

**INVITATION TO BID FOR SPECIAL EDUCATION STUDENT
TRANSPORTATION SERVICES**

The Board of North DuPage Special Education Cooperative (NDSEC) is accepting sealed bids for Student Special Education Transportation Services and transportation services for individual student and small student groups on behalf of participating Districts and the Cooperative (hereinafter "Districts"). Districts participating in this bid include:

- Bensenville School District #2
- Wood Dale School District #7
- Itasca School District #10
- Medinah School District #11
- Roselle School District #12
- Bloomingdale School District #13
- Fenton High School District #100
- Lake Park High School District #108

Bids will be opened and read aloud at 9:00 AM, Thursday, December 19, 2019 at the NDSEC Administration Center, 132 E Pine Avenue, Roselle IL 60172. Bids are submitted to:

Attn: Reiley Straub
NDSEC Board
132 E Pine Avenue
Roselle, IL

Failure to comply with these bid documents or submit all required forms may lead to disqualification of your bid. We look forward to your participation in this bid.

Sincerely,

Reiley Straub
Director of Business & Operations

INSTRUCTIONS AND GENERAL GUIDELINES

1. Bids are requested for a three-year period for the school years 2020-21, 2021-2022, 2022-2023. Extensions (if any) will be by written mutual agreement. Electronic copies of bid documents are available by contacting Reiley Straub at rstraub@ndsec.org or (630)894-0504.
2. A mandatory pre-bid meeting will be held at 11:30 a.m. on December 11th, 2019, at NDSEC Administrative Center, 132 E Pine Avenue, Roselle IL 60172.
3. Bid proposals must be submitted in a sealed envelope, on the outside of which is marked "Sealed Bid- Student Transportation Services." Bids will be opened and read aloud at 132 E Pine Avenue, Roselle IL 60172 at 9:00 a.m. December 19th, 2019. Bids received after the bid deadline stipulated herein shall be returned to vendor unopened. Bids are to be submitted to:

Attn: Reiley Straub
NDSEC Board
132 E Pine Avenue
Roselle, IL

4. To complete the bid NDSEC requires all of the documents requested in the bid specifications be completed including:
 - Bid Reply Form
 - Contractor Information (outlined in section D of the bid specifications)
 - Certifications and Representations
 - Bid Bond
5. Each bid proposal must include all documents required by these specifications. Each contractor, by submitting a bid, acknowledges the provisions of the attached Contract and does hereby agree to comply with all provisions of the Contract. No contractor shall make any changes to the wording of the Contract.
6. All bids submitted must be valid for a minimum period of 120 days from the date of the bid opening.
7. After opening the bids NDSEC will recommend approval of the most qualified bidder as determined in accordance with 105 ILCS 5/10-20.21 and these specifications. Each participating District will then accept the bid recommended by NDSEC at a District Board meeting. NDSEC will coordinate the approval of the contract (Attachment #2) at each District's school board meeting. It is anticipated that all Districts included in this bid will approve the bid but there is the possibility that some individual districts may choose to not participate after the bid opening. The Contractor will be required to accept the contract for all districts that choose to participate. Any exceptions to this requirement must be disclosed in the bid reply.
8. NDSEC reserves the right to reject any or all bids or parts thereof, to accept bids in whole or in part, and to waive any irregularities, technicalities or defects in any proposal, should it deem such action to be in the best interest of the participating districts. NDSEC shall recommend to participating districts the most qualified bidder provided that at no time shall a cause of action lie against NDSEC or a District for awarding a pupil transportation contract per the standards set forth in this contract unless the cause of action is based on fraudulent conduct. Contract award shall be made in accordance with the standards set forth in 105 ILCS 5/10-20.21 and these specifications.
9. Any explanation, statement or alternate which the Contractor proposes must be placed in the same

envelope with the proposal but shall be written separately and independently of the proposal and attached thereto. Unless the Contractor so indicates, it is understood that the Contractor has bid in strict accordance with the specification requirements. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.

10. All information supplied by NDSEC to develop the bid is based upon actual current activity but information is to be considered estimates of existing present operations.
11. No contract shall be assigned or any part of the same subcontracted without the written consent of Districts impacted by the subcontract, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract. Such consent shall not be unduly delayed or withheld. However, if the assignment is to a related entity, no consent is required.
12. Contractors shall not include taxes in their quotations which School Districts are not subject to; namely, Retailers Occupation Tax, (both State and Local) Sales Tax of any kind, Service Use Tax, and any other such applicable tax.
12. NDSEC will request financial information from the Contractor to assess the financial stability of the Contractor in awarding the contract. At a minimum, bidders must be able to provide evidence of financial credit or resources to purchase the fleet as described in these specifications. In addition, each school district may require evidence that the successful contractor have the financial resources to meet ongoing operational demands. This may include but is not limited to copies of recent audits or financial reports. The financial stability of the Contractor will be a factor in the award of the contract. This determination shall be made in accordance with the Exhibit E of the Bid Specifications entitled "Award of Contract".
13. The Contractor 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 any such laws pertaining to safety.
14. The successful Contractor shall not discriminate against any worker, employee or applicant, or any member of the public because of race, color, national origin, age, sexual orientation, religion, disability, or any other characteristic protected by law, nor otherwise commit an unfair employment practice.
15. A Bid Bond or cashier's check of 10% of the total bid price is required. Security deposits shall be in the form of a certified check or cashier's check (drawn on a responsible bank doing business in the United States) and made payable to North DuPage Special Education Cooperative, or a Security bond (by a surety company qualified to do business in Illinois) satisfactory to North DuPage Special Education Cooperative. Proposals not accompanied by a bid security will be rejected.
16. An annual performance bond is required to be provided for the estimated value of the contract work to each District that request a performance bond. The performance bond will be issued to each District that requests a performance bond. Each performance bond must be from a surety company with at least an "A" rating in Best's Key Rating Guide. Such bond shall be in a form and with a surety acceptable to each school district and shall not include a limitation period shorter than provided by State law. The Contractor shall pay the cost of premiums for the said bonds. The bonds shall be signed and sealed by an authorized representative of the Contractor, and a certificate of authority of those signing the bonds, if not officers, shall be attached thereto. Within ten (10) business days following the effective date of the Contract, the Contractor shall provide each District that makes this request a Performance Bond, which shall guarantee the Contractor's performance of

the duties imposed upon it pursuant to the contract and indemnify each 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. The cost of the performance bond will be the responsibility of the District that makes this request.

17. **Contractors Inquiry Periods:** An inquiry period is hereby firmly set for all interested contractors to perform a detailed review of the bid documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing and received by 4:00 PM on the Inquiry Deadline date set forth in the bid Schedule outlined in Exhibit A. Inquiries shall not be entertained thereafter.
18. **Ownership of bids:** All materials submitted in response to this request become the property of NDSEC. Selection or rejection of a bid does not affect this right. All bids submitted will be retained by NDSEC and not returned to contractors.
19. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
20. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.
21. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.
22. These instructions are to be considered an integral part of the bid.

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A. BID SCHEDULE

12/4/19 Bid notification made & bid packets released

12/11/19 11:30 AM Mandatory Pre-bid meeting

12/13/19 4:00 PM Deadline for written vendor inquiries

12/16/19 4:00 PM Tentative deadline for addendum issuance

12/19/19 9:00 AM* Bid opening, NDSEC Administrative Office, 132 E Pine Ave, Roselle IL 60174

2/10/20 3:00 PM Contract approved at Board of Education Meeting, NDSEC Administrative Office, 132 E Pine Ave, Roselle IL 60174

****NDSEC reserves the right to delay the bid opening as required and arising from additional questions or clarifications brought forward at the pre-bid meeting.***

B. INTERPRETATION AND ERRORS

In the event that questions should arise requiring interpretation of this document, such questions shall be referred to NDSEC, whose decision shall be binding on all parties. Any interpretation of the bid specifications shall be made only by an addendum issued by NDSEC. A copy of the addendum shall be emailed or otherwise delivered to each Contractor receiving a set of bid specifications and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of their proposal. NDSEC will make every effort to address requests for clarifications but Contractors should not expect a response for clarifications made by 4:00 PM on the Inquiry Deadline date set forth in the bid Schedule outlined in Exhibit A. Oral explanations or representations will not be binding. No advantage shall be taken by the Contractor of manifest, clerical errors, or omissions in the Bid Specifications. The Contractor is requested to notify NDSEC immediately of any errors or omissions that may be encountered.

Interested bidders may contact the undersigned to resolve questions:

Reiley Straub
Director of Business & Operations
132 E Pine Ave
Roselle, IL 60172
(630)894-0504
Rstraub@ndsec.org

C. SCOPE

The Contractor shall provide during the contract period:

1. Sufficient vehicles to transport conveniently and safely any and all students designated by each District to be served under this contract.
2. Transportation for each and every day that school is in session and in accordance with routes and schedules submitted by the Contractor to each District and approved by each District. Each District can request a change in a student's assigned route and/or the number of vehicles required to best suit its student's needs at any time before or during the school year. The Contractor will make every reasonable effort to accommodate a district's request within a reasonable period of time.
3. Transportation for all students, or for other personnel, as may be required by each District on field trips, athletic activities or any other purposes designated by the District.
4. Vehicles that provide easy access and safe transportation for students with disabilities confined to wheelchairs.
5. A full fleet of vehicles in operation at all times during the contract period.

NDSEC and its participating Districts reserve the right to contract with other contractors for student transportation by van or taxi, for charter trips, or for other types of trips or transportation needs.

D. GENERAL CONDITIONS

1. INVOICING

- All NDSEC operated programs and billing for students residing in Districts #2, #7, #10, #11, #12, #13, #100 and #108 (member districts) are to be sent to NDSEC for review. These invoices are to be separated by District. Payment will be made by districts after NDSEC's approval.
- Billing for services of non-member districts is to be made directly to the student's resident school district for all NDSEC operated programs.
- The payments to be made by the Districts to the Contractor shall be made each month after a proper written billing is made by the Contractor itemizing the basis of the charges. The payment to be made by the Districts to the Contractor shall be made in accordance with the *Local Government Prompt Payment Act* after a proper and accurate written billing is made by the Contractor itemizing the basis of charges.
- For billing purposes the successful Contractor will develop a price per pupil per day according to the number of students being transported on each route.

The payments for services to the Contractor shall be made each month based upon an invoice prepared by the Contractor itemizing monthly charges. The Contractor shall also submit such other reports as may from time to time be requested by each District. Records sufficient to confirm the accuracy of all reports shall be kept by the Contractor, and made available for inspection by each District at all reasonable times, for one year after the submission of each report. The successful Contractor will use the fee structure described herein based upon the daily fees for the routes for busses, busses with lifts and other vehicles. Other vehicles include Suburbans, MPV's, minivans etc... Individual daily billing rates are to be developed for busses, busses with lifts and other vehicles for the following categories:

AM Routes Regular and Summer (One way)

Single Route Per AM period of time

Double Routes Per AM period of time

Triple Routes Per AM period of time

PM Routes Regular and Summer (One Way)

Single Route Per PM period of time

Double Routes Per PM period of time

Triple Routes Per PM period of time

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

Single Route Per Mid-Day period of time

Double Route Per Mid-Day period of time

Triple Route Per Mid-Day period of time

Once daily route rates are developed the route rate will be divided evenly among students being transported on each route. The Contractor will invoice each district for each of its students on each route, each day, at the end of the month. All bus routes that transport students requiring a lift require a monitor on the route. The purpose of the monitor is to assist the driver of the bus with getting students on and off the bus with a lift and to monitor the needs of students during travel time. The hourly cost of the bus monitor is to be invoiced in addition to the billing rate for the cost of the route. The cost of the monitor will be evenly split among all students requiring a lift bus on the route. For routes requiring a monitor where students are not on a vehicle with a lift the cost of the monitor will be invoiced in addition to the billing rate for the cost of the route and equally shared by all students requiring a monitor on the specific route. Billing for bus monitors will be on an hourly basis billed in ¼ hour increments with a minimum of one hour per route.

The cost of the lift bus will be evenly split among all students requiring a lift. The cost of the lift bus will be determined by the increase in the cost of a lift bus compared to the cost of a type A minibus.

The Contractor will make every effort to minimize the time a monitor spends on a vehicle to minimize the related cost to the Districts. Billing for the bus monitor is limited to the time when the route begins at the terminal to the time the monitor is returned to the terminal. If the monitor is on a vehicle before or after a route which requires a monitor then the district will not be invoiced for the portion of the monitor's time when a monitor is not required for any students on the route. This situation could occur if a vehicle is running multiple morning or afternoon routes but only one of the routes has students where a monitor is required.

If a District or NDSEC places a medical assistant on a vehicle to monitor a student then the Contractor will invoice a portion of the route costs for this medical assistant.

A report will also be developed each month specifying vehicles used, the number of routes run by the vehicle in AM, PM and Mid-Day and the students included on the routes that it operates each day. This report will be sent to NDSEC's Director of Business & Operations each month.

Invoicing will occur for each student and will include:

Allocation of route costs to each student	_____
Allocation of monitor charge for each student	_____
Total cost per student per day	=====

2. EQUIPMENT AND VEHICLE MAINTENANCE

The Contractor shall submit with the bid a description of the equipment proposed for use in fulfilling this contract (including any equipment to be purchased). This description should include the type of equipment, number of vehicles, year, make, capacity, current odometer readings and modifications. Wheelchair buses with hydraulic lifts that permit students to enter and exit the vehicles in wheelchairs and strollers will be included for students with a handicap condition at a maximum ratio of five (5) students to one bus unless the route can be completed within one hour or less. Exceptions may be granted but will require written approval from the District. It is further understood that all equipment used during the term of this contract shall comply with all local, State and federal statutes, school bus specifications and safety legislation governing school bus transportation. The contractor shall ensure that any vehicle used in the completion of the contract is in compliance with all government regulations concerning inspections. The cost of inspections shall be borne by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. All vehicles shall be kept in a clean and sanitary condition and open to examination by District personnel at all times.

Students may require a special harness for physical support. The Contractor shall maintain reasonable inventory of each size of approved device so that it is able to supply any device requested by each District on the date of providing transportation services. If transportation regulations require car seats or booster seats for students under specified ages and weights then the Contractor shall maintain a reasonable inventory of approved car seats so that they are able to be provided on the day of transportation. Car seats or booster seats may also be required for student support. The contractor will allow for the use of parent/district provided car seat whenever feasible and when in compliance with local, state and federal regulations.

The Contractor will have sufficient vehicles available for the fulfilment of the contract beginning with the fall of 2020 (August 2020). If the Contractor opts to use a lift bus for students who do not require a lift bus, the Contractor will not be permitted to invoice the rate for the lift bus and will invoice for the rate of a type A minibus. At all times, the Contractor must have one (1) standby vehicle available for each ten (10)

vehicles used to service the contract. This shall include standby buses with hydraulic lifts. The average age of all vehicles used by the Contractor to service the contract shall not exceed eight (8) years; provided, however, that the age of any single vehicle shall not exceed twelve (12) years. Vehicle maintenance records shall be available for inspection by each District upon request. All vehicles will be air conditioned to provide for student health concerns related to unsafe temperature levels occurring in the vehicles. In certain circumstances a thermometer may be requested to be provided by the Contractor. All vehicles will be outfitted with functioning video cameras that record activities, audio, and allow for tapes or other optional monitoring technologies to observe activities occurring on the vehicles. Access to these video recordings will be made available to Districts upon request. All requests for video should be fulfilled in an expedited manner and in no case later than twenty-four (24) hours after the request was made.

Students are required to be transported on time within forty-five (45) minutes each way to and from school. With prior District approval exceptions will be made for transportation to occur within sixty (60) minutes each way, to and from school but the Contractor's goal should be to make every attempt to limit transportation time to forty-five (45) minutes or less. Communication is required to be made to the District if the route will exceed forty-five (45) minutes. This required communication will allow the District to consider optional placements or other considerations which may need to be considered to address student concerns. For routes transporting preschool age students the duration of the route is to be strictly limited to forty-five (45) minutes except if approved in advance by the district.

All vehicles shall be equipped with two way radios. Drivers will have access to cell phones for emergency purposes only and will be required to comply with laws regarding their usage while in a vehicle. All vehicles will have GPS tracking devices installed to allow for vehicle monitoring and tracking during emergencies. The Contractor will allow for NDSEC and each District to access to the GPS system to monitor vehicle locations.

3. ROUTES

a) New School Year Routing:

Prior to the beginning of each school year, each District will provide to the Contractor a list of all students to be transported, including name, address, phone number, school attending, required vehicle, arrival and vehicle departure time at each school, handicapping condition when conditions require special handling, and the school's calendar. Deviations in schedules are expected to occur from time to time and should be anticipated. Subsequent to providing this list, information on children to be added to or dropped from transportation routes shall be provided to the Contractor by each District in separate communications

Based upon student information that is received, routes will be established by the Contractor and approved by the District, which will provide for the transportation needs of each student. Prior to the end of a school term Districts must submit a tentative list of all known students to be transported at the beginning of the next school term to the Contractor so that the Contractor can develop routes by August 1st for these students. An updated list of students shall be submitted to the contractor the end of the first week of August or sooner if possible. A final list of students must be submitted to the Contractor ten (10) business days prior to the start of school. The Contractor will make every effort to accommodate late requests. However, for students that are not included in the final list, a five (5) business day grace period after the date of receiving the revised student information from the District will be allowed. If the Contractor is unable to provide transportation services to such students within five (5) days, the Contractor shall provide an immediate explanation as to the reasons why the Contractor is unable to provide such transportation and provide a reasonable timeline as to when services can commence. The District will have the option to seek an alternate transportation provider if the Contractor is unable to meet the needs of the District. One week prior to the opening

of each student attendance center, the Contractor will provide to NDSEC a tentative schedule of each vehicle's route transporting students for each District. This schedule will also include the estimated travel time for each student on the route.

When only one or two students are accommodated on a bus run, the cost to Districts becomes extraordinary. Billing for one or two students per route is prohibited without prior approval from NDSEC. If a bus is billed for one or two students or if any student's daily fee exceeds \$175 per day, the Contractor must notify the NDSEC using a high-rate authorization form within three (3) business days of receiving the request for transportation to determine if flexibility in pickup/drop-off time or education placement is an option to avoid the costly route charge. NDSEC will provide signed authorization within ten (10) business days of the student's start date. If the Contractor fails to provide notification using a high-rate authorization form the charges for the student will not exceed \$175 per day.

b) On-going changes to routes:

The District shall use its best efforts to provide the Contractor within a reasonable period of time notice of transportation change requests including but not limited to added students, deleted students, time changes, changes to students' transportation needs and equipment, etc. The District shall provide written notice via email of the requests. Contractor shall provide email confirmation of receipt of changes and subsequent follow up to requestor prior to service implementation. Approved changes to established routes, schedules or stops shall be implemented by Contractor as soon as possible after request by District, or within three (3) business days following the written request, unless mutually agreed upon by all affected parties. In the event that changes cannot be made within the prescribed period, the Contractor will provide a detailed description as to why and the proposed action to remedy the issue as quickly as possible. The written explanation shall also include the expected timeline for completion. The District will have the option to seek an alternate transportation provider if the Contractor is unable to meet the needs of the District.

c) Summer School Routing:

Each District must submit a tentative list of approximately 90% of all known students to be transported to the Contractor by May 20th of each agreement year so that the Contractor can develop routes by June 1st for this group of students. An updated list shall be submitted to the Contractor by the end of the last week of May. A final list of students must be submitted to the Contractor five (5) business days prior to the start of summer school. The Contractor shall make every effort to provide transportation services to students not included in the final list. If the Contractor is unable to provide transportation services to such students within five (5) days, the Contractor shall provide the District with an explanation as to the reasons why the Contractor is unable to provide such transportation services and provide a timeline as to when services can reasonably commence. The Contractor will make every effort to accommodate late requests.

The summer school program operates from mid-June through mid-July for approximately sixteen (16) days of instruction and transportation for approximately seventy-five (75) students. These estimates, though based upon an analysis of the existing summer school program, cannot be relied upon as precise dates and number of days of instruction.

The District will have the option to seek an alternate transportation provider if the Contractor is unable to meet the needs of the District. One week prior to the opening of summer school, the Contractor will provide NDSEC with a tentative schedule of each vehicle's route for transporting students for each District. This schedule will also include the estimated travel time for each student on the route.

4. SERVICE CONDITIONS

- a) No vehicle shall transport more than five (5) students in wheelchairs in each bus route, unless the route can be completed in one hour or less.
- b) Routing and scheduling shall be done with the full cooperation and approval of District representatives.
- c) Routes in general will be designed to provide a maximum of forty-five (45) minutes, one-way travel time. However, up to a sixty (60) minutes, one way ride, will be acceptable with District approval. Routes with preschool age students should be completed within forty-five (45) minutes. An hour of travel time for preschool age students is considered excessive.
- d) Contractors will confirm required arrival and departure times of vehicles from the all school locations. Contractors will confirm the school calendars with each District's personnel.
- e) 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.
- f) Students shall be picked up and dropped off immediately in front of or as near as possible to their home or residence and shall be dropped off and picked up at school in like manner. Students will not be dropped off unless a teacher, parent or designee is present, or the Contractor has obtained a signed waiver authorizing the student to be released without supervision.
- g) To avoid accidents, vehicles will be prohibited from backing up unless no other option exists.
- h) During student pick-up the bus will wait three (3) minutes from the student's scheduled pick-up time for ambulatory students or five (5) minutes from the student's scheduled pick-up time for non-ambulatory students.
- i) No unauthorized persons shall be allowed in any vehicle while engaged in transporting students. The District reserves the right to have an authorized representative ride on any bus, on any contracted route, without prior notice to the Contractor. Drivers will not be allowed to bring their children on their runs.
- j) The Contractor understands that some of the students to be transported exhibit emotional and behavioral needs and may present discipline problems. The Districts have statutory obligations to provide transportation for all students, regardless of their needs. The Contractor will transport all students knowing that some of the students may not meet the expectations of acceptable conduct for a typical student. Students can't 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. In severe instances a driver may need to call 911 to obtain police assistance but these situations should be exceptional occurrences and are to be promptly reported to appropriate school officials. Severe conduct problems on a continuing basis may require the assistance of a bus aide for the route. The Contractor may initiate this request but this request is subject to the prior approval of the District. The Contractor will provide appropriate training for its drivers who transport this population of students.
- k) The contractor shall cooperate with the district regarding, and adhering to the district's policies, procedures, rules and regulations relating to, the use of audio and video surveillance tapes, viewing and disclosure thereof in connection with any student disciplinary or other actions relating to students arising from transportation services. The contractor agrees to promptly furnish to the district any requested audio or video surveillance footage. Except to the extent caused by the contractor, its employees or agents, the contractor shall not be liable for the district's failure to obtain the proper student/parent authorizations or if the district improperly uses the video surveillance footage. The district shall request video footage as

soon as practical and, at least, within seventy-two (72) hours of the incident and the contractor shall provide the video footage if not overwritten within twenty-four (24) hours of the request. The district and contractor acknowledge that the video surveillance system may only maintain video and audio footage for a finite period of time before it is overwritten by the system as part of the system's normal course of operation. If the district does not request copies of audio or video footage with seventy-two (72) hours prior to the system overwriting them as part of its normal course of operation, then the contractor shall not be liable. However, the contractor shall not delete, or cause the system to overwrite, audio or video footage outside of the system's normal course of operation.

5. INFORMATION REQUIREMENTS

- a) Contractor is required take daily attendance and to maintain monthly attendance and cost reports for each student and route. These reports are to be submitted with monthly invoices. For purposes of the Illinois State Board of Education annual transportation claim, the Contractor shall send an end of year report to NDSEC by July 15th.
- b) Contractor is required to maintain mileage logs for each trip and provide each district with an end of the year summary of total miles driven by route by July 15th.
- c) The following information for all drivers under employment of the Contractor will be provided to the Districts within the first thirty (30) business days of the start of the school year, when the Contractor has mid-year hires, and upon request:
 - 1) Name - first, middle and last
 - 2) Valid School Bus Driver Permit number for each driver
 - 3) Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers
 - 4) Health certificate and date issues
 - 5) Driver's license number and date of expiration
 - 6) Evidence of freedom from tuberculosis will be required if required by State regulations
 - 7) Proof of age
 - 8) Results of criminal background checks
- d) The following information for all aides under employment of the Contractor will be provided to the Districts within the first thirty (30) business days of the start of the school year, when the Contractor has mid-year hires, and upon request:
 - 1) Name - first, middle and last
 - 2) Evidence of freedom from tuberculosis will be required if required by State regulation
 - 3) Proof of age
 - 4) Health certificate and date issued
 - 5) Results of criminal background checks
- e) Prior to the beginning of the contract, the Contractor shall provide each District, upon request, with the following information on all vehicles to be used in the transportation of students:
 - 1) Make, model, year and serial number
 - 2) State license number, municipal vehicle sticker number, and safety inspection sticker number

- 3) Capacity of vehicle
- 4) Special alteration made in the vehicle to accommodate handicapped students
- 5) Ownership of vehicle

Subsequent to the initial report for (e) above, the Contractor shall provide, upon request, the same information on any newly acquired vehicles, and shall update the information on state license, municipal vehicle, and safety inspection stickers whenever this information changes.

6. FIELD TRIPS

Programs may require the use of transportation services during the hours of 9:00 am. – 2:00 p.m. on either a fixed weekly schedule or on an irregular basis. Billing for field trips will be on an hourly basis billed in ¼ hour increments with a minimum of one hour per route.

7. SUMMER SCHOOL ROUTES (Beginning the summer of 2021)

NDSEC operates an extensive summer school program for its member districts and Districts may operate independent summer school programs for students. The summer school program operates from mid-June through mid-July for approximately sixteen (16) days of instruction and transportation for approximately seventy-five (75) students. These estimates, though based upon an analysis of the existing summer school program, cannot be relied upon as precise dates and number of days of instruction.

8. REVISION OF DAILY RUNS

In the event of inclement weather or for any other reason that school must be canceled or delayed, the Superintendent of each District, or their designee shall notify the Contractor prior to 6:00 a.m. on the day of such cancellation or delay. In the event that school must be dismissed early, the Superintendent or his designee shall notify the Contractor as conditions warrant.

9. EARLY DISMISSAL DATES

Several times during each school year Districts have early dismissal dates. These dates are scheduled well in advance and often at the start of the school term. Special attention should be given to these dates to ensure arrival/departure times are prompt. Prior to the beginning of the school year each District will address the logistics of staggering early dismissal patterns with the Contractor to ensure early dismissal patterns allow for reasonably consistent transportation patterns. After each District has developed a staggered dismissal pattern and communicated this staggered pattern in writing to the Contractor, the provision of the annual performance appraisal accumulated by district will apply to any late buses on early dismissal dates.

10. FUEL

The Contractor shall purchase all fuel necessary for the operation of the Contractor's vehicles within the scope of this service.

11. PERSONNEL

The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor and the Contractor agrees that he shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way interfere with this responsibility subject to such terms and conditions as are provided herein. It shall be a primary obligation of the Contractor to operate its affairs so that each District will be assured of continuous and reliable service. Persons whose conduct might in any way expose a child to any impropriety of work or deed, whose mental or emotional stability is questionable or who in

the sole discretion of an appropriate District representative is deemed unfit or unsuitable for the performance of services shall not be permitted to serve as a bus driver, bus assistant or in any other capacity with the Contractor. Districts will communicate their personnel concerns to the Contractor. The Contractor agrees to comply with the District's request assuming the request does not violate any applicable local, State or federal laws and regulations. The District is not responsible for any unemployment claims resulting from any requested reassignment.

The Contractor shall employ only qualified bus drivers who shall be required at all times to exercise the highest degree of care and to observe and comply with all laws, ordinances, rules and regulations now in effect or hereafter enacted pertaining to the operation of school buses and other vehicles.

The Contractor shall employ qualified monitors for transportation services as agreed upon by each District. The District shall have no responsibility for hiring, supervising, or providing workman's compensation insurance coverage for the monitors.

The Contractor shall at all times keep all of its drivers, monitors, supervisors and other employees informed of regulations governing the operation of all vehicles, appropriate conduct with students and procedures for maintaining student discipline. Drivers will be obligated to report misconduct on the vehicles to the respective principal or district representative who will take the necessary disciplinary action. If the driver fails to report misconduct on the vehicles a District may require the reassignment of the driver to a route that is not covered by this contract.

The Contractor will allow the District the opportunity, to provide bus driver/monitor training based upon student needs, behavior management techniques, etc... of the special education students being transported by the Contractor. If training is developed by the Districts the Contractor will require its staff to complete the training and will be responsible for providing all handout materials. The Districts will not be responsible for payroll costs or facility costs for this training.

The Contractor, in performing this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sexual orientation, national origin, or any other characteristic protected by law, nor otherwise commit any unfair employment practice.

All employees of Contractor performing services under this contract shall submit to a fingerprint criminal background investigation pursuant to the *Illinois School Code* and perform any other related background checks required by State, local or federal regulations at Contractor's cost.

All employees of the Contractor shall wear a photo identification badge at all times when performing services under this contract.

12. MINIMUM PERSONNEL AND COMMUNICATION

The Contractor awarded this contract must have in place the following personnel devoted to servicing this agreement:

- a) A full time contract manager with ability to make day to day decisions.
- b) A full time training and safety supervisor dedicated to safety oversight.
- c) A full time trip coordinator to schedule field and community trips.
- d) A full time customer service manager and full time customer service coordinator.
- e) A full time employee routing vehicles to minimize travel time and maximize efficiency.
- f) A dispatcher to oversee operations on a daily basis.
- g) A full time employee devoted to billing to ensure accuracy in the monthly billing.
- h) Monitors for all vehicles with lifts for wheelchair students. Monitors may also be required for other routes when program/district personnel request these services.

- i) The Contractor shall ensure that a manager is accessible at all times (twelve months a year) during normal business hours. If the manager will not be accessible, an alternate is required and must be accessible to make decisions in any emergency.
- j) Adequate systems for communication from parents and District staff will be provided by the Contractor. These systems include telephone, email and other systems. The Contractor will have adequate staff to answer District telephone calls. The Contractor will have a telephone answering system in place on a 24/7 basis to collect communications outside of normal business hours. An email reporting system will be developed to receive issues from parents/Districts, communicate the receipt of the message and follow up with a resolution of the issues.

13. QUALIFICATION OF CONTRACTOR

Each District may make such investigation as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to NDSEC all information and data for this purpose as it may request. NDSEC and each District reserves the right to reject any bid if the evidence submitted by, or investigation of, such Contractor fails to satisfy NDSEC and each District that such Contractor is properly qualified to carry out the obligation of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

14. INSURANCE

The Contractor agrees that neither NDSEC or each participating District 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 NDSEC, each participating District, their respective 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.

Contract Insurance Requirements

Comprehensive General Liability (including sexual abuse and molestation)	\$10,000,000
Automobile Liability	\$5,000,000
Excess Umbrella	\$10,000,000/occurrence
Uninsured and Underinsured Motorist	Statutory limit

Worker's Compensation insurance shall be at least the minimum limits as specified by law.

Insurance shall be with companies licensed to do business in Illinois with a policy holder's rating not lower than "A" of a financial rating, not lower than "AAA" in Best's Insurance Guide (current edition). Insurance coverage cannot be terminated or non-renewed without thirty (30) days written notice to each District by the insurance company. A successor insurance company must be in place at the time of such notice.

Contractor shall provide each District with a Certificate of Insurance no later than June 15th prior to the initiation of the contract and annually no later than 15 (fifteen) days prior to the expiration of the term of insurance coverage each year. The certificate of insurance shall provide that the insurance shall not be cancelled, non-renewed or modified without each District's receipt of written notice of said action not less than thirty (30) days prior to termination of coverage. Each District requires that the parties indemnified be named as additional insured and/or that the Contractor carry contractual liability coverage as part of a comprehensive general liability in the amount set forth above.

The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor shall in no way limit the Contractor's responsibility to indemnify, hold harmless and defend the Indemnity herein provided.

Within ten (10) business days following the effective date of this Contract, the Contractor shall provide each District that makes this request a Performance Bond, which shall guarantee the Contractor's performance of the duties imposed upon it pursuant to the contract and indemnify each 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. The cost of the performance bond will be the responsibility of the District that makes this request.

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, each District 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 each District, their officers, employees, students, and agents thereof.

15. FORCE MAJEURE

In the event Contractor is unable to provide transportation services herein specified because of any act of

God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, each District shall excuse the Contractor from performance under this Agreement.

16. SERVICE RATE ESCALATION

The rates in the second year of the contract shall be adjusted by the change in the CPI using the 12-month percentage change for the calendar year ending December 2020 of the Consumer Price Index, United States Average - All Urban Consumers section, as published by the United States Department of Labor's Bureau of Labor Statistics all items. Any increase however, will not be lower than one half percent (.5%) and not be higher than three percent (3.0%). The same procedures and limitations will apply to increases awarded in the third year of the contract except the 12-month period used to determine the CPI change will end December 2021.

The parties will determine the number of am/pm routes, and live monitor hours for the upcoming 2020-21 school year. In the event that a significant reduction in service to am/pm routes, live route hours, or live monitor hours, or any other changes occurs during the term of this contract which significantly reduce the existing service level(s) the parties agree to discuss the impact of these changes. The contractor may present a request to the Districts to modify the applicable unit rate. This unit rate price modification may be necessary as overheads and fixed costs such as on-site supervisors and mechanic salaries, facility costs, rent and taxes, and various other expenses may not change due to the decrease in service levels.

17. FUEL ESCALATION

The cost of fuel shall be included in the route costs. It is recognized that fuel costs fluctuate. The fuel cap rate shall be established at \$3.10 per gallon for diesel and \$2.80 for gasoline fuel. The fuel cap shall be inclusive of all applicable taxes. When the price of regular unleaded gasoline or diesel fuel vary by more than \$0.10 per gallon from the cap during a given month in which transportation services are provided a fuel adjustment will be allowed for the entire month. If the cost of diesel fuel is above \$3.20 per gallon the Contractor will be reimbursed for each cent above \$3.20 per gallon and if less than \$3.00 per gallon, the District shall be reimbursed for each cent below \$3.00 per gallon. If the cost of gasoline fuel is above \$2.90 per gallon the Contractor will be reimbursed for each cent above \$2.90 per gallon and if less than \$2.70 per gallon, the District shall be reimbursed for each cent below \$2.70 per gallon for gasoline fuel. Each month the Contractor shall retain all fuel cost records and attach the cost records to a calculation of the fuel charge or credit, and include the calculation with each monthly invoice. Increases in the fuel cap must be received with invoicing or communicated within 30 days of the end of each month. If notice is not provided by the Contractor to the Districts of fuel prices being paid in excess of the fuel cap then the Districts will not be responsible for the fuel surcharge. However notice is not required within 30 days if the cost of fuel is below the fuel cap. In this case the credit will be required to be applied to invoices sent to the District.

Determination of the number of gallons for fuel reimbursement shall be computed based upon eight (8) miles per gallon of gasoline and based upon ten (10) miles per gallon of diesel fuel. This computation shall begin at the first student pick up location and end at the last school drop off location at the end of the afternoon run. Mileage to the student home in the morning and mileage back from the student home in the afternoon to the contractor terminal shall not be included in the calculation. Mileage to/from the school and between tiers, if applicable, will be included in the mileage calculation. Other vehicle mileage is not allowable in the fuel surcharge or credit calculation

18. TERMINATION

Districts may jointly or individually terminate this contract at any time during the contract period by providing written notice of said termination to the Contractor at least sixty days prior to the designated termination date. The sole right to make this determination is at the discretion of NDSEC and the

participating District(s). The parties further agree that any failure to meet an acceptable standard of services constitutes a breach of this contract and constitutes sufficient reason to terminate the contract as set forth below. 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 the Contractor, or its drivers, or employees, the District(s) 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. In the event that the District(s) determine that the Contractor has failed to comply with, fully perform, or strictly adhere to this Agreement, the District(s) may send written notice at least sixty (60) days in advance to the Contractor indicating the intention of the District(s) to declare the Contractor in default. In such notice, the District(s) will state in what respect the Contractor has failed to comply with the terms of this Agreement, and will state the date which the Agreement will terminate unless the Contractor, prior to such date, cures the defect to the satisfaction of the District(s). If, prior to the date of termination stated in the notice as aforesaid, the District(s) 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 District(s) does not so notify the Contractor that the defect has been cured as aforesaid, this Agreement is terminated without further action by the District(s) on the date of termination stated in the notice and in such event, the bond posted by the Contractor shall be paid to the District without further proceedings or notice. The date of termination stated in the notice of intent to declare the Contractor in default, as provided above, may not be sooner than 60 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.

The right of the District to terminate this Agreement as provided above, is cumulative with all other rights of the District contained herein. The District's failure to send a Notice of Default to the Contractor shall not be deemed a waiver of the District's right to terminate this Agreement.

19. EMERGENCY REQUIREMENTS

The following safety procedures shall be established by the Contractor:

An office worker familiar with the contract shall be available in the Contractor's office to answer calls from parents, drivers and District staff each day students are transported from 6:00 a.m. to 6:00 p.m. A separate telephone line dedicated to this contract is to be established.

In addition an email system will be established by the Contractor to record issues, communicate receipt of the issue and provide a response on the resolution of the issue.

An answering service and/or assigned office worker shall be provided by the Contractor to be used between the hours of 6:00 p.m. and 6:00 a.m. each day students are transported to advise callers that the office is closed and in the event of an emergency to implement emergency procedures developed by the Contractor.

The Contractor shall maintain two-way radio communications in all regular or back-up vehicles with a base receiver and transmitter in the home office. Drivers will have access to a cell phone for emergency use in compliance with State and local laws.

Each driver must make a "dry run" of each route prior to students being transported. Dry runs are required at the beginning of the school year or when significant revisions to a route occur. Adding or deleting one student is not a significant revision. Even though dry runs are not required for adding one student, their use is encouraged to avoid problems when one student is added to a route.

The Contractor shall provide immediate notification to the District within fifteen (15) minutes of a vehicle accident. A written accident report will follow within twenty-four (24) hours of the accident.

The Contractor shall provide "incident reports" and notify the District in a timely manner of any incidents requiring reporting. These incident reports may be automated through an email system. These incidents include, but are not limited to, leaving a child unattended at a house, dropping a student off at a school without staff to escort the student, late arrivals or drop off, etc...

20. PERFORMANCE CALCULATION

Rate reductions will be made for not meeting the requirements of this agreement. The district and contractor agree that in certain circumstances, the actual amount of damages incurred by the district will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, except during the first week of summer school each year and the first two (2) weeks of each school year, the district may assess damages against the Contractor. However, the district must timely notify the contractor in writing (via email or otherwise) of the specific event. If the district fails to assess such damages on the next invoice cycle from the date of the occurrence, then such failure will relieve the contractor of such liability. These damages accrue in addition to the district's expectation that it will not pay for any transportation services that have not been provided. Rate reductions can be cumulative for a route being late and other violations.

Per Student	Reduction of Route Cost
1. Late pickup at home (more than 15 minutes)	20%
2. Late drop off at home (more than 15 minutes)	20%
3. More than 45 minute route without prior approval	20%
5. Failure to provide a camera on a bus/inoperable camera	100%
6. Failure to have an operational bus radio	100%
7. Failure to have operating air conditioning	100%
8. Failure to report a bus incident or accident	100%
9. Student left on bus after bus leaves designated drop off point	100%
10. Missed Route	100%

The Contractor will not be liable for performance reductions relating to circumstances directed by the Districts that prevent the Contractor from delivering or picking up students on time that may have been caused by: limitations of the bell schedule; district timing of loading, unloading, and departure from school grounds; traffic conditions surrounding the schools; delays due to shuttle programs and transfer points.

21. TERMINAL LOCATION

The location of the Contractor's terminal used for vehicle departure at the beginning of the day and for vehicle return at the end of the day is important to the award of this bid. The contractor will disclose its current terminal locations and plans for additional locations. The most desirable terminal location would be multiple locations within the NDSEC catchment area to reduce fuel costs and to minimize the costs of bus monitors.

22. CONTRACTOR INFORMATION

Each Contractor submitting a bid is asked to provide the following information:

1. Qualifications
2. Experience in special education transportation
3. Audited Financial Report
4. School districts in Illinois presently being served listing contacts and contact information to serve as Contractor references
5. Size and type of service involved in present operation

6. Route planning and organization procedures
7. Employee safety training and supervision
8. Vehicle maintenance programs and housing procedures
9. Description of Contractor's central office and maintenance staff with names and job descriptions of key employees
10. List of vehicles to be used to transport students including age of vehicle, mileage, ramp accessories
11. Insurance certificate evidencing insurance limits
12. Signed copies of "Certifications" and "Representations of the Contractor"
13. The location of existing terminals in DuPage County and plans for new locations.

E. AWARD OF CONTRACT

1. Factors to be considered in evaluating proposals will include an analysis of cost, quality of performance, quality of supervision, training procedures and practices and general experience. Strong consideration will be given to reputation and customer service responsiveness. Emphasis will be placed on the Company's sophistication and expertise.
2. Furthermore, this contract will be awarded by first considering the Contractor or Contractors most able to provide safety and comfort for the students, stability of service, and any other factors set forth in the request for proposal regarding quality of service, then price. However, at no time shall a cause of action lie against a school board for awarding a pupil transportation contract unless the cause of action is based on fraudulent conduct
3. Recommendation to award the Contract will be made by NDSEC on the basis of the proposal which, in NDSEC sole and absolute judgment, will best serve the interest of the Districts.
4. EVALUATION OF BID – The following qualifications will be considered by each school district to determine the Contractor’s responsibility:
 - a) Ability to provide safety and comfort for the students.
 - b) Stability of service.
 - c) The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements for any of the school districts or other school district in rendering past services.
 - d) The experience and efficiency of the Contractor.
 - e) The sufficiency of the financial resources and the ability of the Contractor to perform the Contract and provide the services.
 - f) The quality, availability, and adaptability of the equipment, or contractual services, to the particular use required.
 - g) The condition of and/or availability of the equipment to be used by the Contractor.
 - h) The ability of the Contractor to provide maintenance and service in the performance of the Contract.
 - i) The location of the Contractor’s facilities for housing and servicing transportation vehicles.
 - j) The ability of the Contractor to recruit, train, and supervise the personnel necessary to fulfill the Contract.
 - k) The quality of references from previous contracts or services; whether with each school district or another organization.
 - l) The compliance by the Contractor with laws, ordinances, and policies.
 - m) Such other information as may be secured by each school district that bears on the decision to make the award.
 - n) Price

F. CERTIFICATIONS

1. BID-RIGGING AND BID-ROTATION

Pursuant to Section 33E-11 of the Illinois *Criminal Code* (720 ILCS 5/33E-11), the Contractor hereby certifies that the Contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 (Bid Rigging) or 33E-4 (Bid Rotating) of the *Criminal Code*.

2. NON-COLLUSION AFFIDAVIT

The Contractor states 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, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this 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.

3. SEXUAL HARASSMENT CLAUSE

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

4. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The undersigned hereby certifies that the Contractor is in compliance with the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices requirements, and all applicable federal, State, and local laws and regulations relating to equal employment opportunity and nondiscrimination.

5. CRIMINAL BACKGROUND INVESTIGATIONS

Contractor is in compliance with *School Code* Section 10-21.9 (105 ILCS 5/10-21.9) relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, for all employees who will have direct, daily contact with students.

6. ILLINOIS DRUG FREE WORKPLACE ACT

The 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 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.

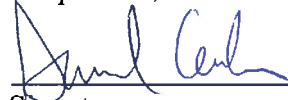
7. NO SMOKING CLAUSE

Contractor agrees that he, his employees and sub-contractors, will abide by a no smoking requirement on all district property.

8. SCHOOL CODE SECTION 10-20.21

Pursuant to Section 10-20.21 of the Illinois *School Code* (105 ILCS 5/10-20.21), the Contractor hereby certifies that the Contractor is not barred from bidding for or entering into a contract under Section 10-20.21, and the Contractor acknowledges that the District may declare the contract void if this certification is false.

By signing and notarizing this document, I state and declare that the Contractor listed below and I are in compliance, and will comply, will all of the Certifications listed herein.



Signature

12/17/2019

Date

Gary Waits, CEO - Student Transportation

Name of Signer and Title

Septran, Inc.

Contractor Name

2601 Navistar Drive, Lisle, IL 60532

Address

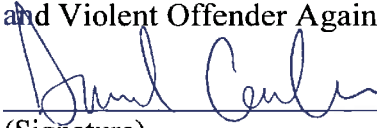
(630) 821-5400

Phone

G. REPRESENTATIONS OF THE CONTRACTOR

The Contractor, with the submission of its bid, represents to the Districts that the following facts and circumstances are true:

1. The Contractor knows the scope of the Contract, has completely reviewed the general and specific conditions and requirements of the Bid Specification, and is aware of all applicable laws and their requirements.
2. The Contractor has the necessary equipment and personnel (including backups), or has documented financial ability and means to acquire the same, sufficient to adequately and properly perform the Contract in accordance with the Bid Specifications and applicable laws.
3. The Contractor acknowledges that the Districts cannot determine in advance the exact number and location of students to be transported pursuant to this Contract since school enrollment and placements fluctuate from year to year.
4. The Contractor acknowledges that this bid was based upon an estimate of the number of students and their location and that the actual list of no less than ninety percent (90%) of the students to be transported will be provided by the Districts no later than the first week in July.
5. The Contractor has been a prime carrier of students for various Boards of Education.
6. The remaining representations set forth in the Contractor's resume submitted with the Contractor's bid are incorporated herein as though set forth in full.
7. The Contractor has provided current audited financial statements.
8. The Contractor represents and covenants that no official, employee or agent of the Districts (1) has been employed or retained to solicit or aid in the procuring of this Contract; or (2) will be employed or otherwise benefit from this Contractor.
9. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to The School Code, an Illinois fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database.



(Signature)

12/17/2019

(Date)

Septran, Inc.

(Firm)

Reliance of the Districts

These Districts will rely upon the Contractor's representations, resume and financial condition letter submitted with and after the bid in entering into this Contract with Contractor.

ATTACHMENT #1 BID REPLY FORM

Please use the excel worksheet to fill in your pricing. The yellow highlighted cells on the worksheet are required to be filled in.

The bid reply form has an estimate of the number of routes for each vehicle type. These estimates, though based upon an analysis of existing students, cannot be relied upon as a precise numbers of billable units during the term of the contract. Actual service needs change each year.

# of Routes by Vehicle Type											Totals				
Type A Mini-Buses						9 passenger or less					2020-21 Daily Billing Total	# of Days per year	Total Cost per Year		
# of Rtes for Buses	Rate per Rte/day for Buses	Buses Daily Billing Total	# of Rtes for Lift Buses	Rate per Rte/day for Lift Buses	Lift Buses Daily Billing Total	# of Rtes for Suburbans	Rate per Rte/day for Suburbans	Suburbans Daily Billing Total	# of Rtes for MPV's	Rate per Rte/day for MPV				MPV Daily Billing Total	
Routes - Regular School Year															
AM One Way Routes															
Single Route /day	6	\$129.48	\$ 776.90	9	\$162.53	\$ 1,462.75	0	\$127.93	\$ -	19	\$128.40	\$ 2,439.60	\$ 4,679.26	176	\$ 823,548.95
Double Route /day	3	\$135.87	\$ 407.61	1	\$168.92	\$ 168.92	0	\$134.31	\$ -	1	\$134.79	\$ 134.79	\$ 711.31	176	\$ 125,191.21
Triple Route /day	0	\$142.26	\$ -	0	\$175.30	\$ -	0	\$140.70	\$ -	0	\$141.17	\$ -	\$ -	176	\$ -
PM One Way Routes															
Single Route /day	6	\$129.48	\$ 776.90	9	\$162.53	\$ 1,462.75	1	\$127.93	\$ 127.93	16	\$128.40	\$ 2,054.40	\$ 4,421.98	176	\$ 778,268.82
Double Route /day	3	\$135.87	\$ 407.61	2	\$168.92	\$ 337.83	0	\$134.31	\$ -	1	\$134.79	\$ 134.79	\$ 880.23	176	\$ 154,920.30
Triple Route /day	0	\$142.26	\$ -	0	\$175.30	\$ -	0	\$140.70	\$ -	0	\$141.17	\$ -	\$ -	176	\$ -
Mid Day One Way Routes															
Single Route /day	1	\$95.23	\$ 95.23	6	\$95.23	\$ 571.38	0	\$95.23	\$ -	3	\$95.23	\$ 285.69	\$ 952.30	176	\$ 167,604.80
Double Route /day	0	\$108.00	\$ -	0	\$108.00	\$ -	0	\$108.00	\$ -	0	\$108.00	\$ -	\$ -	176	\$ -
Triple Route /day	0	\$120.78	\$ -	0	\$120.78	\$ -	0	\$120.78	\$ -	0	\$120.78	\$ -	\$ -	176	\$ -
Total Route Cost Regular School Year												\$	2,049,534.08		
Routes - Summer School															
AM One Way Routes															
Single Route /day	4	\$129.48	\$ 517.93	7	\$162.53	\$ 1,137.70	1	\$127.93	\$ 127.93	5	\$128.40	\$ 642.00	\$ 2,425.56	16	\$ 38,808.93
Double Route /day	0	\$135.87	\$ -	0	\$168.92	\$ -	0	\$134.31	\$ -	0	\$134.79	\$ -	\$ -	16	\$ -
Triple Route /day	0	\$142.26	\$ -	0	\$175.30	\$ -	0	\$140.70	\$ -	0	\$141.17	\$ -	\$ -	16	\$ -
PM One Way Routes															
Single Route /day	4	\$129.48	\$ 517.93	8	\$162.53	\$ 1,300.23	0	\$127.93	\$ -	5	\$128.40	\$ 642.00	\$ 2,460.16	16	\$ 39,362.56
Double Route /day	0	\$135.87	\$ -	0	\$168.92	\$ -	0	\$134.31	\$ -	0	\$134.79	\$ -	\$ -	16	\$ -
Triple Route /day	0	\$142.26	\$ -	0	\$175.30	\$ -	0	\$140.70	\$ -	0	\$141.17	\$ -	\$ -	16	\$ -
Mid Day One Way Routes															
Single Route /day	1	\$95.23	\$ 95.23	2	\$95.23	\$ 190.46	1	\$95.23	\$ 95.23	0	\$95.23	\$ -	\$ 380.92	16	\$ 6,094.72
Double Route /day	0	\$108.00	\$ -	0	\$108.00	\$ -	0	\$108.00	\$ -	0	\$108.00	\$ -	\$ -	16	\$ -
Triple Route /day	0	\$120.78	\$ -	0	\$120.78	\$ -	0	\$120.78	\$ -	0	\$120.78	\$ -	\$ -	16	\$ -
Total Route Cost Summer School												\$	84,266.21		

Monitors					Totals	
Monitors Regular School Year (Including monitors on lift routes)						
Monitors per Shift	Monitor Hours/Day	Billing Rate Per Monitor Hour (One Hour Minimum)	Monitors Daily Billing Total		# of Days per year	Total Cost per Year
Bus Monitors						
AM Monitors	12	\$ 25.44	\$ 610.56		176	\$ 107,458.56
Mid Day Monitors	3	\$ 24.11	\$ 144.66		176	\$ 25,460.16
PM Monitors	13	\$ 25.44	\$ 661.44		176	\$ 116,413.44
Total Monitor Cost					\$	249,332.16
Field Trips						
Field Trips per Year	Field Trip Hours/Day	Billing Rate Per Field Trip Hour (One Hour Minimum)	Field Trip Total			Total Cost per Year
Field Trips	25	\$ 40.84	\$ 2,042.00			\$ 2,042.00
Total Field Trip Cost					\$	2,042.00

2020-21 Grand Total \$ 2,385,174.45

TRANSPORATION SERVICES CONTRACT

THIS CONTRACT is entered into this ___ day of _____, 2020, by and between the Board of Education of Wood Dale School District #7, DuPage County, Illinois ("District"), and Septran, Inc. ("Contractor") (collectively referred hereto as "the parties").

WITNESSETH

WHEREAS, District has requested public bids for the provision of student transportation services ("Services")

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

WHEREAS, District has awarded this Contract to Contractor to provide transportation services in accordance with the bid specifications package.

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

1. **Duration of Contract.** The Contract shall be effective August 1, 2020 and shall continue in force and effect, until July 31, 2023, and for the period thereafter as may be extended by the mutual consent of the parties.
2. **Contract Documents.** The documents comprising the entirety of this Contract are the bid specifications as issued by District, the bid sheet(s) submitted by Contractor, and this Contract.
3. **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.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the bid specifications in the amounts listed in the bid sheet submitted by Contractor.
5. **Complete Understanding.** This Contract 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.
6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
7. **Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless NDSEC, each participating District, their respective Boards, and each Board's members, officers, employees, volunteers, and agents (collectively, "Indemnitees") against and from any and all suits, actions, claims, demands, damages, liabilities, losses, costs, expenses, and attorney's fees (collectively, "Loss") in any manner caused by, arising from, or incident to the

transportation services provided by the Contractor, the performance of the contract, or any other acts or omissions of the Contractor or its officers, employees, or agents, except to the extent said Loss is caused by the Indemnitees. Further, Contractor expressly understands and agrees that any Performance Bond or insurance protection required by the contract, or otherwise provided by Contractor, shall in no way limit Contractor's responsibility to indemnify, defend, and hold harmless the Indemnitees as herein provided.

8. **Force Majeure.** In the event Contractor is unable to provide the transportation services as specified in this Contract because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, governmental action or any other condition of cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract.
9. **Independent Contractors.** The Contractor and the District acknowledge and agree that they are contractors independent of one another, and that this Contract does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship. The Contractor acknowledges that employees of the Contractor shall not in any case be considered or regarded as employees or agents of the District.
10. **Default or Breach by Contractor.** Upon a default or breach by the Contractor, the Contractor (and its surety, if applicable) shall be responsible for all costs and expenses incurred by the District as a result of such default or breach, including, but not limited to, attorneys' fees.
11. **EEO and Nondiscrimination.** The Contractor shall comply with all laws and regulations pertaining to Equal Opportunity and Fair Employment Practices including the Illinois *Human Rights Act*. The Contractor shall not discriminate against any worker, employee, applicant, or member of the public because of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, or any other characteristic protected by law. Contractor further agrees that this provision will be incorporated by Contractor in all contracts entered into with suppliers, subcontractors, or laborers in connection with this Contract.
12. **Construction.** The language of all parts of this Contract shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

Contractor:



Contractor Gary L. Waits Jr.

President

Title

3/3/2020

Date

Board of Education:

Board President

Board Secretary

Date

ATTACHMENT #3 CURRENT BASE CONTRACT & CURRENT RATE SHEET

ATTACHMENT #4 JULY & OCTOBER 2019 STUDENT DETAIL

Student information is included for the purpose of allowing the Contractor to develop pricing for the bid. Information regarding school names, addresses, times, and session dates is included in this document. Route pricing is included in this document, pricing for lift buses and monitors is not included in this document. This is confidential information and requires that the Contractor use the utmost care to ensure that it is accessible only to those that require access to complete this bid.