



August 25, 2022

Al Muglach

VIA EMAIL – amuglach@ridesta.com

Re: FOIA 22-41 Request dated 7/25/2022.

Subject: Requesting PDF of current Regular Education and Special Education agreements to include the 2022-23 rates for the school year.

Dear Mr. Muglach:

This letter will serve as Oswego Community Unit School District 308's response to your 7/25/2022 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached please find our response to your request.

To promote district transparency and assist others who may have a similar question, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses>FOIA Requests Responses -2022 for information on previous requests*.

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

John Petzke

John Petzke
Assistant Superintendent of Operations/
Freedom of Information Officer

TRANSPORTATION AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, by and between OSWEGO COMMUNITY UNIT SCHOOL DISTRICT 308 of Oswego, Illinois, (hereinafter referred to as "School" or "District") and FIRST STUDENT of _____, (hereinafter referred to as "Contractor") (each an individual "Party" and collectively the "Parties").

RECITALS

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;

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;

WHEREAS, the District, after reviewing all proposals that were submitted in response to the RFP, found the Contractor's bid to provide transportation services was most suitable for the needs of the District; and

WHEREAS, the Parties wish to memorialize their understandings and obligations to one another by entering into this here Agreement.

NOW THEREFORE, for a good and valuable consideration and for the further consideration of the promises herein contained to be kept and performed by the respective Parties, it is hereby agreed as follows:

1. Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity not to exceed a fleet-wide average of ten years) and personnel as are required to fulfil District's needs for transportation services as set forth in this Agreement, District's RFP (attached hereto and incorporated herein as EXHIBIT A), District's Addendum to RFP (attached hereto and incorporated herein as EXHIBIT B), and Contractor's Proposal (attached hereto and incorporated herein as EXHIBIT C). In the event of a conflict between these documents the provisions of this Agreement will control. Otherwise, the terms of the other document shall govern the Parties' relationship in the following order of precedence: (1) District's RFP; (2) District's Addendum to RFP; and (3) Contractor's Proposal.
2. The initial term of this Agreement shall be three (3) years beginning on or about July 1, 2020. With the possibility of a two (2) year extension at the option of the District and mutual agreement by the Contractor.
3. 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 Proposal as provided in EXHIBIT C. 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 preceding month provided Contractor has submitted all invoicing and supporting documentation in a timely manner according to the District's RFP.

4. During the entire term of this Agreement, Contractor shall comply in every respect with all laws, rules and regulations of the State of Illinois affecting or regulating the transportation of school children, including but not limited to the Motor Vehicle Code, the Illinois Prevailing Wage Act, The School Code of Illinois, and the rules promulgated by the Illinois State Board of Education and Department of Transportation.
5. 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.
6. This contract may not be assigned or any part of the same subcontracted without the written consent of the District, and in no case shall such consent relieve Contractor from its obligations or change the terms of the contract.
7. The District reserves the right to use other transportation services for field trips, shuttle runs, athletic activities, out-of-district transportation, and other purposes.
8. Contractor, at its sole expense, agrees to provide insurance coverage as required by District's RFP.
9. Contractor shall provide a one hundred percent (100%) performance bond annually during the term of this Agreement, the cost of which shall be borne by Contractor.
10. This Agreement shall be governed by the laws of the State of Illinois. All references in this Agreement 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.
11. Both Parties warrant that they are properly authorized to enter into this Agreement.
12. 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.
13. If District cancels any work due to inclement weather (such as, but not limited to, snow, ice, flood, extreme cold/extreme heat), for health or safety reasons, District will not be responsible for paying Contractor for 5 or fewer days of such cancellations. If District cancels work for other emergency situations (including but not limited to epidemics, pandemics, plagues, political unrest, executive / governmental orders etc.), District agrees to pay a sum equal to forty percent (40%) of the daily charges for each operating day cancelled beyond 10 days due to such emergency event. The District further agrees and acknowledges that if, in response to an extended cancellation due to an emergency situation, Contractor is required to furlough or lay off employees, Contractor will make every effort to but cannot guarantee that it will have the minimum number of employees required to fulfill its obligations under this Agreement upon the resumption of business once the emergency situation subsides.

If Contractor cancels any work for whatever reason necessary, Contractor is still responsible for the transportation needs of the Students. If the Contractor cancels more than 5 days of work in any one school year, Contractor is responsible for paying District any costs incurred and associated with the performance of the services that Contractor would otherwise be responsible for.

14. With respect to Appendix B of Contractor's Proposal, all proposed modifications submitted by the Contractor shall be deemed to be rejected by the District except for the following, as further modified by the District:

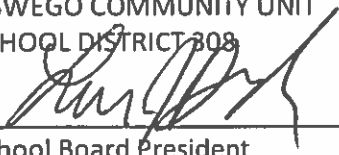
- i. Section 2.16 shall be modified to provide either party has the right to terminate the contract effective at the end of a school year upon a one-hundred twenty (120) day written notice prior to the end of the school year.
- ii. Section 2.17 shall be modified to provide that the District will not enforce this section prior to Labor Day for each school year.
- iii. Section 2.20 shall be modified to provide that all liability under this section shall be with respect to the scope of this Agreement.

Section 3.1(E) shall be modified to provide the term of the Agreement will be for a three year contract beginning on or about July 1, 2020 with the possibility of a two year extensions at the option of the District and mutual agreement between the Parties.

[Remainder of page intentionally left blank; signature page to follow]

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

OSWEGO COMMUNITY UNIT
SCHOOL DISTRICT 308



School Board President



School Board Secretary

7/13/2020

Date

CONTRACTOR

Contractor Authorized Representative

Title

Date

EXHIBIT A
[District's RFP]

EXHIBIT B
[Addendum to District's RFP]

EXHIBIT C
[Contractor's Proposal]

TO: Superintendent Dr. John Sparlin and Members of the Board of Education

FROM: Christi Tyler, Chief Financial Officer/CSBO

RE: Approval of Recommended Vendor for a Three-Year Contract for Regular Education Student Transportation Services with an option for a two-year extension

DATE: April 27, 2020

CONTACT PERSON(S): Dawn Simosky, Director of Transportation Services

DISPOSITION: Action

PUBLIC BACKGROUND: The terms of the current pupil transportation contract with First Student Inc. for Regular Education will expire on June 30, 2020. The District posted a public Request for Proposal (RFP) on March 2, 2020 for a three year pupil transportation bid with an option for a two-year extension.

When the District utilizes contract transportation services from providers, quality educational support and operational success for students is achieved through continual strong business relationships. The current contract providers have developed an enhanced understanding of the District's expectations and contractual obligations.

A public bid opening was conducted on March 18, 2020 at the District Transportation Center. Two bid proposals were submitted and read aloud. Please find attached the tabulation results of the RFP.

Regular Transportation Service: First Student Inc.

Based on the RFP evaluation of fifty regular education routes, the District would experience no cost increase for the 2020-21 school year. For year one, the total expense for fifty regular education routes is \$4,235,779 as defined in the RFP. The overall percentage of increase for year two is 3% and year three is 2.999%.

2020-21 Daily Rate: \$329.34
2021-22 Daily Rate: \$339.22
2022-23 Daily Rate: \$349.40

The District will be reimbursed approximately 65-70% of transportation expenses through the annual transportation claim.

RECOMMENDATION & MOTION

To approve a three-year contract for regular education transportation services with an option for a two-year extension with First Student, Inc.

TO: Superintendent Dr. John Sparlin and Members of the Board of Education

FROM: Christi Tyler, Chief Financial Officer/CSBO

RE: Approval of Recommended Vendor for a Three-Year Contract for Special Education Student Transportation Services with an option for a two-year extension

DATE: April 27, 2020

CONTACT PERSON(S): Dawn Simosky, Director of Transportation Services

DISPOSITION: Action

PUBLIC BACKGROUND: The terms of the current pupil transportation contract with Septran for Special Education transportation will expire on June 30, 2020. The District posted a public Request for Proposal (RFP) on March 2, 2020 for a three year pupil special education transportation bid with an option for a two year extension.

When the District utilizes contract transportation services from providers, quality educational support and operational success for students is achieved through continual strong business relationships. The current contract providers have developed an enhanced understanding of the District's expectations and contractual obligations.

A public bid opening was conducted on March 18, 2020 at the District Transportation Center. Two bid proposals were submitted and read aloud. Please find attached tabulation results for special education transportation services of the RFP.

Special Education Transportation Services: Septran

Based on the RFP evaluation of twenty-nine Special Education routes, the District would experience a cost increase of \$3.56 (1.2%) per day/per route for MPV and \$3.94 (1.5%) per day/per route for yellow mini buses for the 2020-21 school year. For year one, the total expense of special education routes is \$2,073,829. In addition, the overall percentage of increase for each of the following two years of the contract is under 3% per year.

2020-21 Daily Rate per route:	Yellow Bus \$285.09	MPV \$257.53
2021-22 Daily Rate per route:	Yellow Bus \$293.64	MPV \$265.26
2022-23 Daily Rate per route:	Yellow Bus \$302.45	MPV \$273.22

The District will be reimbursed approximately 65-70% of transportation expenses through the annual transportation claim.

RECOMMENDATION & MOTION

To approve a three-year contract for special education transportation services with an option for a two-year extension with Septran.