

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

REQUEST FOR BID
SPECIAL EDUCATION TRANSPORTATION SERVICES
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, ILLINOIS

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**REQUEST FOR BID
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INSTRUCTIONS

The Board of Education of Evanston Township High School District No. 202, Cook County, Illinois (hereinafter referred to as the “Board of Education”, the “Board”, the “District”, “District 202”, or the “School District”), will receive bids for transportation services for special education students. An award, if made, will be in accordance with the Award of Bid section of this Request for Bid. Once a successful bidder or bidders are identified, the Board intends to award a contract to that same contractor for the price bid. A **MANDATORY PRE-BID** meeting must be attended on Mar 22, 2024 at 10 am in H110 at Evanston Township High School 1600 Dodge Avenue, Evanston, Illinois. All bids must be submitted no later than April 2, 2024 at 10:00 a.m. to room H110, at which time they will be opened and read aloud at Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois. Bidders interested in attending the bid opening should arrive prior to that time at Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois.

Bids are to be addressed to:

Ms. Felicia Stanley
Evanston Township High School District No. 202
Room H110
1600 Dodge Avenue
Evanston, Illinois 60201

If you have questions regarding this Bid please call Ms. Felicia Stanley, (847) 424-7313.

The Bid is to be enclosed in a sealed opaque envelope clearly marked, **“Original Sealed Bid for Transportation Services for Special Education Students.”** It is the bidder’s responsibility to ensure that the bid is delivered to the correct room. The District will not be held responsible for bids that are delivered to any area of the building other than the room specified for submittals.

Bidders may submit a bid for any of the following areas of the special education student transportation contract. ***Please indicate a discount in percentage for award of contract portions awarded to a sole vendor.***

- (1) COOPERATIVE EDUCATION (**TRANSITION HOUSE**) – students are picked up from their homes in Evanston and transported to 1724 Lemar St., Evanston, IL.
- (2) SPECIAL EDUCATION ATHLETIC EVENTS TRANSPORTATION - on an "as ordered" basis
- (3) ETHS THERAPEUTIC DAY SCHOOL –students are picked up from their homes in Evanston and transported to 1233 Hartrey Ave, Evanston, IL

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- (4) "IN-DISTRICT" SPECIAL EDUCATION TRANSPORTATION - from student's home in District 202 to Evanston Township High School and return at the end of the school day
- (5) "OUT-OF-DISTRICT" SPECIAL EDUCATION TRANSPORTATION - from student's home in District 202 to school within Chicago/near suburbs area and return at the end of the school day

The Board reserves the right to reject any, all or part of the bids received whenever such rejection is in the best interest of the School District and reserves the right to waive any irregularities. The Contract, if awarded, will be awarded by first considering, in the School District's sole discretion, the Bidder most able to provide safety and comfort for special needs students, stability of service, any other factors set forth in these Bid Documents regarding quality of service, and then price. The Board also reserves the right to reject the bid of a Bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the Contract.

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GENERAL CONDITIONS

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

Ms. Felicia Stanley
Evanston Township High School District No. 202
1600 Dodge Avenue
Evanston, Illinois 60201

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. Award of Bid
 - j. Penalties
 - k. Exhibits A-K
2. **Submission and Required Submittals.** Each bidder (hereinafter the “Bidder” or the “Contractor”) must submit one (1) complete electronic original and two (2) complete hard copies of 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 Special Education Students”** date and time of opening, and delivered to Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois, on or before April 2, 2024, at 10:00 a.m. 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 base 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 ten (10) years’ experience operating buses and transporting special education public school children enrolled in K-12+ and (ii) its transportation manager has a minimum of five (5) years’ experience in pupil transportation management in the State of Illinois.
 - d. Documentation confirming that the Bidder will be able to provide service by the day following the end of the 2024 extended school year with specialized vehicles having an average age of no more than eight (8) years with no vehicle older than twelve (12) years. Detailed information including but not limited to the vehicle identification number and the date of the last safety inspection for each vehicle proposed for service of this contract must be submitted to support this requirement. In the event of a breakdown or emergency, standby vehicles in good working condition must be maintained and available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable.

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- In the event that vehicles will be purchased to provide service for this contract, the proposed financing plan may be requested by the school district.
- e. Written evidence that the Bidder has employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet the 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. Vehicle condition with supporting maintenance records.
 - h. Three references from Illinois school districts.
 - i. A summary list of all pending litigation including bankruptcy proceedings, decrees, and judgments entered for or against the bidder over the last five (5) years. A school district may request additional information.
 - j. Age of vehicles to be utilized for the transportation services.
 - k. Ability to provide cameras with audio in vehicles.
 - l. Insurance certificates in accordance with the requirements provided herein.
 - m. Written evidence that the Bidder will be able to obtain the performance bond required herein.
 - n. Location of the facility from which the Bidder will operate.
 - o. Statement of vehicle deployment acknowledging that Bidder can supply all vehicles under this contract.
 - p. Description of Vehicle Maintenance Program.
 - q. Additional Driver Policy and Procedures.
 - r. 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.
 - s. Other items listed under Qualifications for Bidders
 - t. A list of all 2022-2023 and 2023-2024 contracts held in Illinois. Include a list of all contracts that were terminated or partially terminated early in the last five (5) years and why.
3. Signing Bids. Persons legally qualified to sign such documents must sign all bids. If they are signed by any person other than the President of the Contractor, or by an agent, or by an attorney-in-fact, the authority of the person who signs the proposal is required. Bids which are signed for a partnership shall be signed by one of the partners, or by an attorney-in-fact.
4. 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.
5. Preparation of Bids. All bids shall be submitted 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 bid as submitted. All bidders will be bound by any and all math calculations, misquotes, or mistakes of any kind and by 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

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Evanston Township High School District No. 202 representative listed above who will issue the necessary clarification to all prospective bidders by means of a written addendum. Oral explanations will not be binding. All bids submitted shall be valid for a minimum period of 90 days after the bid opening.

6. 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 written approval. Any explanation or statement which the Bidder wishes to make must be placed in the same envelope as the bid but shall be written separately and independently of the bid and attached thereto. Any deviations should be included with Exhibit I of these Bid Documents. The School District has no obligation to accept any deviations.
7. 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.
8. No Gratuity to School District Employees. No employee of the school district is to be extended any form of gratuity in connection with the Contract.
9. School District Ability to Investigate. The school district will make such investigation as necessary to determine the ability of the Bidder to fulfill bid requirements. Representatives from the 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.
10. Assignment. This Contract shall not be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the Contract.
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 of the school district 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 special education student transportation services. In performing the Contract, the Contractor is an independent contractor and is not an officer, member, agent, or employee of the school district.
13. Questions. Questions, inquiries or notices concerning the bid document must be submitted in writing to and received by Felicia Stanley, no later than 9:00 am Monday March 18, 2024. Inquiries may be submitted via email only to stanleyf@eths202.org. Responses, if any, to questions, inquiries, or notices will be issued through addendum(s) on the District website by 4:00 pm, Friday March 22, 2024.
14. 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

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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 the 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 the School District, the State Board of Education, the Illinois Department of Transportation and, the State of Illinois Standards for School Buses, the Cook County Regional Superintendent's office and the local municipalities in which the buses will be operated.

Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices including 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 any protected categories as provided for under state and federal law, nor otherwise commit an unfair labor practice. The Contractor further agrees that this Section will be incorporated by the Contractor in all contracts entered with suppliers of materials and services, subcontractors, and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

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

As an independent contractor, records in the possession of the Contractor related to the Contract may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide the 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.

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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 the Contractor and will not be copied, used or disclosed by the Contractor for any purpose. Contractor shall, as soon as possible, make the relevant 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 termination of this Contract, 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 the school district to terminate the Contract.

15. **Record Keeping.** The Contractor shall keep complete and accurate records of the mileage for which the Contractor charges the School District and of the reports which the Contractor prepares for the School District pursuant to the Contract. The Contractor shall maintain such records as the 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 the School District. In addition, the Contractor shall provide monthly to the School District detailed invoices including information on fuel surcharge amounts.

Special Education Athletic Events Transportation is arranged through the School District. A record of time and miles must be submitted with each invoice. A log of each extra-curricular trip must be kept on an Excel spreadsheet. The log must include, but is not limited to date, time, athletic trip location, and miles per trip. The Contractor shall maintain a record of the driver and each route and when the assigned driver is changed.

The School District shall have the right to audit the mileage and billing records and examine the reporting records in a manner which does not unreasonably interfere with conduct of the Contractor's business. All invoices shall include the applicable dates as well as mileage for approval. Any invoice without this information will result in delay of payment. Any excesses in charges disclosed by an audit shall be refunded within five (5) days after notice of the excess to the Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, the Contractor shall pay to the 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 the School District to conduct any audit.

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

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

The School District shall be responsible for payment to the Contractor for only those special education and activity routes which are 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 the School District.

All parking fees and tolls on activity runs shall be reimbursed by the School District.

17. Prompt Payment Discount. The Board of Education recognized that there are obligations, which, if paid on a timely basis, could gain discounts. The CFO is authorized to pay expenses at a time, which will offer the best financial advantage to the School District. Bidders should include their discounts in the space provided on the proposal sheet. For example: 2/10 Net 30. **Cash discounts will not be taken into consideration in determining the lowest bid.**

18. Tax Exemption. The 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 the 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.

19. Insurance and Indemnification.

a. Insurance Coverage.

The Contractor shall carry, pay for, and keep in force, with insurance companies rated A VII or better by Best's Key Rating Guide the coverages provided below. Such insurance shall name the School District, its board, board members, officers, employees, agents and volunteers as an additional insured on a primary and noncontributory basis and, in addition, such coverage shall insure members of the Board of Education, the School District's officers, employees and agents in all of their official capacities, and other persons, firms or corporations as the 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

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General Liability policy to include the indemnification provisions under Section 19.b below. A certificate of insurance shall be provided to the School District evidencing the coverage below and must include a requirement of a thirty (30) 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 (10) days prior to the termination of the original policy. A waiver of subrogation must be included in favor of the School District. Also, an alternate employer endorsement naming the School District must be included.

- (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
 - \$5,000,000 Personal & Adv Injury
 - \$1,000,000 Per Person for any one accident
 - \$5,000,000 For 2 or more for any one accident
 - \$10,000 Medical Payments (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) Umbrella Liability
 - \$5,000,000 Per occurrence
 - \$5,000,000 General Aggregate

Follow form excess of all primary coverage.

The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The Commercial General Liability, Automobile Liability, Umbrella or Excess Liability insurance policies shall name SCHOOL DISTRICT, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the SCHOOL DISTRICT. CONTRACTOR shall provide SCHOOL DISTRICT with certificates of insurance and/or copies of policies reasonably acceptable to the SCHOOL DISTRICT evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling SCHOOL DISTRICT to terminate this

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Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insurance company having first given at least 30 days prior written notice to the School District.

b. Indemnification.

The Contractor shall indemnify, defend and hold harmless the School District and its Board, Board members, officers, employees, agents, and volunteers, 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 the School District and its Board members, officers, employees, and agents, as herein provided. The School District will not accept deviations from the indemnification language in this Section.

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

Appointment of counsel under the Contractor's duty to defend shall be subject to the School District's approval.

20. 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 the school district in the first year is for \$1,000,000, a bidder should provide a bid security in the amount of \$100,000. The Board of Education shall be the named payee of said certified check or bid bond. If the Contractor refuses to enter a contract with the 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.

21. Performance Bond. Prior to June 1, 2024, the successful Contractor shall furnish a Performance Bond to the School District in an amount equal to one hundred percent (100%) of the full amount of the contract with the School District. The performance bond must be from a surety company with at least an "A" rating in Best's Key Rating Guide. Such bond shall be in a form and with a surety acceptable to the School District and shall not include a limitation period shorter than provided by Illinois law.

The bond shall be in accordance with A.I.A. Document A312 (2010). The Contractor shall pay the cost of premiums for the said bond. The bond 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 the 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 said duties for the entire duration of the Contract.

The Performance Bond must be updated for any contract extension that has been approved by the School District.

As part of its bid, the Contractor shall list the cost of its performance bond for the School District. During any year of the Contract, the School District may request the Contractor to waive the performance bond and the Contractor shall pay to the School District within 14 days after notice of such waiver the amount the Contractor would have incurred if it had obtained the performance bond for that school year.

22. Contractor Fiscal Responsibility. To ensure good service and ability to replace old buses/vheicles, the Bidder must show a line of credit available from one or more banks and verification of that credit by an officer of the bank. At a minimum, bidders must be able to provide evidence of financial credit or resources to purchase the fleet as described in these specifications. In addition, the School District may require evidence that the successful contractor has the financial resources to meet ongoing operational demands. This may include but is not limited to copies of recent audits or financial reports. Before award of the Contract, the 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.
23. Termination of Contract by Reason of Default.
- a. If the Contactor or its drivers or employees at any time fail to comply with the terms of the Contract 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 may, at its discretion, terminate its Contract, or any portion hereof, as provided herein.
 - b. In the event that the 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.

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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 have remained in effect as of the date that such notice was given. In the event that the School District does not notify the Contractor that the defect has been cured, the Contract shall be deemed terminated without further action on the date of termination stated in the notice.

- c. The date of termination stated in the notice of intent to declare the Contractor in default, as provided in “b” above, may not be sooner than thirty (30) calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by the Contract or failure to comply with any and all applicable laws, including, but not limited to the continuing maintenance of insurance coverage, maintenance of current drivers’ licenses for each bus driver, and compliance with vehicle safety regulations, in which event the date of termination may be five (5) calendar days following the date of such notice.
- d. In the event the Board 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.

24. Termination of Contract without Cause. The School District may at any time and after providing one hundred and twenty (120) days prior written notice to the Contractor terminate this Contract without cause.

25. Contractor Representations. The Contractor has represented with the submission of its Bid and hereby represents to the 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 backups) or has documented financial ability and means to acquire the same sufficient to perform the Contract adequately and properly in accordance with the Bid Documents and applicable laws.
- c. The Contractor acknowledges that the 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.

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- 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. To the extent the Contractor's representations conflict with these bid documents, the terms of the bid documents shall control.
- f. The Contractor has provided letters from its banks attesting to the Contractor's financial condition.
- g. The Contractor represents and covenants that no official, employee, or agent of the School District (i) has been employed or retained to solicit or aid in the procuring of the Contract; and (ii) will be employed or otherwise benefit from the Contract without the immediate divulgence of such fact to the School District.
- h. The Contractor certifies that all 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 District upon request, as well as a copy of driver's licenses.

26. School District Reliance. In entering a Contract with the Contractor, the School District has relied upon the Contractor's representations, resume and financial condition letter submitted with the bid. The 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.

27. Miscellaneous.

- a. The successful bidder shall enter a separate contract with the School District, which contract shall be in substantially the form of the agreement included with these Bid Documents as Exhibit J, which contract will incorporate the terms of these bid specifications and conditions.
- b. Payments on any invoice shall not prevent the School District from making a claim for adjustment on any item(s) 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):

Ms. Felicia Stanley
Evanston Township High School District No. 202
Room H-114
1600 Dodge Avenue
Evanston, Illinois 60201

TRANSPORTATION SERVICES FOR SPECIAL 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 ten (10) years of experience providing transportation services for special education students in K-12+. Companies with less than ten (10) years' experience may also submit a proposal if the Principals of the Company have a minimum of ten (10) years management experience in student transportation services for transportation services for special education students in K-12+. The transportation manager of the Contractor must have a minimum of five (5) years of experience in pupil transportation management in Illinois.

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

1. Name and address of the operating company.
2. Name, address, telephone number and specific responsibility of supervisory management of personnel directly responsible for the operation of the School District.

Include detailed resumes, with experience, educational background, and references for each.

The School District reserves the right to interview and has final approval of the transportation manager assigned to the School District's operations.

The transportation manager is an employee of the Contractor and under no circumstances is to be considered an employee of the School District; provided that the School District has the right to require the Contractor to replace the transportation manager. The Contractor shall provide timely notice to the School District when a member of the Contractor's management team is no longer employed by the Contractor or no longer assigned to the School District's account.

3. Duration and extent of experience in the operation of educational transportation services.
4. A list of all current transportation with 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 (5) years that were terminated or partially terminated prior to the end of expiration of the contracted term and/or for cause, 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. At a minimum, the Staff positions should include a manager, two (2) dispatchers, route coordinator, and safety manager. These key positions should operate independently of each other. These employees shall be issued cellular telephones with text messaging capabilities and their contact information shall be provided to the School District.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

BID SPECIFICATIONS

1. Scope of Work. The District provides transportation to Regular Education, Special Education and Vocational Education Students; however, this bid package is limited to Special Education and does not include Regular or Vocational Education Transportation services. A Contractor must bid on all Special Education services for the District. The Contractor shall furnish equipment and personnel sufficient to fulfill the Special Education student transportation requirements of the District as may be designated under this contract by the Director of Transportation.
2. Number of Attendance Days. Calendars of the School District programs will vary from program to program. The School District projects a minimum of 176 days based on the program unless there is an emergency closing of schools due to weather, absence of utilities, pandemic, governmental regulation, or other force majeure type of event, etc. See Exhibit B for school hours and the 2024-2025 school calendar.
3. Transportation of Special Education Students. Special Education students are transported round trip per door-to-door, plus some transfers from school to school, and/or facility to school. There may be a need to transport students on a Saturday for special events and services should be made available in order to take advantage of that option.
4. Term. The term of the Contract will be for one (1) year, beginning on July 1, 2024, and ending on July 31, 2025. The School District and the Contractor will establish a transition schedule by May 30, 2024. The School District reserves the right to extend the Contract for a maximum term of two years on the same terms and conditions as is set forth herein; provided that the base rates for the 2025-2026 and the 2026-2027 school years 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.

In the event the District extends the contract for the maximum two (2) years, the Contractor will complete the 2026-2027 year summer school term ending August 2027.

5. Vehicles/Buses.
 - a. Furnishing of Equipment and Personnel. The Contractor shall furnish equipment and personnel sufficient to fulfill student transportation requirements of the School District as may be designated under the Contract by the School District Transportation Coordinator and/or Assistant Superintendent. A description of the transportation needs of the School District is also referenced. The Contractor shall furnish and operate only those buses which comply with Illinois Statutes and Illinois State Board of Education directives in effect throughout the duration of the contract that regulates the use of school buses in the State of Illinois.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

- 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. The School District will require the use of various types of vehicles, including, without limitation, school buses and taxis. Throughout these bid documents, if appropriate considering the context, the term bus shall also include all other vehicles used by the School District.
- 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. A bus which is not in safe mechanical condition may not be operated on highways until it has been repaired and passes subsequent inspection. The Contractor shall provide necessary supplies, parts, and service to maintain all buses in safe, rust free, clean, and sanitary condition inside and out.

Buses used to transport students must not have previously been in salvage or junk status.

All buses used for Extended School Year (summer school) transportation under this Contract shall be equipped with operating air-conditioning systems for medically fragile students and be available for use during the regular school term where required.

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

The average age of the contractor's bus fleet will not exceed five (5) years. No vehicle more than eight (8) years old and/or with 150,000 miles shall be operated, unless specifically approved in writing by the respective District Transportation Coordinator and/or Assistant Superintendent. This includes replacements for contract vehicles that may be out of service due to mechanical failure or accident damage.

In addition, the 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 vehicle shall be cleaned and left in broom swept condition each day.
- (v) The School District may require the Contractor to disinfect vehicles interiors to decrease the potential of infectious diseases.
- (vi) Each vehicle's exterior shall be washed at least once a week, weather permitting.

Logs of the above specifications are subject to District review upon request.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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

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

d. Inspection.

- (i) The Contractor shall ensure 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 the school district certifying that the vehicle is safe for use. Buses not passing inspections shall not be used until conditions have been corrected. A certification of safety and safety stickers must be always displayed.
- (ii) The 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 the 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 the School District and maintain such records for the review of the 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 vehicle and the proposed equipment for the school vehicle shall be subject to approval by the School District's Transportation Coordinator and/or Designee.

f. Equipment.

- (i) All vehicles 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

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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 cold weather starting.

All buses must be equipped with front and rear cameras with audio, a capacity of thirty (30) days, and software to review footage on request. If the transporting vehicle is a minivan, only one camera with audio is required. The Contractor shall be responsible for training staff on the proper usage of the equipment.

- (iii) The Contractor shall ensure that cameras installed on buses are in working order and shall immediately report to the School District if the cameras are not functioning properly. All images recorded on the District's routes shall be made available to the District's Transportation Coordinator immediately upon request. It will be the Contractor's responsibility to provide video clips from specific times frames to District Administrators or the Transportation Coordinator. The digital clip files must be stored by the Contractor for a minimum of ninety (90) days.

The Contractor will provide to the Transportation Coordinator the equipment (software and hardware) necessary to view the digital devices.

The Contractor understands that the District has sole rights to the recordings and must approve all distribution and viewing of any recording of District students, route, etc.

The Contractor's use, storage, and transmission of information recorded on the video recording devices shall be in accordance with all federal laws and State laws, including the Illinois School Student Records Act (105 ILCS 10/1 *et seq*).

All vehicles must be GPS equipped and enabled. Real Time routes information shall be provided to the District when requested. The District has the right to request access to the GPS system (web based) to gather pertinent information such as on time performance, late buses, stop times, route time, speed, etc.

- (iv) Contractor must utilize a district-approved routing software solution to propose routing solutions and share route and scheduling data electronically.
- (v) Contractor must also include first-aid kit, gloves, padded seats, stop-arms, school bus flashers, emergency exit, reinforced roof, safety-glass windows, seat belts, and clearly visible markings on all buses. Seatbelts, fabric restraining harnesses, safety vests, or suitable alternative devices, shall be considered basic equipment on all buses. Wheelchair students on lift buses will require a back-up restraint system. The above equipment and shoulder straps, special supports, wheelchair locking devices, child seats (car seats), safety vests and all other special safety devices shall be provided when they are deemed

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

necessary by those School Districts personnel directly responsible for the students and shall be provided by the Contractor.

- (vi) The cost of this equipment is to be included in the base rate. An additional special assistance rate will not be charged.
- (vii) Contractor agrees that the maximum number of persons that Contractor will permit to occupy any vehicle is the seating capacity established by the vehicle manufacturer.
- (viii) Buses that transport obese, non-ambulatory, or severely injured students shall be structured and reconfigured to accommodate these students. For wheelchair bound students, chair lifts, ramps, or other devices suitable to the School Districts will be provided for easy entrance and exit from the bus and permit a student to enter the vehicle and be removed from the vehicle without removal from the student's wheelchair and shall be provided by the carrier. All buses which transport wheelchair students, must be equipped to accommodate all varieties of wheelchair, manual and motorized. In addition, all vehicles shall be equipped with forward facing wheelchair secure systems.

If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present the 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 the School District's notification to the Contractor of the approval of the School District's awareness of the Contract. The Contractor will provide the Transportation Coordinator a thirty (30) day notice of availability and/or a contingency plan that the above requirements have been met.

- (ix) Upon the request of the School District, the Contractor agrees to demonstrate its equipment to the School District. Maintenance records on all vehicles shall be available at the School District's request.
- (x) Contractor agrees that any and all vandalism damage to Contractor's equipment shall be the responsibility of Contractor. The School District shall endeavor to assist the Contractor with resolution of vandalism problems when student behavior is in question. The School District's responsibility shall extend only to facilitation of parent communication and student discipline.
- (xi) Contractor agrees to provide sufficient standby vehicles (a minimum of one standby vehicle for every ten vehicles scheduled for regular operation, or pro rata thereof, within each bid category) to ensure uninterrupted service in the event of mechanical breakdown of a vehicle. There must be a similar sized or larger capacity standby vehicle available. Wait time should not exceed thirty (30) minutes for any breakdown or accident. In the

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

event of an accident, police action may prevent utilization of a vehicle within this timeline; however, the vehicle must still be available within this timeline.

- (xii) Contractor agrees to equip and maintain all standby vehicles with appropriate safety equipment to the standard of maintenance and equipment for vehicles serving district routes.
- (xiii) It is understood that if any bus equipment owned by the Contractor is condemned in whole or in part during the term of the Contract, it shall be replaced by the Contractor without expense to the School District and without claims for adjustment per diem, or per trip. No substitution of unauthorized conveyances will be allowed, except in the case of any emergency, after authorization by the School District.
- (xiv) All vehicles used by the Contractor shall have been submitted to a safety test and have secured a certificate of safety furnished by the Illinois Department of Transportation as set forth in Section 13-109 of the Illinois Vehicle Code. 625 ILCS 5/13-109

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 the 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 inspection sticker number.
- (iii) Capacity of vehicle.
- (iv) Special alteration made to vehicle(s) to accommodate students with disabilities.
- (v) Ownership of vehicle(s).
- (vi) 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.

6. Fuel Costs. The Contractor shall furnish all fuel to be used in its performance of the Contract. There shall be NO negotiations or changes in the bid language for the entire first year of the contract (2024-2025) for Fuel Escalator Clause.

7. Facility and Dispatching Operations.

a. Office Space and Maintenance Facilities.

The Contractor shall provide bus repair, maintenance facilities and storage for its bus fleet and any replacement buses. The Contractor shall purchase, furnish, and supply all lubricants,

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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, and lighted, have facilities for employees and staff as well as have fuel tanks with sufficient storage capacity. The Contractor will have a fully operational building and garage as evidenced by having an occupancy permit issued by the appropriate authority.

If the Contractor does not have adequate office space and maintenance and storage facilities at the time of award of the Contract, the Contractor shall provide, within ninety (90) days after award of the Contract, 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 with the School District.

The bus fleet must be dispatched from within fifteen (15) miles from the School District's administrative offices located at 1600 Dodge Avenue, Evanston, Illinois, unless written approval is granted otherwise by the 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 always operable and provide for easy access by the School District. The Contractor shall maintain telephone and text messaging communication with the School District's Transportation Coordinator and the Contractor must man telephones during the time students are being transported. Cell phone numbers and text messaging addresses must be available to the 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 the school district's routes has completed said routes.

The Contractor shall maintain access to email and text message communications with the school district. Multiple email and text message addresses are to be provided to the School District for transfer of daily information.

The operations office shall be maintained within 15 miles from the School District's administrative offices located at 1600 Dodge Avenue, Evanston, Illinois, unless written approval is granted otherwise by the School District.

8. System Communications

- a. The successful contractor must have working knowledge of the Edulog Software system
- b. The Contractor shall have a computer system able to receive data information from the School District's student information system.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

- c. The School District shall pre-approve all the Contractor printed communication. The Contractor will provide the District with route information in an electronic format acceptable to the District.

9. Spare Buses

- a. The Contractor shall maintain a fleet of spare buses, and extra-curricular buses equal to at least 20% of the District operating fleet as may be required to meet the needs of the School District and so no service request is denied, nor will any service be subcontracted.

10. Extended School Closures.

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

PERSONNEL REQUIREMENTS

1. General.

The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of the School District as specified herein. The School District requires the appropriate level of management, supervisory, and technical personnel to execute this transportation contract. At a minimum, the Contractor must employ the following full-time personnel to exclusively service the School District:

- a. Transportation Manager
- b. Two (2) Dispatcher
- c. Route Coordinator
- d. Safety Manager

The School District reserves the right to interview and approve, at its sole discretion, the transportation manager, two (2) dispatchers, and route coordinator that initially serve the School District under the Contract. The School District also reserves the right to approve any change of personnel for these four (4) positions. If there is a change in personnel, the School District reserves the right to interview and approve, at its sole discretion, any replacement.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

The transportation manager and/or key personnel (i.e. above management team) must be on duty between 5:30 am and 5:30 pm.

The Contractor shall not permit any its employees, driver, monitors, aides, contractor or agents to perform any work related to this Contract who would be prohibited from being employed by the School District due to a 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 to have contact with students. The Contractor shall make every employee, driver, monitor, aide, contractor, or agent who will have direct contact with students submit to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee, driver, monitor, aide, contractor or agent has contact with students. The Contractor will conduct and pay for the costs of the background checks and provide all results to the School District. Additionally, at least quarterly, the Contractor shall check if an employee, driver, monitor, aide, contractor or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

No driver will be assigned to the School District who would be prohibited from obtaining or keeping the required bus permit or would otherwise prohibit the driver from being employed by the 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 removed from assignment at the School District. The Contractor shall keep a copy of the driver's criminal history records check on file. A copy of the Illinois State Police criminal history records check can be requested by the School District.

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 by July 1, 2024.

Contractor shall provide the School District with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook. Additionally, proof of annual training on characteristics of students with disabilities or coordination with the district to provide such training is required.

2. Drivers.

- a. The Contractor shall be highly selective in the hiring of its drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the School District. The School District reserves the right to require the removal or transfer of any driver, monitor or aide as determined solely by the School District. Bus drivers previously removed from the District for unacceptable performance will not be allowed to return under a new contract.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

- b. While transporting students, buses shall not be operated by any person other than a licensed school bus driver with a school bus driver permit meeting all requirements for drivers as set forth by the Illinois State Board of Education and the Illinois Secretary of State and the Illinois Vehicle Code. The Contractor shall not permit any person to operate a vehicle if the person has not complied with the provisions of the Illinois Vehicle Code and other administrative rules governing the classification, restriction or licensing of persons required to hold a school bus driver permit.
- c. The District requires a lead driver to be assigned to all schools with five (5) or more buses. The 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 substitute driver shall be used for the entire absence of the regular driver.
- g. Each driver assigned to duties in the performance of the Contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. The use of any assistant under the age of twenty-one (21) years requires the written approval of School district representatives.
- h. The Contractor shall maintain a sufficient number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent, equal to at least 10% over the regular scheduled drivers for daily routes. These substitute drivers shall be familiar with the area served by the school district. Contractor shall provide written notice to the School District when a substitute driver is used, along with the route number that the substitute driver is assigned to.
- 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 School District. Upon notification by the Illinois Secretary of State to the Contractor that an employee assigned to the District that the employee's school bus driver permit has been suspended or cancelled, the Contractor must notify the District of the suspension or cancellation within two business days.
- 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

- k. Drivers 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 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 School District. Any recommendations for deviations from the normal route must be approved by the School District in writing 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. No later than July1, the Contractor shall provide the School District with a copy of its drug testing policy for drivers, a listing of the 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 the 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 the 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 and copies of such permits.
 - (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) Driver license number and date of expiration and copies of driver 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 via fingerprint.
 - (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).

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

(xiv) Documentation of training in Blood Borne Pathogen Training.

- p. The Contractor shall not allow bus drivers to have any children (ride-alongs) riding the bus that is not assigned to the route.

3. Monitors/Aides.

- a. Due to the population served, regular bus monitors/aides or 1:1 bus aides are sometimes required. Bus aides are to be provided by the School District in accordance with all applicable laws and regulations. Aides may be required to possess special training, such as, in suctioning and seizures, and behavior management training. Training will be administered at the supervision of the School District program staff when needed. Aides requiring a special program in servicing will need to be made available by the School District.
- b. Any 1:1 bus aide may be removed should the student, to which the aide is assigned, cease the need for transportation.

4. Training.

- a. The Contractor shall make all drivers available for the Contractor paid in-service training a minimum of twice a year, or in accordance with State law. Meetings and agendas shall be jointly planned by the Contractor and the School District. Presentations are intended to include information about the unique needs of the School District's students. One meeting for the School District shall occur before the start of the school year and one meeting for the School District after the first of the year at a mutually agreed upon location. The 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. The School District reserves the right to hold up to school building specific Drivers' meetings with mandatory attendance.
- b. The Contractor shall hold safety meetings regularly for drivers and monitors.
- c. Evacuation drills will be scheduled by the 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 participate. The Contractor shall provide the training and staff time to effectively execute these drills. Drills will normally be held on the School District's property during normal school hours. Evacuation time and expenses are to be paid by the Contractor.
- d. All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor as requested by the School District and/or the Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

- e. The Contractor shall administer a safety program for its drivers. This program shall include, but not be limited to, regularly scheduled safety meetings for the Contractor's personnel. A schedule of these meetings will be provided to the school district. A supervisor shall ride with every driver at least once each semester for the purpose of observing driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules and regulations, including adherence to published time schedules. The Contractor shall maintain a schedule of these rides and shall provide the School District with a monthly summary of driver evaluations conducted during the previous month. In addition, the School District designee may, from time to time, ride to observe driving practices.
- f. The Contractor shall maintain documentation showing all dates, times, topics, and a list of attendees for all training provided to its employees. Contractor shall promptly provide the School District with the documentation upon request.

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

SAFETY AND DISCIPLINE

1. Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the safety of the children shall take precedence. It shall be a primary obligation of the Contractor to operate its affairs so that the 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 (not more than twenty-four (24) hours after the incident) be reported in writing using a Bus Conduct Report to the Designated Administrator at the respective building of the School District. The driver is responsible only for discipline required to operate the bus safely, beyond this point, the driver should ask for assistance. If, in the opinion of the driver, the behavior of any person in the vehicle threatens or prohibits the driver from operating the vehicle, the driver shall stop the vehicle and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonable thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Final authority in matters of discipline shall rest with the 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 Director of Special Education, Amy Verbrick, the Associate Principal, Educational Services, Keith Robinson, or Associate Principal, Student Services Mia Lavizzo.

3. Under no circumstances may a driver refuse to transport a student without express consent from the Transportation Coordinator.
4. The driver shall, within twenty-four (24) hours of any disciplinary incident, advise the school principal or designee of all serious misbehavior on the bus and shall assist the administration in obtaining whatever information is desired with respect to each incident.
5. 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.
6. While transporting students, drivers shall not leave the vehicle unattended.
7. Unless otherwise agreed to in writing by the 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 the School District and is assigned to that particular bus run or route.
8. No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students; however, the 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

10. The School District reserves the right without obligation to assign, or request the contractor assign, transportation aides on buses at any time to assist students and/or drivers should the need arise. The cost for such aides will be borne by the School District and shall in no way relieve the contractor of responsibilities related to each bus route.
11. All vehicles operated for the School District must be a smoke-free environment.
12. Vehicles will not be fueled while students are on board.
13. All vehicles 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.
14. Before exiting the vehicle, 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.
15. 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 School District's Director of Transportation all known pertinent information regarding incidents of vandalism including date, route and, if possible, name of the student.
16. Drivers and aides will use the utmost care in assisting all students. No student will be dropped off unsupervised without prior approval from the School District. Drivers shall supervise the loading and unloading of their buses.
17. Driver and/or aides are solely responsible for properly securing all wheelchairs and mobility devices. The Contractor is responsible for providing proper fitting harnesses or safety vests for those students designated as needing them. Bus personnel are responsible for making sure students are properly secured by parent(s)/guardian(s) at the home and District personnel at the schools. The Contractor is responsible for providing the training necessary in securing procedures for their driver/aide staff.
18. Starting of buses and idling of buses are not permitted during the loading and unloading of students except at bus stops off school grounds unless District approval has been granted. Exceptions can be granted by the Director of Transportation for extreme weather conditions.
19. Drivers are required to walk through their bus to the rear at the end of each run, work shift or work day, immediately following the final stop to check for the following: students, 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.
20. 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.

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

SERVICE REQUIREMENTS AND CONDITIONS

1. School Calendar. All transportation will be in accordance with the 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, the school district shall furnish the Contractor with a tentative calendar for the following year. Subsequent changes to the school district's calendar and/or individual school calendars will be furnished to the Contractor in a timely fashion. Attached is the school district's approved calendar for the 2024-2025 school year (Exhibit C).

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 Transportation Coordinator. Special Education students are pick-up and delivered door-to-door. Students shall be delivered to an adult, older sibling, or latch key authorization from parent(s). NO change in place of pick-up or drop-off for any student shall be affected without notice to and approval from the School District's Director 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 School District's Transportation Coordinator. Any deviation from this procedure must have the approval of the School District's Transportation Coordinator. If no adult or older sibling is home at the time of drop-off and there is no latch key authorization from the parent, the driver shall act in accordance with School District policies and shall contact the School District's Transportation Coordinator for the School District or his or her designee.
- 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 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 School District's Transportation Coordinator 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 District. 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 confirmation to the School District's building administrator 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. Contractor shall use best efforts to have sufficient buses on hand to provide field trip service for the school district that are scheduled to arrive back to the school site by 3:00 p.m.
- d. Homebound buses must be parked in place prior to the school dismissal bell and will not depart until released by a representative from the school.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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 the front door.
4. Designated Students. Only pupils designated by a School District's Transportation Coordinator 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 Transportation Coordinator. The School District will advise the Contractor regarding specific guidelines for ridership.
5. Adds and Drops. The 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 the School District. Contractor will not implement any calls taken from parents. Contractor will only communicate with the Transportation Coordinator when said routes need changing or adjusting.
6. Absences. The Contractor is responsible for reporting any student absences in excess of three (3) consecutive days to the School District.
7. Informing Parents. The Contractor will be responsible for informing all parents of schedule pick-up and return times at the start of the school year. The Contractor shall maintain a consistent schedule with regard to pick-up and return times.
8. 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 School District's Transportation Coordinator. The only exception to this rule will be a vehicle breakdown situation.
9. 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, depending on the location and & traffic conditions of the occurrence of the breakdown. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall also notify the School District contact by phone and text message. The School District shall provide annually a list of the School District contacts to the Contractor.
10. Accurate Records. The Contractor will keep accurate records of the number of days per month Special Education students are scheduled for transportation. All pupil information obtained from the School District or from pupils is to be considered proprietary and may not be shared with any person except in compliance with the Illinois School Student Records Act, 105 ILCS 10/1, and subject to the approval of the School District.
11. Public Relations. The Contractor, in cooperation with the School District, shall cooperate with the community and news media so that any pertinent items affecting the transportation program or the patrons of the School District can be brought to the attention of the public.
12. Accidents. In the event of an accident in which students are on board, the Contractor is responsible for notifying the Transportation Coordinator and the specific school where the students attend by telephone within ten (10) minutes, and then by written report filed within twenty-four (24) hours.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

The Contractor is responsible in the event of any accident to follow established procedures, including the prompt obtaining of any necessary medical assistance, the notification of the responsible police department and to assist the District in parental notification if so requested.

In the event of an accident where the driver is in part or in whole responsible 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. Should any accident occur involving a bus assigned to the school district, with or without students on board, the Contractor will immediately notify the 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.

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

The Contractor will work with the 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.

In an evacuation closing, the Contractor will follow instructions from the School District's Transportation Coordinator. The Contractor shall not receive additional compensation for operation during evacuations.

14. Service Interruption. In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, the School District shall maintain the right to secure and substitute other transportation services and shall not be required to pay the Contractor.

If the cost of the substitute transportation services is higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, provided, however, that the 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 School District.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

15. Postponement or Cancellation of Bus Routes. In the event of severe weather conditions, snow or other inclement weather which creates hazardous driving conditions, the Contractor shall have the responsibility to inspect the conditions of roads on the designated routes and to recommend to the School District's Superintendent or designated representative whether the buses can be operated safely prior to 4:30 a.m.

The 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.

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

- 16.. Reduction in Student Attendance Days. If student attendance days fall below 176 days by ten or more days, the parties may engage in good faith negotiations to adjust Contractor rates prior to the end of the then current school year. If the parties cannot reach an agreement regarding rates, either party may terminate the agreement after providing the other party with 90 days prior written notice.
17. Management Review Meetings. The School District reserves the right to call quarterly management review meetings between the Contractor's senior management and the school district to review ongoing operational performance.

TRANSPORTATION SERVICES FOR SPECIAL 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 Contractor and the School District shall jointly develop all schedules and routes based on stop and rider information provided by the 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. All schedules and routes are subject to approval by the School District. Final determination of the routing rests with the School District. The Contractor will supply the 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 the 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 the School District's written approval. The District has the right to add temporary stops to the run within the route that does not go beyond the drivers' paid time at no additional fee. 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 ensure that all buses will meet the schedules in order to avoid service disruption at the student's home and at the School District. The School District shall establish the starting and closing times for individual classes and students. The School District may permanently alter starting and closing times.
3. Changes to Routes. Once the routing plan has been fully approved by the District, the Contractor without the consent of the District may not change it. Change may be agreed to via telephone, but must be confirmed within three (3) business days by written message with the Transportation Coordinator. The District may require route changes based upon changing student population or other needs. 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 School District. The Contractor shall attempt to minimize the costs to the 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. The 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 community will be referred to the School District for a decision. Any changes the driver feels should be made for convenience must be approved by the School District. The School District reserves the right to specify the type of vehicle used on all routes.
5. Route Sheets. Upon the establishment of all routes in the summer/fall of each year, and the approval by the School District, the Contractor will supply the School District with route sheets at least one week

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

prior to the opening of school. The School District programs may start on varying schedules. Route sheets must indicate the route number, the name of the driver, the cab number, the name of each student riding the route, the pickup time and bus stop 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. The Contractor will arrange routing so as not to blend the School District students with those of another contract, unless permitted by the School District. A full updated set of route sheets will be provided to the School District upon request and, if requested by the 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 School District.

6. Ridership Reports. The Contractor shall submit to the School District on an “as requested” basis a Ridership Report covering one week for each “To and From” school route for each school building. The report shall indicate seating capacity of the vehicle serving the route and the number of students entering the vehicle at each pick-up point for each route and the times for each pick-up. The purpose of the Ridership Report is to ensure that routes are efficiently loaded and to provide data on which to base decisions regarding route removal, combination and expansion. The Contractor shall provide ridership counts to the School District upon request.
7. Data. Student data submitted by the Contractor shall include the number of students to be transported as known at the time and any special transportation requirements related to these students, such as:
 - a. Length of trip;
 - b. Pick up and drop off points;
 - c. School District start and ending times;
 - d. School District calendar; and
 - e. Special equipment or special needs.
8. Start of Year; each driver shall complete:
 - a. Dry-Runs. Prior to the first day of school each year the Contractor shall, on the date and time prescribed by the 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 the 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 School District. If the School District has an orientation day prior to the first day of school, the School District may request that students be permitted to ride on the buses used for the dry-runs.

Dry-Runs should be practiced by the drivers prior to the mock-run for accuracy. The Mock-Runs are announced to the community so that parents can witness the actual schedule day.
 - b. Mock Runs. Prior to the first day each school year, the Contractor shall on the prescribed day by the School District complete a full mock school day of all runs of the driver complete route.
 - c. Dry-Runs and Mock-Runs are to be completed at no cost to the District

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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 the School District.
10. Route Rates. 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.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

AWARD OF CONTRACT

1. A contract, if awarded, will be awarded based on the criteria set forth in 105 ILCS 5/10-20.21 (a) (xvi). Thus, the Contracts will be awarded by first considering, in the School District's sole discretion, the Bidder most able to provide safety and comfort for pupils with special needs or disabilities (which consideration shall be based on, without limitation, the Bidder's safety record, recommendations, and equipment), stability of service (which consideration shall be based on, without limitation, the Bidder's experience, years of serving special needs students and financial stability), and any other factors set forth in this request for bids regarding quality of service, and then price. The successful bidder agrees to execute a contract in substantially the form of the contract attached as Exhibit J.

2. Bidders may submit a bid for any of the following areas of the special education student transportation contract. The school district reserves the right to award separate contracts to different bidders, combine contracts, or award all of the contracts to one bidder. ***Please indicate a discount in percentage for award of contract portions awarded to a sole vendor.***
 - (1) **COOPERATIVE EDUCATION (TRANSITION HOUSE)** – students are picked up from their homes in Evanston and transported to 1724 Lemar St., Evanston, Illinois.
 - (2) **SPECIAL EDUCATION ATHLETIC EVENTS TRANSPORTATION** - on an "as ordered" basis. Please base quotes for these events on a per bus, per event, per location, per trip, cost basis.
 - (3) **ETHS THERAPEUTIC SCHOOL-** students are picked up from their homes in Evanston and transported to 1233 Hartrey Ave, Evanston, Illinois
 - (4) **"IN-DISTRICT" SPECIAL EDUCATION TRANSPORTATION** - from student's home in District 202 to Evanston Township High School and return at the end of the school day. Costs should be based on portal-to-portal pick-up and return of students each day that school is in session during the school year. Students shall be picked up at their homes and delivered to Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois, and returned to their homes at the completion of the school day, beginning at 8:00 AM on **Monday, August 12, 2024**. ***NOTE: There is a possibility this run may include wheelchair and ambulatory students, and it is understood vehicles used to transport these students shall have handicap accessibility equipment equivalent to those used to transport medically fragile individuals.***

Name of Program	Approx Stud ents	Vehicle Option		No. of Aides
		Taxi	Capacity Van	
ETHS – DLP				

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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- (5) "OUT-OF-DISTRICT" SPECIAL EDUCATION TRANSPORTATION - from student's home in District 202 to schools within Chicago/near suburbs area and return at the end of the school day. (See Exhibit D for pick-up locations).

Name of Facility	Approx. Students	Vehicle Option		No. of Aides
		Taxi	Capacity Van	
Arlyn 2789 Oak St, Highland Park	0			
Cove School 350 Lee Rd, Northbrook	14			
Easter Seals 1939 W. 13th St., Chicago	0			
High Road School 580 Slawin Ct, Mt. Prospect	1			
JCFS 3145 Pratt, Chicago	4			
Little Friends 619 E. Franklin, Naperville	0			
Maryville Jen 1150 N. River Rd., Des Plaines	0			
Menta Hillside 4100 Warren Ave, Hillside, IL	0			
Menta West 3049 W. Harrison St, Chicago	2			
Molloy 8701 Menard Ave, Morton Grove	0			
New Hope West 3250 N. Arlington Heights Rd, Arlington Heights	6			
New Hope East 3250 N. Arlington Heights Rd, Arlington Heights	1			
Northshore Academy 760 Red Oak Ln., Highland Pk	4			1

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

Jeanine Schultz 2101 W Oakton St, Park Ridge	2		
The Learning House 5110 Capitol Dr, Wheeling	1		1
Safe Haven 909 Muir Ave, Lake Bluff	2		
Soaring Eagle Academy 800 Parkview Blvd, Lombard	1		
Sonia Shankman "O School" 6245 S Ingleside Ave, Chicago	5		
South Campus 909 E Wilmette Rd, Palatine	2		

3. The School Board district reserves the right to reject any or all bids or partial bids received whenever such rejection is in the best interest of that School District and reserves the right to waive any irregularities. The Board of the 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 the school district to determine the Contractor's responsibility:
 - a. The ability to provide safety and comfort for pupils with special needs or disabilities.
 - b. Stability of service.
 - c. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements in rendering past services.
 - d. The experience and efficiency of the Bidder.
 - e. The sufficiency of the financial resources and the ability of the Bidder to perform the Contract and provide the services.
 - f. The quality, availability, and adaptability of the equipment, or contractual services, to the particular use required.
 - g. The condition of and/or availability of the equipment to be used by the Bidder.
 - h. The ability of the Bidder to provide maintenance and service in the performance of the Contract.
 - i. The location of the Bidder's facilities for housing and servicing transportation vehicles.
 - j. The ability of the Bidder to recruit, train, and supervise the personnel necessary to fulfill the Contract.
 - k. The quality of references from previous contracts or services; whether with the School District or another organization.
 - l. The compliance by the Contractor with laws, ordinances, and policies.
 - m. Such other information may be secured by the School District that bears on the decision to make the award.
 - n. Price of the bid.

TRANSPORTATION SERVICES FOR SPECIAL 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 delivery service are expected to be provided to the School District at all times during the term of the Contract.
2. The 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 school district's Transportation Coordinator of the event and the Transportation Coordinator, in his or her discretion, determines that the Contractor's reason for the service violation is valid. The school district's Transportation Coordinator will utilize current service expectations when assessing penalties.

- a. Late AM drop off at school program site after final bell to the school district's Transportation Coordinator, **50% of route cost per occurrence, via GPS report.**
- b. Late PM arrival at school site after dismissal bell **50% of route cost per occurrence, via GPS report.**
- c. Late pickup for activity bus routes (athletic; field trips; etc.) later than 10 minutes than scheduled departure time and/or late drop off for activity bus routes (athletic; field trips; etc.) later than 10 minutes than scheduled arrival time, **\$100, via GPS report.**
- 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. No service to or from a regularly scheduled route. **Cost of route per occurrence.**
- f. Leaving a child on a bus after the Contractor has completed the last stop and the Contractor has completed a proper sweep of the bus, will the penalty of **\$10,000.00 per occurrence** be charged to the Contractor.
- g. GPS with camera system or radio non-operational: **\$1,000 per occurrence**
- h. Child Safety – Letting special education students off the bus at the wrong stop without a parent present to receive the student. **\$1,000 per occurrence.**
- i. Failure to produce acceptable audio and video recordings or GPS data upon request, **\$500 per occurrence.**
- j. To ensure student safety, buses must not be started or idled until all students have boarded or disembarked at school. This is particularly important when students need to walk between buses. Prior School District approval must be obtained before deviating from this protocol. Violations will result in a penalty of **\$1,000.00 per occurrence.**

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT A

SCHOOL DISTRICT BOUNDARY MAP

ETHS Zoning Map

Untitled layer



District 202 Zone Map
Boundaries

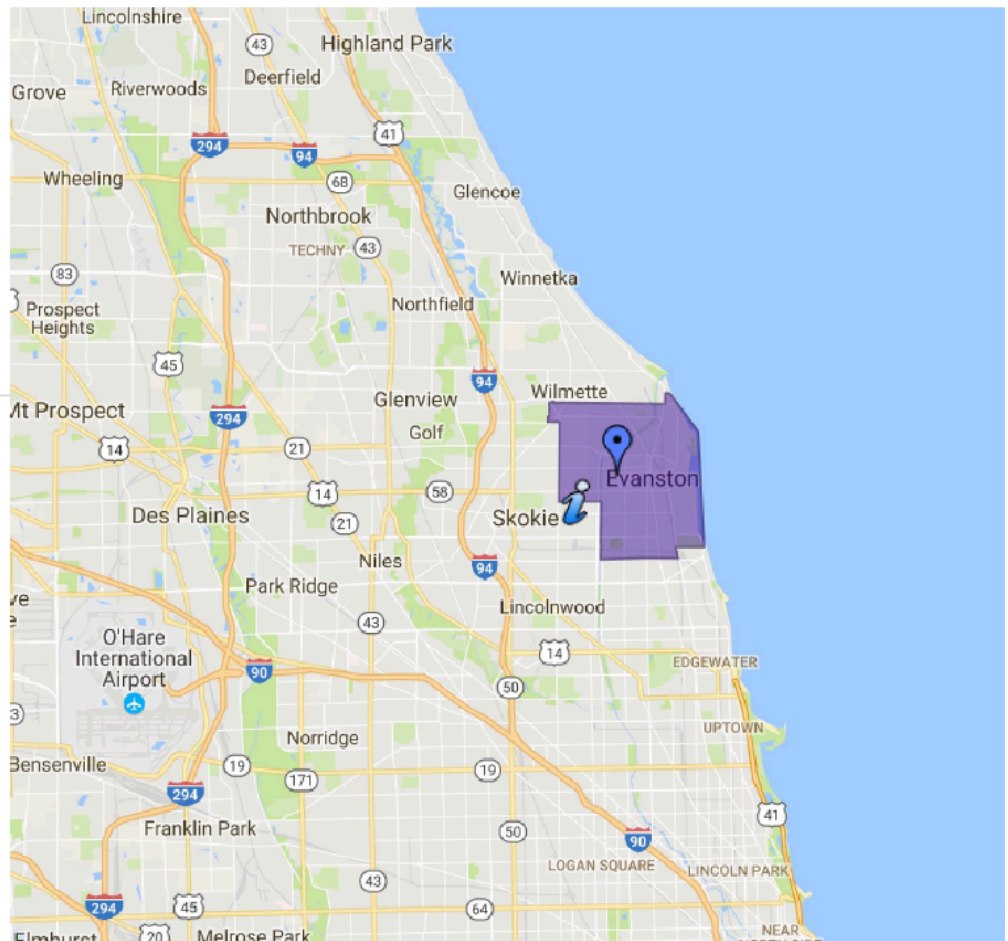


Evanston Township High
School



Skokie Greenleaf ETHS - Niles
North

This map lists the boundaries
of Evanston Township High
School District 202.




Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT B

SCHOOL HOURS

 ETHS Bell Schedule										
Wildkit Mondays		Orange Days (T/Th)		Blue Days (W/F)		Early Dismissal		Late Start		
Early Bird 7:10-7:50am		Early Bird 7:10-7:50am		Early Bird 7:10-7:50am		Early Bird 7:10-7:50am		Early Bird -none-		
AM Support 8:00-8:25am		AM Support 8:00-8:25am		AM Support 8:00-8:25am		AM Support 8:00-8:25am		AM Support -none-		
Block 1 8:30-9:03am		Block 1 8:30-9:55am		Block 2 8:30-9:55am		Block 1 or 2 8:30-9:40am		Block 1 or 2 9:35-10:45am		
Block 2 9:08-9:41am										
Block 3 9:46-10:19am		Block 3 10:05-11:30am		Block 4 10:05-11:30am		Block 3 or 4 9:50-11:00am		Block 3 or 4 10:55-12:05pm		
Block 4 10:24-10:57am										
Lunch 1 11:02-11:35	Block 5 11:02-11:35	Lunch 1 11:40-12:20	Block 5 11:40-1:05	Lunch 1 11:40-12:20	Block 6 11:40-1:05	Lunch 1 11:10-11:50	Block 5 or 6 11:10-12:20	Lunch 1 12:15-12:55	Block 5 or 6 12:15-1:25	
Block 5 11:40-12:13	Lunch 2 11:40-12:13	Block 5 12:30-1:55	Lunch 2 1:15-1:55	Block 6 12:30-1:55	Lunch 2 1:15-1:55	Block 5 or 6 12:00-1:10	Lunch 2 12:30-1:10	Block 5 or 6 1:05-2:15	Lunch 2 1:35-2:15	
Block 6 12:18-12:51pm		Block 7/ Announcements 2:05-3:35pm		Block 8/ Announcements 2:05-3:35pm		Block 7 or 8/ Announcements 1:20-2:30pm		Block 7 or 8/ Announcements 2:25-3:35pm		
Block 7 12:56-1:29pm										
Block 8 1:34-2:07pm										
Staff Professional Development 2:20-4:00pm						Assembly 2:40pm				
Student Dismissal 2:07pm		Student Dismissal 3:35pm		Student Dismissal 3:35pm		Student Dismissal 2:30pm		Student Dismissal 3:35pm		

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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The **regular school day schedule** at ETHS runs from 8:00am – 3:35pm. Some departments offer “early-bird” classes that meet from 7:10-7:50 am Monday-Friday for juniors and seniors. The first day for Early Bird PE is the 2nd day of school. Students in need of academic support can meet with their teachers from 8:00-8:25am. Classes begin at 8:30am on Wildkit Mondays and continue through block 8, 33-minute periods until 2:07pm. Classes begin at 8:30 on Orange Days (T/TH) and continue through block 7, 1 hour 25 minute blocks until 3:35 pm. Classes begin at 8:30 on Blue Days (W/F) and continue through block 8, 1 hour and 25 minute blocks until 3:35 pm. Time between classes is 5 minutes (1-minute warning bell) on Wildkit Mondays and 10 minutes (1-minute warning bell) on Orange & Blue Days. Each student has a daily lunch period. Students who have Lunch 1 will start their Block 5/6 classes at 12:30pm (after lunch). Students who have Lunch 2 will start their Block 5/6 classes at 11:40 am (before lunch). Other bell schedules are in place for early dismissal days, and late start days.

Regular Day. This bell schedule is used on all regularly scheduled days of the academic school year.

PD Monday. Professional development (PD) is scheduled for staff on Mondays during the school year.

Early Dismissal. Days such as pep rally days and days before certain breaks are marked as early dismissal days on the calendar and will follow this bell schedule.

Late Start Day. On rare occasions, late start days are scheduled during the school year. Late start days might also be scheduled due to unexpected weather incidents.

ETHS THERAPEUTIC DAY SCHOOL	Regular Day Bell Schedule Tuesday - Friday (42min. periods) *PM Support (39min.)
AM Support <i>Announcements</i>	8:00 – 8:13am
Period 1	8:15 - 8:57am
Period 2	8:59 - 9:41am
Period 3 <i>Study Hall/Duty</i>	9:43 - 10:25am
Period 4 <i>Study Hall/Duty</i>	10:27 - 11:09am
Period 5 <i>Teacher & Student Lunch</i>	11:11 - 11:53am 5a: 11:11 - 11:31 5b: 11:33 - 11:53
Period 6	11:55 -12:37pm
Period 7	12:39 - 1:21pm
Period 8 PE	1:23 - 2:05pm
Period 9 PE	2:07 - 2:49pm
*PM Support (Required for students who participate in activities at the main campus immediately after school)	2:51 - 3:30pm

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TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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Alternative School			
	Monday	Tuesday-Friday	Tuesdays & Thursdays
	<i>35 min classes</i>	<i>55 min classes</i>	<i>4:00-7:00 pm</i>
AM1	8:45-9:20	8:45-9:40	
AM2	9:25-10:00	9:45-10:40	
AM3	10:05-10:30	10:45-11:40	
Lunch	10:30-12:15	11:40-1:00	
PM1	12:15-12:50	1:00-2:10	
PM2	12:55-1:30	2:15-3:05	
PM3	1:35-2:09	3:10-3:55	

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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EXHIBIT C

Evanston Township High School District 202																																																							
2024-2025 School Calendar DRAFT																																																							
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<div> <div>School Closed / Non-Attendance Days</div> <div>Late Start Day / Half Day</div> <div>Conferences/Open House</div> </div> <div> <div>Staff Institute Day (No School for Students)</div> <div>First and Last Day of School</div> <div>Exam / Testing Days</div> </div> <div> <div>* End of Marking Period</div> <div>[] Emergency Days</div> <div>Conference/Non-attendance for students</div> </div>																																																							
<p>Aug 6 New Staff Orientation</p> <p>Aug 8-9 Staff Institute Days - No School for Students</p> <p>Aug 12 First Day of School for Students</p> <p>Aug 29 Open House</p> <p>Aug 30 Late Start Day</p> <p>Sep 2 Labor Day - No School</p> <p>Sep 19 Fall Conferences-Non-attendance Day for students</p> <p>Sep 20 Late Start Day</p> <p>Oct 3 Non-Attendance Day (No School)</p> <p>Oct 11 End of 1st Quarter</p> <p>Oct 14 Half Day for students</p> <p>Oct 23 WildKit Futures Day - In-service; Half Day for students</p> <p>Nov 5 Election Day - No School</p> <p>Nov 11 Veterans Day - No School</p> <p>Nov 25-29 Fall Break</p> <p>Dec 20 End of 1st Semester</p> <p>Dec 23 - Jan 3 Winter Break</p> <p>Jan 20 MLK JR. Day of Service - No School</p> <p>Feb 17 Presidents' Day - No School**</p> <p>Feb 27 Spring Conferences-Non-attendance Day for students</p> <p>Feb 28 Late Start Day</p> <p>Mar 7 End of 3rd Quarter</p> <p>Mar 24-28 Spring Break</p> <p>Apr. 18 Non-Attendance Day - (No School)</p> <p>May 8 Last Day of School for Seniors</p> <p>May 18 Commencement - Class of 2025</p> <p>May 23 Last Day of School (grades 9-11)-End of 2nd Semester</p> <p>May 26 Memorial Day - No School</p> <p>May 29 - Jul 10 Summer School</p> <p>Jun 19 Juneteenth - No School</p> <p>Jul 4 Independence Day - No School</p>																																																							
<p>DRAFT DATE MAR 8, 2023</p> <p>**May be used as a make-up day for an emergency/severe weather closure. Please note that should make-up days be required at the end of the school year, Summer School start and end dates will be adjusted. Any Non-Attendance Day may be used as a make-up school day if necessary. This calendar is subject to change. Please visit the ETHS website (www.eths.k12.il.us/domain/219) to download the most up-to-date calendar. DRAFT RESULT OF ALIGNING SPRING RECESS WITH D65 - CC Mtg. 2 22 2023. Mar 8, 2023 revisions based on results of the 10AM Mgmt Team Meeting.</p> <p>2024-25 School Calendar DRAFT result of Mgmt Tm Mtg 3 8 2023</p>																																																							

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT D

“OUT OF DISTRICT” FACILITIES

As of this printing below is a listing of current student addresses to the various “out-of-district” facilities.

Arlyn	High Road - Mt Prospect	Cove	Easter Seals
	1411 Emerson St	704 South Blvd 330 Ashland Ave 2104 Lincoln St 2710 Princeton Ave 3116 Central St 808 Forest Ave 2150 Lincolnwood Dr 1018 Wesley Ave 729 Emerson St 2455 Prairie Ave 8839 Lincolnwood Dr 719 Dobson St 1818 Lemar Ave 3205 Park Place	
JCFS	Little Friends	Maryville Jen	Mentra Hillside
3044 Central St 8706 N Drake Ave 527 Custer Ave 1232 Darrow Ave			
Mentra West	Molloy	New Hope West & East	Northshore Academy
1800 Dodge Ave 1916 Foster St		2244 Wesley Ave 9515 Crawford Ave 2120 Harrison St 2645 Asbury Ave 841 Judson Ave 2657 Stewart Ave 3034 Isabella St	1800 Main St 3445 Park Place 9231 Crawford Ave 1221 Greenwood St
Jeanine Schultz	The Learning House	Safe Haven	Soaring Eagle
1101 Washington St 1932 Dodge Ave	1718 Payne St	826 Washington St 9025 Samoset Trail	835 Lincoln St
Sonia Shankman “O” School	South Campus		
817 Chicago Ave 1835 Lincoln St 702 South Blvd 717 Central St 822 Sherman Ave	8736 East Prairie Rd 1101 Washington St		

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT E

BID CALCULATION

Contractor may bid on any or all items numbered 1-5, being sure to completely fill in all information requested. LEAVE NO BLANK SPACES, unless unable to bid a specific category. Bid must be submitted in the format listed below. **Please indicate any discounts offered for award to sole vendor.**

The Bid respectfully submitted the _____ of _____, 2024.
(date) (month)

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____ TELEPHONE _____

NAME OF REPRESENTATIVE _____

AUTHORIZED SIGNATURE _____ DATE _____

Where Bidder is a Corporation, Add Corporate Seal Here:

1. COOPERATIVE EDUCATION (TRANSITION HOUSE)

	2024-2025	2025-26	2026-27
Trip cost			
Extra Run			

2. SPECIAL EDUCATION ATHLETIC EVENTS STUDENT TRANSPORTATION

		2024-25	2025-26	2026-27
A. Per hour rate	Up to 25 miles rt			
	26-50 miles rt			

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

B. Per hour rate (trip length 6-12 hrs rt)	51-75 miles rt			
	76-100 miles			
	100+ miles rt			
	Up to 25 miles rt			
	26-50 miles rt			
	51-75 miles rt			
	76-100 miles			
	100+ miles rt			
	Up to 25 miles rt			
	26-50 miles rt			
C. Per hour rate (trip length 12+/overnight)	51-75 miles rt			
	76-100 miles			
	100+ miles rt			
	Up to 25 miles rt			
	26-50 miles rt			

3. ETHS HARTREY DAY SCHOOL TRANSPORTATION

For Day School list number of daily vehicles: _____

	2024-25	2025-26	2026-2027
Daily rate per vehicle			
Extra Run			

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

4A. "IN-DISTRICT" SPECIAL EDUCATION TRANSPORTATION

For DLP Program list number of daily vehicles: _____

	2024-25	2025-26	2026-2027
Daily rate per vehicle			
Extra Run			

4B. IN THE EVENT ONE IS NEEDED, PLEASE ENTER COSTS FOR HANDICAP ACCESSIBILITY EQUIPPED BUS:

	2024-25	2025-26	2026-2027
Daily rate per vehicle			
Extra Run			

5. "OUT-OF-DISTRICT" SPECIAL EDUCATION TRANSPORTATION (May Bid Any/All)

	Arlyn	Cam elot	Co ve	Connection 's Academy	East er Seal s	High Road	Jeanin e Schult z	JCFS	Julia Ed	Molloy
Daily # of vehicles										
2024-25										
Extra runs										
2025-26										

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

Extra runs									
2026-27									
Extra runs									

	Maryville Jen	Menta Hillside	Menta West	New Hope West	New Hope East	NorthShore Academy	Orchard Acad	Safe Haven	Soari ng Eagle
Daily # of vehicles									
2024-25									
Extra runs									
2025-26									
Extra runs									
2026-27									
Extra runs									

	Sonia Shankman							
Daily # of vehicles								
2024-25								
Extra runs								
2025-26								
Extra runs								
2026-27								

Extra runs								
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Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

PERFORMANCE BOND

If required, the annual cost of the annual 100% Performance Bond or Letter of Credit shall be:
\$ _____

The cost of the Performance Bond or Letter of Credit shall not be used in the calculation or determination of the lowest responsive and responsible bidder, but shall be added to the cost of the Contract, if required.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

EXHIBIT F

ADDENDA RECEIPT

MUST BE RETURNED WITH THE BID DOCUMENT TO DISTRICT

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.

CONTRACTOR

DATE

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL 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.
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References

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

Company Name	Address	Phone No.
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School District Name	Address	Phone No.
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Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

Other School district

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

<u>Company Name</u>	<u>Address</u>	<u>Phone Number</u>

<u>School District Name</u>	<u>Address</u>	<u>Phone Number</u>

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT H

CERTIFICATES

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)

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.

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.

EQUAL EMPLOYMENT

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

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

CRIMINAL BACKGROUND INVESTIGATIONS

Contractor shall cause or permit criminal background investigations to be conducted, in accordance with Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) for all of Contractor's, and Contractor's subcontractors', employees and officials who may be present at the job site or otherwise have contact with Owner's students. Contractor will not permit any such official or employee to perform services under the Agreement unless (i) the criminal background investigation has been completed for the official or employee; and (ii) the official or employee is not prohibited from employment by the Owner by reason of a conviction enumerated under Section 10-21.9. Further, Contractor shall not permit any individual to perform services under this Agreement who is required to register under the Sex Offender Registration Act, 730 ILCS 150/1 *et seq.*

Name of Bidder (Please Print)

Submitted by

Title

Date

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT I

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 District of their full compliance with the specifications and conditions. No deviation shall be made part of the Contract unless specifically agreed to by the contracting school district.

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

Submitted for consideration by:

Name of Bidder

Bid submitted by:

Address

Title

Phone Number

Date

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT J

FORM CONTRACT

CONTRACT FOR TRANSPORTATION SERVICES

THIS CONTRACT is made as of the effective as set forth in Section 17 of this Contract by and between _____, having a principal place of business at _____, (“Contractor”), and the Board of Education of Evanston Township High School District No. 202, Cook County, Illinois (“Board”), as follows:

1. **Scope of Services.** The Board retains Contractor to provide special education transportation services and transportation equipment, as more fully described in the attached Bidding Documents, in accordance with Contractor’s Bid Proposal for the 2024-2025 school year, with an option for the Board, at its sole discretion, to renew the Contract for the 2025-2026 and 2026-2027 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 special education students and Exhibits A-K, all of which are attached as Exhibit 1 to this Contract and incorporated herein by reference and together with this Contract for special 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 one (1) year, beginning on the first day of the 2024-2025 school year and ending on the last day of the school term in the year 2025. The School District reserves the right to extend this Contract for a maximum term of two years on the same terms and conditions as is set forth herein subject to the price increases outlined in the Bidding Documents.
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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

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.

Notices and communications to the School District shall be addressed to, and delivered at, the following address: Evanston Township High School District No. 202, Attn. Kendra Williams, Chief Financial Officer, Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois, 60201. Notices and communications to the Contractor shall be addressed to, and delivered at, the following address: _____.

8. 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.”
9. 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.
10. Binding Effect of Contract. This Contract shall insure 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.
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. 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. The Bidding Documents and the

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

Contract shall control over the terms of the Contractor's Service Proposal.

12. 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.
13. 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 thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.
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. 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 Cook County, Illinois, or the federal district court for the Northern District of Illinois.
16. Effective Date. This Contract shall be deemed dated and become effective on the date the last of the parties executes the Contract 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.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

[CONTRACTOR]

[THIS DOCUMENT IS A FORM. BIDDER'S DO NOT NEED TO SIGN THIS. ONLY THE SUCCESSFUL BIDDER WILL SIGN THIS AFTER AWARD IS MADE.]

By: _____
President

Date: _____

ATTEST:

By: _____
Its _____

BOARD OF EDUCATION OF EVANSTON
TOWNSHIP HIGH SCHOOL DISTRICT
NO. 202, COOK COUNTY, ILLINOIS

By: _____
Superintendent or Board President

Date: _____

ATTEST:

By: _____
Its Secretary

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

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

EXHIBIT K

ACKNOWLEDGEMENT OF SUBMISSION

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions 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. The undersigned acknowledges that its bid shall be valid for a minimum period of 90 days after the bid opening.

Name of Bidder

Bid submitted by, Signature

Address

Title

Phone Number

Date