

REQUEST FOR BID

Transportation Services For Curb To Curb Students



Joliet Public Schools District 86
420 N. Raynor Ave.
Joliet, IL 60435
(815) 740-3196
www.joliet86.org

In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

Joliet Public Schools District 86
 Bid Specifications and Conditions
**TRANSPORTATION SERVICES FOR CURB TO CURB
 STUDENTS**
*The following specifications and conditions will be incorporated as part of
 the final contract.*

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REQUEST FOR BID: TRANSPORTATION SERVICES FOR CURB TO CURB STUDENTS

I INSTRUCTIONS

The Board of School Inspectors of Joliet Public Schools District 86, Will County, Illinois (hereinafter referred to as the “Board of School Inspectors”, the “Board,” the “School District” or the “District”), will receive bids for Transportation Services for Curb to Curb Students of the School District. The contract period will be for the school years 2024-2025, 2025-2026, 2026-2027 and summer school of 2025, 2026, and 2027. All bids must be submitted to the School District no later than **Tuesday, April 30, 2024 at 11:30 a.m.** at which time they will be opened and read aloud at Joliet Public Schools District 86 Administration Center, 420 N. Raynor Ave., Joliet, Illinois. Faxed or electronic bids will not be accepted. Bidders interested in attending the bid opening should arrive prior to **11:30 a.m. on Tuesday, April 30, 2024.**

Bids and any questions related to the bid are to be addressed to:

Ms. Tamara L. Mitchell, SFO, Asst. Superintendent for Business & Financial Svcs./CSBO
Joliet Public Schools District 86
420 N. Raynor Ave.
Joliet, IL 60435
Phone number: (815) 740-3196
Email: tmitchell@joliet86.org

Each proposal must be submitted on the bid form provided with the Bid Specifications and Conditions and must be contained in a sealed opaque envelope which shall be endorsed on the outside thereof with the following information:

- a) Original Sealed Bid for Transportation Services for Curb to Curb Students
- b) Name and Address of Bidder

All contractors submitting bids are invited to attend a bidder’s meeting at **2:00 p.m. on Thursday, April 11, 2024** at Joliet Public Schools District 86 J.F. Kennedy Administrative Center, 420 N. Raynor Ave., Joliet, IL 60435. The purpose of the meeting will be to answer any questions regarding these specifications.

The Board of School Inspectors reserves the right to reject any or all proposals, if deemed to be in the best interest of the School District. 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.

II. GENERAL CONDITIONS

1. **Bidding Documents.** Bidding documents may be obtained from the District website www.joliet86.org or the J.F. Kennedy Administrative Center, Monday-Friday, 8:00 a.m. – 4:30p.m.at:

Joliet Public Schools District 86
420 N. Raynor Ave.
Joliet, IL 60435

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 Contract
 - j. Exhibits A-0
2. **Submission and Required Submittals.** Each bidder (hereinafter referred to as the “Bidder” or the “Contractor”) must submit its bid on the forms provided with these specifications. Bids shall be in a sealed opaque envelope properly marked with the title of the bid **“Original Sealed Bid for Transportation Services for Curb to Curb Students”**, name and address of bidder and delivered to Joliet Public School District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435, on or before **Tuesday, April 30, 2024 at 11:30 a.m.** Bids must contain the following:
 - a. Signed bid documents, exhibits, and certificates.
 - b. Written evidence that (i) the Bidder has a minimum of ten (10) years experience operating buses and transporting public school children and (ii) its transportation manager has a minimum of five (5) years experience in pupil transportation management in the State of Illinois.
 - c. Written evidence that the Bidder has sufficient buses equipped for the convenience, safety and comfort of the students.

- d. 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.
 - e. Written evidence establishing the financial stability of the Bidder, which shall include copies of the most current audit and management letters as well as a letter from a bank or banks stating the financial condition of the bidder.
 - f. The safety record of the Bidder, including a report describing the Bidder's safety program and safety experience.
 - g. A list of all 2022-2023 and 2023-2024 contracts held in Illinois. Include a list of all contracts terminated or partially terminated early in the last five (5) years and why.
 - h. Age of buses to be utilized for the transportation services.
 - i. Ability to provide cameras on buses.
 - j. Insurance certificates in accordance with the requirements provided herein.
 - k. Written evidence that the Bidder will be able to obtain the performance bond required herein.
 - l. Location of a facility from which the Bidder will operate. Facility to accommodate all buses necessary to service the District and staff must be located within fifteen (15) miles from Joliet Public School District 86's administrative offices located at 420 N. Raynor Ave., Joliet, IL 60435. Note: Bidder must have such facility established by August 1, 2024.
 - m. Statement of ownership acknowledging that Bidder owns or leases all of its buses.
 - n. Description of Bus Maintenance Program
 - o. Additional Driver Policy and Procedures
 - p. A timeline of how the Bidder expects to be ready for the first day of school.
 - q. Other items listed under Qualifications for Bidders.
3. Pre-bid Meeting. All Bidders submitting bids are invited to attend a bidder's meeting at 2:00 p.m. on Thursday, April 11, 2024 at the J.F. Kennedy Administrative Center, 420 N. Raynor Ave., Joliet, Illinois. The purpose of the meeting will be to answer any questions regarding these specifications.

4. Signing Bids. Persons legally qualified to sign such documents must sign all bids. If they are signed by any person other than the President of the Contractor, or by an agent, or by an attorney-in-fact, the authority of the person who signs the proposal is required. Bids, which are signed for a partnership, shall be signed by one of the partners, or by an attorney-in-fact.
5. Late Bids. No bid received after the date and time specified will be considered. The bidder assumes the risk of delay in the handling or delivery of mail.
6. Preparation of Bids. All bids shall be completed with each space properly completed. The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and Bidders will be held strictly to the bids as submitted. All bidders will be bound by any and all math calculations, misquotes, or mistakes of any kind and to all terms contained in these bid specifications. Bids shall be without interlineations, or erasures. No oral, telephonic, facsimile or electronic bid or revision to a bid will be considered. Should the bidder find any discrepancies in or omissions from any of the documents, or be in doubt as to their meanings, the bidder shall advise the Assistant Superintendent for Business who will issue the necessary clarification to all prospective bidders by means of a written addenda. Oral explanations will not be binding. All bids submitted shall be valid for a minimum period of 90 days after the bid opening.
7. No modifications. Unless the Bidder so indicates, it is understood that the Bidder has bid in strict accordance with the specification requirements. In accordance with Illinois law once the bids are opened, such bids may not be modified in any way without the written approval of the School District. Any explanation or statement that the Bidder wishes to make must be placed in the same envelope with the bid but shall be written separately and independently of the bid and attached thereto. Any deviations should be included with Exhibit M of these Bid Documents. The School District has no obligation to accept any deviations.
8. Addenda: If clarification of the specifications/instructions is required, the School District will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the School District issues any changes to this Invitation for Bid and Contract, acknowledgement of receipt of such changes must be made to the School District in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the Request for Bid are not acknowledged, the School District retains the right to reject the bid as non-responsive. No addenda will be issued within seven (7) working days of the time and date set for the bid opening. Should the School District determine that clarification of the specifications/instructions is necessary within seven (7) working days of the time and date set for the bid opening, the time and date set for the bid opening may be delayed to allow issuing an addendum.

The subject matter of this Request for Bid is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the School District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

9. Bid Withdrawal or Changes: Bids may be withdrawn by letter, fax or in person prior to the time and date established for the opening of bids.
10. 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.
11. Bids are Property of the School District:
 - a. All completed bids and supporting documentation submitted shall be the property of the School District.
 - b. Until such time as a Contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the School District. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by School District employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the Contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the Contract.
12. No Gratuity to School District Employees. No employee or officers of the School District is to be extended any form of gratuity in connection with this Contract.
13. 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 this Contract at the expense of the Bidder.
14. 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.
15. Transfer or Assignment of Contract Funds. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Board having first been obtained. The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due the Contractor, shall cause the annulment of said transfer or assignment.

16. Independent Contractor. This Contract is for furnishing Curb to Curb student transportation services. In performing this Contract, the Contractor is an independent contractor and is not an officer, member, agent or employee of the School District.
17. Compliance with all Laws. This Contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

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

Further, by submitting a bid, the contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance 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.

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 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.

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

18. Record Keeping. The Contractor shall keep complete and accurate records of the reports which the Contractor prepares for the School District pursuant to this Contract. The Contractor shall provide the School District access to such records upon a request by the School District in a manner which does not unreasonably interfere with the conduct of the Contractor's business. In addition, the Contractor shall provide monthly detailed invoices to the School District.

The Contractor shall maintain a record of the driver of each route and when the assigned driver is changed.

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. The Contractor shall fully cooperate with all personnel authorized by the School District to conduct any audit.

19. Payments. Payments are approved by the Board of School Inspectors at the Board meetings each month provided the said service has been properly provided and accepted by the Board of School Inspectors.

The District issues checks to vendors on the second Thursday of each month. In order to receive compensation for services provided the Contractor shall on or before the first day of each month submit to the District a detailed statement showing all amounts due Contractor for the preceding calendar month. Payment for any disputed items may be withheld until mutual agreement is reached between the parties relative to the item or provision upon which the difference arises or until the matter is judicially resolved in accordance with the contract. Contractor shall furnish separate billings for all field trips, athletic trips, and other charter trips which are not a part of the regular daily routine. Such billings can be submitted to the District as soon as the trip is completed and all charges determined.

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

20. Adjustment in the Number of Buses. The District, in its sole discretion, shall determine the number of buses necessary to provide the necessary route services. In the event that the number of buses are increased or decreased from the fifty-five (55) buses identified in Exhibit D, In District Bus Usage, and/or the fifteen (15) buses identified in Exhibit E, Out of District Bus Usage, the contract price shall be increased or decreased accordingly, by the “daily bus rate” identified in Exhibit F, Contract Bid Form.
21. 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 transportation services. 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.
22. Insurance and Indemnification
 - a. Insurance Coverage

The Contractor shall carry, pay for, and keep in force, with insurance companies rated A by AM Best the coverage 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 School Inspectors, 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 General Liability policy to include the indemnification provisions under Section 19b of the General Conditions below. The vendor’s insurance policies shall contain a covenant by the issuing company that the policies shall not be cancelled unless a thirty (30) day prior written notice of cancellation is given to the District. The cancellation provisions of the certificate of insurance shall be amended to include “notice will

be mailed.” Any wording like “endeavor to” shall be removed. In such case of termination of insurance coverage, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten days prior to the termination of the original policy.

The insurance provisions shall remain open for review and may be changed at any time by the School District.

A waiver of subrogation must be included in favor of the School District.

General Liability:

- \$1,000,000 each occurrence- including Bodily Injury, Property Damage, Blanket Contractual Liability
- \$5,000 Medical Expenses (any one person)
- \$1,000,000 Personal Injury & Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/completed Operations Limit

Automobile Liability:

- \$1,000,000 Combined Single Limit- Bodily Injury/Property Damage
- \$5,000 Medical Payments
- \$1,000,000 Uninsured Motorist/Underinsured Motorist

Worker’s Compensation:

- \$1,000,000- Employer’s Liability- Each Incident
- \$1,000,000- Employer’s Liability- Disease – Policy Limit
- \$1,000,000- Employer’s Liability- Disease – Each Employee

Umbrella/Excess Liability:

- \$15,000,000- Each Occurrence
- \$15,000,000- Aggregate

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

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 insurance protection required by these Bid Documents or the Contract, 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, agents and volunteers, 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.

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

23. Contractor Fiscal Responsibility. To ensure good service and ability to replace old buses, the Bidder must show a line of credit available from one or more banks and verification of that credit by an office of the bank. At a minimum, bidders must be able to provide evidence of financial credit or resources to acquire the fleet as described in these specifications. In addition, the School District may require evidence that the successful contractor have the financial resources to meet ongoing operational demands. This may include but is not limited to copies of recent audits or financial reports.

24. Termination of Contract by Reason of Default

- a. If the Contractor or its drivers or employees at any time fail to comply with the terms of this 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 this 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 this contract, then the School District may, at its discretion, through its Superintendent, send written notice to the Contractor indicating the intention of the School District to declare the Contractor in default.

In such notice, the School District shall state in what respect the Contractor has failed to comply with the terms of the Contract, and shall further state a date upon which the Contract will terminate, unless the

Contractor, prior to such date, cures the defect to the satisfaction of the School District.

If prior to the date of termination stated in said notice, the School District notifies the Contractor that the defect has been cured, the Contract will not terminate on the date stated in the notice but will have been deemed to have remained in effect as of the date that such notice was given. In the event that the School District does not so notify the Contractor that the defect has been cured, the 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 this 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 calendar days following the date of such notice.
- d. In the event the Board terminates this 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 this Contract to the extent not terminated.

25. Termination of Contract without Cause. The School District may at any time and after providing 60 days prior written notice to the Contractor terminate this Contract without cause.

26. 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 adequately and properly perform the Contract 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 this Contract since school enrollment and placements fluctuate from year to year.
- d. The Contractor has been a prime carrier of students for various school districts of comparable size.
- e. The remaining representations set forth in the Contractor's resume submitted with the Contractor's Bids are incorporated herein as though set forth in full.
- f. The Contractor has provided letters from its banks attesting to the Contractor's financial condition.
- g. The Contractor represents and covenants that no official, employee or agent of the School District (i) has been employed or retained to solicit or aid in the procuring of this Contract; and (ii) will be employed or otherwise benefit from this Contract without the immediate divulgence of such fact to the School District.
- h. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to the Illinois School Code, a criminal background and investigation check. Such background checks will be provided to the School District upon request, as well as a copy of the bus driver's drivers license.

27. School District's Reliance. In entering into this 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 this Contract is to be performed and expects Bidder to perform all work in accordance with the standards required by such expertise.

28. Miscellaneous

- a. The successful bidder shall enter into a separate contract with the District, which contract shall be in substantially the form of the agreement included with these Bid Documents as Exhibit N, 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 claim for adjustment on any item found not to have been in accordance with the provisions of this Contract.
- c. The validity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

III. QUALIFICATIONS FOR BIDDERS

Companies that are interested in submitting a bid must have a minimum of ten (10) years experience transporting students. 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 the area of student transportation services. The transportation manager of the Contractor must have a minimum of five (5) years experience in pupil transportation management in Illinois.

Each Bidder should furnish, as part of its bid, a complete description of its experiences in the field of transportation services. The following should be included as 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 Joliet Public School District 86.

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

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 District's account.

3. Duration and extent of experience in the operation of educational transportation services.
4. A list of all current transportation contracts 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 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 one (1) manager and one (1) dispatcher. 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 District.

IV. BIDSPECIFICATIONS

1. Scope of Work. The District provides transportation to Regular Education and Special Education Students; however, this bid package is limited to Curb to Curb services for the District. A Contractor must bid on all Curb to Curb services for the District. The Contractor shall furnish equipment and personnel sufficient to fulfill the Curb to Curb student transportation requirements of the District as may be designated under this contract by the Superintendent or Superintendent's designee.
2. Number of Attendance Days. Calendars of the School District programs will vary from program to program. The School district projects a minimum of 174 days based on the program unless there is an emergency closing of schools due to weather, absence of utilities, etc. See Exhibits B and C for the 2024-2025 school calendar and school hours.
3. Transportation of Curb to Curb Students. Curb to Curb students are transported round trip per day. There may be need to transport students on a Saturday for special events and services, and transportation services should be available for this potentially required need.
4. Term. The term of the Contract will be for three years, beginning on the first day of the 2024-2025 school year and ending on the last day of the summer school term in the year 2027. 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 additional renewal terms on the same terms and conditions as is set forth herein; subject to negotiations on pricing. The total Contract term, including renewals, shall not exceed ten (10) years.

In the event the District extends the contract term, the Contractor will complete the summer school term ending in August of the renewal term.

5. Vehicle/Buses.
 - a. Furnishing of Equipment and Personnel. The Contractor shall furnish equipment and personnel sufficient to fulfill the Curb to Curb student transportation requirements of the School District as may be designated under this Contract by the School District's Superintendent or Superintendent's designee. 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.
 - b. Number, Type and Size of Vehicles. The Contractor will provide the required number, type and size of vehicles to fulfill its obligations under the Contract.

- c. Condition of Buses. All vehicles operated by the Contractor shall be kept clean and free from all mechanical, operational, and structural defects, and under no circumstance shall a vehicle with a reported mechanical or operational defect be used with children aboard. 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 school buses 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 regularly assigned to all routes as of the first day of each school year shall not exceed seven (7) years. No vehicle more than ten (10) years old and/or with 150,000 miles shall be operated, unless specifically approved in writing by the District's Superintendent or Superintendent's designee. 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 buses must be air conditioned.
- (ii) All front and rear tires must have tread of at least 5/32 and no recaps are allowed.
- (iii) 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.
- (iv) The brake adjustments and fluid, will be checked at least weekly by a transportation garage employee and a log will be kept.
- (v) Each bus shall be cleaned and left in broom swept condition each day.
- (vi) The School District may require the Contractor to disinfect bus interiors to decrease the potential of infectious diseases.
- (vii) Each bus exterior shall be washed at least once a week, weather permitting.

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

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

d. Inspection.

- (i) The Contractor shall ensure that all vehicles used in the completion of this Contract will comply with all regulations concerning inspections. Per Illinois law, the Contractor shall have each vehicle inspected every six 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 certificate of safety and safety stickers must be displayed at all times.
- (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 and Post-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 months or as more frequently required by Illinois law and/or regulations.

e. Design.

The design of the school bus and the proposed equipment for the school bus shall be subject to approval by the School District's Superintendent or Superintendent's designee.

f. Equipment.

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

- (iii) All buses shall be equipped with minimum digital recording devices of a two (2) camera set-up providing audio and video with a capacity of thirty (30) days for all routes and field trips.
- (iv) 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.
- (v) All images recorded on the District's routes, whether recorded on a magnetic or digital medium, shall be made available to the Superintendent or Superintendent's designee immediately upon request. It will be the Contractor's responsibility to provide video clips from specific time frames to District Administrators. The digital clip files must be stored by the Contractor for a minimum of ninety (90) days.
- (vi) The Contractor will provide to the Superintendent or Superintendent's designee the equipment (software and hardware) necessary to view the digital devices.
- (vii) 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, routes, etc.
- (viii) The Contractor's use, storage, and transmittal 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).
- (ix) All buses shall be GPS equipped and enabled. Real Time route 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.
- (x) Contractor must have bus routing and scheduling software to propose routing solutions and share route and scheduling data electronically.
- (xi) 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 award of the Contract.

(xii) The Contractor will provide to the Superintendent or Superintendent's designee a thirty (30) day notice of availability and/or a contingency plan that the above requirements have been met.

(xiii) 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, regular supports, wheelchair locking devices, child seats (car seats), safety vests and all other special safety devices shall be provided when they are deemed necessary by those School District personnel directly responsible for the students and shall be provided by the Contractor.

(xiv) 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 District will be provided for easy entrance and exit from the bus and shall be provided by the carrier. All buses, which transport wheelchair students, must be equipped to accommodate all varieties of wheelchairs, manual and motorized. In addition, all vehicles shall be equipped with forward facing wheelchair secure systems.

(xv) 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 School District request.

g. Required Information Related to Buses.

No later than July 1, 2024, and January 15, 2025, and by July 1 and January 15 each year thereafter during the term of this 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) Ownership of vehicle.

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

(vi) 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 at its expense shall furnish all fuel to be used in its performance of the Contract.

7. Facility and Dispatching Operations.

a. Office Space and Maintenance Facilities.

The Contractor shall provide bus repair, maintenance facilities and storage for the bus fleet and any replacement buses. The Contractor shall purchase, furnish, and supply all lubricants, replacement parts, greasing, cleaning, washing, and such repairs as necessary to keep the buses in a good and safe operating condition at all times. The fully operational facility shall (at a minimum) be paved, fenced, lighted, and have facilities for employees and staff. Fuel tanks with sufficient storage capacity, or a readily available fuel supply, including public gas stations if necessary, must be accessible. The Contractor will have a fully operational building and garage as evidenced by having an occupancy permit issued by the appropriate authority.

Facility to accommodate all buses necessary to service the District and staff must be located within fifteen (15) miles from Joliet Public School District 86's administrative offices located at 420 N. Raynor Ave., Joliet, IL 60435. The bus fleet must be dispatched from said facility. If the Contractor does not have adequate office space and maintenance and storage facilities within 15 miles from the School District's administrative offices located at 420 N. Raynor Ave., Joliet, Illinois at the time of award of the Contract, the Contractor shall provide, within 30 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 by August 1, 2024.

b. Dispatching Operations.

Dispatcher(s) shall be maintained by the Contractor to answer telephone inquiries during normal operating hours of 6:30 a.m. to 5:30 p.m. (or until the last bus is cleared), and to ensure the efficient operation of the routes.

Telephone equipment shall be operable at all times and provide for easy access by the School District. The Contractor shall provide a dedicated access radio channel at its dispatch office that the School District can utilize for emergency communication. Multiple e-mail and text message addresses are to be provided to the District for transfer of daily information. Cell phone numbers and text messaging addresses of

the Contractor must be available to the School District on a 24 hour basis.

The operations office shall be maintained within 15 miles from the School District's administrative offices located at 420 N. Raynor Ave., Joliet, Illinois, unless written approval is granted otherwise by the School District.

c. System Communications

- (i) The Contractor shall have a computer system able to receive data information from the School District's student information system.
- (ii) The School District shall pre-approve all the Contractor printed communication.

d. Spare Buses

The Contractor shall maintain a fleet of spare buses equal to at least 10% 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 sub-contracted.

V. PERSONNEL REQUIREMENTS

1. General.

It should be understood that the transportation of school children is a unique and specialized professional service. It is of essence that the students be transported to and from school regularly, promptly, safely and without interruption or incident and that the safety of the children in such transportation shall take precedence over the interest of either the Contractor and its drivers or the District. It shall be a primary obligation of the Contractor to operate its affairs so that the District will be assured of this continuous, safe, and reliable service.

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 a minimum level of management, supervisory, and technical personnel. At a minimum, the Contractor must employ the following full-time personnel to service the School District:

- a. Transportation Manager
- b. Dispatcher(s)

The transportation manager and dispatcher(s) must be on duty between 6:30 a.m. and 5:30 p.m. (or until the last bus is cleared).

Contractor shall not permit any of its employees, drivers, monitors, aides, contractors or agents to perform any work related to this Contract whose criminal or other background would prohibit them from working with children under Illinois law or who have criminal convictions or engaged in other conduct which calls into question such individual's fitness to be in the vicinity of children.

Contractor shall provide the School District with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook.

2. Drivers

- a. The Contractor shall be highly selective in the hiring of drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the School District.
- b. The District shall have the right to require the removal of any person or driver employed by the Contractor who, in the District's opinion is not qualified or appropriate to operate a school bus or otherwise assist the Contractor in performing this contract form all District routes. Subject to this overriding right, however, the responsibility for hiring and discharging personnel in

respect to all of the foregoing shall rest entirely upon the Contractor, and the Contractor must agree that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way prevent the District from exercising such right.

- c. Bus drivers previously removed from the District for unacceptable performance will not be allowed to return under a new contract.
- d. While transporting students, buses shall not be operated by any person other than a licensed school bus driver meeting all requirements for drivers as set forth by the Illinois State Board of Education and the Illinois Secretary of State. 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.
- e. The District requires a lead driver to be assigned to all schools with five (5) or more buses to serve as a liaison between the drivers and District 86 staff. They shall assist with buses clearing and arriving.
- f. The School District expects that there will be consistency in drivers assigned to routes serviced under this Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.
- g. Drivers and other persons coming into contact with students must be able to communicate effectively in English both verbal and written. Bilingual drivers are desired but not required.
- h. Drivers shall not use or operate cell phones or use electronic communication devices while transporting students or while in direct supervision of the students.
- i. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. The use of any assistant under the age of twenty-one (21) years requires the written approval of School District representatives.
- j. 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.
- k. In the event of the removal or suspension of any driver, the Contractor shall immediately replace the driver without disruption in service.

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.

- l. Drivers shall not use indecent language, shall not smoke on the bus or on School District premises, nor permit students to cause disturbances on the bus.
- m. Drivers and aides shall be neatly attired and wear an identification badge at all times. Behavior and communication shall be appropriate at all times.
- n. 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 drivers directions for the route they are driving, and must clearly display bus numbers in bus windows.
- o. Drivers shall not deviate from the normal route, stops or time schedule except for reasons beyond their control. Deviations shall be reported to the Superintendent or Superintendent's designee.
- p. The Contractor shall notify the 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.
- q. Upon request, the Contractor shall provide the School District with a copy of its drug testing policy for drivers listing of all the School District's assigned bus drivers, including standby drivers, or as requested by the 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 this Contract under employment of the Contractor will be provided to the School District upon request. Costs relating to licensing and drug and alcohol testing of drivers, background checks, 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. Drivers license number and date of expiration.

- vi. Evidence of freedom from tuberculosis.
- vii. Proof of age.
- viii. Proof of drug testing.
- ix. Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check and Employment History Review as required by "Faith's Law (105 ILCS 5/22-94).
- x. First aid certificate.
- xi. Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
- xii. Name of any driver that is ticketed and/or arrested during the term of the Contract.
- xiii. Updated Motor Vehicle Reports (MVR).
- xiv. Documentation of training in Blood Borne Pathogen training.
- xv. The Contractor agrees that it will allow no person, other than students and supervisors of the bus company and drivers in training, to ride the bus without the written consent of proper school officials.

3. Monitors/Aides

- a. Bus aides may be hired by the Contractor or the School District, at the School District's request in accordance with all applicable laws and regulations. Each Bidder's proposal shall include the hourly rate to be charged for bus aide services and that is the rate that shall be charged for all requested bus aides.
- b. The following information for all bus aides involved in this Contract under employment of the Contractor will be provided to the School District upon request. Costs relating to licensing and drug and alcohol testing of bus aides, background checks, and yearly physicals will be the responsibility of the Contractor.
 - i. Name – first, middle, and last.
 - ii. Health certificates and date issued.
 - iii. Evidence of freedom from tuberculosis.
 - iv. Proof of age.
 - v. Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check and Employment History Review as required by "Faith's Law (105 ILCS 5/22-94).
 - vi. Any and all medications to include over the counter medications, to the extent the Contractor has the ability to respond.
 - vii. Documentation of training in Blood Borne Pathogen Training.

4. Training

- a. The Contractor shall make all drivers and monitors available for 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.

One (1) meeting shall occur before the start of the school year and one (1) meeting 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 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 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 District 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.
- 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 upon request a summary of driver evaluations. In addition, the School District designee may, from time to time, ride to observe driving practices.

VI. 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 be reported in writing using a Bus Conduct Report to the designated administrator at the respective school 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.

It is to be understood that decisions on disciplinary problems, suspensions or expulsions will rest with the District Principal, Superintendent or Board of School Inspectors Joliet Public School District 86. The driver is responsible only for discipline required to operate the bus; beyond this point, he/she would ask for help. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the Contractors central dispatch. Further administrative procedures and regulations shall be established cooperatively between the District and the successful bidder.

3. Under no circumstances may a driver refuse to transport a student without express consent from the Superintendent or Superintendent's designee.
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. 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 Superintendent or Superintendent's designee all known pertinent information regarding incidents of vandalism including date, route and, if possible, name of the student.

7. While transporting students, drivers shall not leave the vehicle unattended.
8. 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 with the exception of students on Better Me routes who are in 2nd grade and above. Drivers shall supervise the loading and unloading of their buses.
9. Drivers and/or aides are responsible for properly securing all wheelchairs and mobility devices. The Contractor is responsible for providing the training necessary in securing procedures for their driver/aide staff.
10. No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students; however, the School District reserves the rights to have an authorized School District employee ride on any vehicle on any route, without prior notice to the Contractor.
11. 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.
12. All buses operated for the School District must be a smoke-free environment.
13. Buses will not be fueled while students are on board.
14. 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 Superintendent or Superintendent's designee for extreme weather conditions.
15. 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.

VII. 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 School District calendar for the following year. Subsequent changes to the School District calendar will be furnished to the Contractor in a timely fashion. Attached is the approved School District calendar for the 2024-2025 school year (Exhibit B).

2. Pick Up and Delivery of Students.
 - a. Students will be picked up and delivered to the same location unless directed otherwise by the School District's Superintendent or Superintendent's designee. Curb to Curb students are picked-up and delivered at designated stops. Kindergarten and 1st grade students shall be delivered to an adult. 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 Superintendent or Superintendent's designee. Any deviation from this procedure must have the approval of the School District's Superintendent or Superintendent's designee. For Kindergarten and 1st grade students, if no adult is present at the time of drop-off, the driver shall act in accordance with School District policies and procedures and shall contact the School District's Superintendent or Superintendent's 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. Bus drivers shall not drop off a kindergarten or 1st grade student unless a parent or adult approved by the parents is present to accompany the student. Bus drivers should not deviate from the set routes or negotiate with parents regarding routes. The Contractor must contact the School District's Superintendent or Superintendent's designee and the school when routes are fifteen or more minutes late.
 - c. 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.

3. Student Information. The District will provide the successful Contractor with student documentation and specific medical information relevant to the student's transportation needs. The District will also provide arrival and dismissal times at each school, and the school's calendar (Exhibit B). However, deviations in schedules may occur from time to time and should be anticipated. Subsequent to providing this list, information on children added or dropped from transportation shall be provided to the Contractor by the Superintendent or Superintendent's designee in separate communications. Add(s) or drop(s) to bus routes will be implemented by the Contractor no later than the 3rd business day following notification from the District. All pupil information obtained from the District or from pupils is considered proprietary and may not be shared with persons under the Illinois School Student Records Act, 105 ILCS 10/1 and subject to the approval of the School District.
4. Display of Route Picture (number). The Contractor shall display on each bus a clearly visible route number or a numbering (picture) device on the side window next to front door.
5. Designated Students. Only pupils designated by the School District's Superintendent or Superintendent's designee may be permitted to ride on buses operated by the Contractor under this Contract. Under no circumstances may a driver refuse to transport a student without express consent from the School District's Superintendent or Superintendent's designee.
6. 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 3rd business day following notification from the School District.
7. No Vehicle Transfers. No student will be transferred from one vehicle to another while en route to or from school without the express permission of the School District's Superintendent or Superintendent's designee. The only exception to this rule will be a vehicle breakdown situation.
8. Student Records. All pupil information obtained from the School District or from pupils is to be considered proprietary and may not be shared with any persons except in compliance with the Illinois School Student Records Act, 105 ILCS 10/1, and subject to the approval of the School District.
9. 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.
10. Vehicle Break Downs. If during normal school hours a bus breaks down or cannot be safely or legally operated, another bus will be brought to the driver within twenty (20) minutes of the occurrence of the breakdown. The 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.

11. Accidents.

- a. In the event of an accident in which students are on board, the Contractor is responsible for notifying the Superintendent or Superintendent's designee and then the specific school where the students attend within ten (10) minutes, and then by written report filed within twenty-four (24) hours.
- b. 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.
- c. 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. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident.

12. Emergencies and Evacuations.

In an emergency closing, the Contractor will follow instructions from the School District's Superintendent or Superintendent's 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 Superintendent and/or Superintendent's 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 and aide 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 Superintendent or Superintendent's designee. The Contractor shall not receive additional compensation for operation during evacuations.

13. 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.

If the cost of the substitute transportation services are higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, provided, however, that 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 this Contract for each day rescheduled at no cost to the School District.

14. 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 notify the Superintendent or Superintendent's designee by 4:45 a.m. if they are capable of full operations (buses and drivers) to service the District.

The School District's Superintendent or designated representative shall 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.

15. 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.

VIII. ROUTES AND SCHEDULES

1. Development of Routes.
 - a. All bus routes shall be established by the district. Preliminary routes will be provided to the Contractor the first week of August. Final routes will be provided to the Contractor no later than two weeks before the first day of school. The Contractor shall work closely with the District in pairing the routes. The Contractor will attend an annual meeting with the district's transportation personnel, set at a mutually agreed, to review the pairing of routes. The District reserves the right to modify the pairing of routes and schedules to be followed and to make changes therein. The District will notify the Contractor whenever changes are necessary in routes or time schedules and the Contractor shall make every reasonable effort to adjust its operations so as to accommodate all such necessary changes.
 - b. All schedules shall be in keeping with the safety of school children so as to deliver students within a reasonable time prior to the opening of the various schools, and so as to return them to their respective bus stops within a reasonable time after the close of the school day. All time schedules will be supplied by the District. The School District may permanently alter starting and closing times.
2. Adjustment in the Number of Buses. The District, in its sole discretion, shall determine the number of buses necessary to provide the necessary route services. In the event that the number of buses are increased or decreased from the fifty-five (55) buses identified in Exhibit D, In District Bus Usage, and/or the fifteen (15) buses identified in Exhibit E, Out of District Bus Usage, the contract price shall be increased or decreased accordingly, by the "daily bus rate" identified in Exhibit F, Contract Bid Form.
3. 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.
4. Route Sheets. Upon the establishment of all routes in the summer/fall of each year, the School District will make available to the Contractor via Versatrans, the route sheets. Route sheets will indicate the route number, the name of each student riding the route, the pickup time for each student, and the time each student is dropped off after school.

Decisions involving the amendment of a route will be done only with the approval of the School District.
5. Data. Student data submitted shall include the number of students to be transported as known at that 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.
6. Start of Year; each driver shall complete. 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.
7. 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.
8. Activities Outside of the Regular School Day. The District reserves the right to use other transportation services for field trips, shuttle runs, athletic activities, out-of-district transportation and other purposes not included in regular District routes. This is not to preclude the possibility that the District may combine some of these types of activities where logical and feasible with regular routing.

IX. 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 Contract will be awarded by first considering, in the School District's sole discretion, the Bidder most able to provide safety and comfort for the pupils with special needs (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), any other factors set forth in these Bid Documents regarding quality of service, and then price. A form of the contract is included as Exhibit N to these specifications. The successful bidder agrees to execute a contract in substantially the form of the contract attached as Exhibit N with the School District.
2. The School District reserves the right to reject any or all bids received whenever such rejection is in the interest of the School District and reserves the right to waive any irregularities. 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 this Contract.
3. The following qualifications will be considered by the School District to determine the Bidder's eligibility:
 - a. The ability to provide safety and comfort for pupils with special needs.
 - b. Stability of service.
 - c. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements for the School District or other school districts 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 this Contract.
 - k. The quality of references from previous contracts or services; whether with the School District or another organization. The School District reserves the right to reject a low bidder that receives poor recommendations from other school districts.
 - l. The compliance by the Bidder with laws, ordinances and policies.
 - m. Such other information as may be secured by the School District that bears on

the decision to make the award.
n. Price of the bid.

4. The Price of the Bid shall be:

2024-2025 Annual Base Rate + 2025-2026 Annual Base Rate + 2026-2027 Annual Base Rate

5. Adjustment in the Number of Buses. The District, in its sole discretion, shall determine the number of buses necessary to provide the necessary route services. In the event that the number of buses are increased or decreased from the fifty-five (55) buses identified in Exhibit D, In District Bus Usage, and/or the fifteen (15) buses identified in Exhibit E, Out of District Bus Usage, the contract price shall be increased or decreased accordingly, by the "daily bus rate" identified in Exhibit F.

EXHIBIT A

Joliet Public Schools District 86 District Map

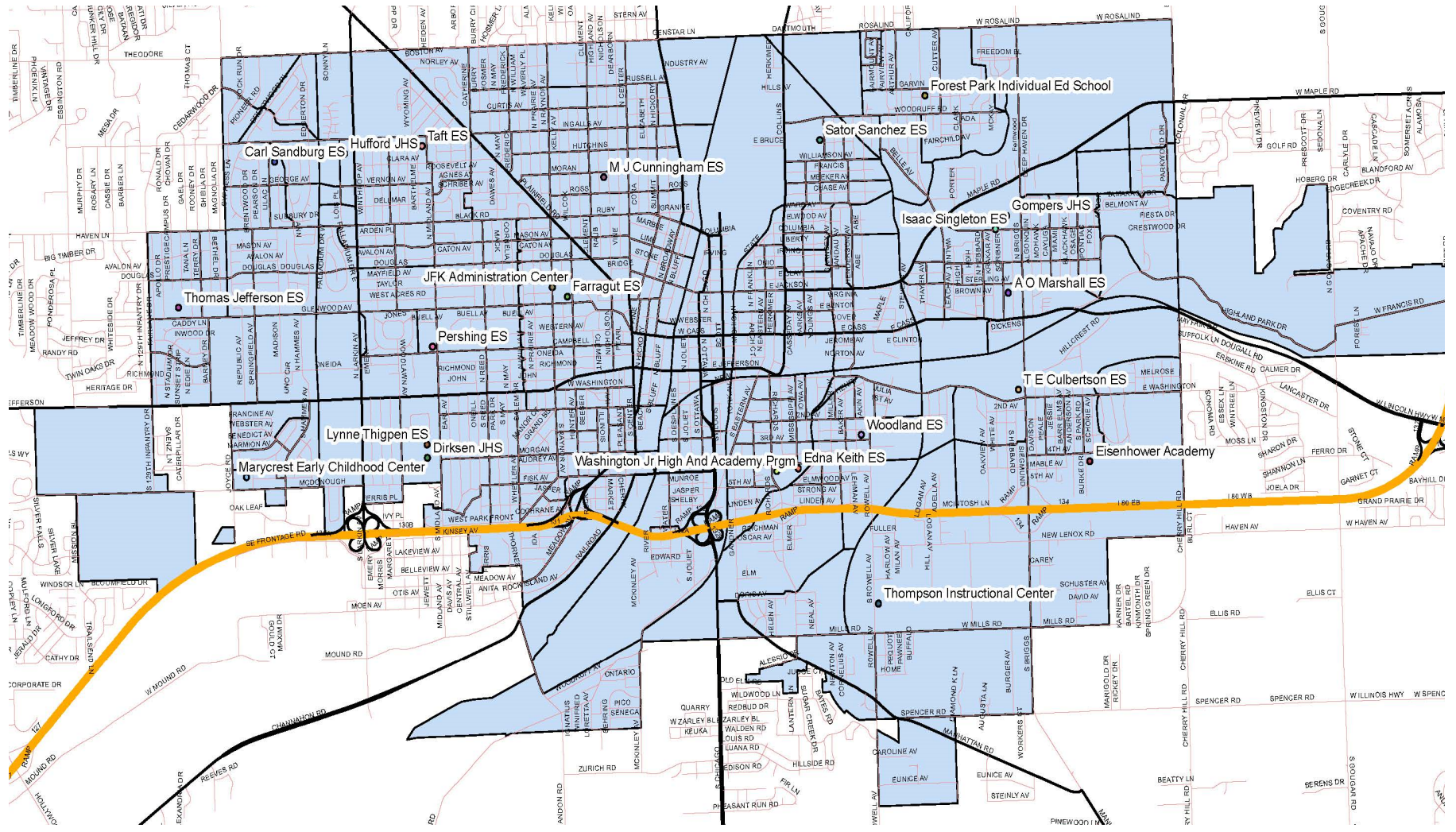


EXHIBIT B

2024-2025 School Calendar

2024

Institute Days – No School for Students	August 19 & 20
1 st Day of School	August 21
Labor Day – No School	September 2
School Improvement Day – No PM Class for Students	September 26
Columbus Day – No School	October 14
General Election Day – No School	November 5
Veterans Day – No School	November 11
Institute Day – No School for Students	November 25
Parent/Teacher Conferences – No School for Students	November 26
Thanksgiving Day, Day Before, and Following – No School	November 27 – 29
School Improvement Day – No PM Class for Students	December 20
Winter Break – No School	December 23 – January 3

2025

Institute Day – No School for Students	January 6
Classes Resume	January 7
Martin Luther King, Jr. Day – No School	January 20
School Improvement Day – No PM Class for Students	February 13
Presidents’ Day – No School	February 17
Casimir Pulaski Day – No School	March 3
Parent/Teacher Conferences – No School for Students	March 21
Spring Break – No School	March 24 – 28
No School	April 18
No School	April
School Improvement Day – No PM Class for Students	May 8
School Improvement Day – No PM Class for Students	May 21
Memorial Day – No School	May 26
School Improvement Day – No PM Class for Students	June 4
Last Day of School (Tentative)	June 4
Emergency Days (If Needed)	June 5, 6, 9, 10 and 11

EXHIBIT C

SCHOOL HOURS - DISTRICT 86 2023-2024

BUILDING	START TIME	REGULAR DISMISSAL	SCHOOL IMPROVEMENT DISMISSAL TIME
ELEMENTARY SCHOOLS			
Culbertson	9:00	3:10	12:15
Cunningham	9:00	3:10	12:15
Eisenhower Academy	8:00	2:10	11:15
Farragut	8:00	2:10	11:15
Forest Park I.E.	8:00	2:10	11:15
Jefferson	9:00	3:10	12:15
Keith	8:30	2:40	11:30
Marshall	8:00	2:10	11:15
Pershing	8:00	2:10	11:15
Sanchez	8:30	2:40	11:45
Sandburg	9:00	3:10	12:15
Singleton	9:00	3:10	12:15
Taft	9:00	3:10	12:15
Thigpen	9:00	3:10	12:15
Woodland	9:00	3:10	12:15
JUNIOR HIGH SCHOOLS			
Dirksen Jr. High	8:00	2:50	11:40
Gompers Jr. High	7:45	2:35	11:25
Hufford Jr. High	8:00	2:50	11:40
Washington Jr. High	8:00	2:50	11:40

EXHIBIT D
IN DISTRICT BUS USAGE
2023-2024

BUILDING	ADDRESS	AM TIERS	PM TIERS
ELEMENTARY SCHOOLS			
Culbertson	1521 E WASHINGTON ST Joliet IL 60433	1	1
Cunningham	500 MORAN ST Joliet IL 60435	1	1
Eisenhower Academy	406 BURKE DR Joliet IL 60433	0	0
Farragut	701 GLENWOOD AVE Joliet IL 60435	4	4
Forest Park I.E.	1220 CALIFORNIA AVE Joliet IL 60432	0	0
Guardian Angel	1550 Rt. 30/PLAINFIELD ROAD, Joliet IL 60435	2	2
Jefferson	2651 GLENWOOD AVE Joliet IL 60435	1	1
Keith	400 FOURTH AVE Joliet IL 60433	3	3
Marshall	310 HARWOOD ST Joliet IL 60432	0	0
Marycrest Early Childhood Center	303 PURDUE CT Joliet IL 60436	20	20
Pershing	251 N MIDLAND AVE Joliet IL 60435	1	1
Sanchez	1101 HARRISON AVE Joliet IL 60432	7	7
Sandburg	1100 LILAC LANE, Joliet IL 60435	1	1
Singleton	1451 COPPERFIELD Joliet IL 60432	2	2
Taft	1125 OREGON AVE Joliet IL 60435	1	1
Thigpen	207 S MIDLAND AVE Joliet IL 60436	5	4
Thompson School	1020 ROWELL AVE Joliet IL 60433	4	4
UCP Center	311 S REED ST Joliet IL 60436	1	1
Woodland	701 THIRD AVE Joliet IL 60433	1	1
JUNIOR HIGH SCHOOLS			
Dirksen Jr. High	203 S MIDLAND AVE Joliet IL 60436	1	1
Gompers Jr. High	1501 COPPERFIELD AVE Joliet IL 60432	3	3
Hufford Jr. High	1125 N LARKIN AVE Joliet IL 60435	5	4
Washington Jr. High	402 RICHARDS ST Joliet IL 60433	1	1
TRANSITION/SPECIAL ROUTES	Various	4	4
BETTER ME ROUTES	1020 Rowell Ave Joliet IL 60433	4	4
			144 Tiers
			34 Buses

EXHIBIT E
OUT OF DISTRICT BUS USAGE
2023-2024

BUILDING	ADDRESS	AM TIERS	PM TIERS
CHICAGO AUTISM ACADEMY	21133 S 80TH AVE FRANKFORT IL 60423	1	1
C.O.R.E. ACADEMY	801 ILLINOIS AVE AURORA ILL 60452	1	1
EASTER SEALS SCHOOL	7400 WEST 183RD ST BLDG 19 TINLEY PARK IL 60477	1	1
EISENHOWER COOPERATIVE	5318 W 135TH CRESTWOOD, IL 60445	1	1
EISENHOWER COOPERATIVE	5318 W 135TH CRESTWOOD, IL 60445	1	1
ELIM CHRISTIAN	13020 CENTRAL AVE PALOS HEIGHTS IL 60463	1	1
GUIDING LIGHT CENTRAL	7155 JANES AVE WOODRIDGE, IL 60517	1	1
GUIDING LIGHT WEST	247 BROOKFOREST AVE SHOREWOOD IL 60404	1	1
MENTA PLAINFIELD	14429 S WALLIN DR PLAINFIELD IL 60544	1	1
PARKLAND	27040 W 127TH ST PLAINFIELD IL 60585	1	1
S.E.A.L. ROMEOVILLE	1265 NAPERVILLE DR. #D ROMEOVILLE IL 60446	2	2
TRINITY SERVICES	11600 W FRANCIS RD MOKENA IL 60451	1	1
			26 Tiers
			12 Buses

EXHIBIT F

Joliet Public Schools District 86 Transportation Services for Curb to Curb Students Contract Bid Form

Compensation Rates

<i>Daily Bus (a.m. and p.m.)</i>	<i>2024-2025</i>	<i>2025-2026</i>	<i>2026-2027</i>
Daily Bus Rate In District:	\$	\$	\$
Daily Bus Rate Out of District:	\$	\$	\$
Additional Surcharges – per bus round trip			
Wheelchair/Lift	\$	\$	\$
Per Student Rate for Special Services (Better Me, CIBS, Shuttles, etc.)	\$	\$	\$
Bus aide per hour:	\$	\$	\$
Daily Bus Rate for Summer school:	\$	\$	\$
Bus Rate for After School Programs:	\$	\$	\$
Annual Base Rate [“Daily Bus Rate In District” X 34 (buses) X 174 (days)] + [“Daily Bus Rate Out of District X 12 (buses) X 174 (days)]	\$	\$	\$
TOTAL BID PRICE “2024-2025 Annual Base Rate” + “2025-2026 Annual Base Rate” + “2026-2027 Annual Base Rate”	\$		

- Additional information: Bus can have 1-3 tiers in a.m. and 1-3 tiers in p.m.

EXHIBIT G

ADDENDA RECEIPT

MUST BE RETURNED WITH THE BID DOCUMENT TO DISTRICT

The receipt of addenda numbers(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

EXHIBIT H
INSURANCE/REFERENCES

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

Insurance Company Name

Address

Telephone Number

References: Attach the following on separate sheet:

1. A list of references of all 2022-2023 and 2023-2024 contracts held in Illinois.
2. All contracts terminated or partially terminated in the last five (5) years, and why.

EXHIBIT I

CERTIFICATE OF ELIGIBILITY TO BID

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

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

EXHIBIT J

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

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

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

EXHIBIT K

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

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

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

EXHIBIT L

EQUAL EMPLOYMENT

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

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

EXHIBIT M

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, Bidder assures the District of their full compliance with the specifications and conditions. Deviations will not be accepted unless specifically approved by the Board in writing.

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

Submitted for consideration by:

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

EXHIBIT N

FORM CONTRACT

CONTRACT FOR TRANSPORTATION SERVICES

THIS CONTRACT is made this _____ day of _____, 2024, by and between _____, having a principal place of business at _____, _____ (“Contractor”), and the Joliet District 86 Board of School Inspectors of Will County Illinois (“Board”) as follows:

1. Scope of Services. The Board retains Contractor to provide Curb to Curb transportation services and transportation equipment, as more fully described in the attached Bidding Documents, in accordance with the Contractor’s Bid Proposal for the 2024-2025, 2025-2026 and 2026-2027 school years, with an option for the Board, at its sole discretion, to renew the Contract for the 2027-2028 and 2028-2029 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 Services for Curb to Curb Students and Exhibits A-N, all of which are attached to this Agreement and incorporated herein by reference and together with this Contract for Curb to Curb 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 District the amounts provided in Exhibit E of the Bidding Documents that specifically relate to the transportation services provided to the District.

3. Term. The term of this Contract will be for three years, beginning on the first day of the 2024-2025 school year and ending on the last day of the summer school term in the year 2027. The 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 price.

4. Status as Independent Contractor. Contractor and the Board are independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Contract.

5. Insurance. Within 14 days after signing this Contract below, the Contractor shall provide the Board with original signed certificates of insurance showing that the coverage required in the Bidding Documents is in effect.

6. Applicable Laws. The Contract shall be governed and construed in accordance with the laws of the State of Illinois and venue shall be in the Circuit Court of Will County, 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. Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of mailing thereof by certified mail, postage prepaid, addressed:

If to the Board:

If to the Contractor:

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

9. 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.

10. 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.

11. 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.

12. Conflicts. If there are any conflicts between the terms of this Contract with those of the Bidding Documents or the Contractor's Service Proposal, the terms of the Bidding Documents shall control over this Contract and the Contractor's Service Proposal.

13. Effective Date. This Contract shall be deemed dated and become effective on the date the last of the parties executes the Agreement as set forth below.

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

<p>CONTRACTOR</p> <p>(THIS DOCUMENT IS A FORM. BIDDERS DO NOT NEED TO SIGN THIS. ONLY THE SUCCESSFUL BIDDER WILL SIGN THIS AFTER AWARD IS MADE.)</p> <p>By: _____ President</p> <p>Date: _____</p>	<p>JOLIET PUBLIC SCHOOLS DISTRICT 86 BOARD OF SCHOOL INSPECTORS, WILL COUNTY, ILLINOIS</p> <p>By: _____ Superintendent or Board President</p> <p>Date: _____</p>
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EXHIBIT O

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 the Board of School Inspectors 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 School Inspectors. 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 terms stated, and subject to all conditions recorded on this bid proposal.

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

Address

Phone Number