

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.



INVITATION TO BID

STUDENT TRANSPORTATION SERVICES

All bids must be submitted in person no later than:

A public bid opening will be held at the Glenbard
Township High School District 87 –
Facilities Building (McClain Center)
671 Crescent Blvd., Glen Ellyn, IL 60137
Tuesday, November 21, 2023 at 1:00 P.M., CST

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

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REQUEST FOR BID

**TRANSPORTATION SERVICES FOR REGULAR EDUCATION FOR
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87, QUEEN BEE SCHOOL
DISTRICT 16, GLEN ELLYN SCHOOL DISTRICT 41, AND MARQUARDT
SCHOOL DISTRICT 15, DUPAGE COUNTY, ILLINOIS**

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**REQUEST FOR BID
TRANSPORTATION SERVICES**

INSTRUCTIONS

The Boards of Education of Glenbard Township High School District 87, Queen Bee School District 16, Glen Ellyn School District 41, and Marquardt School District 15, DuPage County, Illinois (hereinafter referred to as the “Boards of Education”, the “Boards” or the “school districts”), will receive bids for transportation services for regular education students (including field trips and athletics) for each school district. Each Board intends to award a separate contract to a contractor for the price bid for that individual school district.

Thus, after award is made, the successful contractor may have a separate contract with each school district and school districts may award contracts to separate contractors. There will be no joint and/or severable liability among the school districts for the actions of another school district. All bids must be submitted no later than Tuesday, November 21, 2023 at 1:00 p.m. (CST) at which time they will be opened and read aloud at the Glenbard Township High School District 87 Facility Center (McClain Center), 671 Crescent Boulevard, Glen Ellyn, Illinois. Bidders interested in attending the bid opening should arrive prior to 1:00 p.m. on Tuesday, November 21, 2023 at the District 87 Facility Center (McClain Center) at 671 Crescent Boulevard, Glen Ellyn, Illinois.

Bids are to be addressed to:

District 87 Facilities and Transportation Manager
District 87 Facility Center (McClain Center)
671 Crescent Boulevard
Glen Ellyn, Illinois 60137

If you have questions regarding this Bid please call Marta McCullough, District 87 Facilities and Transportation Manager at (630) 942-7776 or via email at marta_mccullough@glenbard.org.

The Bid is to be enclosed in a sealed opaque envelope clearly marked, “Original Sealed Bid for Transportation Services for Regular Education Glenbard Township High School District 87, Queen Bee School District 16, Glen Ellyn School District 41 and Marquardt School District 15 DuPage County, Illinois”

All contractors submitting bids are required to attend a mandatory bidder’s conference on Tuesday, November 7, 2023 at 1:00 p.m. at the Glenbard Township High School District’s Facility Center (McClain Center) located at 671 Crescent Boulevard, Glen Ellyn, Illinois 60137. The purpose of the conference will be to answer any questions regarding these specifications. Bidders that are

Bid Specifications and Conditions

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not present at this conference will not be permitted to submit a bid.

The structures of the bids that the school districts will consider are described in detail under the Structure and Award of Bid section of this bid document.

Each board of education reserves the right to reject any or all bids received for its portion of the bid whenever such rejection is in the interest of a school district and reserves the right to waive any irregularities. Each board of education also reserves the right to reject the bid of a bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the Contract.

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GENERAL CONDITIONS

1. Bidding Documents. Bidding documents may be obtained from:

Glenbard Township High School District 87
Glenbard Township High School District 87 Facility Center (McClain Center)
671 Crescent Boulevard
Glen Ellyn, Illinois 60137

The “Bidding Documents” consist of the following:

- a. Instructions
- b. General Conditions
- c. Qualifications for Bidders
- d. Bid Specifications
- e. Personnel Requirements
- f. Safety and Discipline
- g. Service Requirements and Conditions
- h. Routes and Schedules
- i. Structure and Award of Bid
- j. Penalties
- k. Exhibits A-O

2. Submission and Required Submittals.

Each bidder (hereinafter the “Bidder” or the “Contractor”) must submit its bid on the forms provided with these specifications. Bids shall be in a sealed opaque envelope properly marked with the title of the bid “Original Sealed Bid for Transportation Services for Regular Education Glenbard Township High School District 87, Queen Bee School District 16, Glen Ellyn School District 41 and Marquardt School District 15 DuPage County, Illinois”, date and time of opening, and delivered to the Glenbard Township High School District 87 Facility Center (McClain Center), 671 Crescent Boulevard, Glen Ellyn, Illinois on or before Tuesday, November 21, 2023 at 1:00 p.m. (CST). Bids must contain the following:

- a. Signed bid documents, exhibits, and certificates.
- b. A certified check or bid bond equal to ten percent (10%) of the value of the bid for the first year from a surety company with at least an “A” rating in Best’s Key Rating Guide.
- c. Written evidence that (i) the Bidder has a minimum of five (5) years experience operating buses and transporting public school children enrolled in grades K through 12 and (ii) its transportation manager has a minimum of five (5) years experience in pupil transportation management in the State of Illinois.
- d. Sufficient written evidence that the Bidder has buses equipped for the

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- convenience, safety and comfort of the students.
 - e. Written evidence that the Bidder has employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet each school district's requirements.
 - f. Written evidence establishing the financial stability of the Bidder, which shall include three (3) copies of the most current audits and management letters as well as a letter from a bank or banks stating the financial condition of the Bidder.
 - g. The safety record of the Bidder, including a report describing the Bidder's safety program and safety experience.
 - h. Three references from Illinois school districts.
 - i. Age of buses to be utilized for the transportation services.
 - j. Ability to provide cameras on buses.
 - k. Insurance certificates in accordance with the requirements provided herein.
 - l. Written evidence that the Bidder will be able to obtain the performance bond required herein.
 - m. Location of a facility from which the Bidder will operate. Facility must be located within 15 miles from Glenbard Township High School District 87's administrative offices located at 596 Crescent Blvd., Glen Ellyn, Illinois, 60137. Note: Bidder must have such facility established by July 15, 2024. Bidder shall provide deed, lease, and/or other documents to validate ownership or tenancy status.
 - n. Statement of ownership acknowledging that Bidder owns or leases all of its buses.
 - o. Description of Bus Maintenance Program.
 - p. Additional Driver Policy and Procedures.
 - q. A written summary that details the Bidder's route scheduling competencies and proficiencies of the Bidder as well as a timeline of how the Bidder expects to be ready for the first day of school.
 - r. Other items listed under Qualifications for Bidders
3. Mandatory Pre-Bid Meeting.
All bidders submitting bids are required to attend a mandatory bidder's conference on Tuesday, November 7, 2023 at 1:00 p.m. at the Glenbard Township High School District's Facility Center (McClain Center) located at 671 Crescent Boulevard, Glen Ellyn, Illinois 60137. The purpose of the conference will be to answer any questions regarding these specifications. Bidders that are not present at this conference shall not be considered for award of the Contract.
4. Signing Bids.
Persons legally qualified to sign such documents must sign all bids. If they are signed by any person other than the President of the Contractor, or by an agent, or by an attorney-in-fact, the authority of the person who signs the

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proposal is required. Bids, which are signed for a partnership, shall be signed by one of the partners, or by an attorney-in-fact.

5. Late Bids.

No bid received after the date and time specified will be considered. The Bidder assumes the risk of delay in the handling or delivery of mail.

6. Preparation of Bids.

All bids shall be completed with each space properly completed. The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and Bidders will be held strictly to the bids as submitted. All bidders will be bound by any and all math calculations, misquotes, or mistakes of any kind and to all terms contained in these bid specifications. Bids shall be without interlineations, or erasures. No oral, telephonic, facsimile or electronic bid or revision to a bid will be considered. Should the bidder find any discrepancies in or omissions from any of the documents, or be in doubt as to their meanings, the Bidder shall advise the Glenbard Township High School District 87 representative listed above who will issue the necessary clarification to all prospective bidders by means of written addenda. Oral explanations will not be binding. All bids submitted shall be valid for a minimum period of 90 days after the bid opening.

7. No Modifications.

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

8. Bidder Fully Informed.

The submission of a bid by a Bidder will be construed as an indication that the Bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in accordance with the specifications.

9. No Gratuity to School District Employees.

No employee of any of the school districts is to be extended any form of gratuity in connection with the Contract.

10. School District Ability to Investigate.

Each school district will make such investigation as necessary to determine the ability of the Bidder to fulfill bid requirements. Representatives from each

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school district reserve the right to inspect the company's facilities and other transportation operations under its management prior to any award of the Contract at the expense of the Bidder.

11. Transfer or Assignment of Contract Funds.

The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Board having first been obtained. The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due the Contractor, shall cause the annulment of said transfer or assignment.

12. Independent Contractor.

The Contract is for furnishing regular education student transportation services. In performing the Contract, the Contractor is an independent contractor and is not an officer, member, agent or employee of any school district.

13. Compliance with all Laws.

The Contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Contractor shall comply with all applicable laws, regulations, rules and policies promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body, including each school district, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Section, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product and Safety Act, the Illinois School Code and the Illinois Motor Vehicle Code. Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor.

School buses and personnel must be in compliance with all Federal and State laws, rules, regulations, and statutes applicable to the performance of student transportation services, including, but not limited to, the Illinois School Code and the Illinois Vehicle Code, and all policies, rules and regulations of each school district, the State Board of Education, the Illinois Department of Transportation and, the State of Illinois Standards for School Buses, the DuPage County Regional Superintendent's office and the local municipalities in which the buses will be operated.

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Additionally, 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, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. The Contractor further agrees that this Section will be incorporated by the Contractor in all contracts entered into with suppliers of materials and services, subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

Further, by submitting a bid, the Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A (4), and, in case the Contractor has 25 or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3.

As an independent contractor, records in the possession of the Contractor related to the Contract may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide a school district with any such records requested by the school district in order to timely respond to any FOIA request received by the school district. The school district will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Contractor refuses to provide a record that is the subject of a FOIA request to the school district and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the school district in any way, the Contractor shall reimburse the school district for all costs, including attorneys' fees, incurred by the school district related to the FOIA request and records at issue.

Contractor shall comply with all laws pertaining to student records and student confidentiality, including the Illinois School Student Records Act and the Federal Family Educational Rights and Privacy Act. All personally identifiable information and data relating to the school district's students shall at all times be treated as confidential by Contractor and will not be copied, used or disclosed by Contractor for any purpose. Contractor shall, as soon as possible, make the school district aware of any data breaches and assist the school district with necessary notifications and reimburse the school district for any costs incurred by the school district. Upon the expiration or

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termination of this Agreement, Contractor agrees to promptly return to the school district any and all school student records and personally identifiable information in Contractor's possession.

By submitting a bid, the Contractor certifies that it is not ineligible for award of the Contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of the Contract. Failure of the Contractor to be in compliance with this Section shall be cause for each school district to terminate the Contract.

14. Record Keeping.

The Contractor shall keep complete and accurate records of the mileage for which the Contractor charges each school district and of the reports which the Contractor prepares for each school district pursuant to the Contract. The Contractor shall maintain such records as each school district may need to verify mileage, including records indicating the number of runs for vehicles used for purposes other than the Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. The Contractor shall provide access to such records upon a request by any school district. In addition, the Contractor shall provide monthly to each school District detailed invoices including information on fuel surcharge amounts.

Each school district shall have the right to audit the mileage records and examine the reporting records in a manner which does not unreasonably interfere with the conduct of the Contractor's business. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days of notice of the excess to the Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, the Contractor shall pay to each school district all reasonable costs connected with the audit; including, but not limited to, wages of its staff and accountants' fees and attorneys' fees. The Contractor shall fully cooperate with all personnel authorized by each school district to conduct any audit.

The Contractor shall retain such records for a period of three (3) years plus the current year, from the date of receipt of final payment under the Contract, for inspection and audit by representatives of each school district. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period and as long as required for the resolution of the issues raised by the audit.

15. Payments.

Payments are approved by each Board of Education at their respective Board meetings each month provided that the said service has been properly

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provided and accepted by such Board of Education.

Each school district shall be responsible for payment to the Contractor for only those regular and activity routes which are actually operated, with the timely submission of invoices.

In accordance with Board of Education approval, monthly invoices will be paid based on an audit of students traveling and actual services provided for the prior month and in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1). Format of the detailed billing statement will need to be agreed to by each school district.

All parking fees and tolls on activity runs shall be reimbursed by each school district.

16. Tax Exemption.

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

17. Insurance and Indemnification.

a. Insurance Coverage.

The Contractor shall carry, pay for, and keep in force, with insurance companies rated A by AM Best the coverages provided below. Such insurance shall name each school district as an additional insured on a primary and noncontributory basis and, in addition, such coverage shall insure members of the Board of Education, each school district's officers, employees and agents in all of their official capacities, and other persons, firms or corporations as each school district from time to time may direct for claims arising out of performance of the Contract. Contractual liability shall be provided under the Comprehensive General Liability policy to include the indemnification provisions under Section 17.b of the General Conditions below. A certificate of insurance shall be provided to each school district evidencing the coverage below and must include a requirement of a thirty-day cancellation notice. In such case of termination of insurance coverages, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten days prior to the termination of the original policy. A waiver of subrogation must be included in favor of each school district. Also, an alternate employer endorsement naming each school district must be included.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

(i) Workers' Compensation

Coverage A: Statutory Limit

Coverage B: \$1,000,000

(ii) General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products - Comp/Op Agg

\$1,000,000 Personal & Adv Injury for any one person injured in any one accident

\$5,000,000 Personal & Adv Injury for any two or more people injured by reason of the vehicle in any one accident

\$1,000,000 Each Occurrence

\$10,000 Medical Payments (any one person)

\$1,000,000 Sexual Misconduct

(iii) Automobile Liability

\$1,000,000 Limit of liability, including owned, non-owned & hired auto

\$10,000 Medical payments per person

\$1,000,000 Uninsured Motorists

\$1,000,000 Underinsured Motorists

(iv) Cyber liability/identity theft

\$2,000,000 per claim

\$2,000,000 general aggregate

(v) Umbrella Liability \$20,000,000

Follow from excess of all primary coverage.

b. Indemnification.

The Contractor shall indemnify, defend and hold harmless each school district and its board members, officers, employees, and agents, free from any claims, suits, actions, losses or expenses (including attorneys' fees) which may arise from any accident, injury or death to any person or persons, or damage to any personal property in the course of any performance of the Contract or any misconduct by the Contractor or its officers, employees or agents.

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

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

Appointment of counsel under the Contractor's duty to defend shall be subject to the relevant school district's approval.

18. Bid Security.

The Bidder shall provide a certified check or a bid bond equal to ten percent (10%) of the value of the bid for the first year from a surety company with at least an "A" rating in Best's Key Rating Guide. For example, if the total bid for all school districts combined in the first year is for \$5,000,000, a Bidder should provide a bid security in the amount of \$500,000. If the Contractor refuses to enter into a contract with each school district or fails to furnish the required performance bond hereunder, the amount of the certified check or bid bond will be forfeited as liquidated damages and not as a penalty.

Certified checks or bid bonds will be returned to unsuccessful bidders within three (3) days following the bid award decision.

19. Performance Bond.

A Bid Bond by a surety rated "A10" or better in the current edition of A.M. Best's Key Rating Guide of at least ten percent (10%) of the first year contract price shall be provided with this bid.

Within ten (10) days of the date of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond in the full estimated amount of the first year of the contract per the bid documents. Upon receipt of the Performance Bond, the Bid Bond will be returned to the contractor.

- a. On or before August 1 of each succeeding school year during the term of this contract, the Contractor shall furnish the District an annual Contractor's Performance Bond in the amount of one hundred percent (100%) of the previous school year's charges.
- b. The Performance Bonds shall be written with a company rated "A10" or better in the current edition of Best's Key Rating Guide.
- c. The Performance Bonds shall be conditioned upon the faithful performance by the Contractor of the terms and provisions of this bid and the contract entered into with the District.
- d. The contractor shall pay the cost of premiums for said bonds.
- e. The bonds shall be signed and sealed by an authorized representative of

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the Contractor, and a certificate of authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond shall guarantee the performance of the duties placed on the Contractor under the Contract and its compliance with any applicable laws, and shall indemnify each school district and its Board members, officers, employees and agents (the "Indemnitees"), from any liability or loss to the Indemnitees from any failure of the Contractor to fully perform each or all of said duties.

20. Contractor Fiscal Responsibility.

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

21. Termination of Contract by Reason of Default.

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

In such notice, the school district shall state in what respect the Contractor has failed to comply with the terms of the Contract, and shall further state a date upon which the Contract will terminate, unless the Contractor, prior to such date, cures the defect to the satisfaction of the school district.

If prior to the date of termination stated in said notice, the school district notifies the Contractor that the defect has been cured, the Contract will not terminate on the date stated in the notice but will have been deemed to

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have remained in effect as of the date that such notice was given. In the event that the school district does not so notify the Contractor that the defect has been cured, the school district shall terminate the Contract without further action on the date of termination stated in the notice.

- c. The date of termination stated in the notice of intent to declare the Contractor in default, as provided in "b" above, may not be sooner than thirty (30) calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by the Contract or failure to comply with any and all applicable laws, including, but not limited to the continuing maintenance of insurance coverage, maintenance of current drivers' licenses for each bus driver, and compliance with vehicle safety regulations, in which event the date of termination may be five (5) calendar days following the date of such notice.
- d. If the Board of a school district terminates the Contract in whole or in part as provided in this Section, the Board may procure, upon such terms and in such a manner as the Board may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the Board for any excess costs for such similar supplies for services; provided, that the Contractor shall continue the performance of the Contract to the extent not terminated.
- e. The termination of a contract by one school district shall not impact the agreed upon bid price or effect in any way the Contracts between the Contractor and the other contracting school districts.

22. Termination of Contract without Cause.

Each school district may at any time after providing 120 days written notice to the Contractor terminate its Contract without cause. The termination of a Contract by one school district shall not impact the agreed upon bid price or effect in any way the Contracts between the Contractor and the other contracting school districts.

23. Contractor Representations.

The Contractor has represented with the submission of its Bid and hereby represents to each school district that the following facts and circumstances are true:

- a. The Contractor knows the scope of the Contract, has completely reviewed the general and specific conditions and requirements of these Bid Documents, and is aware of all applicable laws and their requirements.
- b. The Contractor has the necessary equipment and personnel (including

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backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the Contract in accordance with the Bid Documents and applicable laws.

- c. The Contractor acknowledges that each school district cannot determine in advance the exact number and location of students to be transported pursuant to the Contract since school enrollment and placements fluctuate from year to year.
- d. The Contractor has been a prime carrier of students for various school districts of comparable size.
- e. The remaining representations set forth in the Contractor's resume submitted with the Contractor's Bids are incorporated herein as though set forth in full.
- f. The Contractor has provided letters from its banks attesting to the Contractor's financial condition.
- g. The Contractor represents and covenants that no official, employee or agent of any school district subject to these Bidding Documents (i) have been employed or retained to solicit or aid in the procuring of the Contract; and (ii) will be employed or otherwise benefit from the Contract without the immediate divulgence of such fact to each school district.
- h. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to the Illinois School Code, a criminal background and investigation check. Such background checks will be provided to the school districts upon request, as well as a copy of driver's licenses. No driver previously convicted of an offense of Driving While Under the Influence shall be assigned to the without prior District written approval.

24. School District Reliance.

Each school district has relied upon the Contractor's representations, resume and financial condition letter submitted with the bid. Each school district recognizes that the Bidder is an expert in the manner in which the work under the Contract is to be performed and expects Bidder to perform all work in accordance with the standards required by such expertise.

25. Miscellaneous.

- a. The successful Bidder shall enter into a separate contract with each school district, which contract shall be in substantially the form of the agreement included with these Bid Documents as Exhibit M, which contract will incorporate the terms of these bid specifications and

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conditions.

- b. Payments on any invoice shall not prevent a school district from making claim for adjustment on any item found not to have been in accordance with the provisions of the Contract.
- c. The validity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
- d. Any notices sent pursuant to the Contract shall be by certified mail, return receipt requested, addressed as follows (such notice shall also be deemed served on the date of receipt):

Glenbard Township High School District 87
671 Crescent Boulevard
Glen Ellyn, Illinois 60137
Attn: Facilities and Transportation Manager

Queen Bee School District 16
1560 Bloomingdale Road
Glendale Heights, IL 60139
Attn: Business Manager

Glen Ellyn School District 41
793 North Main Street
Glen Ellyn, Illinois 60137
Attn: Assistant Superintendent for Finance, Facilities & Operations

Marquardt School District 15
1860 Glen Ellyn Road
Glendale Heights, IL 60139
Attn: Business Manager

Address of Successful Contractor

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

QUALIFICATIONS FOR BIDDERS

Bidders must have a minimum of five (5) years experience providing student transportation services in grades K through 12. The transportation manager of the Contractor must have a minimum of five (5) years experience in pupil transportation management in Illinois.

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

1. Name and address of the operating company.
2. Name of supervisory management that will be directly responsible for each school district's transportation services.

Address, phone number and specific responsibility for supervisory management. Include detailed resumes, with experience, educational background, and references for each.

Each school district reserves the right to interview and have final approval of the transportation manager assigned to each school district.

The transportation manager is an employee of the Contractor and under no circumstances is to be considered an employee of any of the school districts. Contractor shall provide timely notice to each school district when a member of the Contractor's management team that deals with a school district is no longer employed by the Contractor or no longer assigned to a school district's account.

3. Duration and extent of experience in the operation of educational transportation services.
4. A list of similar operations and locations where the Bidder is operating in other school districts. Give length of time, name, address and telephone number of contact person for each operation.
5. A list of all contracts lost in the last five years, along with a brief explanation of why the contract was lost.
6. A list of names of all the owners of the company or principals of the corporation.
7. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract. Staff should include a

Bid Specifications and Conditions

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dispatcher, a liaison and a backup for each of those positions that are dedicated to each school district. These employees shall be issued cellular telephones with text messaging capabilities and their contact information shall be provided to each school district they serve.

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BID SPECIFICATIONS

1. Number of Attendance Days.

Calendars of school district programs will vary from program to program. Each school district projects a minimum of 170-176 days based on the program unless there is an emergency closing of schools due to weather, absence of utilities, etc. See Exhibit C for school hours.

2. Term.

The term of the Contract will be for three (3) years (provided that Bidders may provide prices for four-year and five contracts if it will reduce prices, in which case the school districts may, in their discretion award a four or five-year contract), beginning on the first day of the 2024-2025 school year and ending on the last day of the summer school term of the last contract year. Each school district and the Contractor will establish a transition schedule by May 30, 2024. The parties reserve the right to mutually extend the Contract for the maximum term permitted by law; provided that the base rates for extensions shall not exceed the lesser of an amount equal to (a) a 5% increase from the rates of the previous school year, or (b) the year to year percentage change for the consumer price index of the U. S. city average, for all urban consumers that occurred in the second preceding calendar year before the contract year being negotiated. Both parties shall agree to commence the discussion of an extension to the contract by September 30th of the final year of the contract. Mutual agreement on the extension must be reached by November 30 of the final year of the initial contract.

Following the 2024-25 school year, for any additional year beyond the initial contract, pricing/costs for each following year are subject to review. For each additional school year of the contract, base rates for the subsequent school year shall not exceed 5% or the CPI used under the Illinois Property Tax Extension Limitation Law, whichever is less. In the event this increase is not established by agreement by November 30, the rates in effect for the preceding school year shall remain in effect.

3. Vehicles/Buses.

a. Furnishing of Equipment and Personnel.

The Contractor shall furnish equipment and personnel sufficient to fulfill student transportation requirements of each school district as may be designated under the Contract by each school district's respective Transportation Director and/or Supervisor. A description of the various schools and transportation needs of each School District is also referenced.

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b. Number, Type and Size of Vehicles.

The Contractor will provide the required number, type and size of vehicles to fulfill its obligations under the contract.

c. Condition of Buses.

All vehicles operated by the Contractor shall be kept clean and free from all mechanical, operational and structural defects, and under no circumstance shall a vehicle with a reported mechanical or operational defect be used with children aboard.

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

No vehicle more than ten (10) years old shall be operated and the average age of Contractor's fleet shall not exceed eight (8) years, unless specifically approved in writing by the respective school district Transportation Director and/or Supervisor. This includes replacements for contract vehicles that may be out of service due to mechanical failure or accident damage.

In addition, each school district also requires that the following specifications are met:

- (i) All front and rear tires must have tread of at least 5/32 and no recaps are allowed.
- (ii) The water, oil, tire pressure, tire conditions, and lights will be checked at least weekly by a transportation garage employee and a log will be kept.
- (iii) The brake adjustments and fluid, as well as the clutch adjustments, will be checked at least weekly by a transportation garage employee and a log will be kept.
- (iv) Each bus shall be cleaned and left in broom swept condition each day.
- (v) Each school district may require the Contractor to disinfect bus interiors to decrease the potential of infectious diseases.
- (vi) Each bus exterior shall be washed at least once a week, weather permitting.

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

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No school district will be responsible for financing, holding title to, or licensing any vehicles.

d. Inspection.

- (i) The Contractor shall insure that all vehicles used in the completion of the Contract will comply with all regulations concerning inspections. Per Illinois law, the Contractor shall have each vehicle inspected every six (6) months or 10,000 miles, whichever comes first, at a State Certified Inspection Station. The cost of said inspection shall be paid by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required, upon request, that a copy of the inspection, as provided by the firm approved by the State of Illinois, will be provided to each school district certifying that the vehicle is safe for use. Buses not passing inspections shall not be used until conditions have been corrected. Safety stickers must be displayed.
- (ii) Each school district reserves the right to inspect the fleet and/or equipment and has the authority to require the Contractor to make repairs, replace parts, or replace vehicles if each school district so desires. No vehicle may be used in the transportation of students without first having completed these required inspections.
- (iii) Each driver shall complete a Daily Pre-Trip Inspection Sheet as required by Illinois law and/or regulations and/or each school district and maintain such records for the review of each school district at least every six (6) months or as more frequently required by Illinois law and/or regulations.

e. Design.

The design of the school bus and the proposed equipment for the school bus shall be subject to approval by each school district's Supervisor of Transportation.

f. Equipment.

- (i) All buses shall be equipped with a two-way radio communication system, operative at all times with a full-time base station. The Contractor will operate and maintain the two-way communication so that clear channels are always available in case emergency communication is required. The two-way radio must be turned on and adjusted in a manner that would alert the school bus driver of an incoming communication request. The Contractor shall provide each school district's Supervisor of Transportation with the means to monitor two-way communications between buses operating the school district's

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routes and dispatch. The driver shall test the two-way radio and ensure that it is functioning properly before operating the bus.

- (ii) All buses are to be equipped with engine block heaters and electrical plug-ins for winter starting.
 - (iii) All buses must be equipped with front and rear cameras and the software to review footage upon request. The Contractor shall be responsible for training staff on the proper usage of the equipment.
 - (iv) All buses must be GPS equipped and enabled. In addition, the Contractor shall provide a mobile device application (app) to allow for district personnel and parents to track the location of the bus route at all times including the option for parental notification when the bus nears their assigned stop.
 - (v) Contractor must have bus routing and scheduling software to propose routing solutions and share route and scheduling data electronically. Versatrans software is preferred, however other comparable software may be acceptable provided it is approved in advance.
 - (vi) If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present each school district with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on-site for use by the Contractor for performance of the Contract at least fourteen (14) days prior to the first date that pupil transportation services are to be provided. Equipment must be ordered within thirty (30) calendar days after each school district's notification to the Contractor of the approval of each school district's award of the Contract.
 - (vii) Upon the request of each school district, the Contractor agrees to demonstrate its equipment to each school district. Maintenance records on all vehicles shall be available at school district's request.
- g. Required Information Related to Buses.
No later than July 1, 2024, and by July 1 of each year thereafter during the term of the Contract, the Contractor shall provide each school district with the following information on all vehicles to be used in the transportation of students:
- (i) Make, model, year and serial number.
 - (ii) State license number, municipal vehicle sticker number and safety

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inspection sticker number.

(iii) Capacity of vehicle.

(iv) Ownership of vehicle.

(v) Vehicle maintenance history and past safety inspections upon request.

The Contractor shall provide the same information on any newly acquired buses, and shall update the information on state license, municipal vehicle, and safety inspection stickers whenever this information changes.

4. Fuel Costs.

The Contractor shall furnish all fuel to be used in its performance of the Contract. Contractor's "Base Fuel Cost" shall be between \$3.50 and \$4.50 per gallon of diesel fuel, inclusive of all applicable taxes and net of any refunds or rebates, which amount shall be incorporated into the Bidder's bid. Each month during the term of the Contract, including any renewals or extensions hereof, Contractor's invoice shall include an adjustment for increases or decreases in net fuel costs actually incurred by the Contractor that are more than \$4.50 or less than \$3.50 based on the costs of fuel for that month as determined by the Bureau of Labor Statistics, Producer Price Index, Commercial User, for the price of one (1) gallon of diesel gasoline. Contractor shall use the average of the most recent four (4) weeks to determine the per gallon cost of fuel. On the 15th of every month, Contractor shall notify each school district of any increase/decrease to the base mileage rate which will be applied to the next month's billing.

5. Facility and Dispatching Operations.

a. Office Space and Maintenance Facilities.

The Contractor shall provide bus repair and maintenance facilities for each school district's current bus fleet and any replacement buses. The Contractor shall purchase, furnish, and supply all lubricants, replacement parts, greasing, cleaning, washing, and such repairs as necessary to keep the buses in a good and safe operating condition at all times. The fully operational facility shall (at a minimum) be paved, fenced, lighted, have facilities for employees and staff as well as have fuel tanks with sufficient storage capacity. The Contractor will have a fully operational building and garage as evidenced by having an occupancy permit issued by the appropriate authority. All maintenance and repair costs for the bus repair and maintenance facilities shall be borne solely by the Contractor. Prior to acceptance of winning bid, District representatives reserve the right to visit the site and/or contact developer or landlord (if applicable) to confirm plan for use is acceptable.

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If the Contractor does not have adequate office space and maintenance facilities at the time of award of the Contract, the Contractor shall include with its bid a certified statement from a responsible supplier showing that firm arrangements such as a lease or intent to lease or real estate sale agreement have been made for obtaining the required facilities for use by the Contractor for performance of required services. The statement shall indicate that such facilities will be available to the Contractor in a timely manner and the facility must be operational within one year after the effective date of the last Contract signed. Such facility must be located within 15 miles from Glenbard Township High School District 87's administrative offices located at 596 Crescent Blvd., Glen Ellyn, Illinois, 60137.

The bus fleet must be dispatched from within Glenbard Township High School District 87's boundaries unless written approval is granted otherwise by each school district.

b. Dispatching Operations.

A full-time operations office shall be maintained by the Contractor to answer telephone inquiries during normal operating hours of 5:30 A.M. to 5:30 P.M., and to ensure the efficient operation of the routes. Telephone equipment shall be operable at all times and provide for easy access by each school district. The Contractor shall maintain telephone and text messaging communication with each school district's Supervisor of Transportation and the Contractor must man telephones during the time students are being transported. Cell phone numbers and text messaging addresses must be available to each school district on a 24-hour basis. A dispatcher must be present and available at the Contractor's base of operation until forty-five (45) minutes after the last bus servicing each school district's routes has completed said routes.

The operations office shall be maintained within Glenbard Township High School District 87's boundaries unless written approval is granted otherwise by each school district.

The Contractor shall maintain access to e-mail and text message communications with each school district. Multiple e-mail and text message addresses are to be provided to each school district for transfer of daily information.

6. Extended School Closures.

If a school district has to close schools and move to remote learning for a period of more than one week during the school year, and if the Illinois State Board of Education or State law allows school districts to enter into contract amendments with transportation providers for partial payment on routes not

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run due to school closures and for such payments to be included in state transportation claims, the school districts will negotiate in good faith to reach such a contract amendment with Contractor.

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PERSONNEL REQUIREMENTS

1. General.

The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of each school district as specified herein. Each school district requires a minimum level of management, supervisory, and technical personnel. At a minimum, the Contractor must employ the following full-time personnel to service each school district (these employees may be assigned to one or more of the school districts that are the subject of these terms and conditions):

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

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

The transportation manager and/or the assistant manager, along with at least one additional staff support member must be on duty between 5:30 A.M. and 5:30 P.M.

The Contractor shall comply with all applicable safety standards for school bus drivers, including that each and every driver holds appropriate licensure, such as a school bus driver permit, and that all pre-employment conditions have been met, including successful completion of a criminal background investigation through the Department of State Police and submission of fingerprints to the FBI for criminal history information. The Contractor shall complete all required criminal background checks before any employee or agent is assigned to drive school district students. No driver will be assigned to a school district who would be prohibited from obtaining or keeping the required bus permit or would otherwise prohibit the driver from being employed by a school district due to conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. If the Contractor receives notification of any convictions that would prohibit the driver from keeping the required permit or would otherwise prohibit the driver from working at the school district, the Contractor must report the conduct immediately to the school district and the driver must be

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removed from assignment at the school district. The Contractor shall keep a copy of the driver's criminal history records on file. A copy of the Illinois State Police criminal history records check can be requested by the school district.

Additionally, at least quarterly, the Contractor shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

Contractor certifies that prior to commencement of the work, Contractor will comply with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the school districts, Contractor agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.

Contractor shall provide each school district with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook.

2. Drivers.

- a. The Contractor shall be highly selective in the hiring of drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the school district for which the driver provides services. Each school district reserves the right to require the removal or transfer of any driver, monitor or aide as determined solely by each school district.
- b. While transporting students, buses shall not be operated by any person other than a licensed school bus driver meeting all requirements for drivers as set forth by the Illinois State Board of Education, the Illinois Secretary of State, and the Illinois Vehicle Code.
- c. Each school district expects that there will be consistency in drivers assigned to routes serviced under the Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.
- d. Drivers and other persons coming into contact with students must be able to communicate effectively in English both verbal and written.
- e. Drivers shall not use or operate cell phones or use electronic communication devices while transporting students or while in direct supervision of the students.
- f. Whenever a regular driver is not working because of a planned absence or sick leave of more than two days, to the extent possible, the same

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substitute driver shall be used for the entire absence of the regular driver.

- g. Each driver assigned to duties in the performance of the Contract must be at least twenty-five (25 years of age) and fully licensed as a school bus driver by the State of Illinois. The use of any assistant under the age of twenty-five (25) years requires the written approval of School district representatives.
- h. The Contractor shall maintain a sufficient number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent, equal to at least 10% over the regular scheduled drivers for daily routes.
- i. In the event of the removal or suspension of any driver, the Contractor shall immediately replace the driver without disruption in service and notify the affected school district.
- j. Drivers shall not use indecent language, shall not smoke on the bus or on school district premises, nor permit students to smoke or cause disturbances on the bus.
- k. Drivers and aides shall be neatly attired and wear an identification badge at all times. Behavior and communication shall be appropriate at all times.
- l. All drivers - including substitute drivers - must be thoroughly familiar with the areas and routes the driver covers. Drivers, either regular or substitute, shall have in their possession while driving a route, an up-to-date map of the route and/or driver's directions for the route they are driving, a list of the road hazards along the route, and must clearly display bus numbers in bus windows.
- m. Drivers shall not deviate from the normal route, stops, or time schedule except for reasons beyond their control. Deviations shall be reported to the Transportation Manager on the same day, who shall report the same to the relevant school district. Any recommendations for deviations from the normal route must be approved by the school district prior to implementation.
- n. The Contractor shall notify the relevant school district if any driver is cited for any reckless driving offense whether driving a bus or personal vehicle. The Contractor shall not utilize any driver who has ever been convicted of a DUI, reckless driving, or any criminal offense involving children.
- o. Prior to the start of the school year, the Contractor shall provide each school district with a copy of its drug testing policy for drivers, a listing of

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each school district's assigned bus drivers, including standby drivers, or as requested by a school district. In addition, the Contractor will submit new driver information to each school district prior to the driver start date. The following information for all drivers involved in the Contract under employment of the Contractor will be provided to each school district one week prior to the beginning of each school year. Costs relating to licensing and drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor.

- (i) Name – first, middle, and last.
- (ii) Valid permit number for drivers of school buses.
- (iii) Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers.
- (iv) Health certificates and date issued.
- (v) Copies of drivers licenses.
- (vi) Evidence of freedom from tuberculosis.
- (vii) Proof of age.
- (viii) Proof of drug testing.
- (ix) Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check and compliance with Faith's Law requirements.
- (x) First aid certificate.
- (xi) Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
- (xii) Name of any driver that is ticketed and/or arrested during the term of the Contract.
- (xiii) Updated Motor Vehicle Reports (MVR).
- (xiv) Documentation of training in Blood Borne Pathogen Training.

3. Training.

- a. The Contractor shall make all drivers available for the Contractor paid in-service training a minimum of twice a year, or in accordance with State law. Meetings and agendas shall be jointly planned by the Contractor and each school district. Presentations are intended to include information about the unique needs of each school district's students. One meeting for each school district shall occur before the start of the school year and one meeting for each school district after the first of the year at a mutually agreed upon location. Each school district retains the right to design, participate in or authorize any such program prior to implementation. It is the intent of this training to foster positive student and driver relationships.
- b. Evacuation drills will be scheduled by each school district in conjunction with the Contractor at least once a year or in accordance with State law. Bus drivers, students, and transportation supervisory personnel shall

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participate. The Contractor shall provide the training and staff time to effectively execute these drills. Drills will normally be held on each school district's property during normal school hours. Evacuation time and expenses are to be paid by the Contractor.

- c. All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor as requested by a school district and/or the Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.
- d. The Contractor shall administer a safety program for its drivers. This program shall include, but not be limited to, regularly scheduled safety meetings for the Contractor's personnel. A schedule of these meetings will be provided to each school district.

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SAFETY AND DISCIPLINE

1. Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the safety of the children shall take precedence. It shall be a primary obligation of the Contractor to operate its affairs so that each school district will be assured of this continuous and reliable service. It is the driver's responsibility to ensure a safe environment during the transportation process.
2. It shall be the driver's responsibility for maintaining appropriate discipline. Incidents of inappropriate behaviors should immediately be reported in writing using a Bus Conduct Report to the Dean or Designated Administrator at the respective school of each school district. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonable thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Final authority in matters of discipline shall rest with each school district.

All problems dealing with student safety and discipline that are beyond the driver's immediate ability to solve should be reported to the school district's Supervisor of Transportation and school administrator.

3. The driver shall, as soon as practical but in no case longer than (1) hour after completion of their driving shift advise the school principal or designee of all serious misbehavior on the bus and shall assist the administration in obtaining whatever information is desired with respect to each incident.
4. Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses as outlined by the Illinois School Bus Transportation manual.
5. All vandalism damages to the Contractor's equipment, fleet or facilities will be the responsibility of the Contractor. The school district will assist the Contractor in seeking restitution for malicious damage. The Contractor shall report to the relevant school district's Director or Supervisor of Transportation all known pertinent information regarding incidents of vandalism including date, route and, if possible, name of the student.
6. While transporting students, drivers shall not leave the vehicle unattended.
7. Unless otherwise agreed to in writing by the relevant school district or required by Illinois law, drivers shall not be permitted to transport their own children on a bus unless the child is enrolled in each school district and is

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assigned to that particular bus run or route.

8. No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students; however, each school district reserves the right to have an authorized school district employee ride on any vehicle on any route, without prior notice to the Contractor. Rides by parents for personal reasons are expressly forbidden.
9. Drivers shall not permit more passengers to occupy the bus than there are seats available and shall not permit passengers to stand or sit on the floor while the bus is in motion.
10. All buses operated for each school district must be a smoke-free environment.
11. Buses will not be fueled while students are on board.
12. All buses are to be checked at least one hour prior to departure each day school is in session, as well as after each route or run and after each substitution of drivers.
13. Before exiting the bus, the school bus driver shall at the end of each route, work shift, or work day, walk to the rear of the bus and check the bus for children or other passengers in the bus, lost belongings and damage to property. The driver shall activate the interior lights of the bus to assist the driver in seeing in and under the seats during a visual sweep of the bus.

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SERVICE REQUIREMENTS AND CONDITIONS

1. School Calendar. All transportation will be in accordance with each school district and/or school calendar including provisions for holidays, institute days, early dismissal for in-service training, beginning time for the school day and ending time for the school day.

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

2. Pick Up and Delivery of Students.
 - a. Students will be picked up and delivered to the same location unless directed otherwise by a school district's Supervisor of Transportation. No change in place of pick-up or drop-off for any student shall be affected without notice to and approval from the relevant school district's Supervisor of Transportation. Any deviation from this procedure must have the approval of the relevant school district's Supervisor of Transportation.
 - b. Students are to be delivered to school no earlier than ten (10) minutes and no later than five (5) minutes prior to the start of the school day unless other arrangements are mutually agreed upon between the Contractor and the relevant school district. Buses shall be scheduled, when possible, to arrive at the schools no less than five (5) minutes prior to dismissal and shall depart as soon as all students have boarded the bus, delivering passengers to their respective bus stops within the times set forth above. Drivers shall not leave bus stops (student loading areas) prior to the scheduled time of departure. The Contractor must contact the relevant school district's Supervisor of Transportation and the school when routes are ten minutes or more late. Such notification should be made through electronic messaging to a group email list provided by the Districts. Bus drivers shall not drop off a kindergarten student unless a parent or adult approved by the parents is present to accompany the student. Bus drivers shall not deviate from the set routes or negotiate with parents regarding routes.
 - c. By 9:00 a.m. on the school day prior to a field trip or athletic bus run, the Contractor is required to provide electronic confirmations to the relevant school district's designated personnel confirming the number and types of buses to be utilized for such trips to enable the school district personnel to confirm that the Contractor's plans will meet the school district's needs.

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- d. School districts are permitted to cancel field trip or athletic bus runs without a charge with at least 24-hour notice.
 - e. Routes shall be developed by the Contractor and then reviewed with the District. Calculated routes shall limit the number of students to a maximum of two students per seat. If needed, a route may be created with greater than two students per seat provided actual ridership does not exceed two students per seat.
3. Display of Route Number.
The Contractor shall display on each bus a clearly visible route number or a numbering device on the side window next to front door.
4. Designated Students.
Only pupils designated by a school district's Supervisor of Transportation may be permitted to ride on buses operated by the Contractor under the Contract. Under no circumstances may a driver refuse to transport a student without express consent from the school district's Supervisor of Transportation. Each school district will advise the Contractor regarding specific guidelines for ridership: Student IDs; PM ridership authorization; etc.
5. Adds and Drops.
Each school district shall provide information on children added or dropped from transportation to the Contractor in separate communications. Add(s) or drop(s) to bus routes will be implemented by the Contractor no later than the third business day following notification from a school district.
6. No Vehicle Transfers.
No student will be transferred from one vehicle to another while en route to or from school without the expressed permission of the relevant school district's Supervisor of Transportation. The only exception to this rule will be a vehicle breakdown situation.
7. Vehicle Break Downs.
If during normal school hours a bus breaks down or cannot be safely or legally operated, another bus will be brought to the driver within twenty (20) minutes of the occurrence of the breakdown. The driver must immediately notify dispatch of any vehicle breakdowns to effectuate this plan. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall also notify the school district contact by phone and text message. Each school district shall provide annually a list of the school district contacts to the Contractor.
8. Accidents.
In the event of an accident where the driver is in part or in whole responsible

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for the accident, a substitute driver and bus must be provided to comply with the State Mandate of testing the driver under the Implied Consent Statutes. The driver must immediately notify dispatch of any vehicle accidents to effectuate this plan. Should any accident occur involving a bus assigned to a school district, with or without students on board, the Contractor will immediately notify the relevant school district and follow the established accident procedures. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident.

9. Emergencies and Evacuations.

In an emergency closing, the Contractor will follow instructions from the school district's Supervisor of Transportation and shall provide the required transportation within 15 minutes after the school district's request. The Contractor shall not receive additional compensation for operation during emergency closings. Emergency procedures will be reviewed each year by each school district's Superintendent and/or designee and the Contractor before publication to schools and parents. The Contractor will work with each school district to create an emergency plan describing the actions the driver will take should a bus accident occur.

The Contractor will work with each school district in all matters concerning emergency school evacuations, lock downs, and relocation of students via transportation to alternate locations. It is the Contractor's responsibility to in-service all drivers regarding the emergency plan. A copy of the plan shall be maintained in each vehicle.

Updated emergency data on the students being transported in any vehicle will be required to be available at the operating base.

10. Service Interruption

In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, each school district shall maintain the right to secure and substitute other transportation services.

If the cost of the substitute transportation services are higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, provided, however, that a school district may, at its discretion, elect to make a claim for any such difference against the Contractor's Performance Bond.

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

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

11. Postponement or Cancellation of Bus Routes

In the event of severe weather conditions, snow or other inclement weather which creates hazardous driving conditions, the Contractor shall have the responsibility to inspect the conditions of roads on the designated routes and to recommend to each school district's Superintendent or designated representative whether the buses can be operated safely prior to 5:00 a.m.

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

Each school district reserves the right to change route times as determined by the Superintendent or designated representative.

12. Management Review Meetings.

Each school district reserves the right to call management review meetings between the Contractor's senior management and the school district to review ongoing operational performance.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

ROUTES AND SCHEDULES

1. Development of Routes.

The current routes for each school district are included as Exhibit D of these specifications. The Contractor and each school district shall jointly develop all schedules and routes based on stop and rider information provided by each school district whenever requested. Routes shall be designed to provide one-way transportation riding time normally not to exceed forty-five (45) minutes. The Contractor agrees that information is not to be shared with anyone unless the school district agrees in writing to such disclosure regarding its individual school district. All schedules and routes are subject to approval by the relevant school district. Final determination of the routing rests with the relevant school district. The Contractor will supply each school district with a written summary that details their route scheduling competencies and proficiencies as well as a timeline of how they expect to be ready for the first day of school. The Contractor will identify to each school district their intent to operate these routes as unpaired routes or paired routes with those of another school district, which paired routes with another school district shall be subject to each school district's written approval. All schedules and routes should be developed utilizing a transportation software solution.

2. Establishment of Routes.

Preliminary routes shall be established no later than July 15 of each school year. Final routes shall be established no later than fourteen (14) days prior to the first day of student attendance. After schedules are established, the Contractor shall insure that all buses will meet the schedules in order to avoid disruption at the student's home and at each school district.

3. Changes to Routes.

Out of necessity, many students are added to programs after the initial data is submitted. Up to two (2) full working days advance notice shall be given for the addition of students, change in students' schools, or any contemplated route changes by either party to the Contract. The Contractor will agree to establish new routes and accommodate new students within two (2) school days of being advised of any new students. All changes are subject to the approval of the relevant school district. The Contractor shall attempt to minimize the costs to each school district by revising routes to require the minimum number of vehicles. The Contractor is encouraged to review on an ongoing basis, established routes, stops and times and make suggestions which may result in more efficient service to the students. Each school district retains the right to reduce/increase the number of routes.

4. Recommended Changes.

The final established bus routes will be followed exactly by the bus driver. Any changes that are presented to a driver by a parent or member of the

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

community will be referred to each school district for a decision. Any changes the driver feels should be made for convenience must be approved by the relevant school district.

5. Route Sheets.

Upon the establishment of all routes in the summer/fall of each year, and the approval by the relevant school district, the Contractor will supply each school district with route sheets, within the first week of the opening of school. School district programs may start on varying schedules. Route sheets must indicate the route number, the name of each student riding the route, the pickup time for each student, and the time each student is dropped off after school. Deadhead time on either end of a route is limited to thirty (30) minutes or less. A full updated set of route sheets will be provided to each school district upon request and, if requested by a school district, shall be provided in an electronic format. Decisions involving the amendment of a route will be done only with the approval of the relevant school district.

6. Ridership Reports.

The Contractor shall submit to each school district on an “as requested” basis a Ridership Report covering one week for each “To and From” school route for each school building. The report shall indicate seating capacity of the vehicle serving the route and the number of students entering the vehicle at each pick-up point for each route and the times for each pick-up. The purpose of the Ridership Report is to ensure that routes are efficiently loaded and to provide data on which to base decisions regarding route removal, combination and expansion. The Contractor shall provide ridership counts to each school district upon request.

7. Data.

Student data submitted by the Contractor shall include:

- a. The number of students to be transported as known at that time;
- b. Length of trip;
- c. Pick up and drop off points;
- d. School district start and ending times; and
- e. School district calendar

8. Dry-Runs.

Prior to the first day of school each year, the Contractor shall, on the date and time prescribed by each school district, conduct a “dry-run” of all routes. The driver assigned to the route shall perform the dry-run. All dry-runs will be accomplished at no cost to a school district. Each time a new driver is assigned to a route the newly assigned driver shall dry-run the route. The dry-run will not be required for standby drivers who cover a route for the regularly assigned driver, unless requested, in advance, by the relevant

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

school district. If any school district has an orientation day prior to the first day of school, that school district may request that students be permitted to ride on the buses used for the dry-runs.

9. Review for Hazards.

As recommended by the Illinois State Board of Education, all bus routes should be reviewed by the Contractor twice a year for hazards. The Contractor will review all routes according to Illinois State Board of Education guidelines and report findings to each school district.

10. Route Rates.

As the successful Bidder may be awarded up to four separate contracts, the successful Bidder is encouraged to utilize buses for more than one school district that is the subject of this bid so to lower overhead for the Contractor and the price for the school districts. The Contractor shall calculate all costs of mileage, vehicle, and the driver into their daily rate. A deduction of 100% of the daily rate will be made for any route not run. Payment is made only for routes run.

a. Regular Route Rate. The regular route rate shall include pick-up and delivery prior to the commencement of classes in the morning and pick-up and delivery at the conclusion of classes in the afternoon.

b. Activity Route Rate. The activity route rate shall take into account the following activity runs: late bus; athletic bus; technology center DuPage bus; field trip bus; and other designated routes determined by each school district. Driver hourly rates for wait time shall be discounted as compared to the drive time rate costs. Route pricing should be quoted and billed at the most efficient method agreeable to the school administrator. For example, drivers shall not wait for return trips during events for an extended period of time.

11. The successful Bidder should be aware of the following:

a. Routes within each school district's boundaries should not exceed one hour at any time. Routes outside district boundaries may exceed one hour based on end destination.

b. Some students may have different addresses for pickup and drop off.

c. Most students cannot be left alone and should be released only to a parent or other responsible adult. There will be times when no one is home to receive a child on the first attempt at drop off, and the student may need to be transported back to the originating school.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- d. Car seats, harnesses, and seat belts may be needed at times for certain students. Contractor should have such equipment available when needed.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

STRUCTURE AND AWARD OF BID

1. Structure of Bids.

a. Preferred Bids. Bidders are encouraged to bid on all of the following bid options:

- (i) **Separate School District Bids.** A separate bid for each school district, Glenbard Township High School District 87, Queen Bee School District 16, Glen Ellyn School District 41, and Marquardt School District 15, with the assumption that the Bidder would only serve a school district individually.
- (ii) **Collective School District Bids.** A bid for each school district if the Bidder were to be awarded all four school districts.
- (iii) **Marquardt School District 15 and Queen Bee School District 16 Bid.** A bid where the Bidder only contemplates serving Marquardt School District 15 and Queen Bee School District 16.
- (iv) **Glen Ellyn School District 41 and Glenbard Township High School District 87.** A bid where the Bidder only contemplates serving Glen Ellyn School District 41 and Glenbard Township High School District 87.

The school districts will not consider bids (required or optional bids) provided by a Bidder if the Bidder fails to provide a bid for one of the identified options listed above.

b. Additional Bids. Bidders may provide one of the following bids:

- (i) A bid for servicing Marquardt School District 15, Queen Bee School District 16, Glenbard East High School, and Glenbard North High School and no other Glenbard High Schools.
- (ii) A bid for servicing Glen Ellyn School District 41 and Glenbard West High School and no other Glenbard High Schools.
- (iii) A bid for servicing any combination of school districts or Glenbard high schools that the Bidder is willing to serve and believes would be in the best interests of the school districts to be served.

If Bidders are able to provide lower prices or other benefits if contracts are for an extended term of four or five years, Bidders should provide those numbers for any of the bids.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

2. Award of Bids.

A school district may award contracts to Bidders under any bidding format that a school district determines is in its best interest and subject to the other award requirements set forth below.

Once determined, each school district shall award a separate contract to the successful Bidder for the price bid for that individual school district and such contract shall only govern the relationship between the successful Bidder and that particular school district. No school district shall be jointly and/or severally liable for the actions of another school district. A form of the contract is included as Exhibit M to these specifications. The successful Bidder agrees to execute a contract in substantially the form of the contract attached as Exhibit M with each school district. In considering the bids, each school district shall first consider the Bidder or Bidders most able to provide safety and comfort for pupils, stability of service (which consideration shall be based on, without limitation, the Bidder's experience, years of providing regular student transportation and financial stability), and any other factors set forth in these Bid Documents regarding quality of service and then price.

3. Each Board of a school district reserves the right to reject any or all bids received for its portion of the bid whenever such rejection is in the interest of a school district and reserves the right to waive any irregularities. Each Board of a school district also reserves the right to reject the bid of a Bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the Contract.
4. The following qualifications will be considered by each school district to determine the Contractor's eligibility:
 - a. Stability of service.
 - b. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements for any of the school districts or other school district in rendering past services.
 - c. The experience and efficiency of the Contractor.
 - d. The sufficiency of the financial resources and the ability of the Contractor to perform the Contract and provide the services.
 - e. The quality, availability, and adaptability of the equipment, or contractual services, to the particular use required.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- f. The condition of and/or availability of the equipment to be used by the Contractor.
- g. The ability of the Contractor to provide maintenance and service in the performance of the Contract.
- h. The location of the Contractor's facilities for housing and servicing transportation vehicles.
- i. The ability of the Contractor to recruit, train, and supervise the personnel necessary to fulfill the Contract.
- j. The quality of references from previous contracts or services; whether with each school district or another organization.
- k. Contractor's compliance with laws, ordinances, and policies.
- l. Such other information as may be secured by each school district that bears on the decision to make the award.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

PENALTIES

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

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

- a. Late AM drop off at school program site after final bell without advance notification to relevant school district's Supervisor of Transportation, \$100 per occurrence. In addition, any individual route late more than three times a month with or without notification, will be charged \$500 per occurrence.
- b. Late PM arrival at school site after dismissal bell without advance notice to relevant school district's Supervisor of Transportation, \$100 per occurrence.
- c. Late pickup for activity bus routes (athletic; field trips; etc.) defined as later than 15 minutes from the scheduled departure time and/or late drop off for activity bus routes (athletic; field trips; etc.) defined as later than 15 minutes from the scheduled arrival time, \$100 per occurrence.
- d. Failure to stop at a designated bus stop resulting in missed pick-ups, 50% of route cost for first occurrence, 100% of route cost thereafter.
- e. Non-functional GPS system after Contractor has received 14 days notice from a school district and has not rendered the GPS system functional, 5% reduction on following months' invoice.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- f. No service to or from a regularly scheduled route, daily rate per vehicle.
- g. Leaving a child on a bus after the Contractor has completed the last stop, \$10,000.00 per occurrence.
- h. Camera system non-operational, \$500 per occurrence. District may request compliance at any given time.
- i. Noncompliance with vehicle fleet stipulations will result in a penalty equal to a 50% reduction for each out of compliance vehicle's cost.
- j. Failure to perform a scheduled route will result in no charge for the route and a penalty equal to the cost for the route. District may enforce for routes not performed with 45 minutes of scheduled time.

In conjunction of monthly billing report a late route report must be attached.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

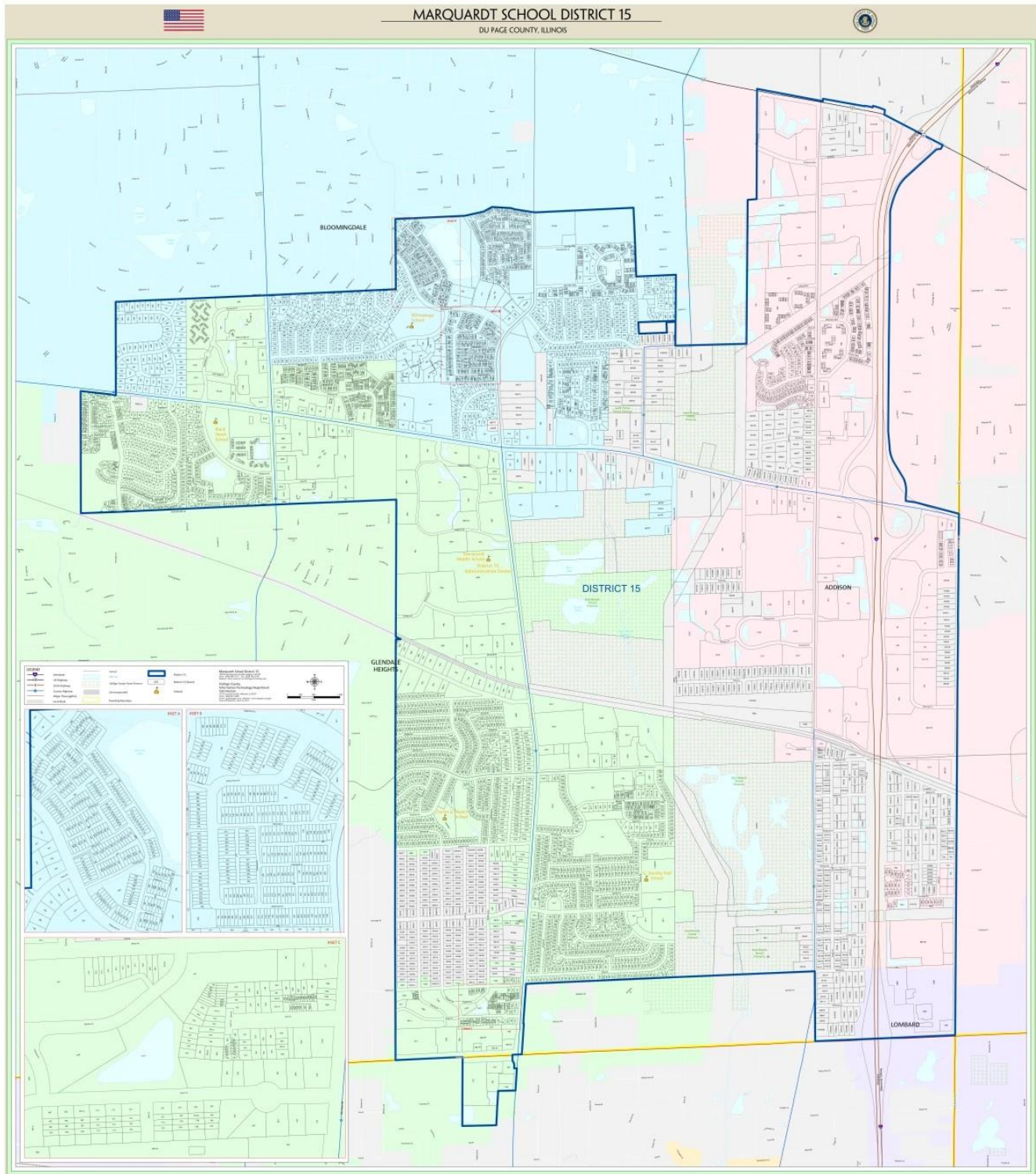
EXHIBIT A

SCHOOL DISTRICT BOUNDARY MAP

Each school district's boundaries encompass all, or part, of the towns of Carol Stream, Glen Ellyn, Glendale Heights, Hanover Park, Lombard, Wheaton, all in DuPage County, Illinois. Students must reside within School district' boundaries in order to be transported. Occasionally, exceptions to this rule are made based on an individual student's needs.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

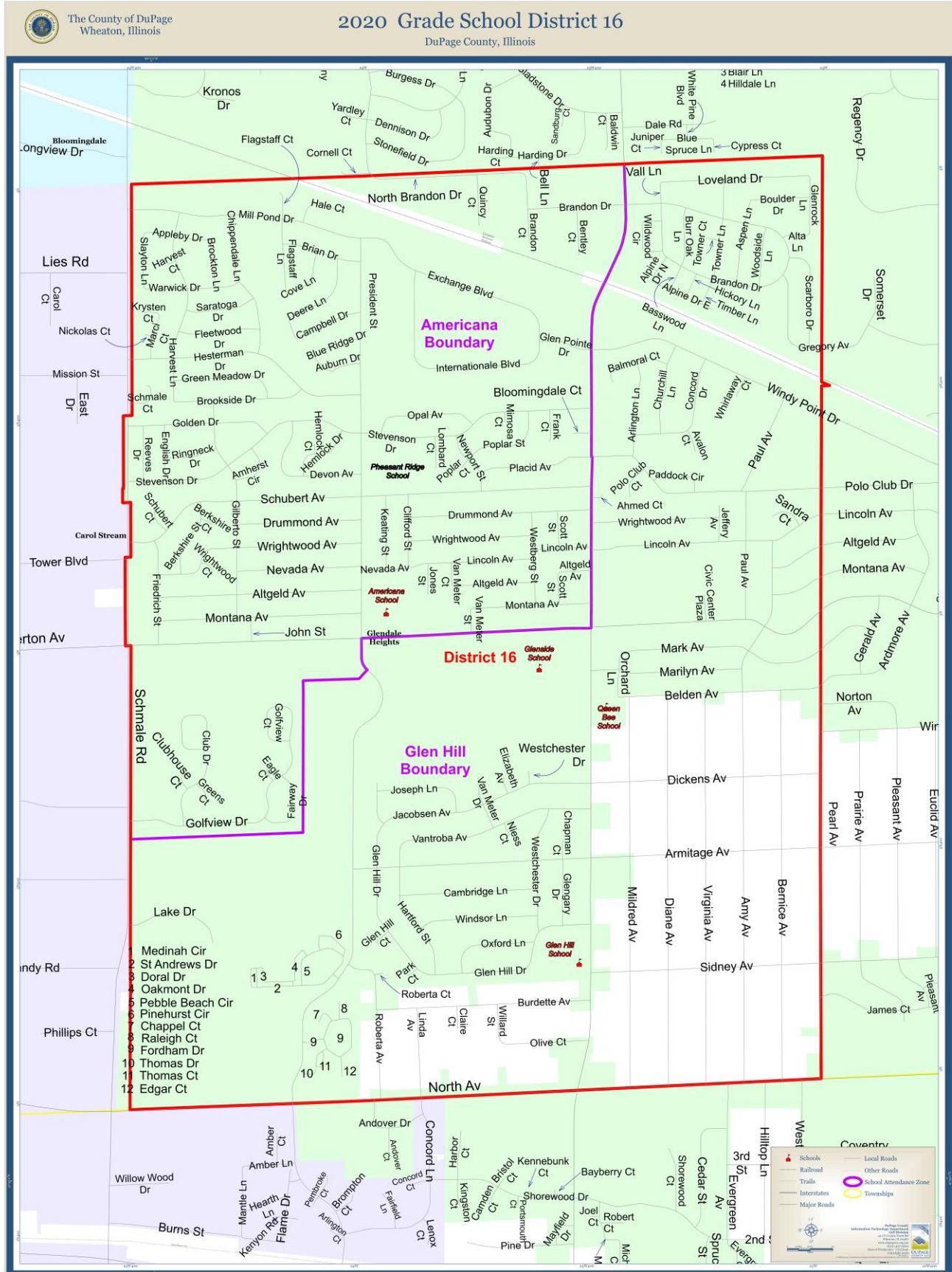
The following specifications and conditions will be incorporated as part of the final contract or contracts.



Bid Specifications and Conditions

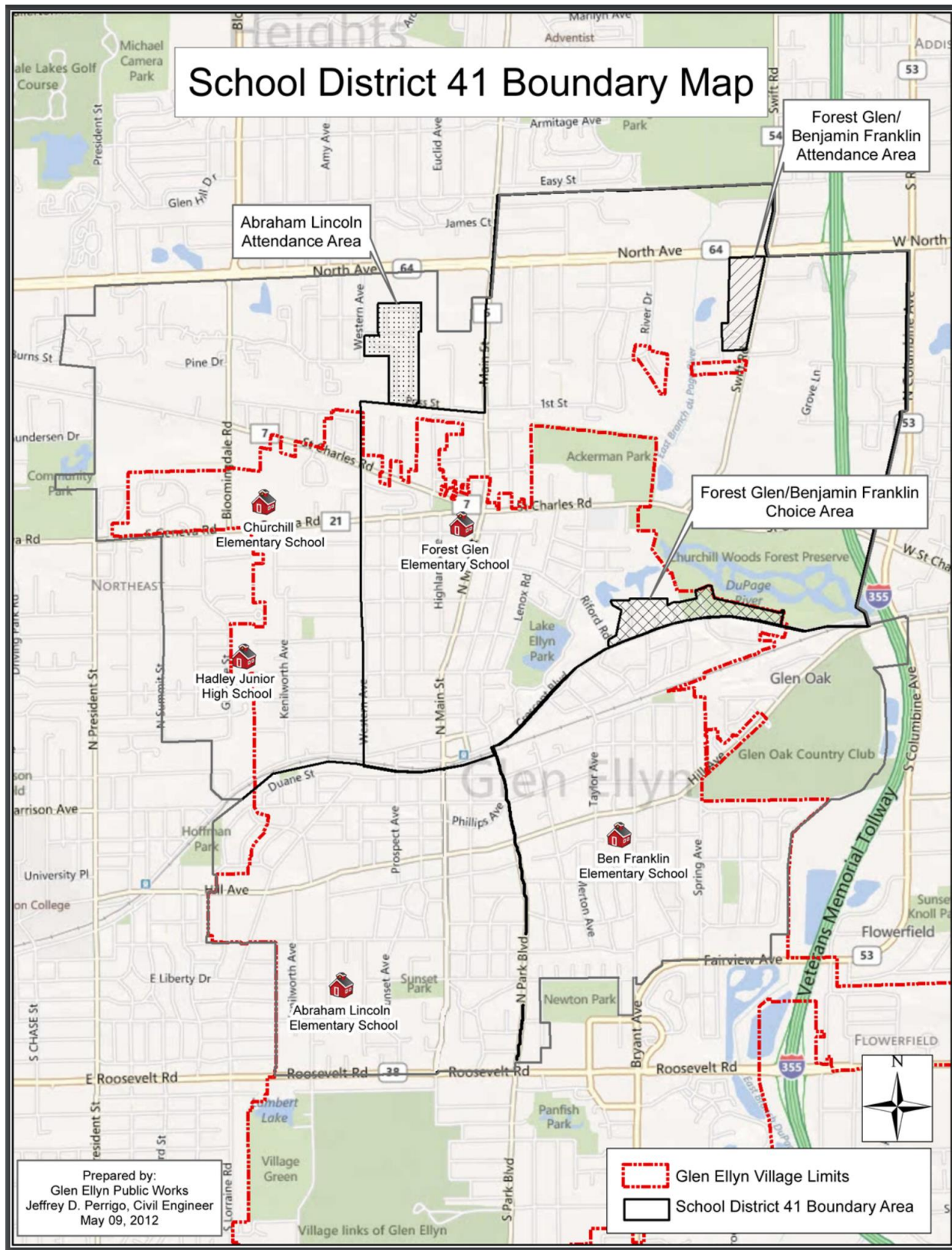
TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

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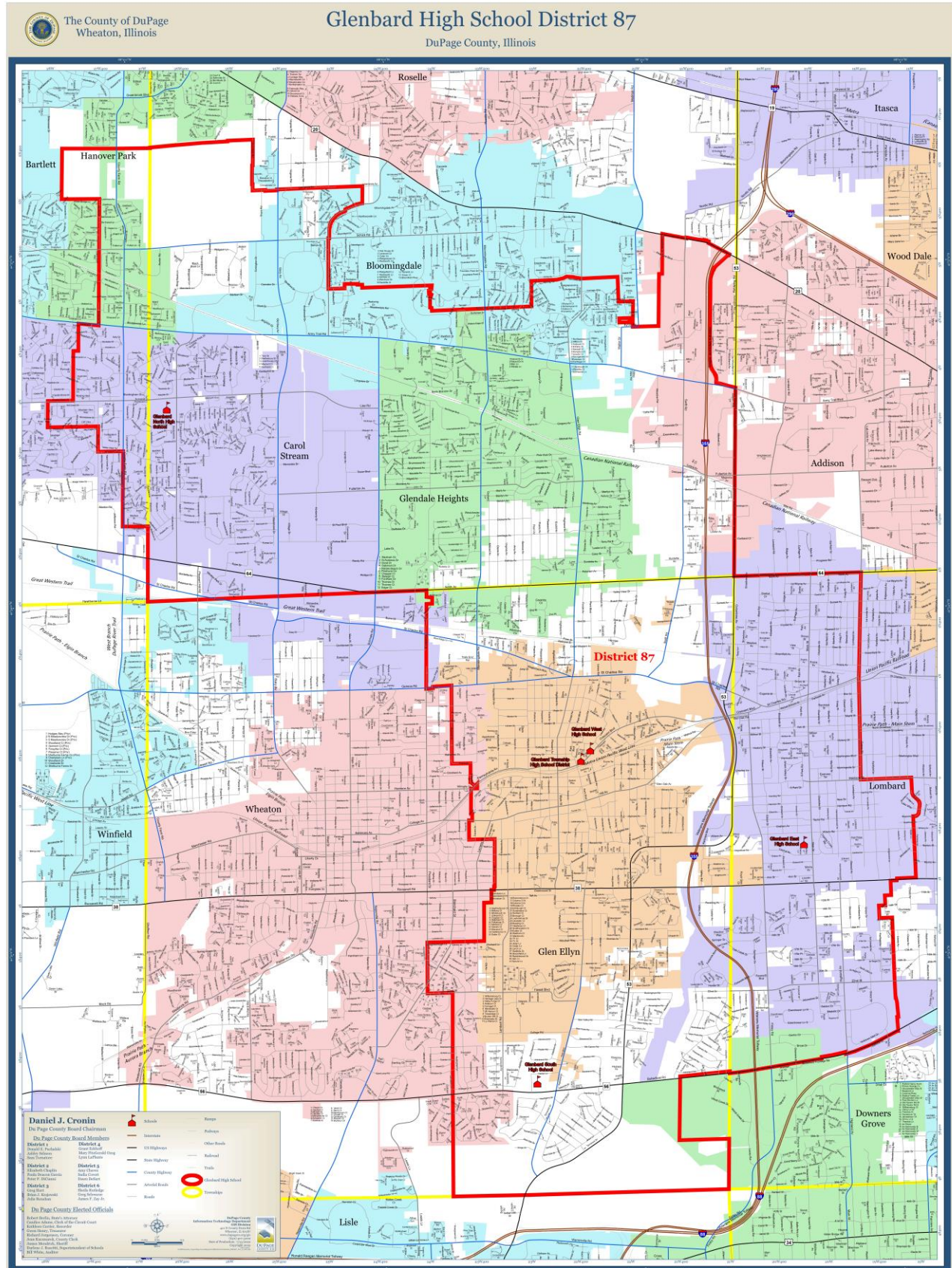


Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.



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Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT B

SCHOOL DISTRICT DATA SHEET

Each school district's data sheets as listed below:

School Districts: MARQUARDT SD 15
Data Sheet - All Packages

SCHEDULES									
General Education Routes									
District (Option)		MMS-AM	Elementary-AM	MMS-PM	Elementary-PM	Early Band/0 hr (M,T,TH,F)	PM Activity Route (Mon-Friday)	MMS-Late buses	Elem-late buses
D15 AM	Anchor time	735am	820am			710AM ZERO HR			
	Start time	745am	830am			745am			
D15 PM	Anchor time			235pm	310pm				
	Dismissal time			245pm	320pm	815pm	315pm at MMS		
	Late							355pm	
	Late							440pm	415pm

ROUTES & RIDERSHIP						
General Education						
	Blackhawk	Hall	Reskin	Winnebago	MMS	
AM/PM Only Buses Needed, Plus 1 is PreK bus	5	3+1	5	3+1	16	
Zero Hr/Early Band/Chorus	0	0	0	0	4	
Cadet Band arrive at MMS 745am	1	1	1	1	0	
Cadet Band leaves MMS at 815am	1	1	1	1	0	
Late activity buses/Athletic bus runs	1	0	1	1	6	
Charters Per Year	15	15	15	15	150	
Summer School Buses Needed	0	0	0	6	2	

MILEAGE PER 2022-23 TRANSPORTATION CLAIM						
All Packages						
	Blackhawk	Hall	Reskin	Winnebago	MMS	District Total
Daily Total Home to School miles	0	0	0	0	0	938
Daily Loaded Home to School miles	0	0	0	0	0	520
Total number of Attendance days						176
Total Loaded Home to School miles						938
Sport Charter miles						2,000
Non-Sport Charter miles						4,200

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

School Districts: QUEEN BEE SD 16

Data Sheet - All Packages

SCHEDULES								
General Education Routes								
District (Option)		Middle	Elementary-AM	Elementary-PM	Early Band/0 hr (M,T,TH,F)	PM Activity Route (Mon-Friday)	Middle Late Bus	Elem-late buses
D16 AM	Anchor time	740am	805am		710AM ZERO HR			
	Start time	808am	820am		NA			
D16 PM	Anchor time	258pm		255pm				
	Dismissal time	303pm		300pm	NA	415pm		
	Late						NA	
	Late						NA	NA

*ANCHOR TIMES SHOULD BE AS LATE AS NECESSARY TO ARRIVE 10 minutes before the start of school, however if there are cost savings associated with drop offs, they may occur as early as 7:30AM

**TCD (Technology Center of DuPage) is located at 301 S. Swift Rd., Addison IL 60101. EARLY Release day times would all shift up 45 minutes for TCD Departure Routes

***This would be an option and would replace the PM Tuesday Early Release if selected

ROUTES & RIDERSHIP			
General Education			
	Glenside Middle 5-8	Americana K-4	Glen Hill K-4
AM/PM Only Buses Needed	12	8	8
Athletic bus runs	0	0	0
Late activity buses (PM Only)	1	0	0
Charters Per Year (NA)	0	0	0
Summer School Buses Needed	4	4	4

MILEAGE PER 2022-23 TRANSPORTATION CLAIM				
All Packages				
	Glenside Middle 5-8	Americana K-4	Glen Hill K-4	District Total
Daily Total Home to School miles	0	0	0	188
Daily Loaded Home to School miles	0	0	0	89
Total number of Attendance days				174
Total Loaded Home to School miles				15,477
Total TCD Loaded miles				0
Sport Charter miles				2,532
Non-Sport Charter miles				1,211

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

School Districts: GLEN ELLYN SD 41
Data Sheet - All Packages

SCHEDULES

General Education Routes				
District (Option)		AM Route*	PM Route	PM Activity/Activity Route
D41 - A	Home to School (Arrival Times)	8:30 AM		
	School to Home (Departure Times)		3:30 AM	4:00 PM
D41 - B	Home to School (Arrival Times)	8:45 AM		
	School to Home (Departure Times)		3:45 AM	4:15 PM

*ANCHOR TIMES SHOULD BE AS LATE AS NECESSARY TO ARRIVE 10 minutes before the start of school

ROUTES & RIDERSHIP

General Education					
	Abraham Lincoln	Ben Franklin	Forest Glen	Churchill	Hadley Jr. High
AM/PM Only Buses Needed	1	3	8	8	17
Activity & Athletic Buses Needed - Late Bus 5:00PM Mon-Thu	0	0	0	0	2
Charters Per Year	23	17	17	14	109

MILEAGE PER 2022-23 TRANSPORTATION CLAIM

All Packages						
	Abraham Lincoln	Ben Franklin	Forest Glen	Churchill	Hadley Jr. High	District Total
Daily Total Home to School miles	0	0	0	0	0	895
Daily Loaded Home to School miles	0	0	0	0	0	481
Total number of Attendance days						175
Total Loaded Home to School miles						85,295
Total Pre-K Loaded miles						13,020
Sport Charter miles						1,261
Non-Sport Charter miles						3,320

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

School Districts: GLENBARD TOWNSHIP HSD 87

Data Sheet - All Packages

SCHEDULES									
General Education Routes									
District (Option)		AM Route*	TCD Route**	PM Route M, W, TH, F	PM Route (Tuesday Early Release)	AM Route*** (Tuesday Late Start)	PM Activity Route (Mon-Thu)	PM Athletic Route (Mon-Thu)	PM Athletic Route (Friday only)
D87 - A	Home to School (Arrival Times)	8:00 AM				8:45 AM			
	School to TCD (Arrival Times)		8:25 AM						
	School to TCD late bus (Arrival Times)		12:50 PM						
	TCD to School (Departure Times)		2:35 PM						
	School to Home (Departure Times)			3:00 PM	2:15 PM		4:15 PM	5:45 PM	5:15 PM
D87 - B	Home to School (Arrival Times)	7:50 AM				8:35 AM			
	School to TCD (Arrival Times)		8:15 AM						
	School to TCD late bus (Arrival Times)		12:40 PM						
	TCD to School (Departure Times)		2:25 PM						
	School to Home (Departure Times)			2:50 PM	2:05 PM		4:15 PM	5:45 PM	5:15 PM

*ANCHOR TIMES SHOULD BE AS LATE AS NECESSARY TO ARRIVE 10 minutes before the start of school, However if there are cost savings associated with drop offs, they may occur as early as 7:30AM

**TCD (Technology Center of DuPage) is located at 301 S. Swift Rd., Addison IL 60101. EARLY Release day times would all shift up 45 minutes for TCD Departure Routes

***This would be an option and would replace the PM Tuesday Early Release if selected

ROUTES & RIDERSHIP				
General Education				
	Glenbard East	Glenbard North	Glenabrd South	Glenbard West
AM/PM Only Buses Needed	25	16	8	17
AM/MID/PM TCD Buses Needed	4	4	4	4
Activity & Athletic Buses Needed - Late Bus 4:15PM Mon-Thu	5	3	1	2
Activity & Athletic Buses Needed - Late Bus 5:45PM Mon-Thu	3	2	1	1
Activity & Athletic Buses Needed - Late Bus 5:15PM Fri only	3	2	1	1
Charters Per Year	346	393	333	852
Summer School Buses Needed	7	4	2	2

MILEAGE PER 2022-23 TRANSPORTATION CLAIM					
All Packages					
	Glenbard East	Glenbard North	Glenabrd South	Glenbard West	District Total
Daily Total Home to School miles	1,487	909	456	610	3,462
Daily Loaded Home to School miles	610	234	166	261	1,271
Total number of Attendance days					176
Total Loaded Home to School miles					167,690
Total TCD Loaded miles					18,033
Sport Charter miles					70,860
Non-Sport Charter miles					10,082

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT C

DISTRICT SCHOOL LOCATIONS AND CURRENT SCHOOL HOURS

MARQUARDT SCHOOL DISTRICT 15

Blackhawk Elementary School 2101 Gladstone Dr. Glendale Heights, IL 60139	8:30 AM – 3:30 PM
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G. Stanley Hall Elementary School 1447 Wayne Ave. Glendale Heights, IL 60139	8:30 AM – 3:30 PM
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Charles G. Reskin Elementary School 1555 Ardmore Ave. Glendale Heights, IL 60139	8:30 AM – 3:30 PM
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Winnebago Elementary School 195 Green Dr. Glendale Heights, IL 60139	8:30 AM – 3:30 PM
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Marquardt Middle School 1912 Glen Ellyn Rd. Glendale Heights, IL 60139	7:45 AM – 2:45 PM
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QUEEN BEE SCHOOL DISTRICT 16

Glenside Middle School 1560 Bloomingdale Rd. Glendale Heights, IL 60139	8:00 AM – 3:00 PM
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Americana Elementary School 1629 President St. Glendale Heights, IL 60139	8:00 AM – 3:00 PM
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Glen Hill Elementary School 1324 Bloomingdale Rd. Glendale Heights, IL 60139	8:00 AM – 3:00 PM
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TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

GLEN ELLYN SCHOOL DISTRICT 41

Hadley Jr. High School 240 Hawthorne Blvd. Glen Ellyn, IL 60137	8:30 AM – 3:30 PM
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Abraham Lincoln Elementary School 380 Greenfield Ave. Glen Ellyn, IL 60137	8:30 AM – 3:30 PM
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Benjamin Franklin Elementary School 350 Bryant Ave. Glen Ellyn, IL 60137	8:30 AM – 3:30 PM
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Churchill Elementary School 240 Geneva Rd. Glen Ellyn, IL 60137	8:30 AM – 3:30 PM
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Forest Glen Elementary School 561 Elm St. Glen Ellyn, IL 60137	8:30 AM – 3:30 PM
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GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87

Glenbard East High School 1014 S. Main St. Lombard, IL 60148	7:35 AM – 2:35 PM
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Glenbard North High School 990 Kuhn Rd. Carol Stream, IL 60188	7:35 AM – 2:35 PM
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Glenbard South High School 24W200 Butterfield Rd. Glen Ellyn, IL 60137	7:35 AM – 2:35 PM
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Glenbard West High School 670 Crescent Blvd. Glen Ellyn, IL 60137	7:35 AM – 2:35 PM
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* Early dismissal schedules occur each Tuesday for High School's Professional Learning Community (PLC) meetings. Early dismissals are scheduled at a few other times during the school year. These early dismissal schedules are to be included in the route Bid price.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT D

CURRENT ROUTES

[REFER TO “**CURRENT ROUTES**” FOLDER]

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT E

BID TABS CALCULATIONS

[REFER TO “**TRANSPORTATION BID FORMS**” SPREADSHEET]

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

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EXHIBIT F

ADDENDA RECEIPT

The receipt of addenda number(s) ____ through ____ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final Contract.

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT G

GENERAL INFORMATION

Insurance – Bidder's insurance companies that will cover the Contract.

Company Name	Address	Phone No.

References – Bidder is in the process of supplying transportation to the following school districts at the present time.

Company Name	Address	Phone No.

Other School District – Bidder has supplied transportation to the following school districts during the past five (5) years.

Company Name	Address	Phone No.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT H

CERTIFICATE OF ELIGIBILITY TO BID

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT I

**CERTIFICATIONS OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

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

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT J

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

The undersigned, does hereby certify 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) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT K

EQUAL EMPLOYMENT

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105).

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT L

DEVIATIONS FORM

In the event that the undersigned Bidder intends to deviate from the specifications, all such deviations are listed hereon, with complete and detailed specifications and information being also attached. In the absence of any entry on the Deviations Form, the Bidder assures the school district of their full compliance with the specifications and conditions. Each school district must approve any deviations indicated.

THIS FORM MUST BE SIGNED EVEN BY THOSE NOT PLANNING DEVIATIONS.

Submitted for consideration by:

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT M

FORM CONTRACT

CONTRACT FOR TRANSPORTATION SERVICES

THIS CONTRACT is made this ____ day of _____, 2024, by and between _____, having a principal place of business at _____, _____ (“Contractor”), and the Board of Education of _____, DuPage County, Illinois (“Board”), as follows:

1. Scope of Services. The Board retains Contractor to provide regular transportation services and transportation equipment, as more fully described in the attached Bidding Documents, in accordance with Contractor’s Bid Proposal for the [TERM PENDANT ON BID AWARD] school years, with an option for the Board, at its sole discretion, to renew the Contract for the [RENEWAL YEARS PENDANT ON BID AWARD] school years, and Contractor agrees to provide the services and equipment specified in the Bidding Documents. For the purposes of this Contract, the Bidding Documents shall constitute the attached Bid Specifications and Conditions for Transportation Service for Regular Education Students and Exhibits A-N, all of which are attached as Exhibit 1 to this Agreement and incorporated herein by reference and together with this Contract for regular education transportation services constitute the entire Contract between the Board and the Contractor for the transportation services. When the term “Contract” is used in this document, it shall include this document and the Bidding Documents.
2. Costs. Contractor shall be authorized to charge the School District the amounts provided in Exhibit E of the Bidding Documents that specifically relate to the transportation services provided to the School District.
3. Term. The term of this Contract will be for _____ years, beginning on the first day of the 2024-2025 school year and ending on the last day of the school term in the year _____.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

4. Status as Independent Contractor. Contractor and the Board are independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Contract.
5. Insurance. Within 14 days after signing this Contract below, the Contractor shall provide the Board with original signed certificates of insurance showing that the coverage required in the Bidding Documents is in effect.
6. Applicable Laws. The Contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect. Failure of the Contractor to be in compliance with this Section shall be cause for the Board to immediately terminate the Contract.
7. Notice. All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. Any notice or communication should be, addressed as follows:

If to the Board:

If to Contractor:

8. Binding Effect of Contract. This Contract shall inure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind the Contractor, its agents, representatives, successors and assigns.

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

9. Calendar Days. Unless otherwise provided in this Contract, any reference in this Contract to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or School District holiday. For purposes of this Contract, the School District’s summer break shall not constitute a “School District holiday.”
10. Provisions Severable. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
11. Complete Understanding. This Contract and the Bidding Documents set forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth.
12. No Joint and Several Liability. The School District shall not be jointly and/or severally liable for the actions or inactions of any other school district that is the subject of the Bidding Documents, nor shall the School District be liable for any penalties, damages or fees incurred by any such school districts.
13. Assignments. This Contract shall not be assigned or any part of the same subcontracted without the written consent of the Board, which shall not be unreasonably withheld or delayed, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the Contract.
14. Amendments. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
15. No Waiver. The failure of either party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

16. Conflicts. If there are any conflicts between the terms of this Contract with those of the Bidding Documents or the Contractor's Service Proposal, the terms of the Bidding Documents shall control over this Contract and the Contractor's Service Proposal. Further, the Bidding Documents and the Contract shall control over the terms of the Contractor's Service Proposal.
17. Governing Law. This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in DuPage County, Illinois, or the federal district court for the Northern District of Illinois.
18. Effective Date. This Contract shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

<p>[CONTRACTOR]</p> <p><i>[THIS DOCUMENT IS A FORM. BIDDER'S DO NOT NEED TO SIGN THIS ONLY THE SUCCESSFUL BIDDER WILL SIGN THIS AFTER AWARD IS MADE.]</i></p> <p>By: _____ President</p> <p>Date: _____</p> <p>ATTEST: By: _____</p>	<p>BOARD OF EDUCATION OF _____, DUPAGE COUNTY, ILLINOIS</p> <p>By: _____ Superintendent or Board President</p> <p>Date: _____</p> <p>ATTEST: By: _____</p>
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TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT N

ACKNOWLEDGEMENT OF SUBMISSION

After having read all the bid conditions and specifications and understanding the same, I hereby submit this bid proposal in accordance with the bid conditions and specifications contained in these Bid Documents.

The undersigned hereby certifies, on behalf of the Bidder, that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and all Exhibits. If a Board of Education chooses to accept this bid proposal, the Bid Documents and Exhibits will be incorporated into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this bid proposal.

Name of Bidder – Company Name (Please Print)

Date

Submitted by (Please Print)

Title

Signature

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR REGULAR EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT O

CONTRACTOR INFORMATION / QUESTIONNAIRE

[REFER TO “**CONTRACTOR INFORMATION / QUESTIONNAIRE**” SPREADSHEET]