

**GLENVIEW COMMUNITY CONSOLIDATED SCHOOL DISTRICT 34
AND GLENBROOK HIGH SCHOOLS DISTRICT 225
1401 GREENWOOD RD
GLENVIEW, ILLINOIS 60026**

**SPECIAL EDUCATION TRANSPORTATION SERVICES
SPECIFICATIONS AND BID DOCUMENTS**

Public Notice Publication: 12/21/2017
Bid Package Availability: 12/21/2017
Public Bid Opening: 1/11/2018
District 34 1st Reading: 02/12/2018
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District 225 Board Approval: 2/12/2018

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**ADVERTISEMENT FOR BID
FOR SPECIAL EDUCATION TRANSPORTATION SERVICES FOR GLENVIEW COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 34
AND GLENBROOK HIGH SCHOOLS DISTRICT 225**

The Boards of Education of Glenview Community Consolidated School District 34, Cook County, Illinois and Glenbrook High Schools District 225, Cook County, Illinois (collectively, the "Boards") are seeking bids for special education transportation services. The proposed contract will commence on the first day of school in either August or September 2018, and continue for a period of three years until the last day of summer school for the 2020-2021 school year.

Bid packages shall be available at the Glenview 34 Administration Building located at 1401 Greenwood Road, Glenview, Illinois 60026 or online at www.glenview34.org starting on December 21, 2017, at 9:00am.

Bids must be submitted in a sealed envelope in accordance with the Bid Specifications no later than January 11, 2018, at the Glenview 34 Administration Building. Facsimile and electronic bids will not be accepted. Bidders are responsible for ensuring timely delivery of their bids; no late bids will be accepted. Bids will be opened and read aloud at the above mentioned address, at 10:00am on January 11, 2018.

The bid shall be awarded to the lowest responsible bidder, first considering the bidder or bidders most able to provide safety and comfort for the pupils and the bidder's stability of service, and then considering conformity with specifications and the terms of delivery, all as reasonably determined by the Boards. The Boards reserve the right to reject any and all bids or any part thereof and to waive technicalities in the bidding procedure. All decisions of the Boards shall be final.

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**INSTRUCTIONS TO BIDDERS AND BID SPECIFICATIONS FOR
SPECIAL EDUCATION TRANSPORTATION SERVICES**

INSTRUCTIONS AND GENERAL INFORMATION

1. The Boards of Education of Glenview Community Consolidated School District 34, Cook County, Illinois and Glenbrook High Schools District 225, Cook County, Illinois (collectively, the "Boards" or "Districts") are seeking sealed bids from qualified individuals and/or organizations to provide special education transportation services ("Transportation Services") for students of the Districts, as designated in the Special Education Transportation Agreement contained in these Bid Documents.

2. The following bid schedule has been established:

Public Notice Publication: 12/21/2017

Bid Package Availability: 12/21/2017

Public Bid Opening: 1/11/2018

One or more bidder(s) may be required to give oral presentation(s) to the Boards, as the Districts, in their sole discretion, may deem appropriate.

Transportation services provided hereunder shall commence on the first day of school in either August or September 2018, and continue for a period of three years until the last day of summer school for the 2020-2021 school year.

A mandatory pre-bid meeting will be held at 1:00pm on January 8, 2018 at 1401 Greenwood Road, Glenview, Illinois 60026. Please contact Rob Conner at rconner@glenview34.org to confirm your intent to attend the meeting.

The following Bid Packages, described in more detail in the General Conditions and Specifications, are available to bidders:

Bid A: Transportation of designated special education students of Glenview Community Consolidated School District 34.

Bid B: Transportation of designated special education students of Glenbrook High Schools District 225.

Bid C: Transportation of designated special education students of both Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225.

3. The Boards expressly reserve the right to choose between or among any of the three (3) possible arrangements identified in the Bid Documents. The Boards also expressly reserve the right to reject any and all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any bid should it be determined to be in the best interest of either Board. Interested bidders may submit bids for any or all of the arrangements specified in the Bid Document. A bidder need not submit bids for each of the three (3) possible arrangements to be deemed responsive. Instead, a bidder may elect to respond to fewer than all three (3) of the possible scenarios. The bid shall be awarded to the lowest responsible bidder, first considering the bidder or bidders most able to provide safety and comfort for the pupils and the bidder's stability of service, and then

considering conformity with specifications and the terms of delivery, all as reasonably determined by the Boards.

4. By submitting a bid, the bidder specifically agrees to comply with all terms identified in the Notice to Bidders, these Instructions to Bidders and Bid Specifications for Special Education Transportation Services, the selected Bidder's Bid Forms, and the Special Education Transportation Agreement (collectively "Bid Package" or "Bid Documents"). The Bid Package shall be incorporated into, and shall become a material part of the Special Education Transportation Agreement. All bids shall be deemed final, conclusive, and irrevocable, and once opened, no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without consent of the Boards after the scheduled closing time for the reception of the bids.
5. At the time of bid submission, bidders must be authorized to conduct business in the State of Illinois.
6. Bid Packages A, B, and C shall be based on the premise that the District will not be responsible for financing, holding title, licensing, or owning (in any manner) vehicles used by the successful bidder ("Contractor") in performing its obligations arising under the Special Education Transportation Agreement. The Contractor must provide transportation vehicles, labor, maintenance, insurance, and all other equipment and/or services contemplated by the full-service provision of transportation to students of the Districts, all as set forth in the Special Education Transportation Agreement.
7. With respect to Bid Package A, Robert Conner, Transportation Manager, shall serve as the District's primary contact with respect to this request for sealed bids and may be contacted as follows:

Robert Conner
Transportation Manager
Glenview Community Consolidated School District 34
1401 Greenwood Rd
Glenview, IL 60026
Office: (847) 998-5064
E-Mail: rconner@glenview34.org

With respect to Bid Package B, Lisa Wall, Transportation Coordinator, shall serve as the District's primary contact with respect to this request for sealed bids and may be contacted as follows:

Lisa Wall
Transportation Coordinator
Glenbrook High Schools District 225
3801 West Lake Ave
Glenview, IL 60026
Office: (847) 486-4277
E-Mail: bustransportation@glenbrook225.org

With respect to Bid Package C, either Robert Conner or Lisa Wall shall serve as the Districts' contact with respect to this request for seal bids.

After Bid Packages are available for distribution, all requests for information relating to the Districts and/or current student transportation operations, and/or information or clarification relating to this Request for Bids, shall be made exclusively via email and addressed only to Robert Conner or Lisa Wall, depending on the Bid Package for which information is sought. As contacts for the Districts, Robert Conner and Lisa Wall shall serve as interpreters of conditions of this Request for Bids. Communication with District representatives in a manner other than identified herein may result in disqualification.

In the event any addenda are issued, they will be emailed to all organizations and their designee who attended the mandatory pre-bid meeting. Copies of addenda will also be made available at the Glenview 34 Administration Building located at 1401 Greenwood Road, Glenview, Illinois 60026. Each bidder shall ascertain, prior to submitting a bid that the bidder has received all addenda issued, and the bidder shall acknowledge the receipt of addenda and the bid.

8. Sealed bids must be submitted on the Bid Forms provided, must be addressed to Robert Conner, Transportation Manager, at the address indicated above, and must be received in the District Office by 10:00 a.m. (local time), on January 11, 2018. No bids shall be accepted after this stated time. The bidder assumes the risk of any delay in handling or delivery of mail. Facsimile and electronic bids will not be considered. Please mark an opaque and sealed bid envelope with the following information:

- a. ***“Special Education Transportation Services Bid”***
- b. ***Bid(s)_____ [Identify Bid A, B, C]***
- c. ***Name and address of Bidder***

9. The bid shall be submitted in duplicate on the attached Bid Forms. All blanks on the Bid Form shall be filled in electronically or manually in ink. Neither the Bid Documents nor the submitted bid shall contain any interlineations, alteration, or erasures, and any such attempt to modify the Bid Documents may render the Bid non-responsive. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements. Any bid submitted that is not in strict compliance with the specification requirements may be rejected by Districts. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.

10. All bidders shall include (either where indicated or as attachments to its Bid Forms and submission), the following information and/or materials. A bidder's failure to submit any or all of the following information and/or materials may render the bidder non-responsive and the bidder may be disqualified, accordingly.

- a. Completed/signed Bid Forms.
- b. Each submission shall include a signed statement/narrative indicating: (i) the legal name of the bidder, its corporate address(es), and phone number(s); (ii) the manner in which the bidder is organized (i.e. sole proprietor, partnership, corporation, or other legal entity); (iii) the state in which the corporation is incorporated or otherwise organized; (iv) evidence of good standing; and (v) evidence of the bidder's ability to conduct and transact business in the state of Illinois. Each copy of this

statement/narrative and the Bid Forms shall be signed by the person or persons legally authorized to bind the bidder to a contract.

- c. Bids must be accompanied by a bid bond or cashier's check payable to Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 in the amount of five percent (5%) of the estimated total revenue to be generated by execution of the bid for each bid package as a guarantee that the bidder, if selected by the Districts, will enter into the contract in accordance with all conditions and specifications. Bonds and cashier's checks will be returned to unsuccessful bidders upon award of the Agreement to the successful Bidder. The successful bidder's bid bond or cashier's check shall be returned when the contract is executed.
- d. Each bidder shall submit a current certified balance sheet prepared by a Certified Public Accountant OR the bidder's most recent Income Tax Return, with a current balance sheet that is done internally.
- e. Names, qualifications, education, and experience of bidder's management team expected to be assigned to the Special Education Transportation Agreement.
- f. A narrative description of the training and development programs for on-site staff as well as drivers.
- g. Company organization chart.
- h. A narrative outlining the bidder's experience in providing quality staffing services of the nature sought herein. The bidder shall discuss and demonstrate its dedication, commitment, and resources designed to provide the requested services and materials including, but not limited to, the following (indicate if not applicable):
 - Evidence of satisfactory performance and operation in other institutions;
 - Experience in providing transportation services and vehicles for schools or similar institutions;
 - Employee motivational programs;
 - Training and in-service development education;
 - Written standards, procedures, schedules, and records; and
 - Technical and specialized support personnel (e.g., labor relations representatives, human resources personnel, and training specialists).
- i. A minimum of three (3) financial references.
- j. A list of all transportation contracts the bidder (and/or any subsidiary, related entity, predecessor, or owner(s)) has entered within the past five (5) years, including: (i) name of party to contract; (ii) contact information (name, address and telephone number) for party receiving services from the bidder; (iii) whether the contract is still in force; (iv) if the contract is not currently in force, identify whether it continued for its entire original term or was terminated prematurely; (v) if the contract was terminated prematurely, identify the cause or reason for such early termination.
- k. A narrative specifically including a list of any pupil transportation related litigation to which the bidder (and/or any subsidiary, related entity, predecessor, or owner(s)) has been a party in the past five (5) years. For each such incident of litigation,

specifically identify: (i) opposing party; (ii) whether the bidder was the plaintiff, defendant, or other designated party; (iii) full caption of litigation, including court identification and cause number; (iv) nature of claim (breach of contract, personal injury, equitable action, etc.); (v) status of litigation (pending or completed); (vi) the relief granted by any resulting order or settlement.

- l. A bidder may also submit any additional information demonstrating the bidder's capability to successfully perform the requested services in an educational environment similar to the Districts.
 - m. Any explanation, statement, or alternate bid which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto.
11. Bidders are responsible for their own verification of all information provided to them. Bidders must satisfy themselves, upon examination of the Specifications and other Bid Documents, as to the intent of the Specifications and Agreement. If the bidder is unclear about any of the terms or conditions of the Bid Documents, it is the bidder's responsibility to seek clarification from Robert Conner, Transportation Manager, at (847) 998-5064 or rconner@glenview34.org or Lisa Wall, Transportation Coordinator, at (847) 486-4277 or bustransportation@glenbrook225.org. After the submission of the bid, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained by the Boards. All information relative to the Districts' current operations, number of passengers, number of routes, length of routes, schedules, attendance figures, frequencies, and supplemental services stated in the Bid Documents are only estimates based upon present operations, are provided only for informational purposes, and should not be construed as a commitment on the part of the Districts or a representation regarding the Districts' needs and requirements for future years. Bidders are responsible for their own verification of all information provided to them and/or otherwise used by them in preparing and submitting their bids.
12. The Contractor shall, at all times, observe and comply with all laws, ordinances, regulations and codes from federal, state, county, and other local government agencies (expressly including the *School Code* and additional laws and regulations of the State of Illinois applicable to the services in question and the equipment used during performance of the Special Education Transportation Agreement), that may in any manner affect the bid, scope, and/or performance of the Agreement. Additionally, the Contractor agrees as follows: It shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex, national origin, or sexual orientation, nor because of any reason prohibited by law; it shall not commit any unfair employment practice; it shall comply with the Equal Employment Opportunity Clause, the Rules and Regulations of the Illinois Department of Human Rights, and the Illinois *Fair Employment Practices Act*; it shall comply with the provisions of the *Occupational Safety and Health Act* and the standards and regulations issued there under and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations; if selected as the Contractor, it shall provide the Districts with full reports relating to completed criminal background investigations for all employees performing under the Special Education Transportation Agreement, as may be required by law; it shall require employees to provide evidence of physical fitness to perform duties

assigned and freedom from communicable disease; and it shall comply with all laws, regulations and provisions relating to “Drug Free” workplaces and employment.

13. By submitting its Bid Forms, the bidder acknowledges and certifies its compliance with the requirements of 105 ILCS 5/10-20.21(b) pertaining to: (i) the Illinois *Use Tax Act*; and (ii) its status as a non-barred bidder or contractor.
14. Bidders shall not include taxes to which school districts are not subject in their quotation.
15. No contract shall be assigned nor any part of the same subcontracted without the written consent from the Boards, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the Agreement.
16. These instructions are to be considered an integral part of any bid and any resulting Special Education Transportation Agreement.
17. A mandatory post-bid interview with the Contractor will be scheduled approximately one week after bid closing.
- 18. By submitting its bid, a bidder certifies the accuracy of all materials, statements, and representations contained therein.**

GENERAL CONDITIONS & SPECIFICATIONS

The Boards of Education of Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 are requesting sealed bids from qualified individuals and/or organizations to provide student transportation services for students of Northern Suburban Special Education District. With respect to Bid A, Bid B, and Bid C a successful bidder shall be required to provide the vehicles required for the provision of services in question.

These General Conditions & Specifications provide an overview of the Districts' requested and required services, and these General Conditions/Specifications (along with the entire Bid Package) shall become a material part of (and exhibit to) the Special Education Transportation Agreement. Supplemental and specific performance provisions and requirements are set forth in the Special Education Transportation Agreement.

The District is requesting bids for the following three (3) possible arrangements:

Bid A: Transportation of designated special education students to and from designated special education classrooms at various general education attendance centers across the Glenview Community Consolidated School District 34 catchment area. Transportation of students is to be completed by Contractor through the use of Contractor owned and operated vehicles. Contractor will be responsible for the transportation of approximately 100 students to approximately 10 different attendance centers. Contractor vehicles must be adequately equipped to transport special education students with a variety of needs, including: wheelchair access, BESE vests, special car seats, and bus aides.

Bid B: Transportation of designated students to and from Glenbrook High Schools District 225 high schools or outplacement centers utilizing Contractor owned and operated vehicles. Contractor will be responsible for the transportation of approximately 100 students. Students may have unique needs including use of a wheelchair. Contractor vehicles must be adequately equipped to safely accommodate and transport designated students.

Bid C: Transportation of designated students to and from both Glenview Community Consolidated School District 34 attendance centers and Glenbrook High Schools District 225 high schools and outplacement centers utilizing Contractor owned and operated vehicles. Contractor will be responsible for the transportation of approximately 200 students. Students may have unique needs including the use of a wheelchair. Contractor vehicles must be adequately equipped to safely accommodate and transport designated students of both districts.

Transportation services provided hereunder shall commence the first day of school in either August or September 2018, and continue for a period of three years until the last day of summer school for the 2020-2021 school year. The Board of Education reserves the right to select between and among Bid A, Bid B, Bid C and/or to reject any and all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any proposal, should they deem such action to be in the best interest of the Districts.

Under all bid scenarios, the Contractor shall provide supplemental transportation services for field trips, athletic events, and other special programs as requested by the District (“Extra Routes”). Compensation for these types of services will be negotiated with the Contractor after the contract is executed. The Districts reserve the right to contract with other transportation contractors for field trips, athletic activities, and other purposes not included in regular school routes as necessary within the discretion of the Superintendent or designee. The Contractor shall not have exclusive rights to extra-curricular transportation needs of the Districts.

Exemplary quality control and the Contractor’s responsiveness to the needs and expectations of the Districts, administration, and staff are essential. The Contractor shall, provide and maintain the required number of vehicles, transportation aides (when required), qualified drivers, vehicle storage, maintenance, fuel pumping and pumping facilities, management services, scheduling, and operational services to transport conveniently and safely, any and all students designated by the Boards according to this Agreement for Bid A, Bid B, and Bid C. Such transportation shall be provided for each and every day that school is in session and in accordance with bus routes and schedules submitted by the Contractor and approved by the District. The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs. As attendance and required transportation need change from year to year during the term of the Special Education Transportation Agreement, the Contractor shall be required to assist the Districts in assessing transportation needs and may suggest scheduling or routing changes to the Districts. No such change shall occur, however, unless the same are reviewed and approved by the Districts.

NOTE: The Bid Forms identify the calculations that will be used to identify the “lowest” submission under each of the three (3) Base Bid scenarios.

The District offers special transportation coordination services to its participating member districts. If any member district accepts the offer, the Contractor must provide the transportation at the bid amount.

Local Management

It is required that the Contractor have local management. Local management is defined as management being located in reasonably close proximity to the District boundaries, with personnel available five days a week and twelve months of the year in order that their efforts may be coordinated with those of the District designated staff.

CONTRACT SCOPE

The Special Education Transportation Agreement is made a part of this Bid Package and identifies specific requirements any successful Contractor shall be required to fulfill. For summary purposes only, the Special Education Transportation Agreement requires:

The Contractor shall, provide and maintain the required number of vehicles, transportation aides (when required), qualified drivers, vehicle storage, maintenance, fuel pumping and pumping facilities, management services, scheduling, and operational services to transport conveniently and safely, any and all students designated by the Boards according to this Agreement for Bid A, Bid B, and Bid C. Such transportation shall be provided for each and every day that school is in session and in accordance with bus routes and schedules submitted by the Contractor and approved by the Districts. The Districts reserve the right to revise or change any and all routes and the number of buses required to best suit its needs. All such revisions shall be deemed an ordinary part of this contract, subject to potential payment/charge adjustments as contemplated by the Special Education Transportation Agreement.

The Contractor shall, in accordance with the Special Education Transportation Agreement, furnish all necessary labor and resources (including but not limited to personnel, training programs, insurance, support by its management, maintenance and inspection services, routine maintenance and supplies, qualified drivers, etc.). The Contractor shall annually assist in the preparation and implementation of a transportation schedule including pick up times and locations.

The Contractor shall, if and when requested by the Districts, provide transportation services for field trips, athletic events and other special programs, at a rate to be negotiated beyond the contract.

It is expected that the Contractor shall provide services at levels meeting or exceeding current performance levels.

It is incumbent upon a bidder to determine the required number of vehicles, transportation aides (when required), qualified drivers, vehicle storage, maintenance, fuel pumping and pumping facilities, management services, scheduling, and operational services with respect to Bid A, Bid B, and Bid C to provide complete transportation services for the Districts, at the minimum levels delineated herein, for the number of students and size/nature/location of the Districts' attendance center and student residences, submit staffing information and total cost calculations that will allow the Bidder to sufficiently provide the required and timely transportation of students to the District's satisfaction. The Contractor shall (through its Bid Forms and/or via a supplemental narrative) propose staffing patterns as necessary to completely perform the job of transporting students on a timely and regular basis, and in a safe manner acceptable to Districts. It will be necessary for Contractor to structure its schedule, subject to the Districts' final approval, to provide for proper and timely transportation of District's students.

The Contractor agrees that it will allow no person, other than students, supervisors of the Contractor, designated school district staff members (e.g. Bus Aides/Special Education Student attendants/etc.) and drivers in training, to ride the bus without the prior written consent of Districts' designee.

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

The Contractor shall designate one of its management-level employees as its "Contract Manager" for the Districts, and this management-level employee shall coordinate and establish an efficient and responsive transportation program in conjunction with the Districts, shall participate in regular meetings with the Districts' representatives, and shall immediately respond to, and resolve, concerns raised by Districts. The Contractor shall, at the time of execution of the Agreement, furnish to the Boards the name, address, phone number, and email address of such Contract Manager and a statement that such Contract Manager shall have complete authority with respect to all matters relating to the performance of the Agreement.

The contract period will commence as soon as the Special Education Transportation Agreement is executed and will continue for the term identified by the District (unless sooner terminated in accordance with the Special Education Transportation Agreement), with option(s) for the Districts to renew for multiple periods in accordance with the terms of the Special Education Transportation Agreement, the laws of the State of Illinois including the *School Code*, as may be agreed to by the parties. Base transportation services shall be provided to the District commencing on the first day of attendance for the District's 2018-2019 academic year, and the successful Contractor shall commence preparations and work with representatives of the Districts regarding scheduling and routing plans immediately upon notification that it has been selected to provide transportation services for the 2018-2019 school year.

CONTRACT EXECUTION AND INCORPORATION OF ADDITIONAL DOCUMENTS

The Contractor, when selected, shall be required to execute the Special Education Transportation Agreement, which document is a part of this Bid Package relating to this request for bids, upon the terms and for the compensation set forth in the Contractor's Bid Forms. The Contractor's Bid Forms and other Bid Documents shall be expressly incorporated into the Special Education Transportation Agreement.

INSURANCE REQUIREMENTS

A. Insurance Policies

The Contractor must maintain during the term of this Agreement and any extension thereof, in companies licensed to do business in Illinois with an A.M. Best rating of at least "A," insurance coverages meeting or exceeding the following coverage amounts and types:

Comprehensive General Liability

On an occurrence basis with minimum limits of at least:

- | | | |
|------|-----------------|---|
| (i) | Bodily Injury | \$5,000,000 each occurrence
\$10,000,000 aggregate |
| (ii) | Property Damage | \$5,000,000 each occurrence
\$5,000,000 aggregate |

Comprehensive Automobile Liability

Not less than \$5,000,000 each accident with such insurance covering liability arising out of any auto (including owned, hired, and non-owned autos):

- (i) Automobile Medical Payment Insurance with a minimum limit of at least \$5,000 each person per accident;
- (ii) Uninsured and Underinsured Motorist Coverage with limits of at least \$1,000,000 per person per accident.

Product Liability

\$5,000,000 each occurrence
\$5,000,000 aggregate

Fire and Theft Insurance

As Contractor deems necessary to protect Contractor against loss of any materials or equipment owned, rented, or licensed by Contractor, its employees, or agents.

Umbrella Coverage

Excess or Umbrella Insurance on an occurrence basis with a minimum limit of at least \$5,000,000 per occurrence and in the aggregate.

Workers' Compensation

Contractor shall maintain at all times during the term of the Agreement, Workers' Compensation not less than the statutory minimum and Employer's Liability Insurance not less than \$500,000 per occurrence for all of its employees in strict

compliance with state law and shall be solely responsible for accounting for, reporting, and paying all costs in connection therewith.

The Contract shall name the Boards, their individual Board members, employees, and agents as additional insureds ("Additional Insureds") on all of the above required insurance, with the sole exception of Workers' Compensation Insurance. All insurance of the Contractor shall be the primary insurance on a non-contributory basis. Any insurance maintained by any of the Additional Insureds that may apply to a loss shall only apply on an excess basis. Further, to the fullest extent possible without invalidating any of the Contractor's insurance coverage, the Contractor waives any and all rights of subrogation it and any of its insurers may have against the Additional Insureds. Contractor shall provide the Board with a certificate of insurance, prior to the commencement of its services and before the start of each new school year, evidencing the above insurance is in place. The Boards must be provided thirty-day written pre-cancellation notice of the policy/policies required hereunder. The Contractor shall, upon demand, provide the Boards with copies of the required insurance policies, with all endorsements thereto.

B. Indemnification and Hold Harmless Agreement

The Contractor agrees to indemnify, hold harmless, and defend the Districts and the Boards, including, but not limited to, their individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the Districts, employee of the Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or the provision of transportation services under this contract. The Contractor's insurance policy required under this contract shall specifically cover the Contractor's indemnification obligations described herein.

C. Termination

Each insurance company must agree not to terminate their coverage without thirty days written notice to both of the Boards and the Contractor and to include this clause in the insurance policy. In such case of termination, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten days prior to the termination of the original policy.

In the event either party is served with notice of any cancellation, proposed cancellation, or non-renewal of any of the foregoing insurance coverage, the party receiving such notice shall immediately notify the other party of the receipt of such notice and shall make whatever arrangements are necessary to replace the needed insurance coverage prior to the performance of any additional transportation services.

CONTRACT TERMINATION

In the event the Contractor (a) neglects, refuses, or fails to perform under the provisions of this contract, and/or (b) disregard applicable laws, lawful orders, or lawful or reasonable instructions of the Districts, and/or (c) violates any provision of this contract, the Board may,

without prejudice to any other right or remedy which it may have for damages resulting therefrom, whether theretofore or thereafter accruing during the term of this contract, and without prejudice to any rights against any surety, treat the same as material breach of this contract, and after giving the Contractor ten (10) days written notice, terminate this contract.

In the event the Contractor should be adjudicated, bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiving should be appointed on account of its insolvency, the Boards may, without prejudice to any other right or remedy which it may have for damages resulting therefrom, whether theretofore or thereafter accruing during the term of this Agreement, treat the same as a material breach of this Agreement and after giving the Contractor ten (10) days written notice, terminate the Agreement.

In addition to its right to terminate this Agreement for a breach, the Boards also have the right to terminate this Agreement for its convenience by providing at least seven (7) days written notice thereof. The Contractor shall be entitled to compensation through the date of termination.

Nothing herein shall be construed to limit the right of the Districts to provide for the transportation of children or students required to be transported hereunder during such notice period in the event the contractor fails to provide transportation as required in the Agreement.

In the event of termination for any reasons set forth above, the Districts at all times reserve the right, without waiver of other rights against the Agreement, to arrange for the transportation of students or to enter into a contract with another person, firm, or corporation, or to do any other act or thing necessary to assure continuity in the transportation of students. In the event of any such termination, the Districts shall retain any other rights or remedies they may have against the Contractor, including but not limited to, recovering damages for breach of contract.

In the event of an action by the Contractor against the Boards, Contractor shall only be entitled to recover direct damages from a breach of contract. The Contractor shall not be entitled to and waives any and all rights it may have to any other damages, including, but not limited to, consequential, indirect and punitive damages.

EMPLOYMENT AND REPLACEMENT OF PERSONNEL

The Districts shall have the right to require the replacement of any person or driver employed by the Contractor who, in either District's opinion, is not qualified or appropriate to operate a school bus or otherwise assist the Contractor in performing this contract. The Contractor must agree that it shall enter into no agreement or arrangement with any employee, person, group, or organization that could in any way prevent the Districts from exercising such right. Subject to this overriding right, however, the responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor.

EQUIPMENT, STORAGE, AND MAINTENANCE REQUIREMENTS

Under all potential bid arrangements, the Contractor shall keep all equipment for the transportation of students in strict accordance with the State of Illinois Minimum Standards

for School Buses, as promulgated by the Illinois State Board of Education and Illinois Department of Transportation. All equipment shall be maintained in sound mechanical condition at all times to pass the required State School Bus inspections. All vehicles shall be kept in clean and satisfactory condition. All equipment must be open to examination by authorized District personnel during normal working hours. All vehicles must be equipped with two-way radios for communication with the bus company. Contractor shall ensure that all vehicles have inspections in accordance with all federal, state, and local legal requirements, that any vehicle that does not comply with inspection requirements shall not be used, and that standby vehicles shall meet the same standard as regular route vehicles. Contractor shall maintain a sufficient number of standby buses and drivers—no less than 10% of each type of vehicle used—so that there will be no service interruptions due, but not limited to, vehicle breakdowns. All vehicles provided by the bidder must be checked before use on a daily basis for any vandalism and to ensure the vehicle is in proper working order. It is the contractor's responsibility to equip buses appropriately for children with moderate to severe disabilities and to train drivers on use of specialty equipment (harnesses, tie-downs, lifts, belt hook-ups, etc.).

In addition to the Contract Manger, Contractor shall have a vehicle mechanic available on call at all times during the Special Education Transportation Agreement so that timely routine maintenance can be made as needed and so as to mitigate interruptions to services provided the Districts.

Contractor shall ensure that all buses are equipped with communications equipment in good working order. A two way radio system is acceptable. Each driver should have access to a cell phone to be used when vehicle is not in motion. Contractor shall provide the Districts access to all such required communication equipment, during the term of the Special Education Transportation Agreement. Contractor shall provide and maintain a sufficient quantity of backup devices to ensure that vehicles never operate in violation of this provision. Drivers must also be able to maintain contact with Contractor's central dispatch.

ROUTES AND SCHEDULING

Routes shall be established by the Districts with assistance from the Contractor. These routes will be established no later than August 1st of the school year or as otherwise mutually agreed to by the Districts and the Contractor. Contractor shall work closely with the Districts in planning the routes and otherwise performing this Agreement. The Districts reserve the right to modify the routes and schedules to be followed and to make changes therein. The Districts will notify the Contractor whenever changes are necessary in routes or time schedules and the Contractor shall make every reasonable effort to adjust its operations to accommodate all such necessary changes on the next business day after notice is received from the Districts. The Contractor, under no conditions, shall change or in any other way modify a bus route, add a bus route, or cancel a bus route without express written permission by the Districts. Any action of this type will be deemed as a breach of contract by the Contractor and may result in an award of penalties to the Districts.

All schedules shall be in keeping with the safety of schoolchildren so as to deliver students within a reasonable time prior to the opening of the various schools, and so as to return them to their respective bus stops within a reasonable time after the close of the school day.

BILLING AND COMPENSATION

With respect to regular transportation routes and the Base Bid(s), the Contractor shall be paid monthly, in arrears and upon tendering an invoice to the member school districts, an amount equal to the per-route (student) daily charges identified on the Bid Forms for those routes and days on which transportation was actually provided for the Districts. Glenview Community Consolidated School District 34 should receive copies of all bills sent to member districts.

With respect to extracurricular transportation, the Contractor shall be paid monthly, in arrears and upon tendering an invoice to the member school districts, an amount determined for services actually provided to the Districts.

The Contractor shall submit all billing in a format acceptable to the Districts so that reimbursement information required by the State of Illinois (or the Federal Government if transportation is being funded through a Federal Grant) is readily retrievable by the Districts and Contractor for reporting purposes. The Contractor shall submit separate monthly billing/invoicing for each of the following categories: Bid Package A, Bid Package B, Bid Package C. If transportation aides are required on any route in Bid Package A, B, or C, that cost should be quoted and billed separately.

NON-COMPLIANCE PENALTIES

Should the Districts find the Contractor in noncompliance with the provisions of the Agreement on a route or series of routes, the Districts will be entitled to impose the following penalties, provided that the Superintendent, or his designee, has provided the Contractor two (2) days oral notice of the noncompliance and the Contractor has not cured the noncompliance within said two days.

For purposes of this Section of these Terms and Conditions, “noncompliance” means, but is not limited to, the failure to transport students on a route or routes as contracted or as requested in strict accordance with the terms, conditions and provisions of this Contract, or the failure to make changes to routes as specified and directed by the Superintendent or designee in accordance with the terms of this Contract, or the failure to comply with an explicit provision or requirement set forth in this Contract.

	INCIDENT	PENALTY
1.	No service on any to or from regularly scheduled route	Daily rate per vehicle/route type
2.	Late pick-up (15 minutes or more as defined on approved route sheet) at a school	10% of the per route cost

- | | | |
|----|---|----------------------------|
| 3. | Late drop-off (15 minutes or more as defined on approved route sheet) at a school | 10% of the per route cost |
| 4. | Missed stops on a route, provided that any missed stop has occurred on any three days per ten days of service | 50% of the per route cost |
| 5. | Failure to provide a properly licensed and permitted bus driver for a to/from route | 100% of the per route cost |
| 6. | Failure to make changes in a route(s) | 10% of the per route cost |

The Districts shall have the right to audit the Contractor’s route and mileage records and examine the reporting records. Any excesses in charges for the mileage disclosed by an audit shall be refunded within five (5) days after notice of the excess to the Contractor. If an audit discloses a discrepancy of more than five percent (5%) of the amount charged for the period at issue, the Contractor shall pay to the Districts all reasonable costs connected with the audit; including, but not limited to, wages of its staff and accountants’ fees and attorneys’ fees. The Contractor shall fully cooperate with all personnel authorized by the Districts to conduct any audit

The Contractor shall retain such records for a period of three (3) years plus the current year, from the date of receipt of final payment under the Agreement, for inspection and audit by representatives of the Districts. If any audit findings have not been resolved, the records shall be retained beyond the three (3) year period and as long as required for the resolution of the issues raised by the audit.

RESERVATIONS

The District reserves the right to use other transportation services for field trips, shuttle runs, community jobs, out-of-district transportation and other purposes not included in the Base Bid regular District routes.

ANTICIPATED DAILY STARTING AND DISMISSAL TIMES

Please see Exhibit A for additional information for daily starting and dismissal times. Because these Bid Packages involve various attendance centers, there are various times that transportation will be necessary.

Students of different public schools **are not** to be picked up or otherwise transported on the same bus carrying children from the District.

FUEL ESCALATOR PROVISION

The successful bidder for Bid Packages A, B, and C shall purchase and provide all necessary motor fuels of the performance of the contract. There shall be NO negotiations or changes in the bid language for the entire first year of the contract (2018-2019), for a Fuel Escalator Clause. Bidders are to use \$2.50 per gallon for the purpose of pricing fuel for year 2 and 3 of the contract. In the event that fuel exceeds \$2.50 per gallon, the contractor may assess an additional cost to the district upon providing invoices that demonstrate pricing above \$2.50 per gallon during the second and third years of the contract (2019-2020, 2020-2021). Should the price of fuel be lower than \$2.50 per gallon the same calculation will be employed to determine a refund for the district.

ADDITIONAL FORMS
ALL FORMS MUST BE COMPLETED IN FULL

By signing these Forms and submitting its bid to Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 the undersigned hereby acknowledges that the term "Bid Documents" is defined herein to include the collective documents comprising the package of materials issued by the Districts, specifically consisting of: Notice to Bidders, Instructions to Bidders and Specifications, these Bid Forms, and the Special Education Transportation Agreement. The undersigned acknowledges that the terms, provisions, representations and covenants contained in the Bid Documents shall be incorporated into, and become an instrumental part of, the actual Special Education Transportation Agreement and that the undersigned shall comply with the Special Education Transportation Agreement and the Bid Documents in the event the undersigned is selected by the Districts to provide the services contemplated hereunder.

Note: It is anticipated that 178 attendance dates will be scheduled on an annual basis. The Districts' school calendar shall determine the exact number and dates of student attendance days on an annual basis. Monthly payments to the Contractor, at the rates set forth in the Agreement, shall be paid to the selected Contractor and shall be based on daily per pupil charges, that includes transportation to and from school in the AM and PM, listed in the Bid Forms, and final monthly payments to the Contractor shall be determined by multiplying the applicable charges, that include transportation to and from school in the AM and PM, by the actual number of specific routes run in a particular month that services were provided. This practice will apply to billing for transportation aides also. For Transportation Aides that are added to routes in Bid Packages A, B, and C, the cost of the transportation aide shall be split amongst all students on the route. In no event shall the Districts pay Contractor any monies exceeding those tied to services actually provided by Contractor to the Districts, and Contractor acknowledges that it is possible that fewer than 178 days of attendance requiring transportation may actually result in any particular academic year. Contractor shall invoice the District monthly, in arrears, only for those days in a particular month when transportation services (morning and afternoon transportation) were actually performed by the Contractor.

Bid Form

Bid Package A			
Vehicles ownership, operation, and maintenance provided by the bidder			
	2018-2019	2019-2020	2020-2021
Daily Charge			

Bid Package B			
Vehicles ownership, operation, and maintenance provided by the bidder			
	2018-2019	2019-2020	2020-2021
Daily Charge			

Bid Package C			
Vehicles ownership, operation, and maintenance provided by the bidder			
	2018-2019	2019-2020	2020-2021
Daily Charge			

Contractors Name: _____ Signature: _____

Exhibit A

District 34

School	Arrival/Dismissal Times	School Address
Attea Middle School	8:10am/3:10pm	2500 Chestnut Ave Glenview Il 60026
Glen Grove School	7:40am/2:40pm	3900 Glenview Rd, Glenview Il 60025
Henking School Regular & Mid-Day	8:40am/3:40pm - 11:30/12:30	2941 Linneman St, Glenview Il 60025
Hoffman School	7:40am/2:40pm	2000 Harrison St, Glenview Il 60025
Lyon School Regular & Mid-Day	8:40am/3:40pm - 11:30/12:30	1335 Waukegan Rd, Glenview Il 60025
Pleasant Ridge School	7:40am/2:40pm	1730 Sunset Ridge Rd, Glenview Il 60025
Springman Middle School	8:10am/3:10pm	2701 Central Rd, Glenview Il 60025
Westbrook School Pre-K	8:30am-11:00/12:30-3:00pm	1333 Greenwood Rd, Glenview Il 60026
Westbrook School Regular & Mid-Day	8:40am/3:40pm - 11:30/12:30	1333 Greenwood Rd, Glenview Il 60026
School	Arrival/Dismissal Times	School Address
Arlyn Day School	7:50am/3:00pm	3013 Illinois Rd, Winnetka, IL 60093
Arbor Academy	8:00am/2:45pm	754 Red Oak Ln, Highland Park, IL 60035
John G Conyers Learning Academy	8:50am/3:35pm	2800 W Central Rd, Rolling Meadows, IL 60008
Cove School	8:30am/3:00pm	350 Lee Rd, Northbrook, IL 60062
Glencoe South School	8:00am/2:45pm	266 Linden Ave, Glencoe, IL 60022
Hyde Park Day School	8:00am/2:45pm	980 Old Willow Rd, Winnetka, IL 60093
Keshet School	8:30am/2:45pm	3210 Dundee Rd, Northbrook, IL 60062
North Shore Academy	8:30am/3:00pm	754 Red Oak Ln, Highland Park, IL 60035
Riley School	8:00am/2:45pm	1209 E Burr Oak Dr, Arlington Heights, IL 60004
Soaring Eagle Academy	8:00am/2:45pm	800 Parkview Blvd, Lombard, IL 60148

District 225

School	Arrival/Dismissal Times	School Address
Glenbrook South High School	8:00am/3:15pm	4000 W. Lake Ave Glenview, IL
Glenbrook North High School	7:40am/2:55pm	2300 N. Shermer Rd Glenview, IL

Exhibit B

Students and attendance centers of Glenbrook High Schools District 225:

Number of Students	Transported from student home to/from
20	Glenbrook South High School 4000 W. Lake Ave Glenview, IL
28	Glenbrook North High School 2300 N. Shermer Rd Northbrook, IL
23	NSSSED Transition Center 405 Lake Cook Rd. Deerfield, IL
7	North Shore Academy 754 Red Oak Lane Highland Park, IL
22	Various Outplacement Locations

Exhibit C

Students and attendance centers of Glenview Community Consolidated School District 34:

<u>Number of Students</u>	<u>Transported from student home to/from</u>
15	Attea Middle School 2500 Chestnut Ave Glenview, IL
5	Glen Grove School 3900 Glenview Rd Glenview, IL
6	Henking School 2941 Linneman St, Glenview, IL
3	Hoffman School 2000 Harrison St, Glenview, IL
14	Lyon School 1335 Waukegan Rd, Glenview Il 60025 Glenview, IL
4	Pleasant Ridge School 1730 Sunset Ridge Rd Glenview, IL
9	Springman Middle School 2701 Central Rd, Glenview, IL
32	Westbrook School 1333 Greenwood Rd Glenview, IL
6	North Shore Academy 754 Red Oak Lane Highland Park, IL
15	Various Outplacement Locations

BIDDER REPRESENTATIONS AND CERTIFICATIONS

In compliance with this request for bids and to all conditions thereof, the undersigned offers and agrees to furnish the services and materials in accordance with the requirements, terms, and standards defined by these Bid Documents, including the Instructions to Bidders and Specifications, these Bid Forms, and the Special Education Transportation Agreement. By submitting these Bid Forms, the bidder acknowledges that the terms, provisions, representations, and covenants contained in the Bid Documents shall be incorporated into, and become an instrumental and material part of, the actual Special Education Transportation Agreement and that the undersigned shall comply with the same in the event the undersigned is selected by the Districts to provide the services contemplated hereunder.

IN MAKING THE BID, THE BIDDER REPRESENTS THAT:

1. The Bidder has read and understands the Bid Documents, this bid is made in accordance therewith including the following: Instructions to Bidders and Specifications; these Bid Forms; the Special Education Transportation Agreement, and any Addenda issued.
2. The bid is based on the materials, equipment, personnel, and systems required by the Bid Documents without exception.
3. The bidder shall enter into the Special Education Transportation Agreement with the Districts if, when and upon being notified by the Districts that its bid has been accepted. The bidder understands that the terms and conditions of the Bid Documents, including its responsive Bid Forms, are those that will be made part of the Special Education Transportation Agreement. Any exceptions to the terms and conditions must be stated, in writing, must accompany the bidder's Bid Forms, and may be cause (at the Districts' sole determination and discretion) to render the bid in question "non-responsive."

THE UNDERSIGNED HEREBY FURTHER CERTIFIES:

1. He/she is the duly authorized agent of the entity identified below ("Bidder") and is expressly authorized to execute this Certification on its behalf, to bind Bidder to the terms of the Bid Documents, and to execute the Special Education Transportation Agreement if Bidder is selected by Districts.
2. All materials and responses submitted in conjunction with these Bid Forms are true and accurate.
3. In compliance with the Districts' request for bids and with all conditions thereof, Bidder offers and agrees to furnish the services and/or materials in accordance with the requirements, terms, and standards defined by these Bid Documents,

including the Instructions to Bidders and Specifications, these Bid Forms, and the Special Education Transportation Agreement.

4. Bidder has and will comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to: the Illinois *Use Tax Act*, and Bidder certifies that it qualifies as a non-barred Bidder or contractor under said provisions.
5. Bidder and the undersigned affirm that no person or persons, firms, or corporation has, have, or will receive directly, any rebate, fee, gift, commission, or anything of value on account of this bid and/or its potential selection as the Contractor, or that any employee or Board of Education member of either District or State of Illinois has any undisclosed interest in the award of this contract.
6. Bidder acknowledges and represents that this bid shall remain open and valid for a period of 75 days subsequent to the bid opening and that the Bidder will, if selected by the Districts, execute the Special Education Transportation Agreement included as part of the Bid Documents within said period of time.
7. Bidder is duly licensed and authorized to conduct business in the State of Illinois.
8. BIDDER HEREBY CERTIFIES THAT CONTRACTOR IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR BID ROTATION CONVICTIONS AND CERTIFIES COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT.
9. **BIDDER HAS ATTACHED ALL DOCUMENTATION AND INFORMATION REQUESTED AND REQUIRED IN THE INSTRUCTIONS AND GENERAL INFORMATION SECTION OF THE BID PACKAGE.**

**CERTIFICATION REGARDING GENERAL UNDERSTANDING AND ACCEPTANCE
OF BID CONDITIONS**

I have read and understand the information included in this Special Education Transportation Bid Packet and have bid accordingly. I have provided all necessary information and have checked all computations. The bid has been submitted with each space properly completed. I understand that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted.

Name of Bidder (please print)

Bid Submitted by (signature)

Address

Title

Phone Number

Date

The Contractor listed above is:

Minority owned Business Yes _____ No _____
Female owned Business Yes _____ No _____
Business owned by person
 with disabilities Yes _____ No _____
Locally owned Business Yes _____ No _____

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers or representatives, have executed this Agreement as of the Effective Date set forth above.

Signature

Printed Name

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

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

Name of Bidder (please print)

Submitted by (signature)

Title

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

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

Name of Bidder (please print)

Submitted by (signature)

Title

CERTIFICATE OF ELIGIBILITY TO BID

_____ (contractor), pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date

Name of Contractor/Company

Street Address

City, State, Zip Code

Title of Officer

Name of Officer (printed)

Signature of Officer

CRIMINAL BACKGROUND CHECK CERTIFICATION

Contractor hereby represents, warrants and certifies that in accordance with Section 10-21.9 of the Illinois *School Code* efforts will be or have been made to screen applicants and to perform background checks to ensure that Contractor’s employees who will serve the Districts under this Contract have no prior criminal record that would render said persons as prohibited from working in a school setting, e.g., child molestation, pornography, etc. Contractor will also be and remain in compliance with current and future local, state, and federal laws and regulations regarding this matter.

Contractor further agrees that it shall not employ any person, including but not limited to school bus drivers and other transportation employees, who have or may have direct, daily contact with the pupils of any school in the District, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the written “Authorization of Criminal Background Information Form,” which is attached to the Contract Documents as Attachment H, authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 10-21.9 of the Illinois *School Code* and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated in Section 10-21.9. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Carrier further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the enumerated offenses set forth in Section 10-21.9 of the Illinois *School Code*, shall be employed thereby in any position that involves or may involve contact with the students of the School District.

This certification is executed on the date hereinafter indicated by the designated Contractor by its duly authorized officer.

Name of Contractor

Date

Contractor’s Signature

Name and Title

CERTIFICATION OF PHYSICAL FITNESS

Contractor hereby represents, warrants, and certifies that in accordance with Section 24-5 of the Illinois *School Code*, Contractor will provide to the Boards of Education of Glenview Community Consolidated School District 34 and Glenbrook High Schools District 225 evidence of physical fitness to perform assigned duties and freedom from communicable disease of all employees to have contact with students of either district. Such evidence shall consist of a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advanced practice nurse, or a licensed physician assistant not more than 90 days preceding the time of presentation to the Boards, and the cost of such examination shall rest with the employee. Contractor's employees may be subject to additional health examinations, including screening for tuberculosis, as required by rules adopted by the Department of Public Health or by order of a local public health official.

Name of Contractor

Date

Contractor's Signature

Name and Title

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being truly sworn, on oath that he has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, not to prevent any person from bidding nor to induce anyone to refrain from bidding, and that bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporations has, have, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Firm or Corporation Official

On behalf of:

Firm or Corporation

Subscribed and sworn to before me this _____ day of _____ (month/year)

My commission expires:

Date: _____

Signature: _____

STATEMENT OF NON-DISCRIMINATION

As part of my proposal on a contract to provide transportation, I certify:

1. That in the hiring of employees for the performance of work under this Contract or any subcontract, as Contractor, or any persons acting on the Contractor's behalf, shall not, by reason of race, creed, color, national origin, age, sexual orientation, marital status, citizenship status, arrest record, being a victim of domestic or sexual violence, mental or physical handicap or disability, military status or unfavorable discharge from military service, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.

2. That no contractor, subcontractor, nor a person acting on the contractor's behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, age, sex, religion, sexual orientation, marital status, citizenship status, arrest record, being a victim of domestic violence, mental or physical handicap or disability or unfavorable discharge from military service.

3. For the performance of the Contract, the Contractor shall agree as follows: That all contractors or subcontractors will comply with all the state laws regarding nondiscrimination. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, age, sex, religion, sexual orientation, marital status, citizenship status, arrest record, being a victim of domestic or sexual violence, mental or physical handicap, or disability, military status or unfavorable discharge from military service.

Furthermore, it is understood that the undersigned has been given the authority to represent the company herein listed below.

Firm or Corporation Official

On behalf of:

Firm or Corporation

Subscribed and sworn to before me this _____ day of _____ (month/year)
My commission expires:

Date: _____

Signature: _____

CERTIFICATE REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Act and the Illinois Fair Employment Practices Act as stated under Compliance with Legislation in Instructions to Bidder.

Name of Bidder (please print)

Submitted by (signature)

Title

APPENDIX

Special Education Transportation Agreement

THIS AGREEMENT is entered into this ___ day of _____, 2018, by and between the Boards of Education of Glenview Community Consolidated School District 34, Cook County, Illinois and Glenbrook High Schools District 225, Cook County, Illinois (“Districts”) and _____ (“Contractor”) (collectively referred hereto as “the parties”).

WHEREAS, the Districts have requested public bids for the provision of special education transportation services (“Services”); and

WHEREAS, Contractor has submitted a bid for the provision of the Services; and

WHEREAS, the Districts have awarded this Agreement to Contractor to provide student transportation services in accordance with the bid specifications;

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which acknowledged, the parties agree as follows:

1. **Duration of Agreement.** The Agreement shall be effective from the first day of school of the 2018-2019 school year, and shall continue in force and effect through the last day of summer school of the 2020-2021 school year, and for the period thereafter as may be extended by the parties.

2. **Contract Documents.** The documents comprising the entirety of this Agreement (the “Agreement Documents”) are the Instructions to Bidders and Specifications, General Conditions and Specifications, Bid Forms, Addenda thereto as issued by the Districts, the Bid Proposal Form submitted by Contractor, including any additional documentation submitted with the Bid Proposal Form, and this Agreement.

3. **Contract Manager.** Effective the 2018-2019 school year, the following individual shall serve as the Contractor’s contract manager and shall work in conjunction with the Business Office of both districts:

Name: _____

Address: _____

Phone: _____

Email: _____

The Contractor grants the above-named contract manager complete authority with respect to all matters relating to the Contractor’s performance of this Agreement. This shall include matters relating to personnel, adherence to bus routes and

schedules, and responsibility for the keeping of records required under the Agreement Documents. Any changes in the contract manager shall be mutually agreed to in writing.

4. **Document Supremacy.** In the event any term or provision of one Agreement Document conflicts with a term or provisions of another, the term or provision of this Agreement shall prevail over all other documents, and the term or provision of the Bid Specifications and Addenda thereto shall prevail over the Contractor's Bid Proposal Form.

5. **Compensation.** Contractor shall provide all services as awarded by the Districts and shall be compensated according to the terms of the General Conditions and Specifications and their Addenda in the amounts listed in the Bid Proposal Form submitted by Contractor.

6. **Complete Understanding.** The Agreement Documents set forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

7. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

8. **Indemnification.** Contractor agrees to indemnify, hold harmless, and defend the Districts and the Boards, including, but not limited to, their individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the Districts, employee of Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or the provision of transportation services under this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates indicated below.

DISTRICT:
BOARD OF EDUCATION OF GLENVIEW
COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 34, COOK COUNTY

CONTRACTOR:

By: _____

By: _____

Its: Board President _____

Its: _____

Date: _____

Date: _____

ATTEST:

By: _____

Its: Board Secretary _____

Date: _____

DISTRICT:
BOARD OF EDUCATION OF GLENBROOK
HIGH SCHOOLS DISTRICT NO. 225,
COOK COUNTY

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____