

**BID PACKAGE FOR JOINT CONTRACT FOR  
REGULAR STUDENT TRANSPORTATION SERVICES  
(2021-2024)**

**Gardner Community Consolidated School District #72C  
Braceville School District #75  
Gardner-South Wilmington High School District #73  
South Wilmington Consolidated School District #74**

Issued for Bid:  
January \_29\_, 2021

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## **NOTICE TO BIDDERS**

The Boards of Education of Gardner Community Consolidated School District No. 72C, Braceville School District #75, Gardner-South Wilmington High School District #73, and South Wilmington Consolidated School District #74 are accepting sealed bids for Regular Student Transportation Services for the school years 2021-2024. Bid packages are available for pickup from the Gardner South Wilmington High School, 500 E Main Street, Gardner IL.

Sealed bids clearly labeled "SEALED BID FOR REGULAR EDUCATION STUDENT TRANSPORTATION SERVICES – DO NOT OPEN PRIOR TO BID DATE" are due on or before Wednesday, March 3 by 12:00 p.m. noon, at the address above. Questions about this bid package must be written and directed to Mr. Josh DeLong, Superintendent, Gardner South Wilmington High School District 73. A mandatory pre-bid meeting is scheduled for Thursday, Feb. 11 beginning at 9:00 a.m. at Gardner South Wilmington High School District 73 or via Zoom using the following log in credentials:

Join Zoom Meeting

<https://us04web.zoom.us/j/77779380179?pwd=UEIydG8rRU5xVGg0Y2JaM1dpRlVjdz09>

Meeting ID: 777 7938 0179

Passcode: pG99JS

The bid opening is scheduled for Thursday, March 4 at Gardner South Wilmington High School, 500 E Main Street, Gardner, IL. beginning at 9:00 a.m.

## **INSTRUCTIONS TO BIDDERS**

1. **Scope and Term of Services.** The boards of education of Gardner Community Consolidated School District 72C (“District 72C”), Gardner South Wilmington Township High School District 73 (“District 73”), Braceville Elementary School District #75 (“District 75”), and South Wilmington Consolidated District 74 (District 74) (collectively the “School Districts”) are accepting bids for a three year contract for regular student transportation services. The Contractor will provide regular student transportation services for each school district individually, with each school district having all rights and duties under the contract individually and severally.

2. **Term.** The contract period will be for the school years 2021-2022, 2022-2023, and 2023-2024, and for three (3) summer school periods: 2022, 2023, and 2024. For bidding purposes, each school year shall consist of 176 school days.

3. **Contact Information.** Questions about this bid package must be written and directed to Mr. Josh DeLong, Superintendent, Gardner South Wilmington High School District 73.. The School Districts will endeavor to respond to all such questions, and will circulate all responses to all interested bidders who have provided the School Districts with contact information. Any modifications to this bid package shall be made by addendum only.

4. **Pre-Bid Meeting.** A pre-bid meeting is scheduled for Thursday, Feb. 11 beginning at 9:00 a.m. at Gardner South Wilmington High School District 73 or via Zoom using the following log in credentials:

Join Zoom Meeting

<https://us04web.zoom.us/j/77779380179?pwd=UElYdG8rRU5xVGg0Y2JaM1dpRlVjdz09>

Meeting ID: 777 7938 0179

Passcode: pG99JS

5. **Notification of Addenda.** The School Districts will notify all potential bidders who have provided contact information in the event of any addenda issued. The bidder shall acknowledge receipt of all addenda in the place provided on the bid form.

6. **Confidentiality of Student Information.** Any student information received by Contractor in connection with this bid shall be kept strictly confidential by Contractor and shall not under any circumstance be disseminated to any third party except as required by law or with the written consent of the applicable School District and the affected student(s).

7. **Tax Exempt.** The School Districts are tax-exempt. Bidder shall prepare its bid accordingly.

8. **Bid Preparation.** All bidders shall complete all forms provided in this bid package. All forms shall be free from interlineations and erasures. Failure to properly complete and return all forms may subject the bid to rejection. Each bid submittal with all completed forms shall be sealed in an opaque envelope and labeled “SEALED BID FOR REGULAR STUDENT TRANSPORTATION SERVICES – DO NOT OPEN PRIOR TO BID DATE”. Each bid submittal shall be labeled with the name and address of the bidder and shall be addressed to:

Mr. Josh DeLong, Superintendent  
Gardner South Wilmington High School District 73  
500 E Main Street, Gardner, IL.

9. **Bid Bond.** In its sealed bid submittal, each bidder shall furnish a bid bond in the amount of 10% of the bidder's bid price. Such bond shall name the bidder as principal and shall be executed by the bidder and by a surety company with at least an A10 rating by Best Key Rating Guide.

10. **Non-Conforming Bids.** Any bid submittal that contains or purports to contain qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package shall be automatically rejected as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid and/or any alternate shall be automatically rejected as non-responsive.

11. **Bid Submittal.** All bids shall be submitted to Mr. Josh DeLong, Superintendent, Gardner South Wilmington High School District 73. The deadline for submitting bids is Wednesday, March 3 by 12:00 p.m. noon.

12. **Designated Representative.** All bids shall include the name and professional experience of the bidder's proposed Designated Representative, as defined in Section 6 of the Conditions of Contract.

13. **Bidder's Representation.** BY SUBMITTING A BID, THE BIDDER REPRESENTS TO THE SCHOOL DISTRICTS THAT IT HAS ATTENDED THE PRE-BID MEETING, CAREFULLY REVIEWED THE SCHOOL DISTRICTS' TRANSPORTATION NEEDS AND THIS BID PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.

14. **Withdrawal of Bids.** Any bid may be withdrawn and/or resubmitted prior to the time of bid opening.

15. **Bid Opening.** On Thursday, March 4 beginning at 9:00 a.m., all bids will be opened and read aloud by an employee of the School Districts. The bid opening will occur at Gardner South Wilmington High School, 500 E Main Street, Gardner, IL..

16. **Firm Bids.** All bids submitted to the School Districts shall be firm and irrevocable for a period of ninety (90) days after the date of bid opening. At any time within this period, the School Districts may award the contract to the lowest responsive and responsible bidder.

17. **Acceptance or Rejection of Bids.** The School Districts reserve the right to waive any non-material variances or irregularities in the bid process, to award the contract to the lowest responsive and responsible bidder, and/or to reject all bids.

18. **Award of Contract.** The School Districts' Boards of Education will review all bids and, unless all bids are rejected, award the contract to the lowest responsive and responsible bidder. The lowest bid will be determined based upon the base bid and/or a combination of the alternate bids. Responsiveness will be determined based upon compliance with the instructions to bidders. Responsibility will be determined by the School Districts based upon the information provided by each bidder with its bid submittal. The School Districts may

award all or a part of the contract based upon any combination of the base bid and/or alternates. Upon such award, the successful bidder shall be known as the "Contractor," and shall be bound to perform regular education transportation services in accordance with this bid package, including without limitation the instructions to bidders, conditions of contract, contract specifications, and addenda, if any.

**END OF INSTRUCTIONS TO BIDDERS.**

## CONDITIONS OF CONTRACT

1. **Performance Bond.** Upon award of the contract, and on an annual basis thereafter, the Contractor shall furnish to the School Districts a performance bond in the amount of one hundred percent (100%) of that respective year's estimated contract price, as provided in the bid submittal. The surety company that executes the bond shall be rated A10 or better by Best's Key Rating Guide. The performance bond shall reference the contract and be conditioned upon the Contractor's timely and faithful performance of the contract. The bond premium shall be included in the Contractor's bid price and is not separately chargeable to the School Districts.

2. **Contract Term and Renewal.** The term of this contract encompasses three regular school years: 2021-22, 2022-23, 2023-24, and shall include three (3) summer school periods: 2022, 2023, and 2024 based on the School Districts' decision (annually) to offer a summer school program. The contract may be extended for an additional two year term upon the mutual agreement of the parties. Thereafter, the contract may be extended on a year to year basis upon the mutual agreement of the parties.

3. **Scope of Services.** Contractor shall provide regular student transportation services to each of the School Districts, individually, in accordance with the terms and conditions contained in this bid package. Contractor shall provide and maintain the required number of school buses to safely and conveniently transport all students, except special education students, designated by the School Districts to be served under this contract. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes, bus stops and schedules approved by each of the School Districts. The School Districts reserve the right to change any route and/or the number of buses required to best suit that specific School District's needs at any time before or during the school year. Contractor shall provide transportation for all students or other authorized personnel as may be required by the School Districts on field trips, excursions, athletic activities or any other purpose designated by the School Districts.

4. **Definitions.** Where used in this bid package, certain terms are defined as follows:

- a. "Contractor" means the successful bidder that is awarded this contract.
- b. "School Districts" means the Boards of Education of Gardner Community Consolidated School District 72C, Gardner South Wilmington Township High School District 73, Braceville Elementary School District 75, and South Wilmington Consolidated District 74, and their employees and designees.
- c. "School year" means the period from July 1 to June 30 (School Districts' fiscal year).

5. **Schedules and Routes.** Contractor shall provide regular student transportation services in accordance with the following rules and regulations:

- a. Students shall be picked up and delivered at or as near as possible to the designated bus stops and shall be delivered to school in the School Districts' designated areas.
- b. Classes for students are held with a minimum days' attendance in Illinois for state

aid set at one hundred seventy-six (176). The School Districts' school calendar shall determine the exact number of student attendance days on an annual basis. The Contractor shall provide vehicles, free of charge, for classes practicing bus or school evacuation drills.

- c. In the event of an emergency situation at any one of the schools covered by this contract, which necessitates removal of students from said school or schools, the Contractor shall provide the required transportation within 15 minutes of such request.
- d. The Contractor shall confer with the School Districts before determining that weather conditions preclude the movement of buses. Emergency procedures will be reviewed each year by the School Districts' Superintendents and/or their designees and Contractor before publication to schools and parents. In the event of inclement weather or any reason for school being canceled or delayed, the School Districts' Superintendents or their designee shall notify the Contractor prior to 6:00 AM on the day of such cancellation or delay. In the event that school shall be dismissed early, the Superintendents or their designee shall notify the Contractor to make the appropriate transportation arrangements.
- e. Contractor shall develop all schedules and routes. All schedules and routes are subject to approval of the School Districts. The School Districts will have input into their respective school bus routes. Final determination rests with each individual School District. Contractors will supply the School Districts with a written summary that details their route scheduling competencies and proficiencies as well as a timeline of how they expect to be ready for the first day of school. Contractor will identify to the School Districts the Contractor's intent to operate these routes as unpaired routes or paired routes with those of another School District.
- f. Contractor shall establish routes, stop sequences and pick-up times in a manner that will provide the most cost effective and efficient service to the students, with the approval of each respective School District. Routes shall be designed to provide one-way transportation riding time normally not to exceed forty-five (45) minutes. Buses shall be scheduled to arrive no less than ten (10) and no more than fifteen (15) minutes prior to the start of the school's schedule. 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. Preliminary routes shall be established no later than August 1 of each school year. Final routes shall be established no later than three days prior to the start of the school year. The Contractor shall provide the School Districts with updated route maps of their respective routes at least five working days prior to the start of the school year and immediately in the event of any change.
- g. The School Districts reserve the right to revise their respective routes and schedules to be followed and to make changes therein from time to time in order to best meet each district's individual needs. The School Districts shall notify the Contractor whenever changes are necessary in routes or time schedules and the Contractor shall adjust its operations to incorporate such changes within three (3)



business days after notice is received from a School District.

- h. All routes are to be followed according to the established schedules and no driver will leave a bus stop (student loading/unloading area) prior to the scheduled time of departure. In the event that bad weather, road conditions or other emergency makes it impossible or impractical to follow the scheduled route, temporary alternate routes may be established jointly by a School District and the Contractor to insure that all students on the effected route are provided transportation service with a minimum of inconvenience. In such event, Contractor shall notify the School District promptly and in advance of any such route/schedule changes. The School District shall be responsible for informing all parents of changes in scheduled pick-up and drop-off times. The School District may require the assistance of the Contractor in contacting parents for such changes.
- i. The established bus routes will be followed exactly by the Contractor's bus drivers. Any changes that are presented to a driver by a parent or member of the community will be referred to the respective School District for a decision. Any changes the driver feels should be made for convenience must be preapproved by the respective School District whose route is at issue.
- j. No changes, alterations or modifications of established routes, scheduled stops, or times may be made independently by the Contractor. Any such changes will be made mutually by the School District and the Contractor when it is determined they will increase the safety of or convenience to the students. The Contractor shall review on an ongoing basis the established routes, stops and times, and make suggestions to the School Districts which may result in more efficient service to the students. The School Districts retain the right to reduce/increase the number of routes.
- k. The Contractor, in cooperation with the School Districts, shall cooperate with the community and news media so that any pertinent items affecting the transportation program or the students in the School Districts can be brought to the attention of the public.
- l. On a regular basis, buses will be needed by 3:00 p.m.. at a designated location specific to each activity to transport students to athletic and activity events.

6. **Designated Representative.** Contractor shall employ and designate a full-time representative to manage the School Districts' student transportation services, handle complaints, meet with parents and the School Districts' staff, and generally manage the transportation system according to the School Districts' requirements. The representative's business office shall be located within one of the School Districts. The representative shall be available to the School Districts' superintendents and/or their designee five (5) days per week and twelve (12) months per year to handle any and all issues that arise under this contract. Contractor shall designate its representative or another employee or employees to be on call on a 24 hour basis during the term of this contract.

7. **Location of Contractor's Bus Terminal.** Contractor shall establish, maintain, and service this contract with a bus terminal located within 20 miles of the School Districts'

boundaries.

8. **Contractor's Dispatchers.** Contractor's bus terminal shall be staffed at all times that buses are in service pursuant to the terms of this contract, whether before, during or after regular school or office hours, with at least a radio dispatcher operator on duty minimally between the hours of 5:30 am and 5:30 pm and personnel on duty or on call to service a disabled vehicle, or a vehicle otherwise in need of assistance.

9. **Contractor's Employees and Drivers.** Contractor shall cause all of its employees, including but not limited to its drivers, to comply with all provisions of this contract, including the following:

- a. All drivers must comply with all requirements of local, state and federal law which includes, but is not limited to, Drug and Alcohol Testing and Criminal Investigation Background checks. Prior to the commencement of services, Contractor must provide to the School Districts a certified list of all drivers that will serve each respective district and proof that each driver has passed all such tests. The cost of the Criminal Background Checks will be paid by the Contractor. The cost of any Substance Abuse Testing will be paid by the Contractor.
- b. The School Districts reserve the right to require the removal or transfer of any driver that serves a school district, as determined solely by that specific School District, when such driver violates any provision of this contract and/or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students.
- c. All drivers must participate in an orientation session scheduled and conducted on an annual basis as requested by the School Districts and or Contractor and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education. Drivers will be required to perform a test run of their routes without students during the week prior to the start of school. This shall be at no additional cost to the School Districts.
- d. Each driver assigned to duties in the performance of this contract must be at least twenty-one (21) years of age, fully licensed as a chauffeur by the State of Illinois. All drivers - including substitute drivers - must be thoroughly familiar with the areas and routes he/she is to cover. The use of any assistant under the age of twenty-one (21) years requires the written approval of the School Districts' representative.
- e. Any collective bargaining agreement entered into between Contractor and its employees shall include a no strike provision and such collective bargaining agreements shall be subject to renewal only during the summer months when school is not in session.
- f. 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 in the performance of this contract.
- g. Contractor shall instruct its employees to abide by the policies, rules and

regulations with respect to use of School Districts' premises, as established by each respective School District. Contractor shall provide the School Districts with a list of its personnel policies.

- h. Contractor shall maintain a sufficient number of substitute drivers (a least a 10% margin over the regular scheduled drivers for daily routes) who have not been assigned permanent routes who will cover bus schedules when a driver is absent.
  - i. In the event of the removal or suspension of any employee, the Contractor shall immediately replace the employee without disruption in service.
  - j. In each of Contractor's employees' positions which require direct daily contact with the students, Contractor shall only employ persons who have successfully passed the "Illinois Criminal Background and Investigation" check as required by law. Contractor will establish a procedure to insure that criminal background checks are on file and available to the School Districts upon award of the bid and as soon as reasonably practicable after the hiring of any new employee.
  - k. Contractor shall maintain the following records for each of its drivers and furnish them to the respective School District upon award of the contract and as soon as is reasonably practicable after the hiring of any new employee:
    - i. Name: first, middle and last
    - ii. Driver's license number and date of expiration
    - iii. Valid permit number for drivers of school buses
    - iv. Proof of completion of the Illinois School Bus Driver Instructional Program and date of completion
    - v. Health certificate and date issued
    - vi. Evidence of freedom from tuberculosis
    - vii. Proof of age
    - viii. Proof of drug testing
    - ix. Proof of an Illinois criminal background and investigation check.
  - l. Employee compensation: Contractor shall ensure a minimum starting wage for its bus drivers of \$11.00 per hour. Contractor shall provide its drivers with optional major medical health insurance, single coverage. For each of its drivers, Contractor shall pay a minimum of 0% of the monthly premium for such coverage beginning with the second year of that driver's employment with Contractor.
10. **Student Safety and Discipline.** The School Districts shall have authority to

manage all disciplinary actions, suspensions or expulsions of any of their respective students. The Contractor's drivers are responsible only for such discipline required to properly operate the bus. Each driver shall handle all disciplinary matters in strict accordance with the respective School District's policy. In no case will a driver eject a student from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other students and then only after radio notice to the Contractor's terminal and the student's building principal. All discipline problems shall be promptly reported in writing following completion of the route. Further administrative procedures and regulations will be established cooperatively between the respective School District and Contractor.

All vandalism damages to the Contractor's equipment or facilities will be the responsibility for the Contractor.

The Contractor and the School Districts shall jointly develop a discipline referral form. The Contractor shall pay for the printing of these forms.

The Contractor shall provide to each School District a summary of disciplinary reports for their students completed by drivers and those submitted to an administrator for action.

11. **Driver Requirements.** Each driver shall observe all state and local traffic regulations including, but not limited to, those contained in the Illinois Motor Vehicle Code. If required by the Illinois State Board of Education ("ISBE"), each driver shall wear a face covering and provide a daily self-certification as to any symptoms of COVID-19.

Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses as outlined in the Illinois School Bus Driver Instructional Program - Trainee Guide, and the regulations of the School Districts.

12. **Accidents.** The Contractor shall notify each affected School District, as quickly as possible in the event of an automobile collision or other incident. Contractor's first priority, however, is to see that the students involved are cared for. Contractor will supplement the phone notification with a written report to the School District(s).

13. **Safety Program.** The Contractor shall plan and administer a safety program in conformance with state laws and regulations; and such programs shall include, but are not limited to the following:

- a. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations and safety.
- b. All drivers must be evaluated after 30 days of employment and at least annually thereafter and must and must annually be given a review course on rules, regulations and safety.
- c. Contractor must assist and participate with the School Districts in providing safety programs as needed for the students. In addition, Contractor will provide a minimum of 2 bus evacuation drills per year.
- d. All bus routes, bus stops, operation of vehicles and driver activities must be conducted with the safety of the students as primary concern.

- e. All of Contractor's drivers shall participate in a minimum of 5 safety meetings per year to include: Danger Zones, Loading and Unloading, Blood Borne Pathogens, Smith System of Defensive Driving and a Branch Specific subject.
- f. All new drivers will be trained (at a minimum of) 20 hours classroom and 15 hours "behind the Wheel".
- g. Contractor must have, on their payroll, a supervisor who has as a primary duty the responsibility for safety and safety related issues.
- h. Compliance with all ISBE regulations regarding COVID-19 or any other communicable diseases.

14. **Transportation Estimates and Changes to Services.** It is estimated that the School Districts will require daily transportation for approximately two-hundred seventy-five (275) students. This is an estimate only. The School Districts may in their sole discretion increase or decrease the number of students who will utilize Contractor's transportation services. The School Districts may in their sole discretion add or eliminate routes, increase or decrease the number of buses required, change the pickup and/or drop-off locations, and/or make any other change to the services provided by Contractor under this contract. In the event any such change increases or decreases Contractor's actual costs without a corresponding increase or decrease in price, the Contractor shall send the School Districts a written notice of same and the parties shall then attempt to negotiate an equitable adjustment to the contract rates.

15. **Bus Maintenance.** The Contractor shall provide at no additional charge to the School Districts bus repair and maintenance facilities for all buses used to service this Contract. Contractor shall purchase, furnish, and supply all labor, lubricants, replacement parts, greasing, cleaning, washing, and such other repairs as necessary to keep the buses in a good and safe operating condition at all times. The maintenance facility must be located within twenty (20) miles of the District's boundaries. The fully operational facility shall (at a minimum) be paved, fenced, lighted, have facilities for employees and staff as well as have fuel tanks with a minimum capacity of 2500 gallons. Contractor shall own or lease a minimum three-acre site and have a fully operational building and garage as evidenced by having an occupancy permit issued by the appropriate authority. A description of the facility shall accompany the bid submittal.

16. **Bus Requirements.** Contractor shall cause all equipment used during the term of this contract to comply with all Federal, State and local statutes, regulations, ordinances, rules, policies, school bus specifications, and safety legislation governing bus transportation in the State of Illinois. Contractor shall present suitable evidence certifying that the Contractor will have ample buses available and ready for use at the beginning of and throughout each contract school year and that the vehicles shall be not older than ten (10) years of age at the beginning of the first day of transportation, and that the average fleet age shall be not greater than five (5) years unless otherwise agreed upon by the School Districts.

17. **Bus Inspections.** Contractor shall insure that all vehicles used in the performance of this contract shall comply with all regulations concerning inspections. Contractor shall have each vehicle inspected every six (6) months or 10,000 miles, whichever

comes first, at a State Certified Inspection Station. The cost of said inspection shall be paid by Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required that a copy of the inspection report, as provided by the firm approved by the State of Illinois, upon request will be provided to the School Districts certifying that the vehicle is safe for use.

18. **Bus Specifications.** In addition to semi-annual inspections, all of Contractor's buses shall meet the following specifications:

- a. All front tires must have tread of at least 5/32 and no recaps are allowed.
- b. All rear tires must have tread of at least 3/32.
- c. 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.
- d. All fluids must be checked daily per IDOT regulations.
- e. Each bus shall be cleaned and left in broom swept condition each day. The Contractor shall also, at its expense, comply with all ISBE required cleaning and disinfection procedures due to COVID-19 or any other communicable disease.
- f. Each bus exterior shall be washed at least once a week, weather permitting.
- g. Each bus driver shall complete a daily pre-trip inspection process as outlined by Illinois law and said records kept for the School Districts' personnel to review upon request.
- h. All vehicles used to complete this contract shall, at all times, be maintained in a clean, suitable, and proper mechanical condition. Contractor also must have the capacity to provide the School Districts evidence of having adequate maintenance and service facilities in addition to the normal summertime maintenance that is expected.
- i. No vehicle shall ever carry more than the prescribed authorized number of passengers, passengers to be those students designated by the School Districts and staff or adults assigned by the School Districts.
- j. Contractor shall not allow any person, other than students, school officials, and Contractor's supervisors, drivers, and drivers in training, to ride buses without the written consent of the respective School District. Pre-school children will not be allowed to accompany the driver at any time.
- k. All vehicles must be equipped with two-way radio receiving and transmitting equipment with the based station located at Contractor's facility. These radios must meet FCC regulations. Citizen band radios are not acceptable. The drivers shall be instructed to have their radios open and operational at all times so that immediate contact may be made when necessary. Contractor is responsible for the purchase and maintenance of this equipment at no additional charge to the

School Districts.

- I.** Contractor shall also provide operating video cameras and audio recording devices on each bus for the security and safety of the students. The recording device(s) must provide high resolution digital video recording of as much of the interior of each bus as reasonably possible. Contractor shall retain all video and audio recording for at least thirty (30) days and shall provide copies of the recording to the School District upon request. The School Districts shall have the right to inspect and reject the Contractor's video and audio recording systems if the systems do not meet the School Districts' reasonable expectations.
- m. Upon award of the contract, Contractor shall provide the School Districts 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 number
  - iii. Legal capacity of vehicle
  - iv. Ownership of vehicle
- n. The Contractor shall keep accurate records of miles driven, number of students transported, and any other information required by School Districts to substantiate state transportation claims and such information shall be regularly and punctually submitted by Contractor when requested by the School Districts.
- o. Should an act of vandalism occur to a vehicle, Contractor shall fix or repair the damages as quickly as possible. The School District shall take reasonable efforts to assist Contractor in obtaining restitution from the persons found guilty of causing vandalism should they be students of that respective School District. Vandalism repair costs are the responsibility of Contractor.

19. **Fuel.** Contractor shall furnish all fuel used in its performance of this contract. Contractor's fuel costs shall be included in Contractor's bid prices.

20. **Fuel Storage Tanks.** Contractor shall provide the necessary storage tanks and dispensing equipment to accommodate fuel necessary for performance of this contract.

Contractor assumes all responsibility relating to management of underground storage tanks ("UST") on its premises. Contractor assumes all responsibility for testing and record keeping requirements relating to the USTs, as required by the Illinois Underground Storage Tanks Act and its implementing regulations and the regulations of the United States Environmental Protection Agency governing USTs located at 40 CFR Part 280, as amended from time to time. Contractor shall keep the School Districts apprised on a regular basis of its compliance with all record keeping and testing requirements imposed by said statutes and regulations.

Contractor further assumes responsibility for all cleanup costs and liability arising out of

a spill, risk or a leak related to USTs. Contractor shall indemnify, defend and hold harmless the School Districts, their Boards of Education, the Boards' predecessors, successors and assigns and its past, present and future Board members, individually and jointly, officers, employees and agents and each and every one of them of and from any and all claims, debts, dues, demands, liens, obligations, fees, including but not limited to attorneys' fees, actions or causes of action of every kind or nature at law or in equity, whether known or unknown, anticipated or unanticipated against the School Districts arising or growing out of Contractor's operation and use of USTs except to the extent caused by the negligence of one or more indemnitees.

21. **Compliance with Laws, Regulations, Rules and Policies.** Contractor shall ensure that all services, vehicles, and personnel comply with each applicable statute, rule, regulation, and requirement of the Federal government, the State of Illinois, ISBE, and each local municipality in which the buses will be operated. To the extent any provision of law conflicts with any provision of this contract, Contractor shall comply with the more stringent provision to the full extent allowed by law. Specifically and without limitation, Contractor shall comply with the following laws, to the extent they apply to the performance of this contract:

- a. Section 10-20.35 of the School Code as it pertains to Contractor's receipt, maintenance and use of student medical information forms furnished by the District. 105 ILCS 5/10-20.35.
- b. Section 10-21.9 of the School Code as it pertains to criminal background checks. 105 ILCS 5/10-21.9.
- c. Section 3-14/23 of the School Code as it pertains to school bus driver permits. 105 ILCS 5/3-14.23.
- d. The School Code, Article 29, Transportation, 105 ILCS 5/29-1, *et seq.*
- e. The School Safety Drill Act, 105 ILCS 128/1, *et seq.*
- f. Section 6-104 of the Vehicle Code, as it pertains to driver restrictions. 625 ILCS 5/6-104.
- g. Section 6-106.1, Section 6-106.1a, and Section 6-106.1.b of the Vehicle Code, as they pertain to school bus driver permits. 625 ILCS 5/6-106.1, 6-106.1a., and 6-106.1b.
- h. Section 6-106.11 of the Vehicle Code, as it pertains to licensing and restrictions on the operation of school buses. 625 ILCS 5/6-106.11.
- i. The Vehicle Code, Article VIII, Special Requirements for School Buses, 625 ICLS 5/12-800, *et seq.*
- j. The Human Rights Act, 775 ILCS 5/2-101 *et seq.*
- k. Section 33E-3 and E-4 of the Illinois Criminal Code regarding bid-rigging and bid rotating.



I. The Drug Free Workplace Act, 30 ILCS 580/1, *et seq.*

22. **Force Majeure.** If Contractor is unable to provide transportation services because of any act of God, civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, loss of transportation facilities, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Contractor's control, Contractor's duty to performance is suspended to the extent prevented or hindered by such force majeure. School Districts shall have the right to take over the operation of the buses if Contractor is prevented from operating for the reasons described above, whether such buses are supplied by Contractor or the School Districts, and may operate such buses with school employees or other persons, as the School Districts may deem appropriate until Contractor is able to resume its regular operations. COVID-19, other communicable disease outbreaks, or driver shortages (other than caused by the events listed above) shall not be considered a force majeure event.

23. **Cooperation with School Districts' Transportation Reimbursement Claims.** Contractor shall cooperate with the School Districts by timely providing to the School Districts any and all information requested by the School Districts for the purpose of seeking transportation reimbursement from the State. The School Districts shall notify the Contractor of the information needed. Upon Contractor's furnishing of such information to the School District, Contractor hereby represents and warrants that all such information is accurate and complete and that the School District may rely upon that information.

24. **Record Keeping.** Contractor shall keep complete and accurate records of the mileage for which the Contractor charges the School Districts and of the reports which the Contractor prepares for the School District pursuant to this Contract. The Contractor shall maintain such records as the School District will need to verify mileage, including records indicating the number of runs for vehicles used for purposes other than this Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. Contractor shall provide access to such records upon a request by any School District.

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

26. **Records Retention.** Contractor shall retain such records for a period of three (3) years plus the current year. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period as long as required for the resolution of the issues raised by the audit. Such records must be available, for a period of three (3) years from the date of receipt of final payment under the Contract, for inspection and audit by representatives of the School District.

27. **Minimum Performance Standards/Payments.** The following minimum performance standards shall be maintained by the contractor and failure to perform may result in termination for cause. In the event that the respective School Districts do not terminate this

contract for cause, the Contractor shall pay the respective School District the following fines which may be deducted from the School District's payment to Contractor:

- a. Timeliness - Minimum Standard: Buses shall be on time. Payment to the School District for late bus for pick up/drop-off – determined per route (includes home and school pick-up and drop-off):

upon second occurrence for a late route of more than five minutes	\$30
upon third occurrence for a late route of more than five minutes	\$60
upon fourth occurrence for a late route of more than five minutes	\$120
upon fifth occurrence for a late route of more than five minutes	\$250
for each occurrence thereafter	\$500

- b. Pickup / Drop-off - Payment to the School District for failure to pick up/drop-off – determined per route (includes home and school pick-up and drop-off):

upon second occurrence for a route of more than five minutes	\$30
upon third occurrence for a route of more than five minutes	\$60
upon fourth occurrence for a route of more than five minutes	\$120
upon fifth occurrence for a route of more than five minutes	\$250
for each occurrence thereafter	\$500

**28. No Delegation or Assignment.** Contractor shall not assign any right or delegate any duty under this contract to any third party without the School Districts' prior written consent. Any attempted assignment or delegation without such prior written consent shall be void.

**29. No Third Party Beneficiaries.** This contract is not intended to vest any rights in any third party.

**30. Independent Contractor.** Contractor is an independent contractor and not an agent of the District. Contractor's employees are not employees of the School Districts and are not entitled to salary or benefits from the School Districts. Contractor has no authority to act on behalf of the School Districts except to the limited extent required by this contract. Contractor shall not represent to any third person that Contractor or any of its employees are agents of the School Districts.

**31. Waiver.** The School Districts' waiver of any breach or default under any provision of this contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The disbursement or acceptance of any payment by the School Districts shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the contract regardless of the knowledge of the School Districts of such breach or default at the time of its disbursement or acceptance of such payment.

**32. Indemnity.** Contractor shall indemnify, defend and hold harmless the School Districts, their Boards of Education, individual board members, administrators, employees, agents and representatives (collectively the "Indemnitees") from and against any and all claims, demands, causes of action, losses, liabilities, and damages, including reasonable attorneys fees and court costs, to the extent arising from Contractor's performance and/or breach of this

contract, or from any negligent act or omission of or attributable to the Contractor that results in personal injury or property damage.

**33. Defenses and Immunities.** No term or condition of this contract is intended to or shall be deemed to waive any common law or statutory immunity or defense available to the School Districts, and the School Districts expressly reserve all applicable immunities and defenses.

**34. Insurance.** Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause the School Districts to be named as an additional insured on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / XV. The CGL and automobile policies shall be endorsed to reflect that coverage is primary and noncontributory with any other insurance available to the School Districts. The CGL policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this contract.

Each such policy shall include by endorsement a requirement of at least 30 days written notice to the School Districts prior to any termination, cancellation or material amendment to that policy. Upon award of this contract, and promptly upon the renewal of such policies during the term of this contract, Contractor shall furnish certificate(s) of insurance, policies, and endorsements to the School Districts reflecting the coverages required.

The type and limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Comprehensive General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$3,000,000
Automobile Liability and Physical Damage:	\$1,000,000 combined single limit
Umbrella / Excess:	\$15,000,000
Medical Payments:	\$10,000
Uninsured Motorist:	\$1,000,000
Underinsured Motorist:	\$1,000,000
Workers' Compensation:	\$1,000,000

**35. Payment.** Contractor shall furnish detailed monthly invoices to each School District in a form acceptable to that School District. The School Districts may at any time direct Contractor to change the formatting of its invoices or to add more details as required by that School District. Contractor shall deliver invoices to the School District no later than the third weekday of each month. The School District shall have no obligation to pay late invoices. Each

invoice shall itemize each route serviced by Contractor during the immediately preceding month, including the number of times the route was driven and the bid rate applicable to that route. Each invoice shall calculate the fuel reimbursement due by the School District to the Contractor or any fuel refund due by the Contractor to the School District as provided above. THE SCHOOL DISTRICTS WILL PAY THE CONTRACTOR AT THE RATES CONTAINED IN THE ACCEPTED BASE BID AND ACCEPTED ALTERNATES, MULTIPLIED BY THE ACTUAL NUMBER OF ROUTES DRIVEN DURING THE PRECEDING MONTH. PAYMENT WILL NOT BE MADE BASED UPON THE BID QUANTITIES, WHICH ARE ESTIMATES ONLY.

The School Districts shall only be responsible to pay Contractor for services performed (i.e. routes actually ran). The School Districts shall have no obligation to pay Contractor for routes that are not performed due to school closure due to weather, pandemic, governmental closure, or in the event schools use remote learning.

Each School District shall only be required to pay Contractor for services that were provided to that specific School District. Each School District's liability to the Contractor, for payment and any other form of liability, shall be several and not joint with the other School Districts.

36. **Termination.** Each School District may terminate their portion of the contract with Contractor at any time, for any reason in that School District's sole discretion, upon twenty-one (21) days written notice to Contractor. If Contractor breaches any provision of this contract, each School District may give Contractor written notice of such breach and if Contractor fails to cure within twenty-four (24) hours after receipt of notice, the School Districts may terminate this contract immediately upon written notice to Contractor.

37. **Prevailing Party.** In the event of any litigation, arbitration, or binding dispute resolution arising from this contract, Contractor shall pay the School Districts' reasonable attorney's fees and court costs to the extent the specific School District is determined to be the prevailing party.

38. **Notices.** Any notices required or permitted to be sent by this contract may be sent by hand delivery, facsimile, or U.S. mail. If by facsimile, receipt will be deemed to have occurred upon confirmation that the facsimile was sent. If by U.S. mail, receipt will be deemed to have occurred when the notice is deposited in the U.S. mail, properly addressed and with postage prepaid. Notice may be sent as follows:

If to District 72C:

Dr. Michael Merritt  
Superintendent  
598 N. Elm St.  
Gardner, IL 60424  
(815) 237-2114 (fax)

If to District 73:

Mr. Josh DeLong  
Superintendent  
500 E. Main St.  
Gardner, IL 60424  
(815) 237-2842 (fax)

If to District 75:

Mr. Josh DeLong  
Superintendent  
209 N. Mitchell St.  
Braceville, IL 60407  
(815) 23708044 (fax)

If to District 74:

Mrs. Cindy Christensen  
Superintendent  
375<sup>th</sup> Avenue PO Box 459  
South Wilmington, IL 60474  
(815) 237 2713 (fax)

With a Copy to the School Districts' counsel:

Mr. Matthew Gardner  
Robbins Schwartz  
55 W. Monroe St., #800  
Chicago, IL 60603  
(312) 332-7768 (fax)

If to Contractor: to the addressee and address listed in Contractor's bid submittal.

39. **Choice of Law.** This contract shall be governed by, subject to, and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.

40. **Integration.** This contract includes the Instructions to Bidders, these Conditions of Contract, and the Contract Specifications as contained in this bid package; together with Contractor's Bid Submittal, these documents are collectively known as the "Contract Documents." The Contract Documents constitute the entire agreement between the School Districts and Contractor with respect to their subject matter and supersede any prior oral or written agreement between the parties. This contract may not be cancelled or amended orally, but only by the written agreement of both parties.

41. **Execution of Contract.** Upon the School Districts' notice of award of this contract to the Contractor, Contractor's bid shall be deemed accepted and a binding contract shall be formed.

**END OF CONDITIONS OF CONTRACT.**

## CONTRACT SPECIFICATIONS

**THE CONTRACTOR SHALL PROVIDE THE SERVICES REQUIRED BY THIS CONTRACT, AND SHALL USE THE FOLLOWING INFORMATION TO ESTIMATE THE SCOPE OF ITS SERVICES:**

**THE SCHOOL DISTRICTS' CURRENT TRANSPORTATION ROUTES (FOR ESTIMATE ONLY):**

We currently operate with six separate regular routes. There is a combination of Early Childhood, Vocational Center, and Special Education routes also to be included.

**\*For specific route detail, refer to attachment A.**

The following documents are attached and incorporated into this bid package by reference:

- A) Current bus routes for the 2020-2021 school year.
- B) Bell Schedules – The School Districts reserve the right to modify the bell schedule.
- C) Enrollment Projections.
- D) Additional Information regarding Routes will be available at the Pre-Bid Meeting.

**END OF CONTRACT SPECIFICATIONS.**

**BID FORM GSWB**

The Bidder, \_\_\_\_\_  
 (“Bidder”), hereby submits the following bid prices in response to the Boards of Education of Gardner Community Consolidated School District 72C, Gardner South Wilmington Township High School District 73, and Braceville Elementary School District 75’s Regular Education Student Transportation Bid Package (2021-24).

**BASE BID CALCULATION**

<b>Line</b>	<b>(COLUMN A)  Rate Per Bus</b>	<b>(COLUMN B)  Multiplied By Estimated Number of Buses</b>	<b>(COLUMN C)  Multiplied By Estimated Number of School Days</b>	<b>(COLUMN D)  Equals Total Bid for Route</b>
1a.	2021-22 Rate Per Bus: Buses to GSWB:  \$ _____	x 8	x 176	= \$ _____.
1b.	2022-23 Rate Per Bus: Buses to GSWB:  \$ _____	x 8	x 176	= \$ _____.
1c.	2023-24 Rate Per Bus: Buses to GSWB:  \$ _____	x 8	x 176	= \$ _____.
13.	<b>BASE BID PRICE</b> (ADD TOTAL OF COLUMN D, LINES 1A THROUGH 12C.)			= \$ _____.

[Alternate bid calculations continued on following pages.]

**ALTERNATES & VARYING BID FORMS]**

**ALTERNATE NO. 1 – WAIVER OF PERFORMANCE BOND**

Insert the bid prices to be charged in 2021-2022 if the District waives Bidder's performance bond requirement in Section 1 of the attached Conditions of Contract. The District reserves the right to waive this performance bond requirement for any school year during the term of the contract, and to require a performance bond during any school year, including any school year subsequent to a school year in which this bond requirement was waived. The cap on rate increases will apply.

<b>Line</b>	<b>(COLUMN A) Description</b>	<b>(COLUMN B) Bidder: Insert daily rate per bus for each type of equipment / service listed in Column A.</b>	<b>(COLUMN C) Quantity of Equipment / Service (For estimate only: 2021-2022 required two school buses)</b>	<b>(COLUMN D) Number of Days Per Year</b>	<b>(COLUMN E) Bidder: For each row, multiply Column B x Column C x Column D and enter subtotals in this Column E.</b>
1.	First Division Vehicles (limited to 10 persons)	\$ _____	_____	x 179	\$ _____
2.	School Buses	\$ _____	_____	x 179	\$ _____
3.	Wheelchair lift	\$ _____	_____	x 179	\$ _____
4.	Bus / Vehicle Monitor	\$ _____	_____	x 179	\$ _____
<b>BASE BID PRICE (Add subtotals in Column E)</b>					\$ _____
Insert the percentage cap that will apply to rate increases for 2021-2022 and 2022-2021.					_____ %



**ALTERNATE NO. 2 – SPECIAL RATES**

These rates will apply to field trips and other miscellaneous transportation needs of the District, provided that the District provide at least 72 hours notice of all such trips and events. These rates will remain fixed during the term of the contract (2021-22, 2022-23, and 2023-24).

A.	Fixed Rate Per First Division Vehicle (limited to 10 persons) for Three Hour Trip: \$ _____ Rate Per Quarter Hour in Excess of Three Hours: \$ _____ per quarter hour Add on Rate Per First Division Vehicle for Wheelchair Lift: \$ _____ Add on Rate Per First Division Vehicle for Monitor: \$ _____
B.	Fixed Rate Per School Bus for Three Hour Trip: \$ _____ Rate Per Quarter Hour in Excess of Three Hours: \$ _____ per quarter hour Add on Rate Per School Bus for Wheelchair Lift: \$ _____ Add on Rate Per School Bus for Monitor: \$ _____
Insert the percentage cap that will apply to rate increases for 2022-23 and 2023-24.	
_____ %	

**ALTERNATE NO. 2 – ACTIVITY ROUTE PRICES**

27a.	2021-22 Rate Per Bus: Activity Route under 63 miles:  \$ _____	2021-22 Rate Per Bus: Additional PER MILE CHARGE for Activity Route exceeding 63 miles:  \$ _____
27b.	2022-23 Rate Per Bus: Activity Route under 63 miles:	2022-23 Rate Per Bus: Additional PER MILE CHARGE for Activity Route exceeding 63 miles:

	\$ _____	\$ _____
27c.	2023-24 Rate Per Bus: Activity Route under 63 miles:  \$ _____	2023-24 Rate Per Bus: Additional PER MILE CHARGE for Activity Route exceeding 63 miles:  \$ _____

<b>ALTERNATE NO. 3 – CHARTER ROUTE PRICES</b>		
28a.	2021-22 Rate Per Bus: Charter Route under 63 miles:  \$ _____	2021-22 Rate Per Bus: Additional PER MILE CHARGE for Charter Routes exceeding 63 miles:  \$ _____
28b.	2022-23 Rate Per Bus: Charter Route under 63 miles:  \$ _____	2022-23 Rate Per Bus: Additional PER MILE CHARGE for Charter Routes exceeding 63 miles:  \$ _____
28c.	2023-24 Rate Per Bus: Charter Route under 63 miles:  \$ _____	2023-24 Rate Per Bus: Additional PER MILE CHARGE for Charter Routes exceeding 63 miles:  \$ _____

<b>ALTERNATE NO. 4 – WAITING TIME CHARGE</b>		
30a.	2021-22 Rate Per Bus: Waiting Time Charge PER HOUR for Activity Routes and Charter Routes, :  \$ _____	
30b.	2022-23 Rate Per Bus: Waiting Time Charge PER HOUR for Activity Routes and Charter Routes:	

	\$ _____	
30c.	2023-2024 Rate Per Bus: Waiting Time Charge PER HOUR for Activity Routes and Charter Routes:  \$ _____	

	<b>ALTERNATE NO. 5 – INTRA-DISTRICT (GSWB) FIELD TRIPS</b>	
32a.	2021-22 Rate Per Bus: In-District Field Trip (waiting time charge and all mileage included):  \$ _____	
32b.	2022-23 Rate Per Bus: In-District Field Trip (waiting time charge and all mileage included):  \$ _____	
32c.	2023-24 Rate Per Bus: In-District Field Trip (waiting time charge and all mileage included):  \$ _____	

ALTERNATE NO. 6 – SUMMER SCHOOL ROUTE		
34a.	2021-22 Rate Per Bus: Summer School Route (no waiting time; all mileage included):  \$ _____	
34b.	2022-23 Rate Per Bus: Summer School Route (no waiting time; all mileage included):  \$ _____	
34c.	2023-24 Rate Per Bus: Summer School Route (no waiting time; all mileage included):  \$ _____	

**END OF BID FORM**

**BIDDER'S BID SUBMITTAL**

1. Bidder acknowledges receipt of the following Addenda:  
\_\_\_\_\_.
2. Bidder acknowledges that the foregoing Base Bid and Alternate Bid Nos. 1-6, are based upon the Instructions to Bidders, Conditions of Contract, Contract Specifications, and Addenda (the "Contract Documents").
3. Bidder's bid shall attach all forms and documents as required by the Instructions to Bidders.
4. Upon the School Districts' award of the contract to Bidder, Bidder agrees to perform the contract in accordance with the Contract Documents.
5. Bidder acknowledges that this bid is firm and irrevocable for a period of ninety (90) days after the date of bid opening.

	Bidder: _____
Subscribed and sworn on:	By: _____
Date: _____	Its: _____
By: _____	Date: _____
Notary Public	
	Bidder's Address: _____
	_____
	_____
	Bidder's Fax: _____

**[CONTINUED ON NEXT PAGE]**

**AWARD OF CONTRACT BY DISTRICT**

The Board of Education of Gardner Community Consolidated School District 72C hereby awards Bidder the contract for Regular Student Transportation Services (2021-24).

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**AWARD OF CONTRACT BY DISTRICT**

The Board of Education of Gardner-South Wilmington Township High School District 73 hereby awards Bidder the contract for Regular Student Transportation Services (2021-24).

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**AWARD OF CONTRACT BY DISTRICT**

The Board of Education of Braceville Elementary School District 75 hereby awards Bidder the contract for Regular Student Transportation Services (2021-24).

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**AWARD OF CONTRACT BY DISTRICT**

The Board of Education of South Wilmington Consolidated School District 74 hereby awards Bidder the contract for Regular Student Transportation Services (2021-24).

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_  
Board Secretary

Date: \_\_\_\_\_

**BIDDER'S CERTIFICATIONS**

**ELIGIBILITY TO BID**

The undersigned hereby certifies that Bidder is not barred from bidding on this 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.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**NON-COLLUSION AFFIDAVIT**

The undersigned certifies that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. This individual further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**EQUAL OPPORTUNITY**

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**SEXUAL HARRASSMENT POLICY**

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**NO SMOKING**

The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the District's no smoking policy at all times during performance of the Contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)



**DRUG FREE WORKPLACE**

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

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

**BIDDING SUBMITTAL CERTIFICATIONS**

The undersigned further certifies that:

1. He or she is the duly authorized agent of Bidder; that Bidder has given him / her actual authority to submit this base bid and alternate bids; that he / she is expressly authorized by Bidder to execute these certifications on Bidder's behalf; and that the District may rely upon all certifications submitted.

2. Bidder has reviewed and fully understands the scope of the Contract, has completely reviewed the general and specific conditions and requirements of the Contract, and is aware of all applicable laws and their requirements.

3. Bidder 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.

4. Bidder acknowledges that the District cannot determine in advance the exact number and location of students to be transported pursuant to this Contract as school enrollment and placements fluctuate from year to year. Notwithstanding these uncertainties, all services performed by Bidder shall be performed at the rates contained in Bidder's bid.

5. Bidder is the following type of business entity, in good standing with the State of Illinois: \_\_\_\_\_ . Bidder is duly authorized by the State of Illinois to conduct business in Illinois.

6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.

7. All figures and responses submitted on this bid are true, complete, and accurate. All documents attached to and submitted with this bid are true, complete, and authentic.

8. Attached hereto is Bidder's current financial statement, which has been certified by a Certified Public Accountant.

9. Each of bidders employees who have or will have contact with students have successfully passed, pursuant to the School Code, an Illinois criminal background and investigation check.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

## **BIDDER'S QUESTIONNAIRE**

1. Describe Bidder's management experience in student transportation.
  
2. Identify the address(es) where the buses will be housed and serviced.
  
3. Identify at least three to five references for current student transportation contracts you are presently servicing which are comparable in scope to the requirements of this Contract. Use below form.
  
4. Identify all transportation contracts that have resulted in a claim of default against Bidder, or an attempt to terminate Bidder from the contract, or any litigation or arbitration by or against Bidder. Use below form and additional sheets if necessary.
  
5. Attach Bidder's three (3) most current certified audit statements and management letters as well as a letter from a bank the Contractor is doing business with stating the financial condition of the Contractor.
  
6. Describe Bidder's training and safety program for drivers. Use additional attachments if necessary.
  
7. Describe Bidder's business strategy for avoiding driver shortages and equipment shortages.

8. Identify the person who will serve as the Designated Representative for the School Districts, and provide said person's curriculum vitae or other description of the person's experience and qualifications.

**Current Contracts for Student Transportation Services**

Please list the names, addresses, and contact information of school districts or organizations for which Bidder currently provides student transportation services that are comparable in scope to this Contract. Submit this page with the bid.

Organization:	Contact Person	Telephone No.
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1)		
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2)		
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3)		
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4)		
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5)		
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**Contracts Involving Default, Termination, and/or Litigation or Arbitration**

Please list the names, addresses, and contact information of all school districts and organizations for which Bidder's student transportation services contract resulted in a claim of default against Bidder, or an attempt to terminate Bidder from the contract, or any litigation or arbitration by or against Bidder. Submit this page with the bid.

Organization:	Contact Person	Telephone No.
1)		
2)		
3)		
4)		
5)		
6)		
7)		

**END OF BIDDER'S QUESTIONNAIRE.**

## Attachments

- A) Current [bus routes](#) for the 2020-2021 school year.

**B) School bell schedules**

- GGS, GSW, BES run traditional 8-3 bell schedules
- SWGS schedule is 7:55-2:40



**C) Projected enrollments for 2021-2022 school year**

- GGS- 175
- GSW- 195
- SWGS- 85
- BES- 105

