban Special Education District. With respect to Bid A, Bid B, and Bid C a successful bidder shall be required to provide the vehicles required for the provision of services in question.

These General Conditions & Specifications provide an overview of the Districts' requested and required services, and these General Conditions/Specifications (along with the entire Bid Package) shall become a material part of (and exhibit to) the Special Education Transportation Agreement. Supplemental and specific performance provisions and requirements are set forth in the Special Education Transportation Agreement.

The District is requesting bids for the following three (3) possible arrangements:

Bid A: Transportation of designated special education students to and from designated special education classrooms at various general education attendance centers across the Glenview Community Consolidated School District 34 catchment area. Transportation of students is to be completed by Contractor through the use of Contractor owned and operated vehicles. Contractor will be responsible for the transportation of approximately 100 students to approximately 10 different attendance centers. Contractor vehicles must be adequately equipped to transport special education students with a variety of needs, including: wheelchair access, BESI vests, special car seats, and bus aides.

Bid B: Transportation of designated students to and from Glenbrook High Schools District 225 high schools or outplacement centers utilizing Contractor owned and operated vehicles. Contractor will be responsible for the transportation of approximately 100 students. Students may have unique needs including use of a wheelchair. Contractor vehicles must be adequately equipped to safely accommodate and transport designated students.

Bid C: Transportation of designated students to and from both Glenview Community Consolidated School District 34 attendance centers and Glenbrook High Schools District 225 high schools and outplacement centers utilizing Contractor owned and operated vehicles. Contractor will be responsible for the transportation of approximately 200 students. Students may have unique needs including the use of a wheelchair. Contractor vehicles must be adequately equipped to safely accommodate and transport designated students of both districts.

Transportation services provided hereunder shall commence the first day of school in either August or September 2018, and continue for a period of three years until the last day of summer school for the 2020-2021 school year. The Board of Education reserves the right to select between and among Bid A, Bid B, Bid C and/or to reject any and all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any proposal, should they deem such action to be in the best interest of the Districts.

Under all bid scenarios, the Contractor shall provide supplemental transportation services for field trips, athletic events, and other special programs as requested by the District ("Extra Routes"). Compensation for these types of services will be negotiated with the Contractor after the contract is executed. The Districts reserve the right to contract with other transportation contractors for field trips, athletic activities, and other purposes not included in regular school routes as necessary within the discretion of the Superintendent or designee. The Contractor shall not have exclusive rights to extra-curricular transportation needs of the Districts.

Exemplary quality control and the Contractor's responsiveness to the needs and expectations of the Districts, administration, and staff are essential. The Contractor shall, provide and maintain the required number of vehicles, transportation aides (when required), qualified drivers, vehicle storage, maintenance, fuel pumping and pumping facilities, management services, scheduling, and operational services to transport conveniently and safely, any and all students designated by the Boards according to this Agreement for Bid A, Bid B, and Bid C. Such transportation shall be provided for each and every day that school is in session and in accordance with bus routes and schedules submitted by the Contractor and approved by the District. The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs. As attendance and required transportation Agreement, the Contractor shall be required to assist the Districts in assessing transportation needs and may suggest scheduling or routing changes to the Districts. No such change shall occur, however, unless the same are reviewed and approved by the Districts.

NOTE: The Bid Forms identify the calculations that will be used to identify the "lowest" submission under each of the three (3) Base Bid scenarios.

The District offers special transportation coordination services to its participating member districts. If any member district accepts the offer, the Contractor must provide the transportation at the bid amount.

# Local Management

It is required that the Contractor have local management. Local management is defined as management being located in reasonably close proximity to the District boundaries, with personnel available five days a week and twelve months of the year in order that their efforts may be coordinated with those of the District designated staff.

# CONTRACT SCOPE

The Special Education Transportation Agreement is made a part of this Bid Package and identifies specific requirements any successful Contractor shall be required to fulfill. For summary purposes only, the Special Education Transportation Agreement requires:

The Contractor shall, provide and maintain the required number of vehicles, transportation aides (when required), qualified drivers, vehicle storage, maintenance, fuel pumping and pumping facilities, management services, scheduling, and operational services to transport conveniently and safely, any and all students designated by the Boards according to this Agreement for Bid A, Bid B, and Bid C. Such transportation shall be provided for each and every day that school is in session and in accordance with bus routes and schedules submitted by the Contractor and approved by the Districts. The Districts reserve the right to revise or change any and all routes and the number of buses required to best suit its needs. All such revisions shall be deemed an ordinary part of this contract, subject to potential payment/charge adjustments as contemplated by the Special Education Transportation Agreement.

The Contractor shall, in accordance with the Special Education Transportation Agreement, furnish all necessary labor and resources (including but not limited to personnel, training programs, insurance, support by its management, maintenance and inspection services, routine maintenance and supplies, qualified drivers, etc.). The Contractor shall annually assist in the preparation and implementation of a transportation schedule including pick up times and locations.

The Contractor shall, if and when requested by the Districts, provide transportation services for field trips, athletic events and other special programs, at a rate to be negotiated beyond the contract.

It is expected that the Contractor shall provide services at levels meeting or exceeding current performance levels.

It is incumbent upon a bidder to determine the required number of vehicles, transportation aides (when required), qualified drivers, vehicle storage, maintenance, fuel pumping and pumping facilities, management services, scheduling, and operational services with respect to Bid A, Bid B, and Bid C to provide complete transportation services for the Districts, at the minimum levels delineated herein, for the number of students and size/nature/location of the Districts' attendance center and student residences, submit staffing information and total cost calculations that will allow the Bidder to sufficiently provide the required and timely transportation of students to the District's satisfaction. The Contractor shall (through its Bid Forms and/or via a supplemental narrative) propose staffing patterns as necessary to completely perform the job of transporting students on a timely and regular basis, and in a safe manner acceptable to Districts' final approval, to provide for proper and timely transportation of District's students.

The Contractor agrees that it will allow no person, other than students, supervisors of the Contractor, designated school district staff members (e.g. Bus Aides/Special Education Student attendants/etc.) and drivers in training, to ride the bus without the prior written consent of Districts' designee.

No contract shall be assigned or any part of the same subcontracted without the written consent from the Board, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the Special Education Transportation Agreement.

The Contractor shall designate one of its management-level employees as its "Contract Manager" for the Districts, and this management-level employee shall coordinate and establish an efficient and responsive transportation program in conjunction with the Districts, shall participate in regular meetings with the Districts' representatives, and shall immediately respond to, and resolve, concerns raised by Districts. The Contractor shall, at the time of execution of the Agreement, furnish to the Boards the name, address, phone number, and email address of such Contract Manager and a statement that such Contract Manager shall have complete authority with respect to all matters relating to the performance of the Agreement.

The contract period will commence as soon as the Special Education Transportation Agreement is executed and will continue for the term identified by the District (unless sooner terminated in accordance with the Special Education Transportation Agreement), with option(s) for the Districts to renew for multiple periods in accordance with the terms of the Special Education Transportation Agreement, the laws of the State of Illinois including the *School Code*, as may be agreed to by the parties. Base transportation services shall be provided to the District commencing on the first day of attendance for the District's 2018-2019 academic year, and the successful Contractor shall commence preparations and work with representatives of the Districts regarding scheduling and routing plans immediately upon notification that it has been selected to provide transportation services for the 2018-2019 school year.

### CONTRACT EXECUTION AND INCORPORATION OF ADDITIONAL DOCUMENTS

The Contractor, when selected, shall be required to execute the Special Education Transportation Agreement, which document is a part of this Bid Package relating to this request for bids, upon the terms and for the compensation set forth in the Contractor's Bid Forms. The Contractor's Bid Forms and other Bid Documents shall be expressly incorporated into the Special Education Transportation Agreement.

### **INSURANCE REQUIREMENTS**

A. Insurance Policies

The Contractor must maintain during the term of this Agreement and any extension thereof, in companies licensed to do business in Illinois with an A.M. Best rating of at least "A," insurance coverages meeting or exceeding the following coverage amounts and types:

### **Comprehensive General Liability**

On an occurrence basis with minimum limits of at least:

(i)	Bodily Injury	\$5,000,000 each occurrence \$10,000,000 aggregate
(ii)	Property Damage	\$5,000,000 each occurrence \$5,000,000 aggregate

### Comprehensive Automobile Liability

Not less than \$5,000,000 each accident with such insurance covering liability arising out of any auto (including owned, hired, and non-owned autos):

(i) Automobile Medical Payment Insurance with a minimum limit of at least \$5,000 each person per accident;

(ii) Uninsured and Underinsured Motorist Coverage with limits of at least \$1,000,000 per person per accident.

#### Product Liability

\$5,000,000 each occurrence \$5,000,000 aggregate

### Fire and Theft Insurance

As Contractor deems necessary to protect Contractor against loss of any materials or equipment owned, rented, or licensed by Contractor, its employees, or agents.

### Umbrella Coverage

Excess or Umbrella Insurance on an occurrence basis with a minimum limit of at least \$5,000,000 per occurrence and in the aggregate.

### Workers' Compensation

Contractor shall maintain at all times during the term of the Agreement, Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than \$500,000 per occurrence for all of its employees in strict compliance with state law and shall be solely responsible for accounting for, reporting, and paying all costs in connection therewith.

The Contract shall name the Boards, their individual Board members, employees, and agents as additional insureds ("Additional Insureds") on all of the above required insurance, with the sole exception of Workers' Compensation Insurance. All insurance of the Contractor shall be the primary insurance on a non-contributory basis. Any insurance maintained by any of the Additional Insureds that may apply to a loss shall only apply on an excess basis. Further, to the fullest extent possible without invalidating any of the Contractor's insurance coverage, the Contractor waives any and all rights of subrogation it and any of its insurers may have against the Additional Insureds. Contractor shall provide the Board with a certificate of insurance, prior to the commencement of its services and before the start of each new school year, evidencing the above insurance is in place. The Boards must be provided thirty-day written pre-cancelation notice of the policy/policies required hereunder. The Contractor shall, upon demand, provide the Boards with copies of the required insurance policies, with all endorsements thereto.

B. Indemnification and Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the Districts and the Boards, including, but not limited to, their individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the Districts, employee of the Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or the provision of transportation services under this contract. The Contractor's insurance policy required under this contract shall specifically cover the Contractor's indemnification obligations described herein.

C. Termination

Each insurance company must agree not to terminate their coverage without thirty days written notice to both of the Boards and the Contractor and to include this clause in the insurance policy. In such case of termination, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten days prior to the termination of the original policy.

In the event either party is served with notice of any cancellation, proposed cancellation, or non-renewal of any of the foregoing insurance coverage, the party receiving such notice shall immediately notify the other party of the receipt of such notice and shall make whatever arrangements are necessary to replace the needed insurance coverage prior to the performance of any additional transportation services.

### CONTRACT TERMINATION

In the event the Contractor (a) neglects, refuses, or fails to perform under the provisions of this contract, and/or (b) disregard applicable laws, lawful orders, or lawful or reasonable instructions of the Districts, and/or (c) violates any provision of this contract, the Board may,

without prejudice to any other right or remedy which it may have for damages resulting therefrom, whether theretofore or thereafter accruing during the term of this contract, and without prejudice to any rights against any surety, treat the same as material breach of this contract, and after giving the Contractor ten (10) days written notice, terminate this contract.

In the event the Contractor should be adjudicated, bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiving should be appointed on account of its insolvency, the Boards may, without prejudice to any other right or remedy which it may have for damages resulting therefrom, whether theretofore or thereafter accruing during the term of this Agreement, treat the same as a material breach of this Agreement and after giving the Contractor ten (10) days written notice, terminate the Agreement.

In addition to its right to terminate this Agreement for a breach, the Boards also have the right to terminate this Agreement for its convenience by providing at least seven (7) days written notice thereof. The Contractor shall be entitled to compensation through the date of termination.

Nothing herein shall be construed to limit the right of the Districts to provide for the transportation of children or students required to be transported hereunder during such notice period in the event the contractor fails to provide transportation as required in the Agreement.

In the event of termination for any reasons set forth above, the Districts at all times reserve the right, without waiver of other rights against the Agreement, to arrange for the transportation of students or to enter into a contract with another person, firm, or corporation, or to do any other act or thing necessary to assure continuity in the transportation of students. In the event of any such termination, the Districts shall retain any other rights or remedies they may have against the Contractor, including but not limited to, recovering damages for breach of contract.

In the event of an action by the Contractor against the Boards, Contractor shall only be entitled to recover direct damages from a breach of contract. The Contractor shall not be entitled to and waives any and all rights it may have to any other damages, including, but not limited to, consequential, indirect and punitive damages.

# EMPLOYMENT AND REPLACEMENT OF PERSONNEL

The Districts shall have the right to require the replacement of any person or driver employed by the Contractor who, in either District's opinion, is not qualified or appropriate to operate a school bus or otherwise assist the Contractor in performing this contract. The Contractor must agree that it shall enter into no agreement or arrangement with any employee, person, group, or organization that could in any way prevent the Districts from exercising such right. Subject to this overriding right, however, the responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor.

# EQUIPMENT, STORAGE, AND MAINTENANCE REQUIREMENTS

Under all potential bid arrangements, the Contractor shall keep all equipment for the transportation of students in strict accordance with the State of Illinois Minimum Standards

for School Buses, as promulgated by the Illinois State Board of Education and Illinois Department of Transportation. All equipment shall be maintained in sound mechanical condition at all times to pass the required State School Bus inspections. All vehicles shall be kept in clean and satisfactory condition. All equipment must be open to examination by authorized District personnel during normal working hours. All vehicles must be equipped with two-way radios for communication with the bus company. Contractor shall ensure that all vehicles have inspections in accordance with all federal, state, and local legal requirements, that any vehicle that does not comply with inspection requirements shall not be used, and that standby vehicles shall meet the same standard as regular route vehicles. Contractor shall maintain a sufficient number of standby buses and drivers-no less than 10% of each type of vehicle used—so that there will be no service interruptions due, but not limited to, vehicle breakdowns. All vehicles provided by the bidder must be checked before use on a daily basis for any vandalism and to ensure the vehicle is in proper working order. It is the contractor's responsibility to equip buses appropriately for children with moderate to severe disabilities and to train drivers on use of specialty equipment (harnesses, tie-downs, lifts, belt hook-ups, etc.).

In addition to the Contract Manger, Contractor shall have a vehicle mechanic available on call at all times during the Special Education Transportation Agreement so that timely routine maintenance can be made as needed and so as to mitigate interruptions to services provided the Districts.

Contractor shall ensure that all buses are equipped with communications equipment in good working order. A two way radio system is acceptable. Each driver should have access to a cell phone to be used when vehicle is not in motion. Contractor shall provide the Districts access to all such required communication equipment, during the term of the Special Education Transportation Agreement. Contractor shall provide and maintain a sufficient quantity of backup devices to ensure that vehicles never operate in violation of this provision. Drivers must also be able to maintain contact with Contractor's central dispatch.

### **ROUTES AND SCHEDULING**

Routes shall be established by the Districts with assistance from the Contractor. These routes will be established no later than August 1st of the school year or as otherwise mutually agreed to by the Districts and the Contractor. Contractor shall work closely with the Districts in planning the routes and otherwise performing this Agreement. The Districts reserve the right to modify the routes and schedules to be followed and to make changes therein. The Districts will notify the Contractor whenever changes are necessary in routes or time schedules and the Contractor shall make every reasonable effort to adjust its operations to accommodate all such necessary changes on the next business day after notice is received from the Districts. The Contractor, under no conditions, shall change or in any other way modify a bus route, add a bus route, or cancel a bus route without express written permission by the Districts. Any action of this type will be deemed as a breach of contract by the Contractor and may result in an award of penalties to the Districts.

All schedules shall be in keeping with the safety of schoolchildren so as to deliver students within a reasonable time prior to the opening of the various schools, and so as to return them to their respective bus stops within a reasonable time after the close of the school day.

### BILLING AND COMPENSATION

With respect to regular transportation routes and the Base Bid(s), the Contractor shall be paid monthly, in arrears and upon tendering an invoice to the member school districts, an amount equal to the per-route (student) daily charges identified on the Bid Forms for those routes and days on which transportation was actually provided for the Districts. Glenview Community Consolidated School District 34 should receive copies of all bills sent to member districts.

With respect to extracurricular transportation, the Contractor shall be paid monthly, in arrears and upon tendering an invoice to the member school districts, an amount determined for services actually provided to the Districts.

The Contractor shall submit all billing in a format acceptable to the Districts so that reimbursement information required by the State of Illinois (or the Federal Government if transportation is being funded through a Federal Grant) is readily retrievable by the Districts and Contractor for reporting purposes. The Contractor shall submit separate monthly billing/invoicing for each of the following categories: Bid Package A, Bid Package B, Bid Package C. If transportation aides are required on any route in Bid Package A, B, or C, that cost should be quoted and billed separately.

### NON-COMPLIANCE PENALTIES

Should the Districts find the Contractor in noncompliance with the provisions of the Agreement on a route or series of routes, the Districts will be entitled to impose the following penalties, provided that the Superintendent, or his designee, has provided the Contractor two (2) days oral notice of the noncompliance and the Contractor has not cured the noncompliance within said two days.

For purposes of this Section of these Terms and Conditions, "noncompliance" means, but is not limited to, the failure to transport students on a route or routes as contracted or as requested in strict accordance with the terms, conditions and provisions of this Contract, or the failure to make changes to routes as specified and directed by the Superintendent or designee in accordance with the terms of this Contract, or the failure to comply with an explicit provision or requirement set forth in this Contract.

#### INCIDENT

PENALTY

1. No service on any to or from regularly scheduled route Daily rate per vehicle/route type

Late pick-up (15 minutes or more as defined on approved 10% of the per route cost route sheet) at a school

3.	Late drop-off (15 minutes or more as defined on approved route sheet) at a school	10% of the per route cost
4.	Missed stops on a route, provided that any missed stop has occurred on any three days per ten days of service	50% of the per route cost
5.	Failure to provide a properly licensed and permitted bus driver for a to/from route	100% of the per route cost
6.	Failure to make changes in a route(s)	10% of the per route cost

The Districts shall have the right to audit the Contractor's route and mileage records and examine the reporting records. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days after notice of the excess to the Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, the Contractor shall pay to the Districts 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 Districts to conduct any audit

The Contractor shall retain such records for a period of three (3) years plus the current year, from the date of receipt of final payment under the Agreement, for inspection and audit by representatives of the Districts. 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.

### RESERVATIONS

The District reserves the right to use other transportation services for field trips, shuttle runs, community jobs, out-of-district transportation and other purposes not included in the Base Bid regular District routes.

# ANTICIPATED DAILY STARTING AND DISMISSAL TIMES

Please see Exhibit A for additional information for daily starting and dismissal times. Because these Bid Packages involve various attendance centers, there are various times that transportation will be necessary.

Students of different public schools <u>are not</u> to be picked up or otherwise transported on the same bus carrying children from the District.

### FUEL ESCALATOR PROVISION

The successful bidder for Bid Packages A, B, and C shall purchase and provide all necessary motor fuels of the performance of the contract. There shall be NO negotiations or changes in the bid language for the entire first year of the contract (2018-2019), for a Fuel Escalator Clause. Bidders are to use \$2.50 per gallon for the purpose of pricing fuel for year 2 and 3 of the contract. In the event that fuel exceeds \$2.50 per gallon, the contractor may assess an additional cost to the district upon providing invoices that demonstrate pricing above \$2.50 per gallon during the second and third years of the contract (2019-2020, 2020-2021). Should the price of fuel be lower than \$2.50 per gallon the same calculation will be employed to determine a refund for the district.

### ADDITIONAL FORMS ALL FORMS MUST BE COMPLETED IN FULL

By signing these Forms and submitting its bid to Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 the undersigned hereby acknowledges that the term "Bid Documents" is defined herein to include the collective documents comprising the package of materials issued by the Districts, specifically consisting of: Notice to Bidders, Instructions to Bidders and Specifications, these Bid Forms, and the Special Education Transportation Agreement. The undersigned acknowledges that the terms, provisions, representations and covenants contained in the Bid Documents shall be incorporated into, and become an instrumental part of, the actual Special Education Transportation Agreement and that the undersigned shall comply with the Special Education Transportation Agreement and the Bid Documents in the event the undersigned is selected by the Districts to provide the services contemplated hereunder.

Note: It is anticipated that 178 attendance dates will be scheduled on an annual basis. The Districts' school calendar shall determine the exact number and dates of student attendance days on an annual basis. Monthly payments to the Contractor, at the rates set forth in the Agreement, shall be paid to the selected Contractor and shall be based on daily per pupil charges, that includes transportation to and from school in the AM and PM, listed in the Bid Forms, and final monthly payments to the Contractor shall be determined by multiplying the applicable charges, that include transportation to and from school in the AM and PM, by the actual number of specific routes run in a particular month that services were provided. This practice will apply to billing for transportation aides also. For Transportation Aides that are added to routes in Bid Packages A, B, and C, the cost of the transportation aide shall be split amongst all students on the route. In no event shall the Districts pay Contractor any monies exceeding those tied to services actually provided by Contractor to the Districts, and Contractor acknowledges that it is possible that fewer than 178 days of attendance requiring transportation may actually result in any particular academic year. Contractor shall invoice the District monthly, in arrears, only for those days in a particular month when transportation services (morning and afternoon transportation) were actually performed by the Contractor.

## **Bid Form**

	Bid Pac		by the bidder
Vehicles own	ersnip, operation, and	maintenance provided	by the blutter
	2018-2019	2019-2020	2020-2021
Daily Charge			1

		ckage B	
Vehicles own	ership, operation, and	maintenance provided	by the bidder
	2018-2019	2019-2020	2020-2021
Daily Charge			

	Bid Pac		
Vehicles own	ership, operation, and	maintenance provided	by the bidder
	2018-2019	2019-2020	2020-2021
Daily Charge		· · · · · · · · · · · · · · · · · · ·	

Contractors Name:	Sig	gnature:
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# Exhibit A

School	Arrival/Dismissal Times	School Address
Attea Middle School	8:10am/3:10pm	2500 Chestnut Ave Glenview II 60026
Glen Grove School	7:40am/2:40pm	3900 Glenview Rd, Glenview II 60025
Henking School Regular & Mid-Day	8:40am/3:40pm - 11:30/12:30	2941 Linneman St, Glenview II 60025
Hoffman School	7:40am/2:40pm	2000 Harrison St, Glenview II 60025
Lyon School Regular & Mid- Day	8:40am/3:40pm - 11:30/12:30	1335 Waukegan Rd, Glenview Il 60025
Pleasant Ridge School	7:40am/2:40pm	1730 Sunset Ridge Rd, Glenview II 60025
Springman Middle School	8:10am/3:10pm	2701 Central Rd, Glenview II 60025
Westbrook School Pre-K	8:30am-11:00/12:30- 3:00pm	1333 Greenwood Rd, Glenview II 60026
Westbrook School Regular & Mid-Day	8:40am/3:40pm - 11:30/12:30	1333 Greenwood Rd, Glenview II 60026
School	Arrival/Dismissal Times	School Address
Arlyn Day School	7:50am/3:00pm	3013 Illinois Rd, Winnetka, IL 60093
Arbor Academy	8:00am/2:45pm	754 Red Oak Ln, Highland Park, IL 60035
John G Conyers Learning Academy	8:50am/3:35pm	2800 W Central Rd, Rolling Meadows, IL 60008
Cove School	8:30am/3:00pm	350 Lee Rd, Northbrook, IL 60062
Glencoe South School	8:00am/2:45pm	266 Linden Ave, Glencoe, IL 60022
Hyde Park Day School	8:00am/2:45pm	980 Old Willow Rd, Winnetka, IL 60093
Keshet School	8:30am/2:45pm	3210 Dundee Rd, Northbrook, IL 60062
North Shore Academy	8:30am/3:00pm	754 Red Oak Ln, Highland Park, IL 60035
Riley School	8:00am/2:45pm	1209 E Burr Oak Dr, Arlington Heights, IL 60004
In the Press of th	8:00am/2:45pm	800 Parkview Blvd, Lombard, IL 60148

## District 225

School	Arrival/Dismissal Times	School Address
Glenbrook South High School	8:00am/3:15pm	4000 W. Lake Ave Glenview, IL
Glenbrook North High School	7:40am/2:55pm	2300 N. Shermer Rd Glenview, IL

# Exhibit B

Students and attendance centers of Glenbrook High Schools District 225:

Number of Students	Transported from student home to/from	
20	Glenbrook South High School 4000 W. Lake Ave Glenview, IL	
28 Glenbrook North High School 2300 N. Shermer Rd Northbrook, IL		
23	NSSED Transition Center 405 Lake Cook Rd. Deerfield, IL	
7 North Shore Academy 754 Red Oak Lane Highland Park, IL		
22	Various Outplacement Locations	

## Exhibit C

Students and attendance centers of Glenview Community Consolidated School District 34:

Number of Students	Transported from student home to/from		
15	Attea Middle School 2500 Chestnut Ave Glenview, IL		
5	Glen Grove School 3900 Glenview Rd Glenview, IL		
6	Henking School 2941 Linneman St, Glenview, IL		
3	Hoffman School 2000 Harrison St, Glenview, IL		
14	Lyon School 1335 Waukegan Rd, Glenview Il 60025 Glenview, IL		
4	Pleasant Ridge School 1730 Sunset Ridge Rd Glenview, IL		
9	Springman Middle School 2701 Central Rd, Glenview, IL		
32	Westbrook School 1333 Greenwood Rd Glenview, IL		
6	North Shore Academy 754 Red Oak Lane Highland Park, IL		
15	Various Outplacement Locations		

# BIDDER REPRESENTATIONS AND CERTIFICATIONS

In compliance with this request for bids and to all conditions thereof, the undersigned offers and agrees to furnish the services and materials in accordance with the requirements, terms, and standards defined by these Bid Documents, including the Instructions to Bidders and Specifications, these Bid Forms, and the Special Education Transportation Agreement. By submitting these Bid Forms, the bidder acknowledges that the terms, provisions, representations, and covenants contained in the Bid Documents shall be incorporated into, and become an instrumental and material part of, the actual Special Education Transportation Agreement and that the undersigned shall comply with the same in the event the undersigned is selected by the Districts to provide the services contemplated hereunder.

# IN MAKING THE BID, THE BIDDER REPRESENTS THAT:

- 1. The Bidder has read and understands the Bid Documents, this bid is made in accordance therewith including the following: Instructions to Bidders and Specifications; these Bid Forms; the Special Education Transportation Agreement, and any Addenda issued.
- 2. The bid is based on the materials, equipment, personnel, and systems required by the Bid Documents without exception.
- 3. The bidder shall enter into the Special Education Transportation Agreement with the Districts if, when and upon being notified by the Districts that its bid has been accepted. The bidder understands that the terms and conditions of the Bid Documents, including its responsive Bid Forms, are those that will be made part of the Special Education Transportation Agreement. Any exceptions to the terms and conditions must be stated, in writing, must accompany the bidder's Bid Forms, and may be cause (at the Districts' sole determination and discretion) to render the bid in question "non-responsive."

## THE UNDERSIGNED HEREBY FURTHER CERTIFIES:

- He/she is the duly authorized agent of the entity identified below ("Bidder") and is expressly authorized to execute this Certification on its behalf, to bind Bidder to the terms of the Bid Documents, and to execute the Special Education Transportation Agreement if Bidder is selected by Districts.
- 2. All materials and responses submitted in conjunction with these Bid Forms are true and accurate.
- In compliance with the Districts' request for bids and with all conditions thereof, Bidder offers and agrees to furnish the services and/or materials in accordance with the requirements, terms, and standards defined by these Bid Documents,

including the Instructions to Bidders and Specifications, these Bid Forms, and the Special Education Transportation Agreement.

- 4. Bidder has and will comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to: the Illinois *Use Tax Act*, and Bidder certifies that it qualifies as a non-barred Bidder or contractor under said provisions.
- 5. Bidder and the undersigned affirm that no person or persons, firms, or corporation has, have, or will receive directly, any rebate, fee, gift, commission, or anything of value on account of this bid and/or its potential selection as the Contractor, or that any employee or Board of Education member of either District or State of Illinois has any undisclosed interest in the award of this contract.
- 6. Bidder acknowledges and represents that this bid shall remain open and valid for a period of 75 days subsequent to the bid opening and that the Bidder will, if selected by the Districts, execute the Special Education Transportation Agreement included as part of the Bid Documents within said period of time.
- 7. Bidder is duly licensed and authorized to conduct business in the State of Illinois.
- 8. BIDDER HEREBY CERTIFIES THAT CONTRACTOR IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATION CONVICTIONS AND CERTIFIES COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT.
- 9. BIDDER HAS ATTACHED ALL DOCUMENTATION AND INFORMATION REQUESTED AND REQUIRED IN THE INSTRUCTIONS AND GENERAL INFORMATION SECTION OF THE BID PACKAGE.

## CERTIFICATION REGARDING GENERAL UNDERSTANDING AND ACCEPTANCE OF BID CONDITIONS

I have read and understand the information included in this Special Education Transportation Bid Packet and have bid accordingly. I have provided all necessary information and have checked all computations. The bid has been submitted with each space properly completed. I understand that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted.

Name of Bidder (please print)			Bid Submitted by (signature)
Address		Title	
Phone Number		- 5	Date
The Contractor listed above is			
Minority owned Business	Yes	No	
Female owned Business	Yes	No	
Business owned by person			
with disabilities	Yes	No	
Locally owned Business	Yes	No	

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers of representatives, have executed this Agreement as of the Effective Date set forth above.

Signature

Printed Name

### CERTIFICATIONS OF COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Bidder (please print)

Submitted by (signature)

Title

# CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

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

Name of Bidder (please print)

Submitted by (signature)

Title

# CERTIFICATE OF ELIGIBILITY TO BID

(contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date	Name of Contractor/Company
	Street Address

City, State, Zip Code

Title of Officer

Name of Officer (printed)

Signature of Officer

## CRIMINAL BACKGROUND CHECK CERTIFICATION

Contractor hereby represents, warrants and certifies that in accordance with Section 10-21.9 of the Illinois *School Code* efforts will be or have been made to screen applicants and to perform background checks to ensure that Contractor's employees who will serve the Districts under this Contract have no prior criminal record that would render said persons as prohibited from working in a school setting, e.g., child molestation, pornography, etc. Contractor will also be and remain in compliance with current and future local, state, and federal laws and regulations regarding this matter.

Contractor further agrees that it shall not employ any person, including but not limited to school bus drivers and other transportation employees, who have or may have direct, daily contact with the pupils of any school in the District, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the written "Authorization of Criminal Background Information From," which is attached to the Contract Documents as Attachment H, authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 10-21.9 of the Illinois *School Code* and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated in Section 10-21.9. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Carrier further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the enumerated offenses set forth in Section 10-21.9 of the Illinois *School Code*, shall be employed thereby in any position that involves or may involve contact with the students of the School District.

This certification is executed on the date hereinafter indicated by the designated Contractor by its duly authorized officer.

Name of Contractor

Date

Contractor's Signature

Name and Title

## **CERTIFICATION OF PHYSICAL FITNESS**

Contractor hereby represents, warrants, and certifies that in accordance with Section 24-5 of the Illinois *School Code*, Contractor will provide to the Boards of Education of Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 evidence of physical fitness to perform assigned duties and freedom from communicable disease of all employees to have contact with students of either district. Such evidence shall consist of a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advanced practice nurse, or a licensed physician assistant not more than 90 days preceding the time of presentation to the Boards, and the cost of such examination shall rest with the employee. Contractor's employees may be subject to additional health examinations, including screening for tuberculosis, as required by rules adopted by the Department of Public Health or by order of a local public health official.

Name of Contractor

Date

Contractor's Signature

Name and Title

### **NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent, being truly sworn, on oath that he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, not to prevent any person from bidding nor to induce anyone to refrain from bidding, and that bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporations has, have, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Firm or Corporation Official

On behalf of:

Firm or Corporation

Subscribed and sworn to before me this \_\_\_\_\_day of \_\_\_\_\_(month/year)

My commission expires:

Date:

Signature: \_\_\_\_\_

### STATEMENT OF NON-DISCRIMINATION

As part of my proposal on a contract to provide transportation, I certify:

- 1. That in the hiring of employees for the performance of work under this Contract or any subcontract, as Contractor, or any persons acting on the Contractor's behalf, shall not, by reason of race, creed, color, national origin, age, sexual orientation, marital status, citizenship status, arrest record, being a victim of domestic or sexual violence, mental or physical handicap or disability, military status or unfavorable discharge from military service, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.
- 2. That no contractor, subcontractor, nor a person acting on the contractor's behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, age, sex, religion, sexual orientation, marital status, citizenship status, arrest record, being a victim of domestic violence, mental or physical handicap or disability or unfavorable discharge from military service.
- 3. For the performance of the Contract, the Contractor shall agree as follows: That all contractors or subcontractors will comply with all the state laws regarding nondiscrimination. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, sex, religion, sexual orientation, marital status, citizenship status, arrest record, being a victim of domestic or sexual violence, mental or physical handicap, or disability, military status or unfavorable discharge from military service.

Furthermore, it is understood that the undersigned has been given the authority to represent the company herein listed below.

Firm or Corporation Official

On behalf of:

Firm or Corporation

Subscribed and sworn to before me this \_\_\_\_\_day of \_\_\_\_\_(month/year) My commission expires:

Data				
Date:				
	 	_		-

Signature:

# CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Act and the Illinois Fair Employment Practices Act as stated under Compliance with Legislation in Instructions to Bidder.

Name of Bidder (please print)

Submitted by (signature)

Title

### APPENDIX

# Special Education Transportation Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018, by and between the Boards of Education of Glenview Community Consolidated School District 34, Cook County, Illinois and Glenbrook High Schools District 225, Cook County, Illinois ("Districts") and \_\_\_\_\_\_ ("Contractor") (collectively referred hereto as "the parties").

WHEREAS, the Districts have requested public bids for the provision of special education transportation services ("Services"); and

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

WHEREAS, the Districts have awarded this Agreement to Contractor to provide student transportation services in accordance with the bid specifications;

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

1. **Duration of Agreement.** The Agreement shall be effective from the first day of school of the 2018-2019 school year, and shall continue in force and effect through the last day of summer school of the 2020-2021 school year, and for the period thereafter as may be extended by the parties.

2. **Contract Documents.** The documents comprising the entirety of this Agreement (the "Agreement Documents") are the Instructions to Bidders and Specifications, General Conditions and Specifications, Bid Forms, Addenda thereto as issued by the Districts, the Bid Proposal Form submitted by Contractor, including any additional documentation submitted with the Bid Proposal Form, and this Agreement.

3. **Contract Manager.** Effective the 2018-2019 school year, the following individual shall serve as the Contractor's contract manager and shall work in conjunction with the Business Office of both districts:

Name:	
Address:	
Phone:	
Email:	

The Contractor grants the above-named contract manager complete authority with respect to all matters relating to the Contractor's performance of this Agreement. This shall include matters relating to personnel, adherence to bus routes and schedules, and responsibility for the keeping of records required under the Agreement Documents. Any changes in the contract manager shall be mutually agreed to in writing.

4. **Document Supremacy.** In the event any term or provision of one Agreement Document conflicts with a term or provisions of another, the term or provision of this Agreement shall prevail over all other documents, and the term or provision of the Bid Specifications and Addenda thereto shall prevail over the Contractor's Bid Proposal Form.

5. **Compensation.** Contractor shall provide all services as awarded by the Districts and shall be compensated according to the terms of the General Conditions and Specifications and their Addenda in the amounts listed in the Bid Proposal Form submitted by Contractor.

6. **Complete Understanding.** The Agreement Documents set forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

7. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

8. Indemnification. Contractor agrees to indemnify, hold harmless, and defend the Districts and the Boards, including, but not limited to, their individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the Districts, employee of Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or the provision of transportation services under this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates indicated below.

<b>DISTRICT:</b> BOARD OF EDUCATION OF GLENVIEW COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34, COOK COUNTY	CONTRACTOR:
Ву:	Ву:
Its: <u>Board President</u>	Its:
Date:	Date:
ATTEST:	
Ву:	
Its: <u>Board Secretary</u>	
Date:	
DISTRICT: BOARD OF EDUCATION OF GLENBROOK HIGH SCHOOLS DISTRICT NO. 225. COOK COUNTY	
Ву:	
Its:	2
Date:	
ATTEST:	
By:	-
Its:	
Date:	-

Previvous Price 55.00	New Price	Discount Amount	
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75.00	\$ 60.00	\$ 15.00	
45.00	\$ 45.00	5	
45.00	\$ 45.00	\$	
55.00	\$ 45.00	\$ 10.00	
75.00	\$ 65.00	\$ 10.00	
75.00	\$ 65.00	\$ 10.00	
75.00	\$ 60.00	\$ 15.00	
55.00	\$ 50.00	\$ 5.00	
75.00	\$ 65.00	\$ 10.00	
75.00	\$ 65.00	\$ 10.00	
75.00	\$	\$ 15.00	
75.00	\$ 75.00		
35.00	\$ 30.00	\$ 5.00	
35.00	\$ 30.00	\$ 5.00	
35.00	\$ 30.00	\$ 5.00	
scount Price a Day		\$ 115.00	
8 days of school= \$20,4	70 of Total Saving		
		STARTZOB	
previous bid the cost v	vas \$10 and in nei	v bid it will be \$7.	
Example- Additional 60	students a day, a	\$3 discount is \$180.	
And \$180 with 178 da	ys of school is \$32	,040 of savings.	
Total Potential	District Saving	cs= \$52,510	
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Pricing Structure - EXHIBIT B

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### NORTHFIELD TOWNSHIP HIGH SCHOOL DISTRICT 225 VENDOR INSURANCE DOCUMENTS - EXHIBIT C (Certificate of Insurance Sample & General Insurance Requirements)

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ACORD 25 (2016/03)

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### TRANSPORTATION BID INSURANCE REQUIREMENTS EXHIBIT A



The following insurance requirements are compulsory for vendors or contractors wishing to perform work at any of the Glenbrook High School District 225 locations listed below:

- Glenbrook South High School 4000 West Lake Avenue, Glenview, IL 60026
- Glenbrook North High School 2300 Shermer Road, Northbrook, IL 60062
- Glenbrook District Office 3801 West Lake Avenue, Glenview, IL 60026

Fax: (562) 435-2999

- Glenbrook Off Campus Facility 1835 Landwehr Road, Glenview, IL 60026
- Glenbrook Evening High School 1835 Landwehr Road, Glenview, IL 60026
- Glenbrook Transition Center 1340 Shermer Road Suite 270, Northbrook, IL 60062

CERTIFICATE HOLDER:	Northfield Township High School District 225 c/o Insurance Tracking Services, Inc. (ITS)
	P.O. Box 20270
	Long Beach, CA 90801
	Email: SSCRMP@instracking.com

Endorsements must be submitted with the certificate of insurance; additional insured endorsement
must conform to ISO form CG 20 10 and CG 20 37, listing all required additional insureds, job name
and address.

 Insurance shall be written with a company having at least an "A" rating as listed in the latest edition of the A. M. Best Insurance Guide.

#### LIMITS OF LIABILITY (Minimum Limits):

General Liability		1
(a) Bodily Injury	(i) Each Occurrence	\$1,000,000
	(ii) Annual Aggregate	\$1,000,000
(b) Property Damage	(i) Each Occurrence	\$1,000,000
(b) moperty builde	(ii) Annual Aggregate	\$1,000,000
(c) Personal Injury	Each Person Aggregate	\$1,000,000
	Vaiver of subrogation & corresponding endorsement requ	
Automobile Liability		to the second
(a) Bodily Injury	Each Occurrence	\$5,000,000
Additional insurad	's must be listed on a primary & non-contributory basis;	endorsement required.
Auditional Insured	is must be listed on a primary & non contine doily care,	
Workers Compensation	1	\$500,000
	(i) Per Accident	\$500,000 \$500,000
	1	\$500,000
Workers Compensation	<ul><li>(i) Per Accident</li><li>(ii) Disease, policy limit</li></ul>	\$500,000 \$500,000 \$500,000