



April 26, 2019

Tanner Johnson
First Transport

VIA EMAIL – tannerfirsttransport@gmail.com

Re: FOIA Request dated April 19, 2019 and received April 19, 2019

Subject: Requesting all current transportation contracts for Alternative/Special Needs Transportation between CUSD 308 and the awarded vendors for research purposes.

Dear Mr. Johnson:

This letter will serve as Oswego Community Unit School District 308's response to your April 19, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #19-19*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer



Mary Buckley <mbuckley@sd308.org>

FOIA Request of Information - Transportation Contractor Services

1 message

Derrick Berlin <dberlin@sd308.org>

Wed, Apr 24, 2019 at 8:50 AM

To: Mary Buckley <mbuckley@sd308.org>

Cc: Derrick Berlin <DBerlin@sd308.org>, Debra Simpson <dsimpson@sd308.org>

Good Morning Mary,

Please find attached the original 2016 Request for Proposal of contracted transportation services and the two BOE approved contract extensions. The contract extension with Septran is for special education transportation services and the extension for First Student is for regular education services.

Please let me know if you have any further questions.

Sincerely,

Derrick S. Berlin, CDPT
Director of Transportation



District Transportation Center
55 Stonehill Road
Oswego, IL 60543
630-636-2999

2 attachments



Scanned from a Xerox Multifunction Printer.pdf
616K



PUPIL TRANSPORTATION SERVICES RFP 5-12-16 UPDATE.docx
1083K

TRANSPORTATION CONTRACT EXTENSION BETWEEN
OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308
AND SEPTRAN, INC.

This Transportation Contract Extension ("Contract"), is made and entered into this ____ day of April, 2018, by and between the Board of Education, hereinafter the "Board", of Oswego Community Unit School District 308, 4175 Route 71, Oswego, Illinois 60543, hereinafter referred to as "District", and Septran, Inc. of 2601 Navistar Drive, Lisle, IL 60532, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, District, a school district in need of pupil transportation services, issued a Request for Proposals including bid specifications and associated bid documents (collectively "District's RFP") soliciting proposals from qualified transportation providers, and

WHEREAS, Contractor, a school bus transportation provider authorized to do business in the State of Illinois, submitted a Base Proposal ("Contractor's Proposal") in response to the RFP and was selected by the District to provide such transportation.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the sums hereinafter set forth, Contractor will provide special education transportation services for resident students of District from whom District shall order such transportation under the following terms and conditions:

1. **Term:**

The initial term of the Contract began July 1, 2016 and will end June 30, 2018. It is herein agreed the initial contract shall be extended for two (2) additional one year periods as approved by the District in accordance with the original RFP.

The Contract is for a minimum occurrence of daily routes operating 180 days at the unit rates noted on Appendix M. If the actual number of operating day's falls below the dates noted during any school year, including those cancelled for inclement weather or other circumstances, then Contractor will invoice District and District agrees to pay a sum equal to 40% of the daily charges for daily routes for each day the number of operating day's falls below the days noted. District at its option may require Contractor to conduct two hours of employee training on an invoiced non-operating day.

2. **District RFP and Contractor Proposal Changes:**

District and Contractor agree to remove all "Clarifications", items 1 through 28 as stated in the Contractor's Proposal except as stated herein.

2.14 To the extent cause by Contractor, and to the fullest extent permitted by law, Contractor shall indemnify, keep and save harmless the Board, their agents, officials, employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses arising from or related to any act, negligence or omission of Contractor or its employees in performing under the Contract, and Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorneys costs and any other expenses arising there from or incurred against the Board in any such action, except to the extent caused by any negligence of the Board or its employees.

2.16 District 308 Right of Termination is removed from the agreement in its entirety.

2.17 At such time District determines Contractor has failed to perform the obligations of the Contract and a penalty is to be assessed, District will notify Contractor via email within five business days of awareness of the failure and the penalty will be credited on the subsequent Contractor's invoice. Should District not inform Contractor within five business days of awareness, Contractor shall be relieved of its obligation to pay said penalties for the event. When Contractor is found to be in default, Contractor shall correct the default within seven (7) calendar days. All remaining provisions shall remain in effect. In the event the Contract is terminated as a result of default by Contractor, the whole Contract will be terminated. District shall be liable for payment for all services rendered under the payment provisions of Contract through the effective date of default.

2.23 The cost of a performance bond equaling 100% of annual projected revenue is included in the unit rates as listed on Contractor's Proposal Appendix M. If requested in writing by District on or before July 1st of each contract year, District can waive the performance bond requirements. If waived the annual cost of the performance bond of \$8,564.46 will be credited to District.

2.3 District agrees the Contractor's Proposal is based on the compensation package presented in the Contractor's Proposal and are not designed to meet the requirements of the provisions of the Third Party Non-Instructional Services Provision of Public Act 095-0241 (105 ILCS 5/10-22.34c) for the outsourcing of District employees given that the Contractor's Proposal was for services that were previously outsourced with a third party contractor.

3.2E/F Lap Shoulder Belt combinations shall not be considered basic equipment nor required of Contractor.

3.2I Contractor agrees to provide one portable handheld radio programmed to hear the Contractor, buses and base station for District liaison to monitor radio traffic and aide in coordinating emergencies. The parties agree that any desired contact to bus drivers be made through the Contractor's dispatch office.

3.2J Each bus shall be equipped with digital camera technology, to ensure the safety and wellbeing of all riders. At a minimum the system should have two viewing angles (driver/door and aisle/seating area) as well as clear audio. In addition the system should record in color and be viewable in low light conditions. The system must be able to store a minimum of fifteen (15) days of video. District and Contractor acknowledge that the digital camera system may maintain video and audio for only a finite period of time before it is overwritten by the system as part of the system's normal course of operation. If District does not request copies of audio or video footage prior to the system overwriting them as normal course of operation, then Contractor shall not be liable. However, Contractor shall not delete, or cause the system to overwrite, audio or video footage outside of the system's normal course of operation. Contractor shall provide video/audio footage requested in writing by District prior to 10:00 a.m. by no later than 3:00 pm of that same day. Contractor shall provide video/audio footage requested in writing by District after 10:00 a.m. by noon the following business day. Contractor will be assessed a \$150.00 penalty each time a video request is not fulfilled within the time limits or when a video is not accessible. The parties agree that the time limit will be waived when the vehicle is on a long distance route or trip, off-site for service or other matters outside of Contractor's control where the vehicle is unable to be returned in time for Contractor to reasonably be able to retrieve the video. Contractor understands that District has sole rights to the video and audio

and District must approve all distribution and viewing of any video of District students, routes, etc. Contractor shall cooperate with District regarding and adhere to the District's policies, procedures, rules and regulations relating to, the use of audio and video surveillance tapes, viewing and disclosure thereof in connection with any Student disciplinary or other actions relating to Students arising from Transportation Services. Contractor agrees to promptly furnish to District any requested audio or video surveillance footage. Except in the event caused by the Contractor, its employees or agents, Contractor shall not be liable for District's failure to obtain the proper student/parent authorizations or if District improperly uses the video surveillance footage.

Contractor Provided Medical Services:

Contractor will provide First Aid, CPR, and Epi-Pen training subject to Contractor's guidelines, a copy of which will be provided to and approved by District's Director of Health Services or designee. Contractor will not provide other medical services, including, but not limited to: Versa Magnet; Diastat; or Tracts and tube medical procedures unless such services are required of a private school contractor by State or Federal law. Should a student require these procedures, District shall provide a suitably trained individual to ride along with the student to address their needs. Contractor shall work closely with District Administration, families, and emergency responders to prepare a medical emergency plan to address individual students as necessary and may include procedures to be included in a sealed envelope to remain with the student in their backpack and with Contractor's dispatchers who would be the first to alert the emergency responders.

3. **Scope of Services Required:** Contractor shall, during the term of this Contract, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill District's needs for transportation services as described in the Contract, District's RFP and Contractor's Proposal. In the event of a conflict between these documents the provisions of this Contract will control. Otherwise, the terms of the District's RFP shall govern the parties' relationship, in the following order of precedence: 1) District's RFP and 2) Contractor's Proposal.

District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District further agrees to maintain a minimum of five (5) route packages with use of Type A yellow school buses at the rates established in Appendix M (Base Bid). The remaining route packages will be operated in Multi-Purpose School Vehicles at the rates supplied in Appendix M (Alternate Bid-MPV). District may increase or decrease services to be provided by Contractor under the Contract but shall maintain a minimum of twenty-eight (28) route packages.

4. **Compensation and Billing:** Commencing on July 1, 2018, In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the daily rates set forth in the Contractor's amended Appendix M: Request for Pricing Proposal Summary Part Two (revised date 2-27-18) as provided herein. The fuel mileage calculations and the excess route hour calculations will be calculated starting and ending at the nearest District boundaries to Contractor facility.

Said sums shall be paid monthly upon the presentation to District of the number of days actually run in the preceding month. These sums shall be paid no later than thirty (30) days after receipts of statement for services rendering during the previous month provided

Contractor has submitted all invoicing and supporting documentation in a timely manner according to the RFP. Payments by credit card will not be accepted. In the event that payments are not received within sixty (60) days, service may be discontinued until such time Contractor has received all sums due.

The monthly home to school invoice will be itemized to include a proration of the Contractor's startup costs related to the initial transition to contracted services. The proration of startup costs are included in the monthly billing are used for Contractor accounting practices only and are not an additional cost to the District.

5. **Routes:** The routes to be followed by said buses shall be established by District with the consultation of Contractor and shall be provided to Contractor at least 14 days prior to the start of school for each school year. Any change or elimination thereafter of the routes the buses travel may be made by District, if deemed necessary, but any changes in route shall be immediately made known to Contractor. Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District.
6. **Personnel:** Contractor agrees to provide persons responsible for bus operations as defined in District's RFP. Such persons shall be available for consultation with District regarding Contractor's performance of service under this Contract. District reserves the right to provide a written request via email for the removal from service to District of any Contractor employee doing business for District based upon the reasonable judgment of District as to said employees performance or ability to perform his/her duties provided such request does not violate any laws against discrimination.

District and Contractor agree not to hire, re-hire, or otherwise employ any employee from the other party during the term of the Contract or extension thereof. In the event an employee of the other party is hired, re-hired or otherwise employed during the term of the Contract, the other party shall provide a \$3,000.00 credit for each employee hired, and \$15,000.00 for each supervisor, dispatcher or technician.

Should Contractor be required by law under the Patient Protection and Affordable Health Care Act (PPACA) to provide part-time workers (bus drivers and or bus monitor/aide) health care insurance coverage, District agrees to reimburse Contractor for 50% of Contractors portion of the insurance premium per employee conducting only District work who has elected coverage provided District receives all requested documentation. Contractor shall invoice the cost stated above via the monthly invoice. Contractor will use commercially reasonable efforts to efficiently manage the operation to minimize route hours, total cost to District, and the impact of rising health care costs.

7. **Prevailing Wage Law:** Contractor shall pay the prevailing wage as required by 820 ILCS 130/01 et seq. to all laborers, workers, and mechanics performing work under this Contract.
8. **Criminal Background Check:** Contractor shall not send to any school property any employee or agent who would be prohibited from being employed by District due to a conviction of a crime listed in 105 ILCS 5/21B-80, or who is listed in the Illinois Sex Offender Registry or the Illinois Murder and Violent Offender Against Youth Registry. Contractor shall present to District upon request proof that each employee who will be sent to any school building or school property has undergone and cleared a fingerprint-based criminal history records check.

9. **Non-Discrimination Provision:** Contractor agrees to comply with the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Constitution of the United States, the 1970 Constitution of the State of Illinois and any laws, regulations or orders, State or Federal, which prohibit discrimination on the grounds of race, sex, religion, national origin, inability to speak or comprehend the English language, or by reason of disability.
10. **Insurance and Indemnification:** Contractor, at its sole expense, agrees to provide the insurance coverages as required by District's RFP. District agrees Contractor may obtain the combined single limit bodily injury damage coverage of \$20,000,000 as stated in the District's RFP for each occurrence through a \$10,000,000 Commercial General Liability base policy with an excess liability policy of \$10,000,000.

Certified copies of insurance policies, acceptable to District, will be submitted by Contractor prior to the commencement of any activity under the Contract. All policies will list as additional insured Contractor, District, its Board of Education, both individually and collectively, and all agents, representatives and employees of Contractor and District for claims arising under this Contract. Each policy will affirmatively state that the coverage therein described will not be cancelled until at least thirty (30) days prior written notice has been given to District.

Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of the Contract, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.

11. **Records and Reports:** Contractor shall provide within 21 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.

12. **Confidentiality:** All student data and route information provided to Contractor, its representatives, employees and agents, shall be treated as confidential in accordance with the federal and state confidentiality laws with respect to student records, including, but not limited to, the Illinois Student Records Act (105 ILCS 10/1 et seq.) and the Family Educational Rights and Privacy Act (20 U.S.C. §1232g. 34 CFR Part 99) and shall not be disclosed or provided to any individual not directly responsible for the transportation of said students, unless Contractor has received written authorization from the District to release and/or share any such information.
13. **Contractor Default:** At such time District determines Contractor has failed to perform the obligations of the Contract and a penalty is to be assessed, District will notify Contractor within five business days of awareness of the failure and the penalty will be credited on the subsequent Contractor's invoice. Should District not inform Contractor within five business

days of awareness, Contractor shall be relieved of its obligation to pay said penalties for the event.

14. **Inclement Weather:** Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:30 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of supplemental transportation.
15. **Assignment:** This Contract shall not in any manner be transferred or assigned to or between partners and/or individuals without written consent of the Board, except to Contractor's parent company, affiliates, subsidiaries, or related legal entities which consent shall not be unnecessarily withheld or delayed.
16. **Force Majeure:** In the event Contractor is unable to provide the transportation services as described in the Contract because of acts of God, fire, riot, war, picketing, civil connections, labor dispute, strike, governmental acts, regulations or executive orders or other causes beyond its control, District shall excuse Contractor from performing hereunder and shall have the right to take over the operation of such buses that Contractor is prevented from operating until Contractor is able to resume operations; provided, however, that District shall provide properly licensed drivers, insurance, and indemnification all acceptable to Contractor in its sole discretion. During such period of time, District shall pay Contractor for such buses the amounts otherwise due Contractor after deducting all costs and expenses reasonably incurred by District in operating Contractor's buses. During any such time, District shall keep accurate accounts of all services used by it in maintaining such transportation services, as it performed pursuant to the Contract and of all responsible expenditures made by District for such operations.
17. **Dispute Resolution:** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under the Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in the Contract shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.
18. **Status of Contractor:** In the interpretation of the Contract and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.
19. **Severability:** In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

20. **Notice to Parties:** All notices to be given by the parties to the Contract shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

1. Notices to District shall be addressed to:

Derrick S. Berlin
Director of Transportation
Oswego Community Unit School District #308
55 Stonehill Road
Oswego, IL 60543

2. Notices to Contractor shall be addressed to:

Justin Grygiel
Region Manager
Durham School Services and Septran, Inc.
2601 Navistar Drive
Lisle, IL 60532

3. With a copy to:

Attn: Contract Administrator
Durham School Services and Septran, Inc.
2601 Navistar Drive
Lisle, Illinois 60532

District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.


21. **District's RFP:** All items included in the District's RFP, which are not otherwise expressly provided for in the Contract, are hereby incorporated in the Contract. District and Contractor agree to be bound by the terms of the District's RFP to the extent the RFP is not in conflict with the express terms of the Contract.
22. **Entire Agreement:** The Contract and the District's RFP set forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in the Contract and the District's RFP.
23. **Compliance with the Law:** Notwithstanding any contrary provision in the Contract, District and Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.
24. **Change in Law or Scope:** Notwithstanding any contrary statements in the Contract or any documents incorporated herein by reference, in the event any federal, state, local, or other governing body's statutes, laws, rules, or regulations impact Contractor's method and/or cost in connection with the provisions of services hereunder (e.g., changes in equipment requirements, changes in service requirements, changes in unemployment insurance benefit requirements, increase in minimum wage, etc.) or in the event there are other material changes in the requirements of District (such as enrollment changes or changes to the vehicle types to be used), and the impact of such changes materially impacts the methods and/or cost of Contractor in connection with providing bus service hereunder during the term of the Contract, Contractor, upon written notice to District, may request a renegotiation of the

Contract which shall be conducted in good faith. Such renegotiations may include, without limitation, changes in rates, term, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Contract resulting from such negotiations shall become effective on a mutually agreed upon date. If the parties cannot come to an agreement, either party may terminate the Contract upon a one hundred twenty (120) days' written notice.

25. **Place of Contract/Controlling Law:** The Contract shall be governed by the laws of the State of Illinois. All references in this contract to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Illinois.
26. **Authority:** Both parties warrant that they are properly authorized to enter into the Contract.

IN WITNESS WHEREOF, the respective parties have caused this Contract to be signed and attested by their duly authorized representatives the day and year first above written.

**OSWEGO COMMUNITY UNIT
SCHOOL DISTRICT 308**



Bradley A. Banks, School Board President



Jared Ploger, School Board Secretary

4/9/18

Date

SEPTRAN, INC.



Septran Authorized Representative

CFU

Title

4/4/18

Date

Approved by Legal



APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
<i>Vehicle / Driver Rates</i>				
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	No Bid	No Bid	No Bid	No Bid
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	\$226.35	\$232.01	\$242.45	\$253.97
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	\$226.35	\$232.01	\$242.45	\$253.97
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	\$12.48	\$12.79	\$13.11	\$13.64
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	\$12.48	\$12.79	\$13.11	\$13.64
Surcharge per wheelchair bus, per day.	n/a	n/a	n/a	n/a
<i>Bus Monitor Rates</i>				
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$76.80	\$78.72	\$83.68	\$85.77
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$4.80	\$4.92	\$5.23	\$5.36
<i>Field Trip Rate</i>				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$102.31	\$104.87	\$107.49	\$111.79
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$12.48	\$12.79	\$13.44	\$13.98

APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
<i>Vehicle / Driver Rates</i>				
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	No Bid	No Bid	No Bid	No Bid
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	\$257.32	\$263.75	\$270.34	\$281.15
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	\$257.32	\$263.75	\$270.34	\$281.15
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	\$14.18	\$14.54	\$14.90	\$15.50
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	\$14.18	\$14.54	\$14.90	\$15.50
Surcharge per wheelchair bus, per day.	\$0.00	\$0.00	\$0.00	\$0.00
<i>Bus Monitor Rates</i>				
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$76.80	\$78.72	\$83.68	\$85.77
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$4.80	\$4.92	\$5.23	\$5.36
<i>Field Trip Rate</i>				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$116.31	\$119.22	\$122.20	\$127.09
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$14.18	\$14.54	\$15.28	\$15.89

TRANSPORTATION CONTRACT EXTENSION BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT 308
AND FIRST STUDENT, INC.

This Transportation Contract Extension ("Contract"), is made and entered into this ____ day of April, 2018 by and between Community Unit School District 308, 4175 Route 71, Oswego, Illinois 60543, hereinafter referred to as "District", and First Student, Inc., of 600 Vine Street, Suite 1400 Cincinnati, Ohio 45202, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, District, a school district in need of pupil transportation services, issued a Request for Proposals, including bid specifications and associated bid documents (collectively "District's RFP") soliciting proposals from qualified transportation providers, and

WHEREAS, Contractor, a school bus transportation provider authorized to do business in the State of Illinois, submitted a Base Proposal ("Contractor's Proposal") in response to the District's RFP and was selected by the District to provide such transportation.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the sums hereinafter set forth, Contractor will provide regular education transportation services for resident students of District from whom District shall order such transportation under the following terms and conditions:

1. **Term and Extension:**

The initial term of the Contract began July 1, 2016 and will end June 30, 2018. It is herein agreed the initial contract shall be extended for two (2) additional one year periods as approved by the District in accordance with the original RFP.

2. **District's RFP and Contractor Proposal Changes:**

The District and Contractor agree to remove all "Executive Summary and Exceptions" as stated in the Contractor's Proposal except for those stated herein.

2.16 District 308 Right of Termination is removed from the Contract in its entirety.

2.17 If District determines the Contractor has failed to perform the obligations of the Contract and a penalty is to be assessed, the District will notify the Contractor within five (5) business days of awareness of the failure and the penalty will be credited on the subsequent Contractor's invoice. Should the District not inform the Contractor within five (5) business days of awareness, the Contractor shall be relieved of its obligation to pay said penalties for the event. When the Contractor is found to be in default, the Contractor shall correct the default within seven (7) calendar days. All remaining provisions shall remain in effect. No liquidated damages shall be assessed if Contractor has provided documented proof of a failure or delay due to weather, road construction, traffic delays, inaccurate route directions or non-personnel related situations beyond the control of Contractor. Liquidated damages will be reduced by 50% for each month the Contractor maintains a 97% or above on-time performance rate.

3.2E/F Lap Shoulder Belt combinations shall not be considered basic equipment nor required of the Contractor.

3.2J Contractor shall provide video/audio footage requested in writing by District prior to 10:00 a.m. by no later than 3:00 pm of that same day. Contractor shall provide video/audio footage requested in writing by District after 10:00 a.m. by noon the following business day. The District shall hold the Contractor harmless for liability of video recordings provided it does not show fault on the part of the Contractor. All other provisions shall remain in effect.

3.3A If the District determines the Contractor has failed to provide service and/or modifies, splits, changes or adjusts route directions, packages without approval as stated above, the Contractor will be charged a penalty of \$250.00, per occurrence to be withheld from the next subsequent payment due subject to the notice and assessment provisions of section 2.17A. Any requested route changes shall be implemented within forty-eight (48) hours. Any route change liquidated damages shall not be assessed until three days after the date of the route change. All other provisions shall remain in effect.

3.6B The Contractor may provide a dedicated cell phone line in place of a hard wired phone line for private use of the District provided it is accessible at all times. All other provisions shall remain in effect.

3.7I The District agrees to provide Epi-Pen usage and Allergy protocol training to the Contractor's employees conducting District work.

Omissions: The District and the Contractor agree to negotiate in good faith items that become relevant to the Contractor's obligations not stated in the Contract, District's RFP or Contractor's Proposal.

Field Trip Conflict Rate: A Conflict Fee of \$100.00 will be charged to the District for a field trip scheduled prior to 9:00 am or between 2:30 & 4:30 pm. Rounding hours as defined under regulations 29 CFR 785.48(b) of the Fair Labor Standards Act shall apply when calculating billable field trip hours.

District agrees no liquidated damages shall be assessed during the first fifteen (15) days of school.

3. Scope of Services Required:

Contractor shall, during the term of the Contract, supply and maintain such school buses (in quantity and capacity not to exceed a fleet-wide average age of ten years) and personnel as are required to fulfill District's needs for transportation services as described in the Contract, District's RFP and Contractor's Proposal. In the event of a conflict between these documents the provisions of this Contract will control. Otherwise, the terms of the District's RFP and Contractor's Proposal shall govern the parties' relationship, in the following order of precedence: 1) District's RFP and 2) Contractor's Proposal.

District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under the Contract but shall maintain a minimum of fifty (50) route packages. In the event the District requires an increase or decrease in service levels, Contractor shall be afforded a period of five (5) days following implementation of a new route package during which time no liquidated damages may be assessed.

4. **Compensation and Billing:**

Commencing on July 1, 2018, in consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the daily rates set forth in the Contractor's amended Appendix M: Request for Pricing Proposal Summary Part Two as provided herein. The fuel mileage calculations and the excess route hour calculations will be calculated starting and ending at the closest district boundaries.

Said sums shall be paid monthly upon the presentation to District of the number of days actually run in the preceding month. These sums shall be paid no later than thirty (30) days after receipts of statement for services rendering during the previous month.

5. **Routes:** The routes to be followed by said buses shall be established by District with the consultation of Contractor and shall be provided to Contractor at least 14 days prior to the start of school for each school year. Any change or elimination thereafter of the routes the buses travel may be made by District, if deemed necessary, but any changes in route shall be immediately made known to Contractor. Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District.

6. **Personnel:** Contractor agrees to provide persons responsible for bus operations as defined in the District's RFP except District agrees the Contractor can provide three full time shared office personnel in lieu of dedicated personnel. Such persons shall be available for consultation with District regarding Contractor's performance of service under the Contract. District reserves the right to request the removal from service to District of any Contractor employee doing business for the District based upon the reasonable judgment of District as to said employees performance or ability to perform his/her duties.

7. **Prevailing Wage Law:** Contractor shall pay the prevailing wage as required by 820 ILCS 130/01 et seq. to all laborers, workers, and mechanics performing work under this Contract.

8. **Insurance and Indemnification:**

Contractor, at its sole expense, agrees to provide the insurance coverages as required by District's RFP.

Certified copies of insurance policies, acceptable to District, will be submitted by Contractor prior to the commencement of any activity under the contract. All policies will list as additional insured Contractor, District, its Board of Education, both individually and collectively, and all agents, representatives and employees of Contractor and District for claims arising under the Contract. Each policy will affirmatively state that the coverage therein described will not be cancelled until at least thirty (30) days prior written notice has been given to District.

Contractor agrees to indemnify, hold harmless and defend District, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of the Contract or any breach by the Contractor of the terms or requirements of the District's RFP, except

to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.

9. Records and Reports:

Contractor shall provide within 21 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided.

Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement.

10. Confidentiality:

All student data and route information provided to Contractor, its representatives, employees and agents, shall be treated as confidential in accordance with the federal and state confidentiality laws with respect to student records, including, but not limited to, the Illinois Student Records Act (105 ILCS 10/1 et seq.) and the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g, 34 CFR Part 99) and shall not be disclosed or provided to any individual not directly responsible for the transportation of said students, unless Contractor has received written authorization from the District to release and/or share any such information.

11. Inclement Weather: Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:30 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of supplemental transportation.

12. Assignment: The Contract shall not in any manner be transferred or assigned to or between partners and/or individuals without written consent of the Board of Education, which consent shall not be unnecessarily withheld or delayed.

13. Force Majeure: In the event Contractor is unable to provide the transportation services as described in the Contract because of acts of God, fire, riot, war, picketing, civil connections, labor dispute, strike, governmental acts, regulations or executive orders or other causes beyond its control, District shall excuse Contractor from performing hereunder and shall have the right to take over the operation of such buses that Contractor is prevented from operating until Contractor is able to resume operations; provided, however, that District shall provide properly licensed drivers, insurance, and indemnification all acceptable to Contractor in its sole discretion. During such period of time, District shall pay Contractor for such buses the amounts otherwise due Contractor after deducting all costs and expensed reasonably incurred by District in operating Contractor's buses. During any such time, District shall keep accurate accounts of all services used by it in maintaining such transportation services, as it performed pursuant to the Contract and of all responsible expenditures made by District for such operations.

14. **Dispute Resolution:** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under the Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in the Contract shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.
15. **Status of Contractor:** In the interpretation of the Contract and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.
16. **Severability:** In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.
17. **Notice to Parties:** All notices to be given by the parties to the Contract shall be in writing and served by depositing same in the United States mail, postage prepaid, registered or certified mail.

1. Notices to District shall be addressed to:

Derrick S. Berlin
Director of Transportation
Oswego Community Unit School District #308
55 Stonehill Road
Oswego, IL 60543

2. Notices to Contractor shall be addressed to:

Ms. Leslie Norgren
Area General Manager
First Student, Inc.
1717 Park Street, Suite 225
Naperville, IL 60563

With a copy to:

General Counsel
First Student, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202

District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

18. District's RFP: All items included in the District's RFP, which are not otherwise expressly provided for in the Contract, are hereby incorporated in the Contract. District and Contractor agree to be bound by the terms of the District's RFP to the extent the RFP is not in conflict with the express terms of the Contract.
19. Entire Agreement: The Contract and the District's RFP set forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no representations, either oral or written, between District and Contractor other than those contained in the Contract and the District's RFP.
20. Compliance with the Law: Notwithstanding any contrary provision in the Contract, Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.
21. Place of Contract/Controlling Law: The Contract shall be governed by the laws of the State of Illinois. All references in the Contract to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Illinois.
22. Authority: Both parties warrant that they are properly authorized to enter into this Contract.

IN WITNESS WHEREOF, the respective parties have caused the Contract to be signed and attested by their duly authorized representatives the day and year first above written.

OSWEGO COMMUNITY UNIT
SCHOOL DISTRICT 308


Bradley A. Banks, School Board President


Jared Ploger, School Board Secretary

Date

4/9/18

FIRST STUDENT, INC.


First Student, Inc. Authorized Representative

Title

Sr. Vice President

Date

4/4/2018

APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
<i>Vehicle / Driver Rates</i>				
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	\$290.02	\$298.72	\$313.66	\$329.34
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	\$290.02	\$298.72	\$313.66	\$329.34
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	\$290.02	\$298.72	\$313.66	\$329.34
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	\$15.99	\$16.47	\$17.29	\$18.16
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	\$15.99	\$16.47	\$17.29	\$18.16
Surcharge per wheelchair bus, per day.	\$20.00	\$20.60	\$21.63	\$22.71
<i>Bus Monitor Rates</i>				
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	\$73.41	\$75.61	\$79.39	\$83.36
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	\$4.59	\$4.72	\$4.96	\$5.20
<i>Field Trip Rate</i>				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	\$90.00	\$92.70	\$97.34	\$102.20
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	\$11.25	\$11.59	\$12.17	\$12.78



COMMUNITY UNIT
SCHOOL DISTRICT

World-Class Schools Serving Caring Communities

Community Unit School District 308

4175 Route 71
Oswego, IL 60543

Request for Proposals of Pupil Transportation Services



May 2016

1.1 Instructions to Contract Bidders

REQUEST FOR PRICING (RFP) OVERVIEW

It is the responsibility of the School District to periodically evaluate the transportation services and related costs to provide appropriate cost effective services to students. School District 308 is seeking Proposals for qualified pupil transportation management companies to provide transportation services for approximately forty-five to sixty in-district regular education routes and twenty-five to thirty out-of-district special education routes.

As a part of this measure, a sealed Request for Pricing (RFP) Proposal is being sought for a **two year contract with the District's option of two one year extensions** for pupil transportation services pursuant to the specifications stated herein. Said RFP must be in full compliance with Public Act 095-0241 Third Party Contracting for Non-Instructional Services. See Appendix M, Request for Pricing Proposal Summary.

The Community Unit School District 308 would welcome ideas for consideration from Contractors as to how the School District can realize additional efficiencies in the delivery of pupil transportation services. To that end, Contractors are encouraged to include additional voluntary alternates as well as suggestions for consideration.

The RFP must show a total price for all items specified herein and further cost should be broken down into categories for each item, showing unit price and unit prices extended; (all as more fully set forth on the RFP attached hereto)

Said request for pricing should be submitted in duplicate (one original and one copy) plus one electronic version on a USB flash drive to:

Community Unit School District 308
Derrick S. Berlin, Director of Transportation
4175 Route 71, Oswego, Illinois 60543

All proposals must be received on or before **May 25, 2016 by 9:00am**. Proposals received after that date and time will not be accepted or considered. Proposals sent by facsimile or electronic mail will not be accepted or considered.

There will be a public opening of the proposals on **May 25, 2016 at 9:00am** at the District Transportation Center located at 55 Stonehill Road, Oswego, Illinois 60543. All interested parties are invited to attend.

The RFP must be made in accordance with the instructions contained herein. They should be submitted in duplicate on forms furnished by the School District in an envelope plainly marked with the Contractor's Name and address with the notation:

District 308 Pupil Transportation Proposal

1.2 Mandatory Pre-Proposal Meeting

Due to the scope of the work involved in the RFP, a pre-proposal meeting will be held on May 12, 2016 at 10:00am at the District Transportation Center located at 55 Stonehill Road, Oswego, IL 60543. Proposals will not be accepted from Contractors who do not attend the pre-proposal meeting.

1.3 Intent to Propose

Any party who intends to respond to the RFP shall submit Intent to Propose (See Appendix A) including the name of a contact person, together with and address, facsimile number and email address, to Derrick S. Berlin, Director of Transportation to (dberlin@sd308.org) no later than 9:00am on May 12, 2016.

1.4 Addenda to RFP

If it becomes necessary to revise any part of the RFP, notice of the revision will be emailed in the form of an addendum to all parties who have submitted an "Intent to Propose". All addenda shall become a part of the RFP. Each Proposer, in its proposal, acknowledges all addenda that it has received to avoid any miscommunication. The failure of a Proposer to receive or acknowledge receipt of any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.

1.5 Irrevocability of Proposal (RFP)

All Proposals once submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days from the date and time for receipt of Proposals set forth above.

1.6 Proprietary Information

The information provided in the RFP is intended solely for internal use by the Contractor in their preparation. All information contained herein is proprietary and shall not be distributed to any third party, except as required by law. Route information related to Appendix L: Annual Base Bid Cost Projection Information will be provided to bidders upon request.

1.7 RFP Proposal Format

All Proposals submitted must be in the following order: Cover Letter, Appendix's A through O in alpha order, Litigation/Regulatory Preceding List, Contractor Line of Credit, Proof of ability to obtain Vehicles, Contractor Resume, addendum (if applicable), followed by any additional information the bidder would like to provide in support of their proposal.

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GENERAL CONDITIONS

Acceptance of a Proposal by the Community Unit School District 308 does not constitute a Contract. The final Contract document will be developed by the District and the Board of Education must formally approve execution of a Contract before the document has any legal effect.

The Contract Provider should expect the following conditions and requirements (but not limited to) to be a part of a contractual agreement if the District upon review of the submitted RFP's determines that a formal contract is a viable alternative. See Appendix C, Request for Pricing Acknowledgement and Appendix D, Comply / Exceptions to Request for Pricing.

2.1 Request for Pricing Documents

RFP Documents may be obtained from the District 308 Administration Center or on the District website at www.sd308.org. These documents consist of:

- Instructions to Contract Providers
- General Conditions
- Detailed Specifications
- Compensation Schedule
- RFP Form
- Attached Documentation

2.2 Requirements for Signing a Request for Pricing

All Requests for Pricing must be signed by a qualified representative of the provider. See Appendix B, RFP Signature Form.

2.3 Compliance with Laws

The Contract Provider shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies, which may in any manner affect the performance of the agreement including, but not limited to, laws pertaining to safety, wage rates, non-discrimination, intimidation of employees, Third Party Non-Instructional Services and preference to citizens of the United States and the State of Illinois. Provisions of said Acts are hereby incorporated by reference and become a part of these specifications. Contract provider must submit Appendix G, Non-Collusion Affidavit and Appendix H, Criminal Background Check Affidavit.

2.4 Non-Discrimination

The Contract Provider, in performing under this contract, shall not discriminate against any worker, employee, applicant, or an member of the public because of race, creed, sexual orientation, color, age, sex, or national origin, or otherwise commit an unfair employment practice including full compliance with the requirements of federal and state civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as rules and regulations promulgated there under.

The Contract Provider further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials and services, contacts and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this agreement.

2.5 Certificate of Eligibility

Each RFP must be accompanied by a Certificate of Eligibility to bid certifying that the Contractor is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) of the Illinois Criminal Code of 1961 (720 ILCS 5-33E-3, 5-33E-4). See Appendix I, Certificate of Eligibility.

2.6 Familial Relationships

Each RFP must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner(s) and/or employees of the contractor and any member of the Board or Education or the Superintendent of District 308. An RFP that does not include this sworn and notarized familial relationship disclosure statement will not be considered or accepted by the Board of Education. See Appendix F, Non-Familial Relationship Affidavit.

2.7 Illinois Secretary of State Safe Ride Program

Each RFP must be accompanied by a sworn and notarized affidavit to be in compliance with the Illinois Secretary of State Safe Ride Program as it pertains to school bus transportation. See Appendix O, Illinois Secretary of State Safe Ride Program.

2.8 Illinois Drug-Free Workplace Act

Each Contractor submitting an RFP with twenty-five or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall provide a drug-free workplace for employees engaged in the performance of working under this contract. See Appendix K, Certificate of Compliance with a Drug-Free Work Place. The Certificate certifies that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance in the performance of the contract and that the Contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). The contract shall be subject to suspension of payments or termination, or both, if it is determined that the Contractor has made false certification or has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act. A copy of the Contractor's current drug and alcohol testing procedures must accompany the RFP and must be in strict compliance with Federal and State regulations.

2.9 Cost Projections

Each Contractor submitting an RFP will provide a cost projection for a two year agreement with a one or two year extension, using generally accepted accounting principles and which the contractor is prohibited from increasing if the RFP is accepted by the School Board, for each and every expenditure category and account for performing said transportation services.

2.10 Annual Base Bid

The Contractor's base bid must include pricing for all pupil transportation services as described in this RFP. Moreover, the Contractor, by submitting its Proposal, agrees to convene monthly or more frequently if requested, with representatives of the District for the purpose of evaluating the efficiency of the performance of the Contract, including but not limited to, a decrease or increase in the number of routes and/or employees necessary to carry out the provisions of the Contract as contemplated herein. As part of this process, and by submitting their proposal, the Contractor agrees to pass along any savings to the District. See Appendix M, Annual Base Bid Cost Projection Information and Appendix M, Request for Pricing Proposal Summary Part One & Two.

2.11 Contractor Background and References

The Contractor must provide a minimum of three references from K-12 School Districts in the State of Illinois that the Contractor operates between 50 – 150 buses and must complete a contractor background questionnaire. See Appendix E, Contractor References and Appendix N, Contractor Background Questionnaire.

2.12 Litigation / Regulatory Proceedings List

The Contractor will provide a Litigation / Regulatory Proceeding List, including all litigation or regulatory proceedings the company has been involved in within the past five (5) years as it pertains to school districts for which the Contractor has been a party to similar contracts, supplies, equipment or services of the type which are subject of the proposed contract, or noncompliance of the Contractor's supplies, equipment of services, or the Contractor's working conditions and employment practices, with the Occupational Safety and Health Act and other Federal and State requirements. The District reserves the right to nullify at its discretion the contract in part or in whole if it becomes aware the Contractor failed to disclose any litigation or regulatory proceedings.

2.13 Proposal Expenses

Costs incurred in preparation of the RFP directly or indirectly, oral presentations, supplements or clarification or any reasonable appearance or request which may be required by the District in connection with this invitation shall be the sole responsibility of the Contractor and shall not be reimbursed in any manner by the District.

Each Contractor agrees that the evaluation of its bid by the District involves considerable time and effort. Contractors who choose to submit an RFP will do so in consideration of the specific conditions contained in this paragraph, or they should not bid.

Any Contractor who challenges the District's decision, in any type of litigation, shall, unless Contractor prevails in such litigation, be responsible for all the District's attorney fees, costs and expenses, in defending such litigation.

Ownership of materials submitted will become the property of the District. Any selection or rejection does not affect this right. All materials submitted will be retained by the District and not returned to the Contractor.

2.14 Indemnity

To the fullest extent permitted by law the Contractor shall indemnify, keep and save harmless the Board, their agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses arising from or related to any act, negligence or omission of the Contractor or its employees in performing under this agreement, and the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys costs and any other expenses arising there from or incurred against the Board in any such action, except to the extent caused by any negligence of the Board or its employees.

2.15 Subletting or Assignment of Agreement or Funds

No agreement shall be assigned or any part of the same subcontracted without written consent of the Board or its designee, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the Agreement.

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

2.16 District 308 Right of Termination

The Board of Education or its designee has the right to terminate the contract upon a one-hundred twenty (120) day written notice to the contract provider.

2.17 Contractor Default

The Board may, subject to the provisions specified herein, by written notice of default to the Contractor, terminate the contract in part or whole in any of the following circumstances:

If the Contractor fails to make delivery or to perform any portion of the services within the time specified herein or any extension thereof or:

If the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger the performance of the Agreement in accordance with its terms, and in either of these two circumstances, does not correct such failure with a period of four (4) calendar days (or such other period as the Board or its designee may authorize in writing) after receipt of notice from the Board or designee specifying such failure.

In the event the Board terminates the Contract in part or whole as provided above, the Board or designee may procure, upon such terms and in such manner as the Board or designee may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the District for any excess cost for such similar supplies for services; provided, that the Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this clause.

2.18 Payments

Payments are approved by the Board of Education at its monthly board meeting provided said service has been properly provided, approved by the Director of Transportation and accepted by the Board.

The Board recognizes that there are obligations which, if paid on a timely basis could gain discounts. The Treasurer is authorized to pay expenses at a time which will offer the best financial benefit to the District. Contractors should include their discounts in the space provided on the RFP sheet. For example: 2/10 Net 30. Discounts will not be taken into consideration in determining the lowest bid.

2.19 Tax Exemption

Community Unit School District 308 is exempt from Federal, State and Municipal Taxes. The Contractor shall secure all permits (if any), fees and licenses necessary for the execution of the work. Our Illinois State Tax Exempt Number is: E9995-8708-06

2.20 Insurance Policies

The Contractor shall procure and keep in full force Insurance Policies during the entire period of the Agreement and any extension thereof, in companies licensed to do business in Illinois with an A.M. Best rating of AVI and satisfactory to the District: Comprehensive General Liability and Comprehensive Automobile Liability Insurance policies (including physical damage) in minimum amounts as follows:

- Combined single limit bodily injury and property damage coverage of \$20,000,000 for each occurrence and \$10,000,000 in aggregate.
- Excess umbrella liability damage coverage of \$10,000,000 for each occurrence.
- Medical payment limits of \$10,000 each person, each occurrence.
- Uninsured and underinsured motorist protection limits – Statutory.

Such insurance shall name the District as an additional insured and shall insure members of the Board of Education, Officers, Employees and Agents in all of their official capacities, and other persons, firms or corporations as the District from time to time may direct for claims arising out of the performance of the Contract. The Carrier's insurance coverage is considered primary to any other collectable insurance. Contractual liability shall be provided under the Comprehensive General Liability policy to include the indemnity set out in General Conditions, Page 5, and Section 2.14 Indemnity.

A certificate of insurance shall be provided and acceptable to the District evidencing this coverage twenty (20) days prior to the commencement of the Contract. All policies will list as additional insured the Contractor, The District and its Board of Education, both individually and collectively, and all agents, representatives and employees of the Contractor and the District.

The liability insurance referred to above should be at least as broad as Insurance Services Office, Inc's occurrence forms CG001 1185, GL 0002 or GL 0404. Insurance Services Offices endorsements CG21 34 11 88 and CG21 39 11 88, or other endorsements or policy provisions which limit contractual liability are not acceptable.

The Carrier will maintain policies of insurance that carry a Best's Rating of AVI or greater and is satisfactory to the District covering Worker's Compensation including Occupational Diseases, with Statutory Limits as provided by the law of the State of Illinois or any other state which might take jurisdiction. Employer's Liability coverage shall be included in the same policy with limits of at least \$2,000,000.

Each insurance company must agree not to terminate their coverage without a thirty (30) day prior written notice to both the District and Carrier and to include this clause in the insurance policy. In such case of termination, the Carrier will provide evidence of new insurance at the earliest possible date, but not less than ten (10) days prior to the termination of the original policy.

2.21 Prevailing Wage Law

820 ILCS 130/.01 et seq. requires that the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the contract.

2.22 Contractor Fiscal Responsibility

To ensure good service and ability to replace old buses, Contractor must show a line of credit available from one or more banks and verification of that credit by an office of the bank. The successful Contractor may also be required to furnish evidence of additional fiscal stability at the option of the District.

2.23 Performance Bond

If a formal contract is awarded, the Contractor within seven (7) business days following the contract award shall furnish a Performance Bond. The Performance Bond shall be in an amount equal to one-hundred (100%) of the amount of the base contract, as a security for the faithful performance of the contract. Such bond shall be in a form and with a surety acceptable to the District and shall not include a limitation period shorter than provided by Illinois law.

The bond shall name the District as primary co-obligee and shall be deemed to include the terms listed with this document. The cost to provide such bond shall be shown on the pricing page and shall be paid by the successful Contractor.

The Performance Bond shall guarantee the performance of the duties placed on the Contractor pursuant to the contract with the District, and shall indemnify the owner of liability or loss resulting to the District from any failure of the Contractor to fully perform each or all said duties. The Bond shall be deemed to cover all such duties.

The Performance Bond herein provide shall be placed with a surety company or companies having a policyholder's rating not lower than "A" and a financial rating not lower than "XII" in the A.M. Best Insurance Company Rating (current addition) unless a lower rating is approved by the District in writing.

If at any time the District shall become dissatisfied with any security or sureties then upon the bond, or for any reason such bonds cease to be adequate security for the District, the Contractor shall within five (5) days after notice to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the District. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

DETAILED SPECIFICATIONS

3.1 Standard Conditions

- 3.1A School District 308 provides transportation services to regular and special education students who reside within the boundaries of the school district.
- 3.1B The Contractor shall furnish equipment and personnel sufficient to fulfill the requirements of the regular education and special education routes as provided by the District.
- 3.1C Regular Education students are transported round trip to designated locations determined by the District.
- 3.1D Special Education students are transported round trip (curb to curb), including some transfers from school to school and/or alternate locations.
- 3.1E The term of the Agreement will be for a two year contract beginning on or about July 1, 2016 with the possibility of two one year extensions at the option of the District.
- 3.1F School buses and personnel must be in compliance with all laws, rules, regulations and statutes of the District, the State Board of Education, the Illinois Department of Transportation, the State of Illinois, and the State Standards for School Buses, Federal Regulations and the Kendall, Will and Kane County Superintendent's offices and the local municipalities in which the vehicles will be operated.
- 3.1G Three in-services of not less than one (1) hour per session must be provided to all school bus drivers and monitors per year.
- 3.1H The Contractor will work closely with the Director of Transportation and/or designee during the term of this Contract.

3.2 School Buses / Vehicles

- 3.2A The Contractor shall show evidence of the ability to purchase or lease required vehicles and other equipment, with a reputable vehicle manufacturer, vendor or broker, along with a financing commitment, letter of credit or other evidence of available funding for such purchase or lease agreement should be included in the RFP.
- 3.2B The Contractor's vehicles shall not exceed eight years of age or 125,000 miles.
- 3.2C The Contractor shall provide the necessary supplies, parts and services to maintain all vehicles in a dependable, safe, clean, comfortable and sanitary condition inside and out.

Vehicles must meet requirements as set forth by the Illinois State Board of Education, the State of Illinois Standards for School Buses and any other governing body. Buses will be subject to inspection by the Illinois Department of Transportation and by such persons as may be designated by the State Superintendent of Education or the District. Buses not passing inspection shall not return to service until all conditions have been corrected. Vehicle inspection fees shall be paid by the Contractor.

The District reserves the right to inspect the Contractor's equipment at any time and has the authority to have the Contractor make repairs, replace parts, or replace vehicles if the District so desires. A penalty of \$200.00 per vehicle, per occurrence will be assessed when it is determined that the Contractor's vehicle does not meet the requirements set forth in the RFP.

- 3.2D The design of the school bus and any proposed equipment shall be subject to the approval of the District 308 Director of Transportation. All buses used for special education transportation services under the contract shall be equipped with a reliable operating air conditioning system.
- 3.2E Lap seat belts or suitable alternative restraining devices approved by the District shall be considered basic equipment for all school buses and shall be provided by the Contractor at no additional cost to the District.
- 3.2F Shoulder straps, special supports, student safety devices, wheel chair restraint systems and all other safety devices shall be provided in accordance with all applicable laws when they are deemed necessary by District 308 personnel directly responsible for the students and shall be provided by the Contractor at no additional cost to the District.
- 3.2G In buses which transport obese, non-ambulatory, or severely involved students, the interior of the bus shall be structured and reconfigured to accommodate such needs. Buses which transport wheelchair students must be equipped in accordance with all applicable laws to accommodate all varieties of wheelchairs manual or otherwise.
- 3.2H All school buses will be clearly labeled with the contract provider's name and in compliance with Illinois Public Act 95-0176 "To Report Erratic Driving" in accordance with the Department of Transportation standards. Each bus will have route placards as required by the District located in the first window behind the entry door.
- 3.2I All school buses shall be equipped with a two-way radio communication system operative at all times with a full time base station in accordance with Illinois Public Act 96-1066. The Carrier will operate and maintain the two-way communication so that clear channels are always available in case emergency communication is required. The Carrier shall provide to the District, at no cost, three (3) portable handheld radios programmed to hear and communicate with all Carrier buses and base station.
- 3.2J Each bus shall be equipped with digital camera technology, to ensure the safety and wellbeing of all riders. At a minimum the system should have two viewing angles (driver/door and aisles) as well as clear audio. In addition the system should be capable to record in color and be viewable in low light conditions. The system must be able to store a minimum of fifteen (15) days of video. The Contractor shall make available access to all video to the District within four (4) hours of such request. The Contractor will be assessed a \$150.00 penalty each time a video request is not fulfilled within the time limits or when a video is not accessible. The Contractor understands that the District has sole rights to the video and audio and must approve all distribution and viewing of any video of district students, routes, etc.

- 3.2K Each bus shall be equipped with “Real Time” GPS technology with direct access to the District. This access can be web based with the capability to gather data such as on-time performance, stop times, route times, speed, etc. Acceptable products would be, but not limited to Synovia or Zonar software.
- 3.2L All vehicles must be equipped with a child check electronic alarm system and the Contractor must be in full compliance with the post-trip inspection policy and procedure requirements of Illinois Public Act 95-0260.
- 3.2M The number of buses and the runs they make (as set forth herein) is not binding on the District. If additional equipment is needed by the District, the Contractor shall secure such equipment as quickly as possible. There is no guarantee to the number of buses or routes needed and the District reserves the right to make changes it deems in its best interest.
- 3.2N The Contractor agrees to provide an adequate number of standby vehicles to ensure uninterrupted service to the District. An adequate amount is 10% of the number of vehicles that operate the district’s transportation services. If it is determined the Contractor does not poses the adequate number of standby vehicles, the District shall charge the Contractor a penalty of \$250.00 per occurrence to be withheld from the next subsequent payment due.

3.3 Service Conditions

- 3.3A The District Transportation Center will provide the Contractor with route and student information and will update as necessary. Carrier is required to fulfill route changes within forty-eight (48) hours of receiving said changes. The Contractor has no authority to modify, split, change or adjust route directions, packages without the written consent of the Director of Transportation or designee.

If the District determines the Contractor has failed to provide service and/or modifies, splits, changes or adjusts route directions, packages without approval as stated above, the Contractor will be charged a penalty of \$125.00 plus the daily rate per vehicle, per occurrence to be withheld from the next subsequent payment due.
- 3.3B Scheduling of arrivals and departures of buses from various schools shall conform to the school’s calendar and time table.
- 3.3C The Contractor shall be responsible for contacting and informing parents/guardians of the scheduled pick up and drop off times for special education students. The initial notification to the District and parent/guardian must occur at least seven (7) days prior to the first day of school. The Contractor shall maintain consistent schedules and notify the District and parent/guardian when a special education is operating ten (10) or more minutes late. The District must be notified when a regular education route is operating ten (10) or more minutes late.
- 3.3D Special education students are picked-up and delivered curb to curb and shall be deposited at school in a like manner conforming to District procedures.
- 3.3E The District requires special education students be delivered home or an approved alternate location in the presence of the parent/guardian or an authorized adult unless a release provided by the parent/guardian and has been approved by the District.

- 3.3F Special Education students are to be delivered to school no earlier than fifteen (15) minutes or later than five (5) minutes prior to the start of their school day where an authorized representative of the school is present.

Conditions such as weather, accidents, or construction that impede traffic outside the Contractor's control will not result in the assessment of a penalty subject to reasonable notice to the District's Director of Transportation or designee via email and phone.

- 3.3G No unauthorized person/s shall be allowed in any vehicle while engaged in the transportation of students; however, the District reserves the right to have an authorized district employee ride on any bus, on any route without prior notice to the Contractor.
- 3.3H No student shall be transferred from one vehicle to another without the expressed permission from an authorized employee of the district transportation center. An exception would be when a vehicle has a mechanical failure. The District shall be notified as soon as possible after the fact.
- 3.3I When a vehicle has a mechanical failure or cannot be safely or legally operated during a route, another bus shall be brought to the location within twenty (20) minutes of the occurrence. 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 State mandated testing under the implied consent principle of 625 ILCS 5/11-501.1.
- 3.3J Homebound buses must be parked in place prior to the school dismissal bell and will not depart until released by the school or on special education routes when all riders have boarded and are properly seated.

The Contractor will be charged a penalty of \$100.00 per occurrence to be withheld from the next subsequent payment due for failure to arrive at school prior to the school dismissal bell time.

Conditions such as weather, accidents, or construction that impede traffic outside the Contractor's control will not result in the assessment of a penalty subject to reasonable timely notice to the District's Director of Transportation or designee via email and phone.

- 3.3K The Contractor shall maintain telephone communication beginning one hour prior to the first bus required to leave the bus lot and continuously until thirty minutes after the last student has been delivered home.
- 3.3L In emergency closing situations, the Contractor will follow instructions provided by the District 308 Director of Transportation or designee. In the event of an immediate emergency, the Contractor will execute appropriate decisions to ensure the safety and welfare of students.

3.4 Route Scheduling

- 3.4A The District Transportation Center will provide the Contractor with complete route directions, student lists, school calendars, and school bell times no later than fourteen (14) days prior to the first day of school. However adjustments in schedules will occur from time to time and should be expected.

- 3.4B District procedures allow students to be picked up from the same address each day and returned to an alternate location as long as it is consistent each day provided the parent/guardian submitted an Alternate Pick Up / Drop off Location Form and has been approved by the District.
- 3.4C Subsequent to providing the initial route directions and student lists, the Contractor will receive additions, deletions and changes from time to time by the District.
- 3.4D All route directions, student data, school maps and any other documents provided by the District shall remain the preparatory property of the District and shall be surrendered by the Contractor upon termination of this Contract.
- 3.4E The Contractor shall provide the Director of Transportation by August 25th of each year the full name of the bus driver and bus monitor, the bus number of the route, and any additional information deemed necessary by the District.
- 3.4F The Contractor is to direct all parent/guardian concerns to the District Transportation Center for assistance.

3.5 Information Requirements

- 3.5A The following information for all bus drivers involved in the contract under employment of the Contractor will be provided to the Director of Transportation seven (7) days prior to the first day of school each year. All costs related to licensing, drug and alcohol testing and yearly physicals of bus drivers will be the responsibility of the Contractor.
 - 1) First, Middle, Last Name.
 - 2) Valid permit number.
 - 3) Proof and date of completion of the Illinois School Bus Driver instruction.
 - 4) Proof and date of health certification.
 - 5) Copy of current driver's license.
 - 6) Evidence of freedom from tuberculosis.
 - 7) Evidence of passing the criminal background check as required by Illinois statute.
 - 8) Evidence of successful completion of yearly permit renewal.
 - 9) Notification a driver is ticketed and/or arrested during the term of the contract.
- 3.5B The following information for all bus monitors involved in the contract under the employment of the Contractor will be provided to the Director of Transportation seven (7) days prior to the first day of school each year.
 - 1) First, Middle, Last Name.
 - 2) Evidence of freedom from tuberculosis.
 - 3) Proof monitor is at least twenty-one years of age.
 - 4) Proof and date of health certification equal to the bus drivers requirements.
 - 5) Evidence of passing the criminal background check equal to the bus driver requirements.
- 3.5C Information regarding new bus driver and monitors shall be provided within one week after their employment.

3.5D The following information shall be provided on all vehicles used to transport District 308 students to the Director of Transportation seven (7) days prior to the first day of school each year. Subsequent to the initial yearly information, the Contractor shall provide the same information on any newly acquired buses during any given year. Vehicle maintenance and safety inspection history shall be made available to the Director of Transportation or designee upon request.

- 1) Make, Model, Year and serial number of each vehicle.
- 2) Capacity of vehicle.
- 3) Specialized equipment on vehicle.
- 4) Current odometer reading.

3.6 Facility Requirements

3.6A The Contractor's facility should be in a location that will provide the best possible service to the District and specifically the ability to put buses in service during inclement weather when areas may be inaccessible. The facility must be able to accommodate enough staff, buses, employee parking, vehicle maintenance bays and equipment to meet the needs of the Contract. District 308 reserves the right to determine if the Contractor's facility will sufficiently meet the district needs and if not, may require alterations.

3.6B The facility shall include sufficient phone service to accommodate heavy call periods. The phone system shall include a minimum of three dedicated District 308 rollover lines for public use, one private line for District use, one fax line and enough internet service to meet heavy usage periods.

3.7 Personnel

3.7A The Contractor shall provide adequate administrative, dispatch and office personnel, vehicle maintenance staff, bus driver and monitors based on need and available to the District during the business day. The Contractor is required to have someone available at all times between 4:30am and 6:00pm to receive phone calls. At a minimum the office staffing requirements shall be one (1) on-site administrator, two (2) dispatchers and one (1) community relations safety supervisor during the life of the Contract. The office staff shall not drive or monitor bus routes and must remain in the office to fulfill their duties. All Contractor supervisors are subject to call twenty-four (24) hours per day, seven (7) days a week.

3.7B Employee absenteeism can significantly affect the needs of the District. The Contractor must maintain trained and qualified substitutes available to ensure the needs of the District are fully met. The Contractor at its expense will maintain a sufficient number of substitute drivers and monitors not assigned permanent routes to be available to cover bus schedules when drivers or monitors are absent.

3.7C The District reserves the right to interview any employee assigned to the District 308 Contract in part or whole and/or may request in writing the removal of any employee who it feels is performing in a manner that is unsatisfactory to the District.

3.7D The Contractor shall be highly selective in the hiring of employees assigned to the District 308 Contract. The candidates should be of strong ability, quality character, integrity and fitness that are acceptable to the District.

- 3.7E The Contractor shall employ only qualified bus drivers and bus monitors who are required at all times to exercise the highest degree of care, observe and comply with all current and future laws, ordinances, rules and regulations which may in any manner affect the performance of the Contract including decisions set forth by the Board of Education.
- 3.7F When transporting students, buses shall not be operated by any person other than a qualified licensed bus driver meeting all requirements as set forth by the Illinois State Board of Education and the Illinois Secretary of State and any other applicable laws or regulations.
- 3.7G The District respects the right of the Contractor's authority on dismissal or change in assignment of a particular employee. However the District reserves the right to require the Contractor to investigate any employee's performance. The District shall have the right to require the removal or reassignment of any employee working under the Contract. The Contractor may request a review of the decision by sending a letter addressing the situation along with a recommendation to the Director of Transportation.
- 3.7H The Contractor shall ensure all employees are informed of applicable District policy, procedures and rules related to pupil transportation services including addressing conduct of students and methods and procedures of maintaining discipline on the school bus. When the conduct of a student(s) warrants a written disciplinary report, the completed report is to be submitted to the District's Transportation Safety Coordinator within the same business day. Serious concerns should be addressed immediately by phone call and followed up with a written disciplinary report and supporting video/audio of the situation within four hours of notice.

Concerns dealing with student safety and discipline that are beyond the bus driver or monitors immediate ability to solve should be reported to the District's Transportation Safety Coordinator. Final authority on disciplinary issues is the responsibility of the District.

- 3.7I Employees must be at least twenty-one (21) years of age, be a legal resident of the United States, be conversant with the English language and meet all other legal requirements for employment prior to being placed in a position with the Contractor to work under this Contract. Employees that transport or work with special education students must have successfully completed a comprehensive special education training program inclusive of Epi-pen and allergy related training approved the Director of Transportation or designee prior to beginning a work assignment. Specialized training for specific needs of students may be necessary and should be expected. Proof of completion must be provided to the District immediately upon request.
- 3.7J The District reserves the right to audit payroll records and/or timecards of the Contractor and its employees directly involved in the transportation of students. The Contractor must have a monitoring system in place to ensure the employees are on site at the facility and that the duration of the time indicated matches that noted on the Contractor's invoice.
- 3.7K When the Superintendent of Schools determines to close school to ensure the health and safety of persons or for any other reason, then the District shall not be obligated to pay for any services hereunder, provided the District has notified the Contractor by 5:30am on the day the District or out-of-district school(s) will be closed.

3.8 Safety and Discipline

- 3.8A Should an accident occur, the Contractor will immediately notify the Director of Transportation or designee and provide all information presently known. The Contractor shall update the Director as new information develops and will submit a detailed report and video/audio recordings as soon as possible but no later than twenty-four hours from said occurrence.
- 3.8B The bus driver shall conduct a thorough inspection of the bus at the end of each run and upon returning to the contractor's transportation center to ensure no student(s) remain on the school bus, for lost articles or property damage.

The Contractor will be charged a penalty of \$10,000.00 per occurrence to be withheld from the next subsequent payment due if a student is found on the bus after the route is completed. The driver and monitor shall be immediately removed from any work under the Contract.

- 3.8C In coordination with the District's Transportation Safety Coordinator, the Contractor shall provide and conduct a school bus safety program. The program will be provided to all district schools. The program shall include performance of a yearly bus evacuation drill per State of Illinois regulations. The Contractor shall provide a confirmation letter verifying completion to the Transportation Safety Coordinator.
- 3.8D In coordination with the District's Transportation Safety Coordinator, The Contractor shall be responsible for implementing and maintaining a comprehensive student safety and special education employee training program. Training must include but is not limited to special education disabilities, special education equipment, OSHA based work safety, blood borne pathogens, ethics and boundaries, and sexual harassment.
- 3.8E The RFP must be accompanied by a certificate regarding a Sexual Harassment Policy certifying that the Contractor has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105 or as amended) See Appendix J, Certificate of Sexual Harassment Policy.
- 3.8F All student data and route information provided for and subsequent to the RFP shall be treated as confidential and shall not be provided to any individual not directly responsible for the transportation of said students.
- 3.8G To ensure a safe environment on the school bus, the driver shall not fuel the bus while students are on board the bus or leave the bus unattended except for the direct operation of the wheelchair lift.
- 3.8H All vehicles operated for District 308 must be a smoke-free environment including a twenty-five (25) foot perimeter around the school bus. Employees shall not possess the odor of cigarettes on their clothing or person while on the bus.
- 3.8I Vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor, however the District will assist the Contractor in receiving restitution for damages to the extent possible.
- 3.8J School buses equipped with a standard thirty-nine (39) inch seat will maintain a load limit of two students for middle and high school and three students per seat for elementary.

AWARD OF BID AND COMPENSATION PROCEDURES

4.1 Compensation Procedures

- 4.1A In consideration for services rendered under the Contract, the District shall pay to the Contractor all sums due and calculated in accordance with the rates as set forth in Appendix M, "RFP Proposal". The Contractor shall invoice the District by the tenth (10) calendar day of the month for transportation services provided through the last day of the preceding month along with such other information as may be required to enable the District to comply with all relevant requirements for reimbursement.

The Contractor shall provide a separate invoice for all transportation services that is not part of the regular contract. These invoices shall list the date of the trip, point of origin, destination, for who the services was provided and cost.

- 4.1B The Contractor shall submit such reports or information as may be requested from time to time by the District.
- 4.1C Upon verification of the Contractor's invoice and approval of the Board of Education, the District shall pay the verified amount due to the Contractor on or before the 30th day of the following month in which the invoice was processed.
- 4.1D Payment of any disputed item(s) may be withheld until mutual agreement is reached between the Contractor and District relative to the item(s) or provision upon which the difference arises or until the matter is judicially resolved in accordance with the Contract.

4.2 Fuel Escalator Clause

- 4.2A To avoid the potential extremes in price fluctuations for fuel, the following clause shall apply during the life of the Contract.
- 4.2B The fuel escalator cap shall be \$2.80 per gallon. The fuel cap and all invoicing supplied by the Contractor shall be calculated exclusive of any taxes or fees not required of the District if it had directly purchased the fuel. Should the average monthly price of regular unleaded or diesel fuel exceed \$2.80 per gallon from the cap during a given month in which school is in session, a fuel adjustment shall be made for the entire month. Should the average cost exceed \$2.80 per gallon, the Contractor shall be reimbursed for each cent above \$2.80 and in reverse, should the average price fall below \$2.80 per gallon, and the District shall be credited for each cent below \$2.80 per gallon. Such reimbursement shall only apply to fuel used with vehicles in service for District 308. Each month the Contractor will be required to furnish fuel invoice records.
- 4.2C The District shall not be liable for a higher than expected fuel cost due to the Contractor's inability to, as a minimum, purchase fuel at a bulk rate (tanker load). Determination as to the number of gallons for fuel reimbursement above or below \$2.80 per gallon shall be computed on the basis of eight (8) miles per gallon of gasoline or diesel fuel.
- 4.2D For Contractor terminals located within the District boundary, the computation of the mileage shall be from gate to gate. Terminals located outside the District boundary, the computation of mileage shall be from the nearest district boarder back to the nearest district boarder.

4.3 Contract Award or Rejection

- 4.3A A contract, if awarded, may be made by the District on the basis of the proposal which, in the District's sole and absolute judgment, will best serve the interest of the District. The District reserves the right to reject any or all bids received whenever such rejection is in the interest of the District and reserves the right to waive any irregularities. The District also reserves the right to reject the bid of a bidder that the District has determined 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.
- 4.3B In determining eligibility, the District will consider qualifications including but not limited to, the following qualifications,
- 1) The ability to perform the services required within the specified time.
 - 2) The experience and efficiency of the bidder.
 - 3) The sufficiency of the bidder's financial resources.
 - 4) An analysis of the bidder's rates as defined in the RFP.
 - 5) The quality, availability and adaptability of the equipment to be used.
 - 6) The ability of the bidder to provide quality vehicle maintenance.
 - 7) Location of the bidder's facility in relationship to the District.
 - 8) The ability to recruit, train and supervise personnel needed to fulfill the Contract.
 - 9) Quality of references from previous or current contracts.
 - 10) Compliance by bidder of laws and regulations governing pupil transportation services.
 - 11) Evaluation of I.D.O.T. reportable accidents, per million miles and safety experience.
 - 12) Prior experiences with the bidder.
 - 13) Other information as may be secured by the District.
- 4.3C The Contractor must provide information necessary to investigate the qualifications. The District reserves the right to ask for additional information and shall be provided by the Contractor expeditiously, but in no event later than three (3) days after such request.

5.1 Contractor Resume

Each Contractor submitting a bid is required to provide a resume of its philosophy and operating procedures. The resume will assist the District to more accurately consider the qualitative differences between bidders. The resume should contain the following:

- 1) List of School District presently being served in the State of Illinois, including number of routes, size of route and number of students transported in each listed School District.
- 2) Size and type of service involved in present operation.
- 3) Route planning and organizational procedures.
- 4) Employee training, supervision and in-service methods.
- 5) Vehicle maintenance program.
- 6) Description and quantity of current vehicles owned to be used to perform the contract.
- 7) Description and quantity of vehicles to be purchased to fulfill the contract.
- 8) Location of facility.

Prior to the award of the Contract, the successful bidder will submit verification of vehicles not already in their possession is available, can be acquired by the start of the Contract, and that financial arrangements have been made for the acquisition.

6.1 Definition of Terms

Level One Route:	per vehicle, per day, for up to four (4) hours, for a round trip regular education route that travels within the boundaries of the district.
Level Two Route:	per vehicle, per day, for up to four (4) hours, for a round trip special education route that travels within the boundaries of the District.
Level One / Two Route Extension:	per vehicle, per additional fifteen minute increment, for a round trip route that travels within the boundaries of the District exceeding the four hour base.
Level Three Route:	per vehicle, per day, for up to four (4) hours, for a round trip route that travels outside the boundaries of the District.
Level Three Route Extension:	per vehicle, per additional fifteen (15) minute increment, for a round trip route that travels outside the boundaries of the District exceeding the four hour base.
Route Hours:	if the Contractors facility is located within the boundary of the District, hours are calculated gate to gate. If the facility is located outside the boundary of the District, hours are calculated from the nearest boundary line and back to the nearest boundary line.
Round Trip:	transportation of a student(s) from home/bus stop or alternate location to and from school.
Wheelchair Vehicle:	per vehicle, per day, over and above basic level rate stated above.
Bus Monitor:	per day, for up to four (4) hours, for a round trip route when required by the District. In some cases, an employee of the District will be assigned as a monitor and paid by the District.
Bus Monitor Extension:	per day, per additional fifteen (15) minute increment, for a round trip above the base rate stated above when required by the District.
Carrier, Provider, Bidder and/or Contractor:	the entity awarded the bid/RFP.

APPENDIX A: INTENT TO PROPOSE / STATEMENT OF NON-PROPOSAL

INTENT TO PROPOSE

Prospective Contractors are required to submit a written "Intent to Propose" via regular first class mail or email to dberlin@sd308.org before 9:00am, May 12, 2016. Submitting "Intent to Propose" does not obligate the Contractor to submit a Proposal and it is not mandatory that a Proposal be submitted. By submitting "Intent to Propose" a prospective Contractor will receive amendments and notices concerning this Request for Pricing.

The written "Intent of Propose" must include the company name, mailing address, phone number, fax number and email address of the Proposer's main contact person for communications regarding the RFP. Prospective Proposers should submit this form to the following contact:

Community Unit School District 308
Derrick S. Berlin, Director of Transportation
4175 Route 71
Oswego, Illinois 60543

Written responses to written questions and requests for clarifications regarding the RFP will be sent to all Contractors who have submitted "Intent to Propose" via email. Late receipt of the "Intent to Propose" from Contractors will not have any impact on dates, deadlines, or timeframes set forth in this Request for Proposal.

STATEMENT OF NON-PROPOSAL

If you do not intend to submit a Proposal, please give a brief description as to the reason you do not intend to submit a Proposal and return this page as soon as possible. This will assist us in evaluating responses to improve our bid process.

Company Name _____

Mailing Address _____

Contact Person _____ Email Address _____

Phone Number _____ Fax Number _____

Intent to Propose (Yes or No) _____

Remarks _____

APPENDIX B: RFP SIGNATURE FORM

The undersigned declares that he/she is a qualified representative of the provider and has carefully examined all requirements of the Request for Pricing documentation including any/all addendums and fully understands those requirements.

Response to Request for Pricing submitted by:

Company Name _____

Mailing Address _____

Phone Number _____ Fax Number _____

Proposal: Transportation Services

Bid Total Price Years 1 & 2: _____
_____ (Written Format)

Bid Total Price Years 1 & 2: _____ (Numeric Format)

Bid Total Price Years 1, 2, 3, & 4: _____
_____ (Written Format)

Bid Total Price Years, 1, 2, 3, & 4: _____ (Numeric Format)

This Response to Request for Pricing (RFP) is irrevocable until the earlier of ninety (90) days from this date or the date of an awarded bid.

Signature and Title

Date

Names of Principal Officers and designated official capacity
(If Partnership or assumed name, indicate all owners)

APPENDIX C: REQUEST FOR PRICING ACKNOWLEDGEMENT

On this _____ day of _____, 2016, the undersigned declares that he/she has carefully examined the Instructions and Conditions for this bid and will honor all purchase orders, prices and specifications set forth in the Request for Proposal. The undersigned acknowledges that:

- Community Unit School District 308 reserves the right to accept or reject any or all Proposals in whole or in part, or to waive any informality therein. If, in the opinion of the District, it is in their best interest, the Contract may be awarded to a Provider regardless of lowest proposal.
- If an award is made to the undersigned Contract Provider, they agree to enter into a Contract with Community Unit School District 308 to furnish professional transportation services in strict accordance with this proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Request for Pricing.

My signature also certifies that this firm has no business or personal relationship with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to Community Unit School District 308, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relations with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest with Community Unit School District, pertaining to any and all work or services to be performed as a result of the RFP and any resulting contract with the Community Unit School District 308.

I hereby certify that I am authorized to execute this document as a Representative of the Company:

Authorized Signature and Title

Printed / Type Name

Name of Company

APPENDIX D: COMPLIANCE WITH / EXCEPTIONS TO REQUEST FOR PRICING

Each Contractor must clearly indicate whether it will either comply with or take exception to a specific section or subsection of this RFP. This completed form must be submitted with the Proposal.

Please respond by placing a check mark in the appropriate column (Yes or No) in the compliance column. If responding “No” for any section, please state the exception and reason.

Section	RFP Category	Compliance		Reason for “No” Comply?
		YES	NO	
1.1	RFP Overview			
1.2	Mandatory Pre-Proposal Meeting			
1.3	Intent to Propose			
1.4	Addenda to RFP			
1.5	Irrevocability of Proposal (RFP)			
1.6	Proprietary Information			
1.7	RFP Proposal Format			
2.1	Request for Pricing Documents			
2.2	Requirements for Signing RFP			
2.3	Compliance with Laws			
2.4	Non-Discrimination			
2.5	Certificate of Eligibility			
2.6	Familial Relationships			
2.7	Safe Ride Program			
2.8	Illinois Drug-Free Workplace Act			
2.9	Cost Projections			
2.10	Annual Base Bid			
2.11	Background/References			
2.12	Litigation/Regulatory List			
2.13	Proposal Expenses			
2.14	Indemnity			

		Compliance		
Section	RFP Category	YES	NO	Reason for “No” Comply?
2.15	Subletting or Assignment			
2.16	District 308 Right of Termination			
2.17	Contractor Default			
2.18	Payments			
2.19	Tax Exemption			
2.20	Insurance Policies			
2.21	Prevailing Wage Law			
2.22	Contractor Fiscal Responsibility			
2.23	Performance Bond			
3.1A	Regular/Sped Boundaries			
3.1B	Equipment / Personnel			
3.1C	Regular Education Students			
3.1D	Special Education Students			
3.1E	Term of Contract			
3.1F	Rules / Regulations / Statutes			
3.1G	Employee In-Service Training			
3.1H	Director of Transportation			
3.2A	Evidence of Purchase / Lease			
3.2B	Vehicle Age / Mileage			
3.2C	Supplies / Parts / Service			
3.2D	Vehicle Design / Equipment			
3.2E	Seat Belts			
3.2F	Safety Devices			
3.2G	Vehicle Modifications			
3.2H	PA 95-0176 Erratic Driving			
3.2I	Two-Way Radio Communication			
3.2J	Digital Camera Technology			
3.2K	GPS Technology			
3.2L	Child Check System			
3.2M	Guarantee Routes / Buses			
3.2N	Standby Vehicles			

		Compliance		
Section	RFP Category	YES	NO	Reason for “No” Comply?
3.3A	Route / Student Information			
3.3B	School Calendar and Schedules			
3.3C	Parent / Guardian Notification			
3.3D	Special Ed Student Requirement			
3.3E	Presence of Parent / Guardian			
3.3F	School Arrival Times			
3.3G	Unauthorized Persons			
3.3H	Student Vehicle Transfers			
3.3I	Vehicle Mechanical Failure			
3.3J	School Departure Procedure			
3.3K	Telephone Communication			
3.3L	Emergency School Closing			
3.4A	Yearly Route Information			
3.4B	Pick-up / Drop-off Locations			
3.4C	Route Schedule Charges			
3.4D	Information Custody			
3.4E	Route / Employee Information			
3.4F	Parent / Guardian Concerns			
3.5A	Bus Driver Information			
3.5B	Bus Monitor Information			
3.5C	New Employee Information			
3.5D	Vehicle Information / Update			
3.6A	Facility Location			
3.6B	Phone Services			
3.7A	Staffing Requirements			
3.7B	Absenteeism			
3.7C	Employee Interview			
3.7D	Hiring Practices			
3.7E	Qualified Employees			
3.7F	Persons Operating Vehicles			

		Compliance		
Section	RFP Category	YES	NO	Reason for “No” Comply?
3.7G	Employee Dismissal / Change			
3.7H	School District Rules/Regulations			
3.7I	Employee Age Requirements			
3.7J	Audit of Payroll Documentation			
3.7K	School Closing Notification			
3.8A	Accident Notification			
3.8B	Vehicle / Student Safety Check			
3.8C	School Bus Safety Program			
3.8D	Special Education Training			
3.8E	Sexual Harassment Policy			
3.8F	Confidentiality			
3.8G	Safe Environment			
3.8H	Smoke Free Environment			
3.8I	Vandalism Damages			
3.8J	Student Seating Requirements			
4.1A	Contractor Compensation			
4.1B	Submission of Information			
4.1C	District Verification			
4.1D	Payment of Disputed Items			
4.2A	Fuel Price Fluctuation			
4.2B	Fuel Price Cap			
4.2C	Bulk Fuel Purchasing			
4.2D	Fuel Mileage Determination			
4.3A	Interest of the School District			
4.3B	Determination of Eligibility			
4.3C	Contractor Information			
5.1	Contractor Resume			
6.1	Definition of Terms			

		Compliance		
Section	RFP Appendix	YES	NO	Reason for “No” Comply?
A	Intent to Propose			
B	RFP Signature Form			
C	RFP Acknowledgement			
D	Compliance / Exceptions to RFP			
E	Contractor References			
F	Non-Familial Relationship Affidavit			
G	Non-Collusion Affidavit			
H	Criminal Background Check			
I	Certificate of Eligibility			
J	Sexual Harassment Policy			
K	Drug-Free Workplace Act			
L	Annual Base Bid Cost Projection Information			
M	Request for Pricing Part One			
M	Request for Pricing Part Two			
N	Background Questionnaire			
O	State Safe Ride Program			

APPENDIX E: CONTRACTOR REFERENCES

Please list a minimum of three (3) K-12 school districts for which your company currently and/or previously provided transportation services for within the past three years. Attach an additional sheet if necessary.

School District Reference #1

School District Name _____

Contact Name _____ Phone Number _____

Date of Service Initiation _____

Services Provided _____

School District Reference #2

School District Name _____

Contact Name _____ Phone Number _____

Date of Service Initiation _____

Services Provided _____

School District Reference #3

School District Name _____

Contact Name _____ Phone Number _____

Date of Service Initiation _____

Services Provided _____

School District Reference #4

School District Name _____

Contact Name _____ Phone Number _____

Date of Service Initiation _____

Services Provided _____

APPENDIX F: NON-FAMILIAL RELATIONSHIP AFFIDAVIT

The affidavit set forth below must be executed on behalf of the Proposer and provided with each Request for Proposal. The Board of Education will not accept this RFP without this completed and notarized form.

NON-FAMILIAL RELATIONSHIP AFFIDAVIT

STATE OF _____)ss
COUNTY OF _____)
TAX ID# _____

_____ Being duly sworn, deposes and says that he/she is the "Proposer", which has submitted to Community Unit School District 308 a Proposal to provide transportation services, and hereby represents and warrants, except as provided below, that no familial relationships exist between the Proposer or any employee of the Proposer, and any member of the Board of Education of District 308 or the Superintendent of the School District.

(If no exceptions, please state as such)

List any Familial Relationships:

(If no exceptions, please state as such)

Affiant's Signature

On this _____ day of _____, 2016, before me, a Notary Public, in and for the above-referenced county personally appeared _____, who made an oath that he/she signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he/she believes the same to be true.

Subscribed and sworn to before me:

This _____ day _____, 2016

Notary Public

APPENDIX G: NON-COLLUSION AFFIDAVIT

The affidavit set forth below must be executed on behalf of the Proposer and provided with each Request for Proposal. The Board of Education will not accept this RFP without this completed and notarized form.
Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT)

STATE OF _____)
COUNTY OF _____)ss
TAX ID# _____)

_____ Being duly sworn, deposes and say that the "Proposer", which has submitted to Community Unit School District a Proposal to provide pupil transportation services. Except as specified below, the Proposer constitutes the only firm having an interest in the Proposal or in any contract, benefit or profit which may, might or could accrue as a result of said Proposal, said exceptions being as follows:

(If no exceptions, please state as such)

Affiant further states that said Proposal is, in all respects, fair and is submitted without collusion or fraud, and that no employee, administrator, or Board member of Community Unit School District 308 is directly or indirectly interested in the Proposal.

Affiant's Signature

On this _____ day of _____, 2016, before me, a Notary public, in and for the above-referenced county personally appeared _____, who made an oath that he/she signed and that the contents thereof are true, except as to those matters stated therein to be based on information and belief, and as to those matters, he/she believes the same to be true.

Subscribed and sworn to before me:

This _____ day _____, 2016

Notary Public

APPENDIX H: CRIMINAL BACKGROUND CHECK AFFIDAVIT

The affidavit set forth below must be executed on behalf of the Proposer and provided with each Request for Proposal. The Board of Education will not accept this RFP without this completed and notarized form.

CRIMINAL BACKGROUND CHECK AFFIDAVIT

STATE OF _____)
COUNTY OF _____) ss
TAX ID# _____

_____ Being duly sworn, deposes and says that he/she is the "Proposer", which has submitted to Community Unit School District 308 a Proposal to provide pupil transportation services and warrants and represents that any and all persons who will work directly or indirectly for the Proposers, including, but not limited to, Proposer's employees, agents, vendors, subcontractors or consultants, and who will work at or on any School District property, shall not have been convicted of any criminal offences listed in 105 ILCS 5/21B-80 and shall not have be listed in the Illinois Sec Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. In this regard, Proposer agrees, without limitation, to report within three (3) business days to the School District when any such person is charged with any of the above-mentioned crimes or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, pleads guilty or pleads no contest to that crime. Proposer further agrees that it will require any and all persons who will work directly or indirectly for the Proposer in the furtherance of this RFP to present themselves for fingerprinting to permit criminal history and criminal background checks pursuant to 105 ILCS 5/10-21.9 of the Illinois School Code, to satisfy the legal provisions cited in this paragraph before any person performs any services under the contract.

Affiant's Signature

**APPENDIX H: CRIMINAL BACKGROUND CHECK AFFIDAVIT
CONTINUED**

On this _____ day of _____, 2016, before me, a Notary Public, in and for the above-referenced county personally appeared _____, who made an oath that he/she has read the foregoing Criminal Background Check Affidavit, by him/her signed and that the contents thereof are true except as to those matters stated herein to be based on information and belief, and as to those matters, he/she believes same to be true.

Subscribed and sworn to before me:

This _____ day _____, 2016

Notary Public

APPENDIX I: CERTIFICATE OF ELIGIBILITY

I, _____, pursuant to Section 5/10-20.21 (b) of the School Code, hereby
certify that neither I nor any of my partners, or officers of
_____ (company name):

1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq., as amended;
 2. Have ever been convicted of the Offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
 3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
 4. Have made an admission of guilt of any of the above conduct which is a matter of record.
- Furthermore, I certify that I, my partners, officers or owners of _____
and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required
under the Illinois Use Tax Act, 35 ILCS 105/1 et seq.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract
awarded pursuant to this RFP/contract void if this certification is false.

Contract Provider:

Printed or Typed Name of Contract Provider

By: _____

Date: _____

Subscribed and sworn to before me:

This _____ day _____, 2016.

Notary Public

APPENDIX J: CERTIFICATE OF SEXUAL HARASSMENT POLICY

I, _____, certify that _____
(company name) has a written sexual harassment policy which includes (i) the illegality of sexual harassment; (ii) a definition of sexual harassment; (iii) a description of sexual harassment; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process through the Illinois Department of Human Rights; (vi) directions on how to contact the Illinois Human Rights Department and Illinois Human Rights Commission; and (vii) protection against retaliation for exercising rights under the policy in accordance with 775 ILCS 5/2-105(A)(4).

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this RFP/contract void if this certification is false.

Contract Provider:

Printed or Typed Name of Contract Provider

By: _____

Date: _____

Subscribed and sworn to before me:

This _____ day _____, 2016.

Notary Public

**APPENDIX K: CERTIFICATE OF COMPLIANCE WITH A
DRUG-FREE WORK PLACE ACT**

I, _____, as an authorized agent, do hereby certify that
_____ (check appropriate circle):

Name of Business

- ☐ Has twenty-five (25) or more employees and pursuant to Section 3 of the Illinois Drug Free Workplace Act, 30 ILCS 580-1 et seq., 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. I further certify that is not ineligible for award of contract by reason of debarment for a violation of the Illinois Drug Free Workplace Act.
- ☐ Has fewer than twenty-five (25) employees and shall provide a drug free workplace for all employees engaged in the performance of work under this contract.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this RFP/contract void if this certification pursues false.

Contract Provider:

Printed or Typed Name of Contract Provider

By: _____

Date: _____

Subscribed and sworn to before me:

This _____ day _____, 2016.

Notary Public

APPENDIX L: ANNUAL BASE BID COST PROJECTION INFORMATION

Each Proposer should use the information provided below as well as Request for Pricing Financial Data, as the bases to complete the proposal (See Appendix N: Request for Pricing Proposal). The Annual Bid Cost must include all related costs as stated in the Contractual Agreement as well as the requirements as stated in this RFP to conduct the routes as defined. A school year is defined as 177 days.

Regular Education Routes In District (Full size bus)

	Schools			Type		
Route #	AM	PM	AM/PM	Regular or Special Ed	In or Out of District	Daily Hours
9101	TraugherJH / Prairie Point ES	TraugherJH / Prairie Point ES	AM/PM	Regular	In District	4.25
9102	Traugher JH / Hunt Club ES	Traugher JH / Hunt Club ES	AM/PM	Regular	In District	4.25
9103	Oswego HS / Oswego East Shuttle / Grande Park ES	Oswego HS / Grande Park ES	AM/PM	Regular	In District	5.50
9104	Plank JH / Boulder Hill ES	Oswego HS / Boulder Hill ES	AM/PM	Regular	In District	4.75
9105	Oswego HS / Hunt Club ES	Oswego HS / Hunt Club ES	AM/PM	Regular	In District	5.50
9106	Oswego HS / Hunt Club ES	Oswego HS / Hunt Club ES	AM/PM	Regular	In District	5.50
9107	Thompson JH / Prairie Point ES	Thompson JH / Prairie Point ES	AM/PM	Regular	In District	4.25
9108	Oswego East HS / Boulder Hill ES	Oswego East HS / Boulder Hill ES	AM/PM	Regular	In District	5.50
9109	Plank JH / Boulder Hill ES	Plank JH / Boulder Hill ES	AM/PM	Regular	In District	4.25
9110	Oswego HS / Murphy JH / Oswego East HS Shuttle	Oswego HS / Murphy JH / Homestead ES	AM/PM	Regular	In District	5.50
9111	Traugher JH / Hunt Club ES	Oswego East HS / Hunt Club ES	AM/PM	Regular	In District	4.75
9112	Murphy JH / Grande Park ES	Murphy JH / Grande Park ES	AM/PM	Regular	In District	4.25
9114	Bednarcik JH / Churchill ES	Bednarcik JH / Churchill ES	AM/PM	Regular	In District	4.25
9115	Oswego East HS / Traughber JH / Oswego HS Shuttle	Oswego East HS / Traughber JH	AM/PM	Regular	In District	5.00
9116	Traughber JH / Southbury ES	Traughber JH / Southbury ES	AM/PM	Regular	In District	4.25
9117	Oswego East HS / Traughber JH / Oswego East HS Shuttle	Oswego East HS / Traughber JH	AM/PM	Regular	In District	5.00
9118	Bednarcik JH / Churchill ES	Bednarcik JH / Churchill ES	AM/PM	Regular	In District	4.25
9119	Murphy JH / Grande Park ES	Murphy JH / Grande Park ES	AM/PM	Regular	In District	4.25
9120	Murphy JH / Homestead ES	Murphy JH / Homestead ES	AM/PM	Regular	In District	4.25
9121	Oswego East HS / Fox Chase ES	Traughber JH / Fox Chase ES	AM/PM	Regular	In District	5.00
9122	Plank JH / Old Post ES	Oswego East HS / Plank JH	AM/PM	Regular	In District	4.25
9123	Oswego East HS / Hunt Club ES	Oswego East HS / Hunt Club ES	AM/PM	Regular	In District	5.50

9124	Oswego East HS / Hunt Club ES	Oswego East HS / Hunt Club ES	AM/PM	Regular	In District	5.50
9125	Oswego East HS / Bednarcik JH / Wolf's Crossing ES	Oswego East HS / Bednarcik JH / Wolf's Crossing ES	AM/PM	Regular	In District	5.50
9126	Oswego East HS / Boulder Hill ES	Oswego East HS / Boulder Hill ES	AM/PM	Regular	In District	5.50
9127	Murphy JH / Grande Park ES	Murphy JH / Grande Park ES	AM/PM	Regular	In District	4.25
9128	Opportunity School / Homestead ES	Opportunity School (GOAL) / Opportunity School	AM/PM	Regular	In District	5.00
9129	Murphy JH / Grande Park ES	Murphy JH / Grande Park ES	AM/PM	Regular	In District	4.25
9130	Oswego HS / Thompson JH / Hunt Club ES	Oswego HS / Hunt Club ES	AM/PM	Regular	In District	5.50
9131	Oswego HS / Hunt Club ES	Oswego HS / Hunt Club ES	AM/PM	Regular	In District	5.50
9132	Bednarcik JH / Wolf's Crossing ES	Bednarcik JH / Wolf's Crossing ES	AM/PM	Regular	In District	4.25
9133	Murphy JH / Long Beach ES	Murphy JH / Homestead ES	AM/PM	Regular	In District	5.00
9134	Bednarcik JH / Wolf's Crossing ES	Bednarcik JH / Wolf's Crossing ES	AM/PM	Regular	In District	4.25
9135	Oswego East HS / Bednarcik JH / Wolf's Crossing ES	Oswego East HS / Bednarcik JH / Wolf's Crossing ES	AM/PM	Regular	In District	5.50
9136	Bednarcik JH / Wolf's Crossing ES	Bednarcik JH / Wolf's Crossing ES	AM/PM	Regular	In District	4.25
9137	Murphy JH / Wolf's Crossing ES	Murphy JH / Wolf's Crossing ES	AM/PM	Regular	In District	4.25
9138	Oswego HS / Oswego East Shuttle / Grande Park ES	Oswego HS / Grande Park ES	AM/PM	Regular	In District	5.50
9139	Traugher JH	Oswego High School / Traugher JH	AM/PM	Regular	In District	4.25
9140		Oswego East HS / Fox Chase ES	PM	Regular	In District	2.00
9141		Fox Chase ES	PM	Regular	In District	4.25

Special Education Routes Out-of-District (Bus size/equipment determined by route)

Route #	AM	PM	AM/PM	Regular or Special Ed	In or Out of District	Aide Y/N	# of Aides	Daily Hours
9201	Soaring Eagle	Soaring Eagle	AM/PM	Special Ed	Out of District	Y	1	5.25
9202	The Bridge HS	The Bridge HS	AM/PM	Special Ed	Out of District	Y	1	5.25
9203	Soaring Eagle	Soaring Eagle	AM/PM	Special Ed	Out of District	Y	1	4.50
9204	Seals Romeoville	Seals Romeoville	AM/PM	Special Ed	Out of District	Y	1	5.00
9205	Seals Romeoville	Seals Romeoville	AM/PM	Special Ed	Out of District	Y	1	4.00
9206	Premier Academy	Premier Academy	AM/PM	Special Ed	Out of District	N	0	5.00
9207	Parkland Prep Academy	Parkland Prep Academy	AM/PM	Special Ed	Out of District	Y	1	6.25
9210	Krejci Academy	Krejci Academy	AM/PM	Special Ed	Out of District	Y	1	4.25
9211	Hamilton Academy	Hamilton Academy	AM/PM	Special Ed	Out of District	Y	1	7.00

9212	Glen Oaks TDS West	Glen Oaks TDS West	AM/PM	Special Ed	Out of District	N	0	4.00
9213	Giant Steps	Giant Steps	AM/PM	Special Ed	Out of District	Y	1	4.75
9214	Camelot – Naperville	Camelot - Naperville	AM/PM	Special Ed	Out of District	N	0	5.25
9215	Camelot – Dekalb	Camelot - Dekalb	AM/PM	Special Ed	Out of District	Y	1	5.50
9217	Acacia Academy	Acacia Academy	AM/PM	Special Ed	Out of District	N	0	5.50
9219	Seals – Lombard	Seal – Lombard	AM/PM	Special Ed	Out of District	N	0	5.25
9220	Parkland Prep Academy	Parkland Prep Academy	AM/PM	Special Ed	Out of District	N	0	5.75
9221	Core Academy	Core Academy	AM/PM	Special Ed	Out of District	Y	1	4.00
9222	New Connections Academy	New Connections Academy	AM/PM	Special Ed	Out of District	N	0	7.00
9224	Centerview TDS	Centerview TDS	AM/PM	Special Ed	Out of District	Y	1	7.00
9225		Parkland Prep Academy	PM	Special Ed	Out of District	N	0	2.50
9227	Glen Oaks TDS North	Glen Oaks TDS North	AM/PM	Special Ed	Out of District	N	0	6.25
9228	Parkland Prep Academy	Parkland Prep Academy	AM/PM	Special Ed	Out of District	Y	1	4.50
9229	Acacia Academy	Acacia Academy	AM/PM	Special Ed	Out of District	N	0	4.50
9230	Giant Steps	Giant Steps	AM/PM	Special Ed	Out of District	N	0	5.75
9232	Southeast Alternative School	Southeast Alternative School	AM/PM	Special Ed	Out of District	N	0	4.00
9234	SEAL	Parkland Prep Academy	AM/PM	Special Ed	Out of District	Y	1	4.00
9236	Clare Woods Academy	Clare Woods Academy	AM/PM	Special Ed	Out of District	Y	1	4.00

Special Education Wheel Chair Routes Out-of-District (Bus size/equipment determined by route)

Route #	AM	PM	AM/PM	Regular or Special Ed	In or Out of District	Aide Y/N	# of Aides	# or WC	Daily Hours
9223	Elim Christian School	Elim Christian School	AM/PM	Special Ed	Out of District	Y	1	1	6.00

**APPENDIX M: REQUEST FOR PRICING PROPOSAL
RFP PROJECTION SUMMARY PART ONE**

Name of Company _____

Proposal Prepared by _____ Email Address _____

Phone Number _____ Fax Number _____

ANNUAL BASE BID COST SUMMARY

Regular Education Routes: (Routes 9101-9141)

Year One Total Cost (7/1/16-6/30/17) \$ _____ yearly

Year Two Total Cost (7/1/17-6/30/18) \$ _____ yearly

Reg Ed. Total (Two Year Contract) \$ _____

Special Education Routes: (Routes 9201-9236)

Year One Total Cost (7/1/16-6/30/17) \$ _____ yearly

Year Two Total Cost (7/1/17-6/30/18) \$ _____ yearly

Sped Ed. Total (Two Year Contract) \$ _____

Regular and Special Education Routes: (all routes)

Year One Total Cost (7/1/16-6/30/17) \$ _____ yearly

Year Two Total Cost (7/1/17-6/30/18) \$ _____ yearly

Grand Total (Two Year Contract) \$ _____

HOURLY STARTING WAGES

School Bus Driver hourly base rate as of July 1, 2016: \$ _____

School Bus Monitor hourly base rate as of July 1, 2016: \$ _____

(Do not include Performance Bond cost above)

Cost of Performance Bond \$ _____ yearly

APPENDIX M: REQUEST FOR PRICING PROPOSAL SUMMARY PART TWO

DRAFT PROPOSAL 12-7-17	Year One	Year Two	Extension Year One	Extension Year Two
ANNUAL BASE BID	SCHOOL YEAR 2016-17	SCHOOL YEAR 2017-18	SCHOOL YEAR 2018-19	SCHOOL YEAR 2019-20
<i>Vehicle / Driver Rates</i>				
Level one: Rate per vehicle, per day up to four (4) hours, for a round trip regular education route that is within the boundaries of the School District.	290.02	298.72	313.66	329.34
Level Two: Rate per vehicle, per day up to four (4) hours, for a round trip special education route that is within the boundaries of the School District.	290.02	298.72	313.66	329.34
Level Three: Rate per vehicle, per day up to four (4) hours, for a round trip that is outside the boundaries of the School District.	290.02	298.72	313.66	329.34
Level One and Two Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip that is within the boundaries of the School District.	15.99	16.47	17.29	18.16
Level Three Extensions: Rate per vehicle, per fifteen (15) minutes increment above the four hour minimum for a round trip outside the boundaries of the School District.	15.99	16.47	17.29	18.16
Surcharge per wheelchair bus, per day.	20.00	20.60	21.63	22.71
<i>Bus Monitor Rates</i>				
Bus Monitor: rate per bus monitor, per day for up to four (4) hours.	73.41	75.61	79.39	83.36
Bus Monitor Extensions: rate per bus monitor, per day, per fifteen (15) minute increment above four (4) hours	4.59	4.72	4.96	5.20
<i>Field Trip Rate</i>				
Rate per bus, per field trip for two (2) hours, plus tolls and parking fees if applicable. Rate includes any and all vehicle requirements.	90.00	92.70	97.34	102.20
Rate per bus, per field trip, per fifteen (15) minute increment above two hours. Rate includes any and all vehicle requirements.	11.25	11.59	12.17	12.78

APPENDIX N: CONTRACTOR BACKGROUND QUESTIONNAIRE

This Form must be completed in full by each Contractor proposing to provide transportation services in responses to this RFP.

Contractor Background Information	Contractor Response
Contractor Name	
Company Address	
Proposal Submitted by	
Proposer Email Address	
Telephone Number	
Fax Number	
Year in which company was founded	
Is company wholly owned? If not, list parent company	
Gross sales of the companies last fiscal year	
Please list your company's last three annual revenue figures	
Total number of pupil transportation contracts	
Total number of pupil transportation contracts located in Illinois	
Average onsite employee turnover rate	
Average years of service per onsite employee	
Where is your closest support facility?	
Where is your headquarters facility?	
Is your company an equal opportunity employer?	
How many total employees does your company have?	
The contractor may be required to provide audited financial information for the previous two years	

APPENDIX N: BACKGROUND QUESTIONNAIRE CONTINUED

<p>Privately held companies wishing to maintain confidential financial information must provide information detailing the company's long term stability. Please provide a current Dun & Bradstreet (D&B) as part of the Proposal response.</p>	
<p>If the Contractor is proposing to use a subcontractor during the contract, please provide background information on the subcontractor, contractor's relationship with your firm and the specific services that the subcontractor will be providing. A complete list of subcontractors is required. The District has the right to accept or deny any or all subcontractors of the Contractor at any time.</p>	
<p>Please provide descriptions of the services proposed, including staffing descriptions and key assumptions.</p>	
<p>Please describe what training is provided to your employees (Type and Hours)</p>	
<p>Please confirm that you will provide a dedicated team of employees for the School District that will not work in other districts or companies for the duration of their work assignment to the School District</p>	
<p>Please describe your recruitment process including background and reference checks.</p>	

APPENDIX O: ILLINOIS SECRETARY OF STATE SAFE RIDE PROGRAM

_____ is in and will maintain compliance with the Illinois Secretary of

Printed or Typed Name of Contract Provider

State Safe Ride Program as it pertains to school bus transportation.

Contract Provider:

Printed or Typed Name of Contract Provider

By: _____

Date: _____

Subscribed and sworn to before me:

This _____ day _____, 2016.

Notary Public