

TRANSPORTATION CONTRACT

AGREEMENT made the 29th day of April, 2015, between
Lincolnwood SCHOOL DISTRICT FIRST STUDENT, INC.
(hereinafter referred to as the "District") and ~~CONTRACTOR, INC.~~ (hereinafter referred to
as the "Contractor").

Term of Contract.

The Contractor, for and in consideration of the payments to be made as hereinafter set forth in the Cost Schedule attached hereto as Appendix A, hereby agrees to transport students that the District must transport by law and students that have independently agreed to pay for transportation to and from the schools of the Districts and all special routes as defined herein as well as all students requiring transportation for extracurricular activities including activity trips, field trips, and transportation for such events as are required by the Board or its authorized agent from August 1, 2015, through July 31, 2018. The term of this contract may be extended at the option of the District for two (2) additional one (1) year periods. Notice of the extension of the contract shall be provided to the Contractor in writing not later than March 31st of the year of termination.

Local Office and On-Duty Dispatcher/Manager.

The Contractor shall maintain a local bus office parking lot and bus garage within Niles Township or within a ten-mile radius of the intersection of Skokie Boulevard and Oakton Street in Skokie, Illinois. The local office shall be staffed with a manager and at least one dispatcher from 6:00 a.m. to 6:00 p.m. on school days. When buses are in use outside of this time period, a dispatcher or manager will be available by cell phone and pager within five (5) minutes to respond to concerns of the School District.

Indicate the location where the buses will be housed and maintained. The facility must house all functions, including storage of buses, maintenance and dispatch operations of the contractor.

Contract Documents.

The "Contract Documents" shall consist of this Agreement, the Bid Specifications (including but not limited to the Instructions to Bidders, References, all requisite certifications, bid and performance bonds, insurance, and bid form), the Cost Schedule attached as Appendix A. Appendix C and D to this document are merely to assist in the bidding process, and shall not be deemed binding contractual requirements. The Bid Specifications and the Cost Schedule are hereby incorporated into this Agreement as though they were fully set forth herein and shall have the same force and effect as any other provision in this Agreement. In the event of a conflict between the Bid Specifications and this Agreement, the Bid Specifications shall prevail. Upon award of this Contract, the Bid Specifications will be attached hereto as Appendix B, and the Cost Schedule is attached hereto as Appendix A. In attaching, it is the intent of the parties that both appendices are hereby made a part of this Agreement.

Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the Boards of Education of Districts, its officials, employees and agents from and against all suits, actions, legal proceedings, claims, demands, damages, losses, and expenses, including attorneys' fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of school buses and other vehicles used to transport students under this Contract, in accordance with the liability insurance policies procured by Contractor under this Agreement. Said policies are subject to review and approval by the District.

Document Supremacy

In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of the Contract shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.

Compensation

Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications and the Attachments in the amounts listed in the bid sheet submitted by Contractor.

Complete Understanding

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

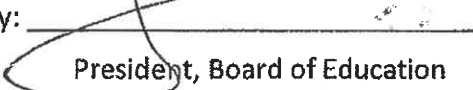
Amendments

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.

WHEREAS, the Parties have duly executed and entered into this Contract as of the day and year set forth above.

BOARD OF EDUCATION

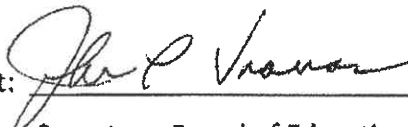
FIRST STUDENT, INC.
CONTRACTOR, INC.

By: 

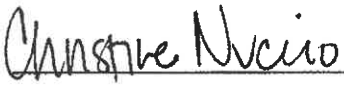
President, Board of Education

By: 

Authorized Representative

Attest: 

Secretary, Board of Education

Attest: 

Appendix A

Lincolnwood School District #74	2015-16	2016-17	2017-18
AM Rate per Route - Single	\$106.31	\$108.44	\$110.61
AM Rate per Route - Dual	\$53.16	\$54.22	\$55.30
AM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	\$93.16	\$94.22	\$95.30
PM Rate per Route - Single	\$106.31	\$108.44	\$110.61
PM Rate per Route - Dual	\$53.16	\$54.22	\$55.30
PM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	\$93.16	\$94.22	\$95.30
Mid-day Rate per Route (Pre-Kindergarten)	\$75.00	\$76.50	\$78.03
Before School Activity Rate per route	\$75.00	\$76.50	\$78.03
After School Activity Rate per Route	\$75.00	\$76.50	\$78.03
Extracurricular Charter Rate per hour	\$50.00	\$51.00	\$52.02

Niles Township High School District 219

Regular Education Only	2015-16	2016-17	2017-18	School Days	Number Routes	2015-16	2016-17	2017-18	Total
AM Rate per Route - Single	106.31	108.44	110.61	176	25	467,764	477,136	486,684	1,431,584
AM Rate per Route - Dual (1)	13.16	14.22	15.30	176	24	55,588	60,065	64,627	180,280
PM Rate per Route - Single	106.31	108.44	110.61	176	27	505,185	515,307	525,619	1,546,111
PM Rate per Route - Dual (1)	13.16	14.22	15.30	176	13	30,110	32,535	35,006	97,652
After School Activity Rate per Route(170 DAYS)	75.00	76.50	78.03	170	20	255,000	260,100	265,302	780,402
Athletic Extracurricular Rate per hour (3 hour minimum) (3)	35.00	35.70	36.41						
Athletic Extracurricular Rate per 5 hour trip, 6 routes/day (3)	175.00	178.50	182.07	170	6	178,500	182,070	185,711	546,281
Educational Field Trip Extracurricular Rate per Route(3 hour trip) (3)	105.00	107.10	109.24	170	6	107,100	109,242	111,425	327,767
Field Trip hourly Rate for each hour over 3 hours (3)	35.00	35.70	36.41						
Field Trip/Athletic Surcharge for each mile over 50 miles one-way	0.86	0.88	0.90						
Total District 219						4,910,077			

Lincroft School District #74	2015-16	2016-17	2017-18	School Days	Number Routes	2015-16	2016-17	2017-18	Total
AM Rate per Route - Single	106.31	108.44	110.61	176	0	0	0	0	0
AM Rate per Route - Dual (2)	53.16	54.22	55.30	176	16	149,699	152,684	155,725	458,107
AM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	93.16	94.22	95.30	176	8	131,169	132,662	134,182	398,013
PM Rate per Route - Single	106.31	108.44	110.61	176	0	0	0	0	0
PM Rate per Route - Dual (2)	53.16	54.22	55.30	176	16	149,699	152,684	155,725	458,107
PM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	93.16	94.22	95.30	176	8	131,169	132,662	134,182	398,013
Mid-day Rate per Route (Pre-kindergarten)	75.00	76.50	78.03	170	2	25,500	26,010	26,530	78,040
Before School Activity Rate per route	75.00	76.50	78.03	176	4	52,800	53,856	54,933	161,589
After School Activity Rate per hour	75.00	76.50	78.03	170	2	25,500	26,010	26,530	78,040
Extracurricular Charter Rate per hour	50.00	51.00	52.02	176					
Total District 74						2,029,910			

Morton Grove School District #70	2015-16	2016-17	2017-18	School Days	Number Routes	2015-16	2016-17	2017-18	Total
AM Rate per Route - Single	106.31	108.44	110.61	176	0	0	0	0	0
AM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	93.16	94.22	95.30	176	11	180,358	182,410	184,501	547,268
PM Rate per Route - Single	106.31	108.44	110.61	176	8	149,684	152,684	155,739	458,107
PM Rate per Route - Single using District 219 equipment \$40 credit back to District 219	146.31	148.44	150.61	176	3	77,252	78,376	79,522	235,150
Mid-day Rate per Route - Dual Paired with District 219	93.16	94.22	95.30	176	0	0	0	0	0
After School Activity Rate per route	85.00	86.50	88.03	176	2	29,920	30,448	30,987	91,355
Extracurricular Charter Rate per hour	50.00	51.00	52.02	176					
Total Districts 70						1,331,880			

Niles School District #71	2015-16	2016-17	2017-18	School Days	Number Routes	2015-16	2016-17	2017-18	Total
AM Rate per Route - Single	106.31	108.44	110.61	176	0	0	0	0	0
AM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	93.16	94.22	95.30	176	5	81,981	82,914	83,864	248,758
PM Rate per Route - Single	106.31	108.44	110.61	176	0	0	0	0	0
PM Rate per Route - Dual Paired with District 219 \$40 credit back to District 219	93.16	94.22	95.30	176	5	81,981	82,914	83,864	248,758
After School Activity Rate per Route using District 219 equipment \$10 credit back to District 219	85.00	86.50	88.03	144	1	12,240	12,456	12,676	37,372
Extracurricular Charter Rate per hour	50.00	51.00	52.02	176					
Total Districts 71						534,889			

(1) Assumes route bus transports one high school route and one elementary school route per am or pm dispatch.

(2) Assumes two individual elementary routes share the same routed bus and results in two separate charges per am or pm dispatch.

(3) Assumes trip is operated with District 219 bus. In the event a First Student bus is used, then the rate becomes \$50 per hour in year one (1)

Total Bid

8,806,756

**NILES TOWNSHIP HIGH SCHOOL DISTRICT 219, MORTON GROVE SCHOOL DISTRICT 70,
NILES SCHOOL DISTRICT 71, AND LINCOLNWOOD SCHOOL DISTRICT 74**

SPECIFICATIONS FOR STUDENT BUS TRANSPORTATION

BID OPENING DATE: MARCH 16, 2015 2:00 P.M.

INSTRUCTIONS TO BIDDERS:

1. NOTICE IS HEREBY GIVEN that proposals for a three (3) year contract for general education transportation services for Niles Township High School District 219, Morton Grove School District 70, Niles School District 71, and Lincolnwood School District 74 (collectively, "Districts") will be opened and read in the Niles Township High School District Administrative Office located at 7700 Gross Point Road (Board Room), Skokie, Illinois 60077, at the time and date indicated above. The contract period, if awarded, will be for the school years 2015-2016, 2016-2017, and 2017-2018 with extensions to be allowed as provided under Illinois School Code. The contract will start on August 1, 2015.

2. Questions and Clarifications: Bidders must satisfy themselves, upon examination of the specifications, of the intent of the specifications. Any questions, discrepancies, omissions, ambiguities or conflicts in the contract documents should be in writing and brought to the attention of Mr. Eric Trimberger, Assistant Superintendent for Business/CSBO, at eritri@d219.org.

3. The sealed proposals shall be delivered to Mr. Eric Trimberger, Assistant Superintendent for Business/CSBO at Niles Township High School District 219, 7700 Gross Point Road, Skokie 60077 at any time prior to but not later than 2:00 P.M. local time on March 16, 2015. The Districts do not accept responsibility for delays in transmittal and must have actually received at the bid proposal in advance of the time set forth above in order for the bid to be deemed received.

4. Each proposal must be submitted on the bid form provided with these specifications. For purposes of clarification, a dual route should be considered as either an AM route that can be covered with the same equipment as another AM a route that same day or a PM route that can be covered with the same equipment as another PM route that same day. For example, if a bus can run an 8:30 a.m. route for a particular District and then run a 9:30 a.m. route for either the same or another District, than both routes would be priced as a dual route rather than a single route.

5. Bids must be contained in a sealed envelope, which shall be endorsed on the outside thereof with the following information:

PROPOSAL FOR STUDENT BUS TRANSPORTATION

Name and Address of Bidder

6. All Bids submitted must be valid and held open for a minimum period of ninety (90) days after the date set for the bid opening.
7. The Districts reserve the right to reject any or all bids for any reason, or to waive any informalities, irregularities or defects in any proposal, should it deem to be in their best interest to do so.
8. The Districts intend to award separate contracts to the same company best able to provide the most efficient and cost effective services for all Districts.
9. All figures given for passengers, routes, or lengths of routes are based on estimates from the present operation.
10. Bidders shall not include taxes, which school districts are not subject to, in their quotation.
11. All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.
12. Bids received after the time specified in the invitation to bid will not be considered. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt.
13. A bid bond for 10% of the value of the bid for the first year of the contract shall accompany all bids submitted. A bid bond shall be in the form of a certified check made payable to Niles Township High School District 219 or a bond issued by an insurance company licensed to do business in the State of Illinois with a rating of at least "A" from AM Best. However, the Districts will require, from the successful contractor, an individual performance bond covering each year of the contract in the amount of 100% of the yearly cost. The performance bond will be held by Niles Township High School District 219 on behalf of the Districts. Each bid must indicate the additional cost of such Bond. Each bid must be accompanied by a letter from an insurance company licensed in the State of Illinois with a Best Insurance Rating of at least A-10 indicating that the company will provide the specified performance bond for the bidder if desired.
14. The Districts may inquire as to the financial stability of the bidder and may request financial references.
15. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular all such laws pertaining to prevailing wage, equal opportunity, OSHA, consumer report safety act and safety. The contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, religion, color, age, marital status, sex, national origin, ancestry, or physical or mental disability, or engage in any other means of unlawful discrimination.

Contractor shall comply with all laws and regulations pertaining to Equal Opportunity and Fair Employment Practices including the Illinois Human Rights Act. Contractor shall not discriminate against any worker, employee, or rider or any other member of the public because of race, religion, age, color, sex, disability, marital status, sexual preference, national origin, unsatisfactory military discharge nor otherwise commit an unfair labor practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials and services, subcontractors and at labor organizations, furnishing skilled or unskilled labor or may perform any such labor or service.

16. Bidder must use the included Bid Proposal Forms when submitting bid, providing all information as requested. All prices must be typed or written in ink on the enclosed Bid Proposal Forms.

If mistakes are found in multiplication or addition of unit prices against total prices, the unit price shall govern for all purposes.

17. To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend the Districts and their respective members, officers, employees, students, teachers, and agents against all suits, actions, legal proceedings, claims and demands, and against all damage, liabilities, judgments, lost cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with or growing out of the provision of services under this contract.

18. No contract shall be assigned or any part of the same subcontracted without the consent of the Districts, but in no case shall such consent relieve the contractor from his obligations, or change the terms of the contract.

19. In determining the successful bidder, the Districts will consider the following:

- i. The safety and comfort of the students including demonstration of the ability of parents and students to track buses on an existing account
- ii. Bid Price
- iii. Financial stability of the bidder
- iv. Adherence to transportation specification requirements
- v. References and experience in school district transportation

20. Execution of Contract – The successful bidder will be required to execute separate transportation contracts with the Districts in substantially the same form as set forth in these Specifications.

21. The bid shall be based on the premise that neither the Cooperative / Districts shall be responsible for financing, holding title, purchasing, maintaining, repairing, or licensing of vehicles.

22. The contractor shall own all buses or vehicles placed in operation by the contractor under this contract for routes that are not paired with District 219 and shall be responsible for their maintenance and repair. The contractor will provide the maintenance and repair of buses purchased by District 219.
23. The Districts shall have first priority for the use of the buses of the contractor required to perform the services pursuant to the Agreement. The contractor may use buses for charters and bus sharing operations provided these operations have no negative effect on the Daily student transportation or the right of first priority for the use of the buses.
24. The Contractor must provide route maps for a.m. and p.m. routes. The route maps will show the routes for each District. The route maps will also show which Districts will be paired together in terms of sharing buses and sharing routes. The route maps will also provide for the specific number of buses to be committed to each route, and which Districts will be served by said bus/route/pairing. For instance, if the high school requires 22 routes for its morning transportation to school, the route map will show how many buses will serve those 22 routes, which Districts are paired with those 22 routes, and how the pairing will be applied.

GENERAL CONDITIONS

SCOPE

The successful Contractor shall, during the period set forth, provide and maintain the required number of school buses to transport conveniently and safely any and all students designated by the Districts to be served under the provisions of this proposal. Such transportation shall be provided for each and every day that school is in session, for each and every Districts that is a party to this contract, including to and from each and every Districts in the morning and afternoon, as well as mid-day transportation needs (including between buildings, between separate districts and cooperatives, and any other mid-day needs), and extra-curricular and activity-related transportation needs, and in accordance with bus routes and schedules agreed upon by the parties.

The Districts reserve the right to revise or change any and all routes and the number of buses required to best suit their needs at any time before or during the school year. However, any changes or revisions to routes will be made in compliance with this Contract, bearing in mind that services are shared, and changes made may affect service to other Districts that are parties to this Contract. To that end, the Districts will work together to minimize changes that could negatively impact services to the other Districts.

The Districts reserve the right to contract with other contractors for extra-curricular, charter, and other trips, in addition to the services provided by this Contract, if it meets their financial interests to do so. This would include school bus, motor coach, van, or other types of transportation needs.

The annual letter that goes home to the parents of all eligible bus riders will include the name and phone number of the contractor along with instructions that the Contractor should be called if they have questions or need assistance. In addition, the schools will often refer calls to the contractor.

All expenses related to the operation of the fleet of the Contractor shall be paid by the contractor.

The Scope of this Bid is set forth in greater detail in the proposed contract, attached to these Instructions to Bidders.

REFERENCES

As indicated above, the Districts are concerned with both the financial responsibilities of the bidder and the proven ability to satisfactorily perform the contract. Written responses must be provided within the bid for the following areas of concern:

1. Indicate management experience in bus operation and transporting students. The successful bidder must have at least three (3) years of experience providing transportation services of similar size and scope to this contract.
2. Provide the names of all public school districts for whom your company currently provides transportation or has provided transportation within the previous 10 years in the following counties: Cook, DuPage, Kane, Lake, McHenry and Will. Provide the point of contact and phone number for whoever served as the district point of contact for the transportation contract. If you no longer provide transportation services for the school district, please explain why you do not. Responses are to include any contracts that you defaulted on or were cancelled by either you or the school district. Provide three letters of recommendation from current or previous clients with your bid submission.
3. Indicate all Illinois litigation your firm has been involved with during the last 10 years.

LOCAL OFFICE

The Districts will provide the Contractor with a local bus office, parking lot and bus garage within Niles Township. In the event that the Districts need to construct a bus garage, the Contractor will need to provide access to their own facility for maintenance until construction of the bus garage is complete. The contractor shall staff the office with a manager and at least one lead dispatcher from 6:00 a.m. to 6:00 p.m. on school days. When buses are in use outside of this time period, a dispatcher or manager will be available by cell phone and pager within five (5) minutes to respond to concerns of the School District.

Bidders are instructed to furnish resumes including the address and telephone number of the proposed terminal manager, lead dispatcher, and head mechanic for the service of this contract. Also include the location of towing and emergency services vehicles to be used in the service of this contract. The Districts reserve the right to interview the proposed terminal manager prior to the award of contract. The proposed terminal manager must have at least five years of experience operating a terminal of similar size and scope required to service this bid.

The contractor agrees that each morning before any school buses are used for transportation; the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles.

BUS DRIVERS

The Contractor shall provide only bus drivers who do meet or exceed State of Illinois laws and regulations related to public school transportation and have valid licenses permitting them to serve as school bus drivers. The Contractor will provide a roster of drivers for approval by the School District prior to the first day of each school year and on a monthly basis thereafter for all new drivers, including:

1. Driver's name;
2. Driver's social security number;
3. Driver's commercial driver's license number and permit number;
4. The date on which the driver successfully passed a drug and alcohol screening; and
5. The date on which the driver was cleared by a criminal background check.

All employees of Contractor will submit to a criminal background check conducted by Districts before performing work covered by this contract. The cost of these background checks will be paid by Contractor.

All Drivers employed by the Contractor will undergo drug/alcohol testing prior to driving students.

Drivers who have not submitted to the background check and drug/alcohol testing or those who have not been cleared by a background check and drug/alcohol test may not be employed under this Contract nor shall they render services.

The parties hereby agree that the Superintendent of Schools or the Superintendent's designee may reasonably remove a particular bus driver from a particular bus route or from all buses servicing the Districts, so long as, if such removal affects a bus route pairing, all Districts affected are in agreement. In order to effectuate such removal, the Superintendent or his/her designee will make a reasonable request to the Contractor, and such Contractor will remove the bus driver within 24

hours of the request being made the Contractor agrees that this power of removal in no way is to be construed as making the bus driver or the bus company an employee, agent, servant or co-employee of the Board.

Payment to Contractor.

The Districts shall pay in accordance with Appendix A. Specifically, each School District party to this agreement will be charged for the services rendered to it, on a per route basis. Where /School Districts are “paired” on routes, the cost will be prorated by the number of students attributable to each School District on the route. All payments made to the Contractor must be approved by each Board of Education prior to payment; accordingly, all payments will be made within ten days of the Board of Education meeting at which the invoice is presented for payment. Invoices will be presented to the Board of Education at its meeting immediately following. If the Board of Education does not receive an invoice 15 business days in advance of its next meeting, the invoice will not be presented to the Board of Education until the following meeting.

Billing for activities, extra-curricular, field trips, intra-district trips, shuttle and special routes, and late runs shall be invoiced separately from regular morning and afternoon bus route invoices.

Invoices shall be calculated in accordance with the rates shown on the Appendix A.

Should any School District fail to make its payment in a timely fashion, such failure shall not affect the services to be rendered under this contract. The Contractor has the right to enforce collection proceedings as to any School District that fails to make its payments, while continuing to provide the transportation services called for by this Contract. Only where a majority of the School District parties fail to make payment may the Contractor discontinue services to those individual School District parties, and re-configure routes for those remaining School District parties.

The payment amounts set forth in this Contract shall remain in effect until August 1, 2018. For subsequent contract years, both the Contractor and the School Districts shall enter into negotiations at least ninety (90) days prior to the end of the current school year to mutually agree to changes in price for the various services performed under the contract. The Contractor agrees that the unit prices shall not increase by more than the increases in the Consumer Price Index for Urban Consumers (CPI-U). For the renewal year of August 1, 2018 to July 31, 2019, the CPI-U used for the maximum renewal will be CPI-U for December of 2016 that is published in January, 2017. For the renewal year of August 1, 2019 to July 31, 2020, the CPI-U used for the maximum renewal will be the CPI-U for December of 2017 that is published in January of 2018.

FUEL ESCALATOR

The successful bidder shall purchase and provide all necessary motor fuels for the performance of the contract. There shall be NO negotiations or changes in the bid language for the entire first year of the contract (2015-2016) for a Fuel Escalator Clause. Bidders are to use \$2 per gallon for the purposes of pricing diesel for Years 2 and 3 of the contract. In the event that diesel fuel exceeds \$2 per gallon, the contractor may assess an additional cost to the Districts upon providing invoices that indicate pricing above \$2 per gallon. Fuel escalator assessments are limited to three (3) gallons per route. District 219 will provide a propane fuel dispenser and pay for propane used for District 219 routes and routes paired with District 219.

EQUIPMENT

- a. Contractor agrees that all equipment used during the life of this contract shall conform to all local, state and federal statutes pertaining to school bus transportation, vehicle specifications and safety, and to all relevant state and federal regulations. All buses shall be equipped with all safety equipment mandated by the federal government and/or the State of Illinois, including push out windows, rear exit doors and crossing control arms. If any bus equipment owned by the contractor fails at any time to so comply in whole or in part during the term of the contract, it shall be replaced by the contractor without expense to the Districts and without claims for adjustment per diem, or per trip, compensation. No substitution of unauthorized conveyances will be allowed, except in cases of an emergency, after authorization by the Districts.
- b. The contractor agrees that each morning before any school buses are used for transportation; the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles.
- c. District 219 will purchase 55 propane fueled buses to service District 219 routes and elementary routes paired with District 219 routes. Bidders are to operate and perform maintenance on District 219 owned equipment. Bidders will insure District 219 owned equipment. Contractor will provide diesel fueled buses for routes that are not paired with District 219 (8 AM/PM routes in District 74 and 11 PM routes in District 70). Contractor will charge elementary districts using District 219 owned equipment the same price for dual routes using bidder owned equipment. The difference in the price charged for bidder owned equipment and District 219 owned equipment is to be credited to District 219.
- d. District 219 owned equipment may not be paired with other school districts outside of this contract without written approval from District 219. District 219 owns first division vehicles and provides any transportation needed with those vehicles outside of this contract. Contractor agrees that no contractor owned vehicles used to service Districts will be more than 120 months old. Contractor also agrees that at no time during this three-year (3) contract (or the potential extension) will the average age of the contractor owned vehicles used for Districts exceed eighty four (84) months. If Contractor does not have adequate equipment at the time of award of the contract, Contractor shall provide a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on site for use by Contractor for performance of the contract no later than April 10, 2015. All full sized school buses will be defined as being at least 71 passengers in capacity unless otherwise defined and mutually agreed upon by Districts and Contractor.
- e. Contractor agrees to obtain in timely fashion all required inspections and to provide a copy of the inspection report for each vehicle seven (7) days prior to the first day of transportation.
- f. Contractor agrees that each driver will be equipped with a two-way communication device for emergency purposes only. Drivers are not to use the communication device for any purpose, even hands-free mode, while driving. Bidders are to describe how they will meet

this requirement. Each bus will be equipped with first-aid kit, individual seat belts, padded seats, stop-arms, school bus flashers, emergency exit, reinforced roof, safety-glass windows, and clearly visible markings as a school bus.

- g. Each bus will be equipped with first-aid kit, individual lap seat belts (for buses that service Districts 70, 71, and 74) padded seats, stop-arms, school bus flashers, emergency exit, reinforced roof, safety-glass windows, and clearly visible markings as a school bus.
- h. Each school bus will be furnished with hardware and software to fully utilize and implement GPS and a Zonar Student Transportation Tracking System or equivalent that is acceptable to the Districts. An application that tracks bus locations with a mobile device or computer will be provided to parents at no additional cost. Bidder must be currently using their proposed system in at least one school district located in Cook, DuPage, Kane, Lake, or Will County. Bidders are to describe how they will meet this requirement including where it is currently being used. Acceptance of the proposed GPS/Student Tracker system/application is at the sole discretion of the Districts. District reserve the right to a site visit to see the proposed system in operation. The proposed system must be in place and operating for Districts no later than July 1, 2015. Contractor will be assessed a penalty of \$500/day for each day that an application is not available for parents beginning with the start of the school year for District 219 in August, 2015.
- i. Contractor agrees that the maximum number of persons that Contractor will permit to occupy any vehicle is the seating capacity established by the vehicle manufacturer.
- j. Contractor agrees to make available a sufficient number and variety of vehicles equipped to provide safe and convenient transportation for all assigned students.
- k. Contractor agrees that each vehicle will be maintained in: (1) a clean, sanitary condition, and (2) good mechanical condition, including the tires. Districts reserve the right to inspect any and all buses to ensure compliance.
- l. Contractor agrees that any and all vandalism damages to Contractor's equipment shall be the responsibility of the Contractor. Districts agree(s) to cooperate with the Contractor in reasonably attempting to recoup damages from responsible parties.
- m. Contractor agrees to provide one standby vehicle for every ten active vehicles to ensure uninterrupted service in the event of mechanical breakdown of a vehicle. There must be a similar sized or larger capacity standby vehicle available. In the event the Contractor does not have sufficient standby vehicles to serve the District's needs, liquidated damages of \$1,000 per day per vehicle that was lacking will be imposed. Contractor must submit proof of this requirement at the start of each contract year and as requested by Districts. Detailed information including but not limited to the
 1. vehicle identification number;
 2. date manufactured;
 3. name of chassis manufacturer;
 4. vehicle capacity;
 5. body manufacturer;
 6. current mileage;

7. location where the vehicles will be maintained and parked when not in use during the term of the contract;

The date of the last safety inspection for each bus proposed for service of this contract must be submitted to support this requirement.

- n. Contractor agrees to equip and maintain all standby vehicles as described herein.
- o. Contractor agrees to equip all buses with route numbers that are to be displayed in the right front side window of each vehicle, in bold numerals, each numeral no less than six inches in height, or clearly visible material.
- p. Contractor agrees to equip all buses that transport students of Districts with a DVR box or similar recording mechanism in which a video camera will be mounted and operated. All recorded material shall be the sole and exclusive property of the School District, the contractor shall have no right to retain, view or otherwise make use of any tape without the written approval of the School District. Every bus used in this contract is to have a working camera installed at all times. Bidders are to describe the camera system they are proposing.

Video recordings must be turned over to the requesting school in electronic format (flash drive or CD) within 24 hours of the request. Review of the video recordings and discipline for bus misconduct as revealed by the tapes shall be the responsibility of Districts.
- q. All buses shall be equipped with two-way radios that will be active at all times. These radios must have a capacity sufficient to maintain contact with the terminal at all route points and a person must be available at the terminal to respond at all times while routes are being run. An adequate number of spare radios must be available so that no bus is ever without a working radio while transporting students. The Contractor shall be able to supply 7 hand-held radios if requested for each school (as requested District 219 2, District 70 1, District 71 1 and, District 74 3) with the frequency of the buses assigned to the District for direct communication between the school and the buses. If additional radios are requested, the expense is to be paid by the District requesting the radio. Such radios shall be used in accordance with all existing FCC regulations and/or licensing requirements.
- p. Contractor shall either own and maintain sufficient tow vehicles and other emergency equipment or maintain a contact to provide sufficient and immediate emergency service to all vehicles used in the performance of this contract.
- q. In the event of a breakdown or emergency, standby buses in good working condition must be maintained and available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable. Standby buses shall meet the same standards as regular route vehicles. Daily use of spare buses will not be allowed to exceed 10% of the number of vehicles required to service the contract. A minimum of one standby vehicle for every ten (10) regular vehicles shall be available.
- r. Bidder is to describe their routing software used to determine the most efficient route structure. Routes are to be redone annually and as requested by the Districts.

INSURANCE

The Contractor agrees that neither the Boards nor their members, officials, employees and agents shall in any way or manner be answerable to or suffer loss or damages, expenses, or liabilities for any acts occasioned by the Contractor, his employees, agents, or servants. The Contractor assumes all liabilities of any kind or nature arising from the operation of this Contract either by accident, negligence, theft, or otherwise.

The Contractor agrees to indemnify and hold harmless the Boards and their officials, members, employees and agents for any liability and/or claim brought against any of them as a result of Contractor's performance under this Contract.

Contractor shall procure and maintain the following minimum insurance coverages, provided that in the event the State of Illinois requires additional forms of coverage or coverage in greater amounts than those set forth herein, the Contractor shall comply with all such State requirements.

- a. Comprehensive General Liability/Contractual Personal Injury/Employer's Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
- b. Automobile Comprehensive Liability
\$2,000,000 combined single limit
- c. Medical Payment/all Vehicles
\$5,000 per person each occurrence
- d. Excess Umbrella
\$15,000,000 each occurrence, \$15,000,000 general aggregate
- e. Uninsured and Underinsured Motorist
\$1,000,000/\$1,000,000 combined single limit
- f. Worker's Compensation insurance shall be at least the minimum of \$1,000,000 each occurrence.
- g. Insurance shall be with companies licensed to do business in Illinois with an AM Best rating of at least A 7. Insurance coverage cannot be terminated or non-renewed without thirty (30) days written notice to the School District by the insurance company. A successor company must be in place at the time of such notice.
- h. Contractor shall provide the Superintendent/Business Manager of each School District with a Certificate of Insurance no later than June 15th annually for the life of the contract. The certificate of insurance shall provide that the insurance shall not be cancelled, non-renewed or modified without the School District's receipt of written notice of said action not less than thirty (30) days prior to termination of coverage. The School District requires that the parties indemnified in the next paragraph, subparagraph "i", be named as additional insured and/or that the Contractor carry contractual liability coverage as part of a comprehensive general liability in amounts equivalent to the amounts set forth in subparagraph "a".
- i. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor shall in no way

limit Contractor's responsibility to indemnify, hold harmless and defend the Indemnity herein provided.

- j. Within seven (7) business days following the effective date of this Contract, Contractor shall provide School District with a Performance Bond, which shall guarantee the Contractor's performance of the duties imposed upon it pursuant to the contract and indemnify School District, its Board of Education, Board members, officers, employees, and agents from any loss resulting from failure of Contractor to fully perform each or all of said duties for the enforceable duration of this Agreement.
- k. The contractor shall present all certificates of insurance to the Districts within thirty (30) days of the effective date of this contract and maintain current certificates of insurance throughout the term of this contract.
- l. All policies of insurance shall carry an endorsement to the effect that they cannot be modified, canceled or non-renewed without thirty (30) days written notice by certified or registered mail. Cancellation of any of the insurance policies required above, or the reduction of the amounts of liability insurance or medical coverage provided by such policies, shall be deemed a material breach of the contract and shall be cause for termination of the contract. Upon receipt of a notice of cancellation of any of the aforesaid insurance policies, or a reduction in the amount of coverage, the Districts shall have the option of terminating the contract or paying the premiums necessary to continue the insurance policy at the required limits of liability and deduct the payment or payments from the compensation due the contractor under the contract. No policy shall reserve or permit any right of subrogation against the Districts, their officers, employees, students, and agents thereof.
- m. Any policy under this paragraph shall cover the transportation of pupils, their parents or guardians, authorized chaperones, school district officers, faculty and employees and school nurses to and from any school or school district and in connection with an extracurricular school activity authorized by and made in compliance with school policy and Illinois State School Code.

OPERATION PLAN

- a. Eligible Students.
Any student who is a resident of the School District who is approved for transportation by the District administration will be transported by the Contractor.
- b. No Unauthorized Persons.
No unauthorized persons shall be allowed in any vehicle while engaged in transporting students; however, the School District reserves the right to have an authorized employee ride on any vehicle on the contracted route, without prior notice to the Contractor. It is the driver's responsibility to check that each passenger has a valid School District bus pass.
- c. School Calendar.
All transportation will be in accordance with the School District calendar including provisions for scheduled days off, examination schedules, testing schedules, early

dismissal days and beginning and ending times for the school day. The School District shall, by July 1 of each contract year, furnish Contractor with the School calendar and, subsequently, notice of any changes shall be furnished to the Contractor in a timely fashion.

d. Establishment of Routes.

1. The Contractor agrees to provide typed tentative routes to the School District no later than the first week of August for the transportation of students, and revised typed "final" routes are to be furnished to the School District by September 15 of each year for the regular school year. Typed routes shall include a route number, bus number, driver's name, estimated pick-up and drop-off times and corresponding locations, plus other information as may be requested by the Superintendent/Business Manager.
2. Once the Contractor's operation plan (routes) has been fully approved, it may not be changed by the Contractor without the consent of the School District. Changes may be agreed to via telephone, but must be confirmed within five (5) days in writing. The School District may require route changes based upon student population demographics.
3. The bus driver shall not deviate from the normal pickup route or from the normal pickup route time schedule except for reasons beyond his/her control; such deviations shall be reported to the Contractor who, in turn, shall promptly report the same to the District's Superintendent/Business Manager.
4. District 219 retains the right to specify the type of vehicle used on all routes. Additionally, District 219 retains the right to assign individual students to an alternate transportation service when the need arises.

ROUTES

a. Routes Definition.

For purposes of Districts a route will be defined as use of a school bus for morning pick-up and afternoon drop-off. Buses will arrive at school in the morning between 10-20 minutes of scheduled start times. Failure to do so will result in a penalty in the amount of \$150 per day per route for routes that are 10 to 29 minutes late, and \$250 for routes that are 30 or more minutes late. The penalties will be imposed on the Contractor and deducted from the next payment from the Districts. Buses will arrive at school no later than dismissal time in the afternoon. Failure to do so will result in a penalty in the amount of \$150 per day per route routes that are 10 to 29 minutes late, and \$250 for routes that are 30 or more minutes late. The penalties will be imposed on the Contractor and deducted from the next payment from the Districts. Should the buses be late, the Contractor should notify the Superintendent or Business Manager of the reason for the delay, and the timeframe in which to expect the buses, as soon as practicable, but within 1 hour of becoming aware of the problem. For further detail on the imposition of penalties, please see Letter (f) of "General Requirements."

Should the Contractor failure to abide by established timelines more than twice per month, or fail to ever notify the Superintendent of any delays, such conduct will be deemed to be a breach of contract.

No regular school day route may extend beyond forty (40) minutes in length. These routes will be on a regular school day basis with modifications mutually agreed to on special situations as dictated by weather conditions, testing schedules and/or late start school days.

1. To/From School Routes.

Contractor shall provide bus service for each school route as designated by each School District's Superintendent/Business Manager. Within the route, stops shall be so spaced so that the distance of travel from a student's home to a bus stop shall not be greater than three (3) blocks. Routes should be established so that no student need cross an arterial street or main thoroughfare to either reach a bus stop or reach their home after being dropped off. Any pairing of routes should be for the purpose of better serving all Districts and accommodating time frames; any pairing of routes requires the approval of District 219.

2. Extra Curricular Sports Buses at the Conclusion of the Regular School Day.

Niles Township High School District 219 needs to have available on a regular daily basis three (3) school buses at each high school for the purpose of transporting sports teams to different events. These buses need to be available at dismissal time at each school, ready to leave with the sports team to wherever the competition is being held. These buses need to be available on a daily basis. On days that the buses are not going to be utilized, District 219 will notify the Contractor at least 48 hours in advance and the District will not be charged. Billing for these trips will be as delineated in Appendix A. Bus drivers are expected to remain at the site of the sport competition for the duration of the contest and make the sponsor or coach of the team aware of how to contact them.

The other School District parties to this contract may need regular extra-curricular transportation, as described in greater detail on the list of proposed transportation needs, attached hereto as Appendix B.

3. After School Activity Routes.

Niles Township High School District 219 requires five buses at each school every school day. These buses will leave the schools with students involved in after school activities at approximately 5:00 p.m. and 6:00 p.m.

On the days that the School District notifies the Contractor, at least one week in advance that the routes will not be needed, no charge will be assessed.

The other School District parties to this contract may need regular extra-curricular transportation, as described in greater detail on Appendix B.

4. Seating Capacity.

- i. For school routes, seating may be at two (2) students per standard seat. "Standard seat" is defined as the common size of a seat on a full-sized school bus, as defined in the "Instructions to Bidders."
- ii. For school field trips and extracurricular trips, seating shall be at not more than two (2) students per standard seat.

b. Ridership Audit.

Contractor shall submit to the School District, on an "as requested" basis, a Ridership Report covering one week for each To and From school route to each school building. This headcount may also be required for the after school activity routes. The report shall indicate the seating capacity (at 2 per seat) of the vehicle serving the route, the number of students entering the vehicle at each pick-up point for each route. The Contractor shall make suggestions on a monthly basis as to how to attain route efficiencies or better serve the School District. The purpose of Ridership Audits is to ensure that routes are efficiently loaded and to provide data on which to base decisions regarding route removal, combination and expansion.

c. Route Times.

The starting time for incoming routes shall be set to allow the bus to arrive at the school not less than ten minutes or more than 20 minutes prior to the designated start time of the school. Outgoing routes shall be scheduled so that the bus arrives at the school five minutes prior to dismissal.

District 219's start time will be contingent upon the start/dismissal time negotiated in its collective bargaining agreement with its teachers.

Student start times for all other cooperatives/districts are attached hereto as Appendix D. Should any district vary its student start/dismissal time from that listed on Appendix D, it must do so in cooperation with and agreement by all other parties to this Agreement. Should it change its student start/dismissal time without obtaining the agreement of the other parties, it will be liable for any and all damages incurred.

d. Field Trips – Extra Curricular Trips.

The School Districts shall schedule at least one (1) faculty member or other approved adult supervisor on each Field Trip or Extra Curricular bus.

1. Scheduling: Field trips shall be scheduled by the school requiring the trip at least ten (10) days in advance of the field trip. Generally, field trips scheduled in this manner shall be billed as delineated Appendix A. Field trips shall be scheduled through each School District's form "Vehicle Use Trip Requisition". This form shall be completed by Contractor and returned to the ordering school upon completion of the trip. Both parties will endeavor to simplify this process as time permits.
2. Cancellations: Field trips may be canceled by the ordering school at no charge to the school when the cancellation occurs not less than three (3) days prior to the field trip.

3. Field Trips Schedules Less than Five (5) School Days in Advance: Contractor shall not be required to provide a driver at straight time. However, where such a trip is expected to require overtime for drivers, Contractor shall inform the ordering school upon receipt of the Vehicle Use Trip Requisition. The school shall then have the option of accepting the field trip at the overtime rate or canceling the trip.

e. Individual District Regular Routes.

Signs are to be placed on all individual school buses identifying the school and route. Please see Appendix C for information related to the regular routes.

f. Routes are paired and to bid as follows:

Niles North A.M. is paired with District 70 A.M. (11 routes).

Niles North P.M. is not to be paired.

Niles West A.M. is paired with District 71 (5), and District 74 Rutledge (8) routes (13 routes total).

Niles West P.M. is paired with District 71 (5) and District 74 Todd Hall routes (8) (13 routes total).

District 74 A.M. Lincoln Hall is paired with Todd Hall 8 double run routes total.

District 74 PM Routes Rutledge Hall is paired with Lincoln Hall 8 double run routes total

- g. Niles North and Niles West have some routes that are repeated. Actual routes were provided at the pre-bid meeting. For example, Niles North morning routes 15 and 19 currently use 2 buses. Contractor will separate these extra buses into separate routes at the start of the contract. In the afternoon, Niles North has 2 "E", 3 "K",
- h. Bidders are to bid on 176 days of service. This is the minimum guarantee. Each school district sets their own calendar and reserves the right to add additional days of service beyond 176.
- i. District 219 operates 30 days of summer school. Starting in the Summer of 2016, programming will offered at both high schools. Regular education routes will be similar to the current year; however, the actual number of routes will be less.
- j. The District 219 6 dedicated daily Athletic buses are to be billed at an hourly rate. These routes conflict with PM routes. Bidders are to provide an hourly rate for these trips. For the purposes of the bid tabulation, 6 routes per day, 170days, 5 hours per trip is the factor to calculate estimated annual costs. The minimum guarantee for each athletic route is 3 hours. Bidders are reminded that these routes can be cancelled with one week's notice.
- k. On the bid form, District 219 is not guaranteeing 3 field trips per day. Approximately \$151,000 was spent on field trips last year. This line item is to solicit pricing on an hourly rate per trip (3 hour minimum) basis and each trip is to be billed individually.
- l. Bidders are to provide a surcharge rate per mile for trips that are over 50 miles one-way.

- m. First Division Vehicles are operated by District 219. Bidders will not be providing this service. District 219 reserves the right to perform all service not expressly guaranteed as minimum service level on the bid form.

STUDENT BEHAVIOR

- a. The School District, through its building principals, may from time to time, issue instructions governing the behavior of students. The Contractor's drivers shall, to the best of their abilities, follow such instructions at all times. Such instructions shall also include procedures for reporting misconduct.
- b. The Contractor will report each incident of student misconduct immediately by phone or in person to the Dean of Students of the receiving school, and follow up with a written report.
- c. The Contractor will not permit smoking, the consumption of alcohol or the consumption of non-prescription drugs controlled substances, and/or engage in immoral activities on the bus.
- d. The Contractor shall promptly notify the Dean of Students whenever any student is recommended for suspension from transportation. The Dean of Students shall make a final determination of suspension from transportation.
- e. The Contractor's drivers shall not administer physical punishment to any student on the bus.
- f. No vehicle shall transport more than five (5) students in wheelchairs in each bus route, unless prior District approval is obtained.
- g. The contractor shall be responsible for informing all parents of scheduled home pickup and return times, and shall maintain a consistent schedule in this regard.
- h. General Education students are picked up and dropped off at District agreed upon locations.
- i. No unauthorized persons shall be allowed in any vehicle while engaged in transporting students; however, the Districts reserve the right to have an authorized representative ride on any bus, on any contracted route, without prior notice to the carrier. Drivers will not be allowed to bring their children on their runs.
- j. No student will be transferred from one vehicle to another vehicle while en-route to or from school without the expressed prior approval of the District.
- k. The Contractor understands that some of the students to be transported suffer from behavioral disorders and may present discipline problems. The School Districts have statutory obligations to provide transportation for all students, regardless of their behavior. The Contractor will undertake to transport all students taking into consideration that some of the students may not meet the expectations of acceptable conduct for the typical student. No student can be refused transportation due to discipline or conduct problems. If a student exhibits inappropriate behavior, this conduct shall be brought to the attention of the appropriate school official who shall determine what (if any) disciplinary action is required. Severe conduct problems may require the assistance of an

aide for the route involved, and any such requirement may be suggested by the Contractor, subject to the prior written approval of the School District.

SAFETY PROGRAM

- a. The Contractor shall establish and maintain a plan for safety, including, but not limited to:
 1. Regularly scheduled in-service meetings for drivers and aides to include, but not limited to:
 - a) Defensive driver training.
 - b) Blood-borne pathogens training.
 - c) Conflict resolution training.
 2. Daily vehicle inspections.
 3. Driver supervisor to enforce good driving practices with respect to safety, mechanical operation, adherence to time schedules, and conformity with applicable laws and regulations.
 4. Two written bus driver evaluations per year by the bus manager with input from appropriate school administrators. Upon request, the written evaluations of the drivers shall be provided to the Superintendent or his designee.
 5. All driver applicants must meet acceptability requirements as indicated in 625ILCS 5/6-106.1. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
 6. All drivers must participate in a defensive driving course as certified by the National Safety Council or equivalent training program approved by the Cooperative.
 7. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations, safety and first aid.
- b. The Contractor shall ensure that drivers and dispatchers understand appropriate emergency procedures through regular in-service training meetings.
 1. The contractor will follow Districts' procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses. There shall not be a charge for services if a regular school day is cancelled.
 2. When extreme weather conditions or other emergencies require the early dismissal of school during the regular school day, the contractor shall transport students home from school. Specific arrangements for pickups and arrival times shall be coordinated between Districts and contractor.
- c. The Contractor shall prohibit any driver from driving a school bus while smoking or under influence of alcohol, non-prescription drugs or controlled substances. Every effort must be made to insure that drivers are in good health, and adequate provision must be made for substitute drivers when regular drivers are absent.
- d. The Contractor shall require all drivers not to begin their routes or not to move forward until all students are seated within the bus.

- e. The abstract of the driving record of each driver shall be obtained from the Secretary of State annually, subject to review if requested. Each driver shall undergo a drug test as part of his or her physical exam for each initial permit and each permit renewal. A positive test result shall disqualify a driver from providing service under this contract. Post accident testing is required. All drug and alcohol testing procedures shall be in strict compliance with State and Federal regulations.
- f. The Contractor shall perform criminal background checks for all drivers, as well as any other employees having contact with students. The contractor shall bear the sole responsibility of all costs incurred in providing qualified drivers or other personnel, such costs including but not limited to training, safety seminars, physical examinations, criminal background checks, drug tests, license and permit fees, recruitment expenses, salaries, fringe benefits and other conditions of employment. The Contractor shall provide copies of all such background checks. The Districts shall have the right to request that any employee of the Contractor be removed from performing any services for any reason. Following such a request, the Contractor shall immediately remove and replace the employee in question.
- g. All drivers shall maintain a neat and clean appearance at all times. They shall also display identification as employees of the contractor.

GENERAL REQUIREMENTS

- a. All laws, rules, regulations, ordinances of the federal, state, county or local government or orders heretofore or hereafter made or issued by the Superintendent of the State Board of Education or by the Superintendent of the Educational Service Region, Cook County, are to be made a part of this Contract as fully as though the same were herein set forth.
- b. This contract is for furnishing student transportation. In performing this contract, the Contractor is an independent contractor and not an officer, member, agent or employee of the School District.
- c. The Contractor shall assist the Board in completing all reports as may from time to time be required by the Board of Education, the Superintendent of the Illinois State Board of Education or any other entity or agency properly exercising jurisdiction over the subject matter of this Contract.
- d. In the case of all emergencies or accidents involving a vehicle, the District's Transportation Supervisor will be contacted immediately and informed of the situation. This contact shall first be by phone and then by written report. The severity of the situation will not be a factor in whether or not the Transportation Supervisor is notified. The Contractor is responsible in the event of any accident to follow established procedures, including the prompt obtaining of any necessary medical assistance and the notification of the responsible police department.
- e. This contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect. Contractor shall comply with all

applicable laws, regulations and rules promulgated by the Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract. Included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate Commerce Commission regulations, Worker’s Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product Safety Act, the Illinois School Code and the Illinois Motor Vehicle Code.

Additionally, the Contractor shall comply with all laws and regulations pertaining to Equal Opportunity and Fair Employment Practices including the Illinois Human Rights Act. Contractor shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, sexual preference, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with by suppliers of materials and services, subcontractors and at labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or may perform any such labor or service in connection with this contract.

Further, Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with PA 87-1257 and Section 2-105A(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A(4), and in case of the Contractor having 25 or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 301 ILCS 580/3.

Finally, Contractor certifies that it is not ineligible for award of this contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of this contract.

- f. Noncompliance is defined as, but not limited to, the failure to transport students on a bus route or routes as contracted or as requested in accordance with the terms of this contract, or the failure to make changes to routes as specified and directed by the Superintendent/Business Manager in accordance with the terms of this contract.

Should Districts find the Contractor in noncompliance with the provisions of its contract on a bus route or series of routes, the School District will be entitled to impose the following damages.

<u>Incident</u>	<u>Damages</u>
No service on any to or from regularly scheduled route	Daily rate per route x 300%
Late pick-up (10 minutes or more as defined on approved route sheet) at a school	10-29 minutes \$150 per day per route 30 or more minutes \$250 per day per route

Late drop-off (10 minutes or more as defined on approved route sheet) at a school	10-29 minutes \$150 per day per route 30 or more minutes \$250 per day per route
No shows for extra-curricular and sport routes	\$400 per occurrence
Tardiness for sports and extra-curricular route (10 minutes later than stipulated time)	10-29 minutes \$150 per day per route 30 or more minutes \$250 per day per route
Failure to provide a properly licensed and permitted driver for a to/from route	\$200 per day per route
Changes in a bus route(s) without notification	\$100 per day per occurrence
If the faculty sponsor of a trip must make alternate transportation arrangements because of Contractor actions	\$400 per occurrence plus expenses
Failure to provide bus video within 24 hours of request	\$150 per occurrence

The noncompliance damages for late pick-up and drop-off shall not apply during weather involving hazardous driving conditions.

A penalty shall be deducted from the first invoice following the noncompliance. The failure of School District to assess or collect any penalty under this Section shall not be considered a waiver of the School District’s right to assess or collect that penalty in the future or a waiver with respect to any future violation committed by the Contractor.

- g. The Contractor agrees not to reassign or sell any rights to this Contract to another party or parties.
- h. The officers of the contracting bus company who sign this Contract covenant that the Contractor is duly authorized to conduct business in the State of Illinois and that they have authority to execute and deliver the Contract by and on behalf of the contracting bus company.
- i. All payments by the Board to the Contractor in connection with the Contract shall be made pursuant to the Local Government Prompt Payment Act unless otherwise expressly stated in the Contract Documents. Payments shall be made to the Contractor for daily to/from routes, after school activity routes, and extra-curricular sports routes based on routes and unit prices as bid or as subsequently amended per the inflation clause. These payments shall be made monthly September through June. A final reconciliation payment will be made not later than July 15th of each year. Payments for all other services under this contract, i.e., field trips, late routes, etc., shall be made monthly in arrears, upon submission by the Contractor of individual invoices covering the services provided.

- j. The contractor shall have a manager in charge of performance of this contract and furnish the name and address of such manager and the statement that such manager shall have complete authority with respect to all matters relating to the performance of this contract. This shall include matters relating to personnel and the changes and substitutions thereof, adherence to and changes in schedules and responsibility for keeping of records required under the terms of the contract. The manager should have a minimum of five (5) years experience in management of pupil transportation services. The contractor shall make every effort to maintain the same route supervisor for the school year.
- k. Current bussing school locations and current route information are highlighted in the attached Summary of Experience. Totals are approximations only and are in no way intended to be final figures. As many routes as possible should be designed to run two or more programs back to back whenever possible in order to minimize costs to said districts.

A. Termination of Contract.

- a. The School District may terminate this contract at any time during the contract period by providing written notice of said termination to the Contractor at least thirty days prior to the termination date.
- b. The sole right to determine whether or not the quality of service during the term of this contract is maintained, at the standard previously established, is the discretion of the Districts. The parties further agree that any failure to meet this standard of services constitutes a breach of this contract and constitutes sufficient reason to terminate the contract as set forth below.
- c. If, at any time, the Contractor fails to comply with the terms of this Agreement, or does not fully perform and strictly adhere to any of the terms hereof required to be performed or adhered to by Contractor, or its drivers, or employees, the Board may, in addition to other remedies and/or penalties provided for herein, and in its sole discretion, terminate this Agreement as provided herein, with prejudice.
- d. In the event that the Board determines that the Contractor has failed to comply with, fully perform, or strictly adhere to this Agreement, the Board may send written notice at least thirty (30) days in advance to the Contractor indicating the intention of the Board to declare the Contractor in default. In such notice, the Board will state in what respect the Contractor has failed to comply with the terms of this Agreement, and will state a date certain upon which the Agreement will terminate unless the Contractor, prior to such date, cures the defect to the satisfaction of the Board. If, prior to the date of termination stated in the notice as aforesaid, the Board notifies the Contractor that the defect has been cured, this Agreement will not terminate on the date stated in the notice but will be deemed to have remained in effect as of the date such notice was given. In the event that the Board does not so notify the Contractor that the defect has been cured as aforesaid, this Agreement is terminated without further action by the Board on the date of termination stated in the notice and in such event, the bond posted by the Contractor shall be paid to the Board of Education without further proceedings or notice.

- e. The date of termination stated in the notice of intent to declare the Contractor in default, as provided in "A" above, may not be sooner than 30 calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by this contract, in which event the date of termination may be 5 calendar days following the date of such notice.
- f. The right of the Board to terminate this Agreement as provided in Paragraph O, is cumulative with all other rights of the Board contained herein. The Board's failure to send a Notice of Default to the Contractor shall not be deemed a waiver of the Board's right to terminate the operating Agreement under this Paragraph O.

Notices.

All notices required under this Agreement shall be sent in writing by regular and certified mail to the following addresses:

To the Board:

Board of Education
ADDRESS
CITY, STATE and ZIP

To the Contractor:

CONTRACTOR, Inc.
ADDRESS
CITY, STATE and ZIP

If further assistance is required in the preparation of this proposal, please contact Mr. Eric Trimberger, Assistant Superintendent for Business/CSBO, at eritri@d219.org.

Name of Bidder (please print)

Bid Submitted by

Address

Title

Phone number

Date

CERTIFICATION REGARDING GENERAL UNDERSTANDING AND ACCEPTANCE OF BID CONDITIONS

I have read and understand the information included in this Student Bus Transportation bid packet and have bid accordingly. I have provided all necessary information and have checked all computations. The proposal 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	Date

The Contractor listed above is:

Minority owned Business:	Yes _____	No _____
Female owned Business:	Yes _____	No _____
Business owned by persons with disabilities:	Yes _____	No _____
Locally owned Business:	Yes _____	No _____

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

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 (Typed)

_____ 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 have been made to screen applicants and to perform background checks to ensure that Contractor’s employees who will serve the District 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

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: _____

OWNER'S CONTRACTUAL LIABILITY PROTECTION

The contractor shall at all times save the School District and the Board of Education harmless against loss from Liability imposed by law upon them for damages on account of bodily injuries or death suffered or alleged to have been suffered, as a result of any accident occurring from or by reason of, or in course of operations under contract, whether occurring by reason of acts or omissions of Contractor or any Subcontractor, or both.

The Contractor shall at all times save the School District and the Board of Education harmless against loss from Liability imposed by law upon them for damages on account of injuries to property suffered or alleged to have been suffered as a result of any accident occurring from reason of or in course of operations under Contract, whether occurring by reason of acts or omissions or Contractor of any Subcontractor, or both, insuring School District and Board of Education against loss from Liability imposed by law upon them for damages on account of such injuries or loss.

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 on this _____ day of _____ (month/year)
My commission expires:

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

TRANSPORTATION CONTRACT

**AGREEMENT made the ____ day of ____, 2015, between
____ SCHOOL DISTRICT
(hereinafter referred to as the "District") and CONTRACTOR, INC. (hereinafter referred to
as the "Contractor").**

Term of Contract.

The Contractor, for and in consideration of the payments to be made as hereinafter set forth in the Cost Schedule attached hereto as Appendix A, hereby agrees to transport students that the District must transport by law and students that have independently agreed to pay for transportation to and from the schools of the Districts and all special routes as defined herein as well as all students requiring transportation for extracurricular activities including activity trips, field trips, and transportation for such events as are required by the Board or its authorized agent from August 1, 2015, through July 31, 2018. The term of this contract may be extended at the option of the District for two (2) additional one (1) year periods. Notice of the extension of the contract shall be provided to the Contractor in writing not later than March 31st of the year of termination.

Local Office and On-Duty Dispatcher/Manager.

The Contractor shall maintain a local bus office parking lot and bus garage within Niles Township or within a ten-mile radius of the intersection of Skokie Boulevard and Oakton Street in Skokie, Illinois. The local office shall be staffed with a manager and at least one dispatcher from 6:00 a.m. to 6:00 p.m. on school days. When buses are in use outside of this time period, a dispatcher or manager will be available by cell phone and pager within five (5) minutes to respond to concerns of the School District.

Indicate the location where the buses will be housed and maintained. The facility must house all functions, including storage of buses, maintenance and dispatch operations of the contractor.

Contract Documents.

The "Contract Documents" shall consist of this Agreement, the Bid Specifications (including but not limited to the Instructions to Bidders, References, all requisite certifications, bid and performance bonds, insurance, and bid form), the Cost Schedule attached as Appendix A. Appendix C and D to this document are merely to assist in the bidding process, and shall not be deemed binding contractual requirements. The Bid Specifications and the Cost Schedule are hereby incorporated into this Agreement as though they were fully set forth herein and shall have the same force and effect as any other provision in this Agreement. In the event of a conflict between the Bid Specifications and this Agreement, the Bid Specifications shall prevail. Upon award of this Contract, the Bid Specifications will be attached hereto as Appendix B, and the Cost Schedule is attached hereto as Appendix A. In attaching, it is the intent of the parties that both appendices are hereby made a part of this Agreement.

Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the Boards of Education of Districts, its officials, employees and agents from and against all suits, actions, legal proceedings, claims, demands, damages, losses, and expenses, including attorneys' fees, in any manner caused by, arising from, incident to, connected with or growing out of the operation of school buses and other vehicles used to transport students under this Contract, in accordance with the liability insurance policies procured by Contractor under this Agreement. Said policies are subject to review and approval by the District.

Document Supremacy

In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of the Contract shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.

Compensation

Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications and the Attachments in the amounts listed in the bid sheet submitted by Contractor.

Complete Understanding

This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

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.

WHEREAS, the Parties have duly executed and entered into this Contract as of the day and year set forth above.

BOARD OF EDUCATION

CONTRACTOR, INC.

By: _____
President, Board of Education

By _____
Authorized Representative

Attest: _____
Secretary, Board of Education

Attest: _____

APPENDIX A – INSERT COMPLETED BID SHEETS

APPENDIX B – BID SPECIFICATIONS

To be inserted as part of Contract post-bid

APPENDIX C

TRANSPORTATION REQUIREMENTS

District boundaries and current route maps, for purposes of assisting in preparing bid, are attached to this Appendix as Exhibit A.

NILES TOWNSHIP HIGH SCHOOL DISTRICT 219

The following information depicts the regular school day transportation needs for Niles Township High School District 219.

Niles West High School

AM Routes = 25

PM Routes = 22

After School Activity Routes = 4

After School Athletic Routes = 3

Niles North High School

AM Routes = 24

PM Routes = 17

After School Activity Routes = 4

After School Athletic Routes = 3

MORTON GROVE SCHOOL DISTRICT 70

Parkview School

AM Routes = 11

PM Routes = 11

Mid Day Routes = 1 (AM and PM – the same bus loops)

5 Early release days 3 at 1:30, 2 at 11:45

NILES SCHOOL DISTRICT 71

Clarence Culver School

AM Routes = 5

PM Routes @ 3:00 PM = 5

Late Activity Route = 1 M-Th 4:00

LINCOLNWOOD SCHOOL DISTRICT 74

Lincoln Hall, Rutledge Hall and Todd hall all on one campus.

AM Routes = Lincoln Hall is paired with Todd Hall 8 double run routes total,

Rutledge Hall 8 routes

PM Routes = Rutledge Hall is paired with Lincoln Hall 8 double run routes total

Todd Hall 8 routes

Todd Hall has 2 Mid-Day routes at 11:10

Early Activity-4 Routes arrive at 7:20

Late Activity-2 Routes leave at 4:20

ADDITIONAL INFORMATION

**ACTUAL EXPENSES AND BUDGETS
2013-2014**

DISTRICT	REGULAR ED	SPECIAL ED	EXTRA	SUMMER
219	1,875,412	972,796	433,365	81,029
70	233,119		30,259	
71	100,234		24,751	
74	282,874		52,246	

2014-2015 BUDGET

DISTRICT	REGULAR ED	SPECIAL ED	EXTRA	SUMMER
219	1,760,000	1,000,000	427,000	122,310
70	275,000		30,000	
71	110,000		36,000	
74	610,000		70,000	

MILES

2013-2014

DISTRICT	REGULAR ED	SPECIAL ED		
219	76,308	226,192		
70	9,328			
71	10,912			
74	21,120			

APPENDIX D

BELL TIMES

NILES TOWNSHIP HIGH SCHOOL DISTRICT 219

The following information depicts the regular school day transportation needs for Niles Township High School District 219.

Niles West High School

8:10 AM – 3:23 PM

Niles North High School

8:10 AM – 3:23 PM

Late Start/Early Dismissal are what times??? Activity Bus???

MORTON GROVE SCHOOL DISTRICT 70

Parkview School 8:20 AM – 3:20 PM busses arrive by 8:15

NILES SCHOOL DISTRICT 71

Clarence Culver School

8:00 AM – 3:00 PM

Activity Bus M- TH @ 4:00 PM

LINCOLNWOOD SCHOOL DISTRICT 74

Todd Hall 8:25 AM – 2:55 PM, AM PK 8:25-11:10, PM PK 12:10-2:55 PM

Rutledge Hall 8:00 AM – 2:45

Lincoln Hall 8:00 AM – 3:20 PM