

**BID FOR SPECIAL EDUCATION TRANSPORTATION SERVICES
LOCKPORT AREA SPECIAL EDUCATION COOPERATIVE AND
LOCKPORT TOWNSHIP HIGH SCHOOL DISTRICT 205**

TRANSPORTATION BID SPECIFICATIONS

The Board of Directors of Lockport Area Special Education Cooperative (“LASEC”) and the Board of Education of Lockport Township High School District 205 (“District 205”) are accepting sealed bids for Special Education Student Transportation Services beginning with the first day of student attendance in the 2020-2021 school year on behalf of District 205, LASEC, and LASEC’s Participating Member Districts (identified below). As used herein, the term “Cooperative/District(s)” shall mean LASEC, the Participating Member Districts, and/or District 205, as applicable.

The length of the contract will be two years (July 1, 2020 to June 30, 2022). Bids must be submitted on or before **Monday, March 23, 2020 at 9:00a.m.**, to LASEC, 1343 E. 7th Street, Lockport, IL 60441.

TRANSPORTATION BID

LASEC requests your quotation to provide transportation services for students with special needs in accordance with the following instructions and specifications.

INSTRUCTIONS AND REQUIREMENTS:

1. **FORMS:** Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the person signing the quotation.
2. **QUOTATIONS:** Bids must be signed with the firm name and by a responsible officer of the contractor. Such signatures are binding on the firm. Each proposal must be submitted on the prescribed bid form provided with these specifications, completed in detail and notarized. Each bid must be submitted in a sealed envelope, on the outside of which is written "Sealed Bid for Special Education Student Transportation Services." **Bids not following these specifications will be considered unresponsive and will be rejected.**
3. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by letter or in person prior to the time and date established for the opening of bids.
4. **PERIOD OF FIRM QUOTE:** All bids will be considered to be firm for the school years indicated and shall bind the bidder for at least 90 days from the date of the bid opening and until accepted or rejected by the Board of Directors of LASEC and the Board of Education of District 205.
5. **AWARD:** LASEC reserves the right to reject any or all proposals, if deemed to be in the best interest of LASEC or if proposals are considered irregular. The contract, if awarded, will be awarded based on the criteria set forth in *School Code* Section 10-20.21 (105 ILCS 5/10-20.21). Thus, the contract will be awarded first considering, in LASEC's sole discretion, the Bidder most able to provide safety and comfort for special needs students, stability of service, any other factors set forth in these Bid Documents regarding quality of service, and then price. Upon award of the bid by the Board of Directors of LASEC and the Board of Education of District 205, these bid specifications and the contractor’s bid submittal become the binding contract between LASEC, District 205, and the contractor (“the Contract”).

6. **RECEIVING OF BIDS:** Sealed bids must be received by the Executive Director of LASEC prior to **Monday, March 23, 2020 at 9:00a.m.** at 1343 E. 7th Street, Lockport, IL 60441. **Late bids will not be accepted.** The responsibility of delivering bids to the Executive Director of LASEC rests entirely with the bidder; delays resulting from postal handling or any other reasons are the responsibility of the bidder.
7. **BID OPENING:** Bids will be publicly opened at **9:01am on Monday, March 23, 2020** at LASEC's office, 1343 E. 7th Street, Lockport, Illinois 60441.
8. **INFORMATION THAT MAY BE REQUESTED:** The carrier will furnish, if requested by the Executive Director of LASEC, the following information: The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
9. **EXPERIENCE:** Contractors must have a **minimum of 5 years experience** in transporting special education students.
10. **INFORMATION TO BE SUBMITTED WITH EACH BID:**
 - a. Each bid must be accompanied with a pre-trip and post-trip inspection procedure to ensure that the school bus driver: (1) tests the two-way radio and ensures that it is functioning properly before the bus is operated, and (2) walks to the rear of the bus before leaving the bus at the end of each route, work shift, or work day, to check the bus for children or other passengers in the bus.
 - b. Each bid must be accompanied by a list of all school districts and special education cooperatives in Illinois for whom the bidder has served for the past five (5) years, including names, addresses and telephone numbers of the district/cooperative officials having direct knowledge of the carrier's expertise.
 - c. Each bid must be accompanied by the signed and notarized "Certifications" and "Representations" pages included in the bid packet.
 - d. Each bid must be accompanied by information regarding the contractor's legal status (corporation, LLC, partnership, etc.), registered agent (name and address), and officers (names and addresses).

INTERPRETATION AND ERRORS

In the event that questions should arise requiring interpretation of this document, such questions shall be referred to LASEC, whose decision shall be binding on all parties. **Any bids that do not strictly follow the bid specifications, particularly related to pricing, will be rejected as irregular.** Any interpretation of the bid specifications shall be made only by an addendum issued by LASEC. A copy of the addendum shall be mailed or otherwise delivered to each carrier receiving a set of bid specifications and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or

representations will not be binding. No advantage shall be taken by the contractor of manifest, clerical errors, or omissions in the Bid Specifications. The contractor is requested to notify LASEC immediately of any errors or omissions that may be encountered.

Interested bidders may contact the undersigned in person or by telephone in case of questions:

Dr. Hassan von Schlegell
Executive Director
1343 E. 7th Street
Lockport, IL 60441
815-838-8080

SCOPE

The successful contractor shall, during the period set forth, provide and maintain the required number of vehicles (school buses and vans) to transport conveniently and safely any and all students designated by the Cooperative/Districts to be served under the provisions of this proposal. Such transportation shall be provided for each and every day that school is in session, to and from each and every designated location in the morning and afternoon, as well as mid-day transportation needs (including between buildings, between separate districts and cooperatives, and any other mid-day needs), meeting special education transportation needs, and in accordance with transportation routes and schedules agreed upon by the parties.

The Cooperative/Districts reserve the right to revise or change any and all routes and the number of vehicles required to best suit their needs at any time before or during the school year. However, any changes or revisions to routes will be made in compliance with the Contract, bearing in mind that services are shared, and changes made may affect service to other participating entities (Cooperative/Districts). To that end, the Cooperative/Districts will work together to minimize changes that could negatively impact services to the other participating entities.

The Cooperative/Districts reserve the right to contract with other contractors for extra-curricular, charter, and other trips, in addition to the services provided by the Contract, if it meets their financial interests to do so. This would include school bus, motor coach, van, taxi, or other types of transportation needs.

The annual letter sent to the parents of eligible student riders will include the name and phone number of the contractor along with instructions that the contractor should be called if they have questions or need assistance. In addition, the schools will often refer calls to the contractor.

DESCRIPTION AND PURPOSE

1. To furnish pupil transportation for students with special needs on behalf of LASEC, District 205, and the participating LASEC member school districts (“Participating Member Districts”) listed below:
 - a. Chaney-Monge School District (District 88)
 - b. Fairmont School District (District 89)
 - c. Taft Elementary School District (District 90)
 - d. Milne-Kelvin Grove School District (District 91)

2. SCHEDULES: Starting and dismissal times will be provided at a later date, but they will conform to the times of the school building housing each program.
3. Bidders should note that although most students are transported within the territorial boundaries of the Cooperative/Districts, several students will also be transported to buildings and centers beyond the same, namely to the programs operated by other cooperatives and special needs programming and to private facilities generally located in the South Suburban Cook County, Will County and DuPage County areas.
4. Since attendance centers identify pupils in need of LASEC's services, and individual District needs will vary, and not be specifically determined until August 15th of each school year, bidders must judge their bids based upon an estimated number of students to be transported. This also holds true for individual classroom locations, which may change from year to year. The bidder will be solely responsible for gathering information from school and program sites as to anticipated drop off and pick up times based upon the student day at such sites. The bids submitted, however, shall apply to the 2020-2021 and 2021-2022 school years.

VEHICLES

1. Contractor shall maintain a full transportation facility including bus parking, garage, and maintenance capabilities, within ten miles of the District 205 boundaries, unless otherwise approved by LASEC and District 205. The contractor shall show evidence at the time of the bid of an adequate maintenance facility to provide prompt access to the Cooperative/Districts, and preventive maintenance and vehicle repairs to all buses and vans used in connection with the Contract at all times transportation service is provided. The bid should indicate the location where the buses and vans will be housed and maintained.
2. Contractor shall utilize during the term of the Contract, the same types of vehicles (buses and vans) as are appropriate for transporting special education students as determined by their IEPs and/or special individual needs. All vehicles must meet the State of Illinois specifications and Federal requirements at all times. Specific vehicles types may be discussed with LASEC's Executive Director when required to do so as to meet individual student needs. Vehicle types may be submitted for consideration when done so in written form requesting the same to the Executive Director of LASEC.
3. All vehicles may be inspected from time to time by the Executive Director of LASEC or his designee, with or without notice to the carrier, and the Executive Director may be accompanied by such other persons as the Executive Director deems appropriate. Semi-annual inspection certificates shall be presented to LASEC documenting the safety compliance of each vehicle with State standards and all other requirements. In addition, maintenance records on each vehicle shall be made available to the LASEC Executive Director or his/her designee upon demand.
4. The design of the vehicles and the proposed equipment for the vehicle shall at all times be subject to the approval of the Executive Director of LASEC or his/her designee.
5. Vehicles shall be equipped with seat belts as may be required by law. However, seat belts or suitable harnesses may be requested when deemed necessary by the LASEC Executive Director/District Superintendent at his/her sole discretion, at the contractor's cost. Vehicles

designed for transporting wheelchairs will be equipped with an appropriate lift mechanism and enough tie down devices as required by best practice regulations, for securing each wheelchair that is being transported. Other alternative devices or supports shall be provided when they are deemed necessary by those school personnel directly responsible for the students at the District's cost.

6. In vehicles which transport non-ambulatory students, severely involved students, or students with other special transportation needs (including students with behavior disorders or emotional disabilities), the interior of each vehicle shall be structured and reconfigured to accommodate these students safely. For wheelchair bound students, lifts, ramps and/or other devices suitable to LASEC or District 205 (as applicable) shall be provided as requested by LASEC's Executive Director/District Superintendent.
7. Vans or small bus-type vehicles, auxiliary heaters, and/or air conditioning shall be provided as requested and required by individual student needs. Additional devices may be required from time to time and reimbursed on a reasonable cost basis.
8. Contractor agrees to provide sufficient standby vehicles (a minimum of one standby vehicle for every ten vehicles scheduled for regular operation, or pro rata thereof, within each bid category) to ensure uninterrupted service in the event of mechanical breakdown of a vehicle. There must be a similar sized or larger capacity standby vehicle available. Wait time should not exceed twenty (20) minutes for any breakdown or accident. In the event of an accident, police action may prevent utilization of a vehicle within this timeline; however, the vehicle must still be available within this timeline.
9. All vehicles shall be clearly labeled with the name of said contractor providing student transportation.
10. All vehicles must be equipped with digital video and audio recording equipment and with GPS satellite tracking equipment. The recording equipment should have the capacity to provide a video and audio recording of events occurring on any vehicle upon request of the Cooperative/District.
11. Contractor shall replace its fleet so as to maintain an average fleet age of six years or less in any given year of the Contract. Vehicles will have a maximum life expectancy of 10 years.
12. All vehicles must be equipped with a two way radio system acceptable to LASEC but in no case shall the radio frequencies be below the 200 frequency level.
13. Electrical heating facilities will be maintained for the engines and garage facilities so that vehicles will be in operable condition during the winter season. All vehicles shall comply with State law with respect to heating requirements and inside temperature requirements.
14. All equipment furnished shall comply with all applicable statutes, vehicle specifications, and safety regulations, whether Federal, State or local. If any bus equipment owned by the contractor is placed out of service for any reason during the term of the Contract, it shall be replaced by the contractor without expense to the Cooperative/Districts and without claims for per diem adjustments or per trip compensation.
15. The contractor agrees that each morning before vehicles are placed into service the drivers for each vehicle shall inspect the same carefully for defects as required by law. Said inspection shall

provide a check list of those items required for the safety of each vehicle and all students assigned to said vehicle, as required by law and as may be further requested by LASEC or District 205. Contractor shall remedy any defects before using said vehicle to provide transportation for the Cooperative/Districts.

16. Should the Contractor fail to perform the agreed-upon services, in whole or in part, because of the mechanical failure of its equipment, or because of any other material breach of the terms of the Contract, the contractor shall receive no compensation for the day or days involved. Furthermore, if LASEC or District 205 must hire the services of others because of the contractor's failure to provide services under the Contract, LASEC or District 205 shall be allowed to charge the contractor for such reasonable additional cost as may be incurred.
17. Contractor shall keep all equipment used in the transportation of students in strict accordance with all applicable standards, including, for school buses, the State of Illinois Standards for School Buses, and such equipment shall be maintained in good mechanical order at all times to pass the State school bus inspection. The contractor shall keep vehicles in a clean and sanitary condition and open to examination by LASEC and District 205 at all times.
18. The contractor shall keep enough stand-by equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns.

SERVICE CONDITIONS

1. Routes shall be designed to provide transportation riding time which shall normally not exceed one hour (60 minutes) during a one-way ride, except when route and/or school assignments are outside normal Cooperative/District assignments.
2. Routing is to be performed by the contractor with the full cooperation and consent of the LASEC Executive Director/District 205 Superintendent.
3. The contractor will make routing or scheduling changes as indicated by the LASEC Executive Director (or his designee) or District within three (3) working days after written notice is received.
4. Scheduling of arrivals and departures of the bus from the various school locations shall conform to school calendars and timetables.
5. The contractor shall be responsible for informing all parents of scheduled home pickups and return times, and shall maintain a consistent schedule.
6. The contractor shall arrange the routing so as not to inter-mix LASEC or District 205 students with those of other school programs or contracts, unless permitted by LASEC's Executive Director (or his designee) or District 205's Superintendent.
7. Students shall be picked up and delivered immediately in front of or as near as possible to their home or residence and shall be dropped off and picked up at school in like manner.
8. No unauthorized persons shall be allowed in any vehicle while engaged in transporting students; however, the Cooperative/District reserves the right to have an authorized representative ride on

any bus, on any contracted route, without prior notice to the carrier. Drivers will not be allowed to bring their children on their runs.

9. The contractor understands that some of the students to be transported suffer from behavioral disorders and will present discipline problems. The Districts have statutory obligations to provide transportation for all students, regardless of their behavior. The contractor will undertake to transport all students taking into consideration that some of the students may not meet the expectations of acceptable conduct for the typical student. No student can be refused transportation due to discipline or conduct problems. The student's conduct shall be brought to the appropriate school official who shall determine what (if any) disciplinary action is required. Severe conduct problems may require the assistance of an aide for the route involved, and any such requirement may be suggested by the contractor, subject to the written approval of the District.
10. No student will be transferred from one vehicle to another vehicle while en route to or from school without the expressed permission of the District.
11. Services for each student must be provided in accordance with the student's individualized education program (IEP).
12. If the contractor becomes aware of a problem with any aspect of the services (whether through a parent complaint, student report, contractor discovery, or otherwise), the contractor will notify the Cooperative/District of the issue as soon as possible.
13. In the event that a vehicle accident occurs while student(s) are being transported, the contractor shall immediately provide notice of the accident to the Cooperative/District.
14. The contractor shall comply with all applicable federal, State, and local laws, rules, regulations, and ordinances relating to the services to be provided by the contractor pursuant to the Contract.

ROUTE SCHEDULING STRUCTURE

1. Prior to the beginning of each school year (typically early August) the Cooperative/Districts will provide the contractor with a list of all students to be transported, including (for each student) name, address, phone number, program classification, description of special equipment necessary for safe transportation, school attending, arrival and dismissal times at the school, and the school's calendar. However, deviations in schedules may occur from time to time and should be anticipated by the contractor.
2. Subsequent to the providing of this list, information on students to be added to or dropped from the transportation list shall be provided to said contractor by the Cooperative/Districts in separate written communications.
3. Any change requested by the Cooperative/Districts concerning the addition or deletion of a student or a change in pickup or drop off locations are to be effectuated within three (3) working days after a written request is received by the contractor.
4. Prior to the opening of each attendance center, the contractor shall provide the Cooperative/Districts a tentative schedule for each bus assigned to that center.

5. The contractor shall have its transportation routes firmly established by September 15 of each year of the Contract and shall provide route information to the Cooperative/Districts no later than that date. The contractor shall notify the Cooperative/Districts within three (3) working days of any change in routes.
6. Subsequent to the delivery of the aforementioned route list, the contractor will inform the Cooperative/Districts in writing of any change in the September 15th route list.
7. The LASEC Executive Director shall designate a person on his staff to be responsible for direct communication between LASEC and the contractor. All communication concerning services under the Contract is to be directed to this person.
8. Changes in pick up and/or drop off location for any student shall only occur after written approval is received from LASEC.
9. On forms furnished by the LASEC business office, the contractor shall provide LASEC by September 15th of each year of the Contract with the following information concerning each route:
 - a. Name of driver
 - b. Name of attendants, where applicable
 - c. Bus number and route number
 - d. List of Students scheduled to ride that vehicle
 - e. Scheduled pick up and arrival times
 - f. Scheduled departure times
 - g. Student's attendance center
 - h. Other information deemed necessary by the LASEC Executive Director.

POLICY DEVELOPMENT

The contractor and LASEC shall develop mutually agreeable procedures to address the following:

1. Emergencies and accidents
2. Pupil safety and discipline
3. Billing
4. Communications with all involved parties

PUPIL SAFETY AND DISCIPLINE

1. It is the responsibility of the driver to maintain safety and discipline on the vehicle. Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operations of vehicles as outlined by the Illinois State Board of Education, Cooperative/District policies and procedures, and all applicable laws, rules, and regulations.
2. Final authority on behavior and discipline issues shall rest with the Cooperative/Districts.
3. While transporting students, drivers shall not leave the vehicle unattended, except as required by an emergency situation.

4. Corporal punishment may never be used by a driver or other employees of the contractor.
5. The contractor will work with LASEC on conducting annual bus evacuation drills as required by the State of Illinois, and the contractor will maintain appropriate records relating to the drills.
6. At drop-off, students with special needs cannot be left alone without written parent permission. Unless authorized in writing otherwise, students must be released to a parent or another designated responsible adult. The contractor and the Cooperative/Districts will develop mutually agreed-upon procedures for addressing situations in which an adult is not present at home to receive the student.

PERSONNEL

1. The contractor shall be highly selective in the hiring of drivers and attendants. They shall be persons of ability, character, integrity and fitness and who are acceptable to the Cooperative/Districts.
2. The Cooperative/Districts reserve the right to require that any driver, attendant or other personnel be removed from any Cooperative/District route, as determined to be warranted by the Cooperative/District in its sole discretion. The Cooperative/District shall notify the contractor in writing of the directive to remove the employee.
3. All drivers must participate in an orientation session scheduled and conducted on an annual basis by LASEC and shall attend whatever institutes, classes, or seminars that are required or recommended by the Illinois State Board of Education.
4. Employees of the contractor shall not be regarded as employees or agents of LASEC or any District.
5. The contractor shall maintain on its payroll substitute drivers in a number sufficient to ensure coverage in the event of driver absences.
6. The contractor will be responsible for providing training to vehicle drivers and aides, regarding behavior management for students with disabilities and other issues relating to transportation of students with special needs.
7. The contractor will be responsible for employee discipline and employee training on appropriate employee behavior and conduct. Included among the minimum standards for behavior and conduct for all employees working under the Contract are the following specific requirements:
 - a. Employees should avoid excessive attention to a particular student or students, in order to avoid the appearance of impropriety.
 - b. Employees should limit all verbal communication and physical contact with a student to that which is appropriate to the age and maturity of the student.
 - c. Social interaction between employees and students should be avoided when the parents or guardians of the students are not present.
 - d. Sexual harassment is not tolerated. No employee is to engage in any form of sexual harassment, including but not limited to making sexual advances, requesting sexual favors or otherwise engaging in verbal or physical conduct of a sexual nature with a Cooperative/District student or adult. Any employee receiving a complaint of sexual

harassment from any student about another employee will inform his/her supervisor and the Cooperative/District of the complaint as soon as is practical, but no later than the next school day.

INSURANCE REQUIREMENTS

1. The contractor shall purchase, pay for, and keep in force such comprehensive general liability and property damage insurance, as well as automobile liability insurance policies acceptable to LASEC and District 205, as shall adequately insure the contractor and the Cooperative/Districts and their governing Boards, Board members, officers, employees, and agents against loss, in the following minimum coverage limits:
 - A. Comprehensive General Liability
 - \$5,000,000 per occurrence / \$10,000,000 general aggregate
 - \$1,000,000 personal injury and advertising injury liability
 - \$500,000 fire legal liability
 - \$50,000 medical payments
 - \$1,000,000 sexual abuse/molestation coverage
 - B. Automobile
 - \$5,000,000 combined single limit bodily injury liability and property damage liability
 - \$1,000,000 hired/non-owned liability
 - \$1,000,000 uninsured/underinsured liability limit
 - \$50,000 medical payments
 - C. Workers' Compensation
 - Statutory limits for Illinois
 - Employer's liability:
 - \$1,000,000 each accident
 - \$1,000,000 disease - policy limit
 - \$1,000,000 disease - each employee
 - D. Umbrella Liability - \$10,000,000
2. The insurance carrier(s) shall be subject to the approval of LASEC and District 205.
3. Upon award of the Contract, the contractor shall provide LASEC and District 205 with a Certificate of Insurance naming the Cooperative/Districts as primary and noncontributory additional insureds under the general liability, automobile, and umbrella liability policies. The Certificate shall name the following as additional insureds without regard to other insurance maintained by the Cooperative/Districts:
 - a. Lockport Area Special Education Cooperative and its Board of Directors, Board members, officers, employees, and agents; and
 - b. Lockport Township High School District 205 and its Board of Education, Board members, officers, employees, and agents; and
 - c. Chaney-Monge School District 88, Fairmont School District 89, Taft Elementary School District 90, Milne-Kelvin Grove School District 91, and their respective Boards of Education, Board members, officers, employees, and agents.

4. The Certificate of Insurance shall provide for 30 days' written notice to LASEC and District 205 prior to any material change or cancellation.
5. Insurance shall include contractual coverage for the contractor's indemnification obligations set forth in the following section.

INDEMNIFICATION

For purposes of the following paragraph, the term "Indemnitees" means all of the following:

- a. LASEC: Lockport Area Special Education Cooperative and its Board of Directors, Board members, officers, employees, and agents.
- b. District 205: Lockport Township High School District 205 and its Board of Education, Board members, officers, employees, and agents.
- c. Participating Member Districts: Chaney-Monge School District 88, Fairmont School District 89, Taft Elementary School District 90, Milne-Kelvin Grove School District 91, and their respective Boards of Education, Board members, officers, employees, and agents.

The contractor agrees to indemnify, defend, and hold harmless the Indemnitees against and from all suits, actions, claims, demands, damages, liabilities, losses, costs, expenses and attorney's fees, in any manner caused by, arising from, or incident to the transportation services provided by the contractor, the performance of the Contract, or any other acts or omissions of the contractor or its officers, employees, or agents.

BID AND PERFORMANCE BONDS

Each bidder at the time of bid submission shall provide a bid bond or bid security (in the form of a certified check) of 10% of the total bid price. Failure to supply a bid bond or bid security at the time of bid submission will automatically disqualify the bidder.

LASEC and District 205 may require the successful contractor to obtain a performance bond in an amount equal to one hundred percent (100%) of the amount of the Contract. Any such performance bond shall be carried with a bond company rated A+ by Best rating and licensed to do business in the State of Illinois. There will be no charge to LASEC for the cost of the performance bond. However, in addition to submitting a bid including the performance bond requirement, contractors may choose to submit an alternate bid with no performance bond required.

COSTS AND BILLING

1. During the term of the Contract, the contractor shall submit billing identifying the individual students for each School District, based on mileage distance on a daily, monthly and yearly basis, in a format that provides for complete State of Illinois reimbursement. Pricing shall be as follows:
 - a. **Class One:** Charge per pupil per day for a round trip that is within the student's resident district or, in the case of the high school district, for a round trip within the student's normal attendance center area.

(Note: all following classes, 2 through 6, refer to out of district transportation, or in the case of high school district, to transportation outside the normal attendance center area).

- b. **Class Two:** Charge per pupil per day for a round trip of up to and including 10 miles.
 - c. **Class Three:** Charge per pupil per day for a round trip of over 10 miles and up to and including 20 miles.
 - d. **Class Four:** Charge per pupil per day for a round trip of over 20 miles and up to and including 30 miles.
 - e. **Class Five:** Charge per pupil per day for roundtrips of over 30 miles and up to and including 45 miles.
 - f. **Class Six:** Rate per bus for a round trip in excess of 45 miles. Driver and attendant (if an attendant is required) time at cost plus total miles at the following rates per mile plus the following percentage of total of the driver and attendant and mileage cost combined.
 - g. **Field Trips:** When requested by LASEC between 9:30 AM and 1:00 PM, the rate charged for said Field Trip.
 - h. **Attendants:** Rate the contractor will charge for an attendant on a per day basis (definition of a per day is up to three hours of service in the AM and three hours of service in the PM).
 - i. **Misc. Charges:**
 - Wheelchair charges per day per wheelchair
 - Early Dismissal charges per bus per day
 - Minimum Noon route Charge
 - Requested return for students who missed their bus
 - Second adding of student after 9/15
2. All prices for Classes One through Five are to be per pupil per day according to the distance from home to school. Distance from home to school shall be computed by taking a theoretical route directly east or west from the child's home to a point which rests on the longitudinal line of the attendance center and then proceeding due north or south along that line to the location of the attendance center. Price per pupil per day shall be computed based upon each student's enrollment in the transportation service on scheduled routes. LASEC and District 205 shall notify the contractor of pupils enrolled and changes for routes which information shall be binding upon the contractor.
 3. **Invoicing:** Invoicing shall be done by the contractor to the applicable School District (District 205 or the appropriate Participating Member District). These invoices shall be sent directly to the School Districts for payment. Any corrections found by LASEC or the School Districts will be posted on the following month's billings. Invoicing will be based on the following:

- a. Given five (5) days prior notice regarding a planned student absence, the contractor will not assess charges for these absences.
- b. Without such notice, the contractor may continue to assess charges for an absent student until the student accumulates a maximum of ten (10) consecutive days of absence at which time charges will be suspended until the contractor receives notification that the student has returned to the transportation schedule.
- c. The contractor will cease assessing charges immediately on the date the Cooperative/District provides notification to the contractor to drop a student from transportation or place a student on a transportation hold due to changes in enrollment or attendance status.

A day of service for a daily trip is defined as a one way or round trip move for a given student.

Invoices shall be submitted to the School Districts by the twentieth (20th) day of the same month to be presented for approval at the next regularly scheduled Board of Education meeting. Invoices shall list each student transported by district or residence, and shall include by student, the number of days transported, the rate for such transportation, and the placement school. Any other charges for Special Movements, Field Trips, etc., should be separately and clearly listed for each student. A total charge, including the base or vehicular mileage rates and special charges for each student should be listed, as well as a total charge with daily and total reimbursement mileage for each School District. Invoices will be paid in accordance with the Illinois Local Government Prompt Payment Act.

4. The contractor shall purchase all fuel necessary for the operation of the contractor's vehicles within the scope of this service.

INFORMATION REQUIREMENTS

1. The following information for all drivers under employment by the contractor shall be provided to LASEC and District 205 upon request:
 - a. Name - first, middle and last
 - b. Valid permit number
 - c. Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion
 - d. Health certification and date issued
 - e. Driver's license number and date of expiration
 - f. Evidence of freedom from tuberculosis will be required if required by State regulations
 - g. Proof of age
 - h. Results of fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, in accordance with 105 ILCS 5/10-21.9.
2. The following information for all attendants employed by the contractor shall be provided upon request:
 - a. Name - first, middle and last
 - b. Evidence of freedom from tuberculosis will be required if required by State regulations.
 - c. Proof of age
 - d. Health certificate and date issued

- e. Results of fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, in accordance with 105 ILCS 5/10-21.9.
3. Prior to the beginning of the Contract, the contractor shall provide LASEC and District 205 with the following information on all vehicles to be used in the transportation of students:
 - a. Make, model, year and serial number
 - b. State license number, municipal vehicle sticker number, and safety inspection sticker number.
 - c. number.
 - d. Capacity of vehicle
 - e. Special alteration made in the vehicle to accommodate special needs students.
 - f. Ownership of vehicles
 4. Subsequent to the initial report for (3) above, the contractor shall provide the same information on any newly acquired vehicles and shall update the information on state licenses, municipal vehicles stickers and safety inspection stickers whenever this information changes.

MISCELLANEOUS

1. During the term of the Contract, the contractor will adhere to all policies, rules, laws and regulations of federal, state and local government pertaining to equal employment and non-discrimination in employment practices. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, or any other characteristic protected by law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
2. The contractor acknowledges that it is solely an independent contractor hired by LASEC and District 205 and for no purpose is it to be considered an agent, employee, or official of LASEC or District 205. Employees of the contractor shall not in any case be considered or regarded as employees or agents of LASEC or District 205.
3. During the term of the Contract, vehicles used in transporting students and the drivers of said vehicles shall comply with all applicable requirements of local, State and federal laws, rules, regulations, and ordinances.
4. In severe weather conditions, the Cooperative/Districts will make the decision with respect to the transportation of students and will inform the contractor and appropriate radio stations of this decision by 5 AM of each school day in question.
5. The contractor may not assign the Contract without the prior written consent of LASEC and District 205.
6. The contractor shall keep accurate records of miles driven, number of students transported, and any other information required by the Cooperative/Districts to substantiate State Aid claims for

transportation, and such information shall be submitted to the Cooperative/Districts on a monthly basis.

7. The Contract represents the complete understanding of the parties and may not be changed modified, altered or terminated by any party unless said change, modification, alteration or termination is reduced to writing and signed by all parties.
8. The Contract shall be governed by and construed in accordance with the laws of the State of Illinois; provided, however, that the conflicts of laws principles of the State of Illinois shall not apply to the extent they would operate to apply the laws of another state.
9. The language of all parts of these bid specifications shall be construed as a whole, according to its fair meaning, and not strictly for or against any party.
10. Should the contractor fail to make any trip scheduled by the Cooperative/Districts, the Contractor shall not be entitled to charge for the same and shall not be entitled to compensation therefore.
11. Should the contractor be more than one half hour late in picking up the first student of any run or more than one half hour late in picking up students at school programs for delivery home, the Contractor shall forfeit fifty percent of the total compensation that it would be entitled to receive for said run. The aforementioned penalty shall not apply when in the opinion of the Cooperative/District the late arrival is caused by weather conditions, road conditions, civil disturbances, the School District or LASEC.
12. Upon acceptance of the contractor's bid by the Board of Directors of LASEC and the Board of Education of District 205, these bid specifications and the contractor's bid submittal shall constitute the Contract between the parties. To the extent that any provision of the contractor's bid submittal conflicts with any provision of these specifications, the provisions of these specifications shall control.
13. The term of the Contract shall be two years, from July 1, 2020 to June 30, 2022, unless sooner terminated as provided herein. LASEC and District 205 may terminate the Contract for any reason by providing sixty (60) days' prior written notice to the contractor.
14. In the event of any default or other breach of the Contract by the contractor, LASEC or District 205 shall provide written notice by certified mail to the Contractor of the acts or omissions that constitute the default or breach. If the contractor fails to remedy said breach within thirty (30) days after receipt of the notice, LASEC and District 205 may terminate the Contract immediately upon the expiration of the 30-day period.

BID REPLY FORMS

MISCELLANEOUS CHARGES

BASED BID WITH PERFORMANCE BOND REQUIREMENT

| Charges | 2020-2021 | 2021-2022 |
|---|-------------------|-------------------|
| Attendants | \$ Per day | \$ Per day |
| Field Trips | \$ Hourly rate | \$ Hourly rate |
| Early Dismissals | \$ Per day | \$ Per day |
| Noon Routes Minimum surcharge | \$ Per day | \$ Per day |
| Requested second return for students missed | \$ Per occurrence | \$ Per occurrence |
| Wheelchair | \$ Per day | \$ Per day |
| Minimum Daily charge per bus per day | | |

State of _____

SEAL

County of _____

Signed and sworn to before me this _____ day of _____, 2019

My commission expires: _____

Notary Public Signature

MISCELLANEOUS CHARGES

**ALTERNATE BID NO. 1
WITHOUT PERFORMANCE BOND REQUIREMENT**

| Charges | 2020-2021 | 2021-2022 |
|---|-------------------|-------------------|
| Attendants | \$ Per day | \$ Per day |
| Field Trips | \$ Hourly rate | \$ Hourly rate |
| Early Dismissals | \$ Per day | \$ Per day |
| Noon Routes Minimum surcharge | \$ Per day | \$ Per day |
| Requested second return for students missed | \$ Per occurrence | \$ Per occurrence |
| Wheelchair | \$ Per day | \$ Per day |
| Minimum Daily charge per bus per day | | |

State of _____

SEAL

County of _____

Signed and sworn to before me this _____ day of _____, 2019

My commission expires: _____

Notary Public Signature

(To be completed after the award of the contract)

The Contract may not be modified in any manner unless it is presented in writing and is signed by all parties. The bid specifications and the contractor's bid submittal constitute the entire agreement between the parties. The Contract binds and benefits all parties and any and all successors.

CONTRACTOR: LASEC
By: _____ By: _____
Title _____ Attest: _____
Secretary: Board of Directors
Date: _____ Date: _____

District 205
By: _____
Attest: _____
Secretary: Board of Education
Date: _____

CERTIFICATIONS AND REPRESENTATIONS OF THE CONTRACTOR

CERTIFICATIONS

1. BID-RIGGING AND BID-ROTATION

Pursuant to Section 33E-11 of the Illinois *Criminal Code* (720 ILCS 5/33E-11), the Contractor hereby certifies that the Contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 (Bid Rigging) or 33E-4 (Bid Rotating) of the *Criminal Code*.

2. NON-COLLUSION AFFIDAVIT

The undersigned states that neither the Contractor nor any member, representative, or agent of the Contractor (including the undersigned), entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, or to prevent any person from bidding or to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

3. SEXUAL HARASSMENT CLAUSE

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 complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

4. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The undersigned hereby certifies that the Contractor is in compliance with all applicable federal, State, and local laws and regulations relating to equal employment opportunity and nondiscrimination.

5. CRIMINAL BACKGROUND INVESTIGATION

Contractor is in compliance with *School Code* Section 10-21.9 (105 ILCS 5/10-21.9) relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, for all employees who will have direct, daily contact with students.

6. ILLINOIS DRUG FREE WORKPLACE ACT

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

7. NO SMOKING CLAUSE

Contractor agrees that Contractor, its employees and sub-contractors, will abide by a no smoking requirement on all Cooperative/District property.

By signing and notarizing this document, I state and declare that the Contractor listed below and I are in compliance, and will comply, will all of the Certifications listed herein.

Signature

Date

Print Name of Signer and Title

Contractor Name

Address

Phone

State of _____

SEAL

County of _____

Signed and sworn to before me this _____ day of _____, 2019

My commission expires: _____

Notary Public Signature

REPRESENTATIONS OF THE CONTRACTOR

The Contractor, with the submission of its bid, represents to LASEC and District 205 that the following facts and circumstances are true:

1. The Contractor knows the scope of the Contract, has completely reviewed the general and specific conditions and requirements of the Bid Specification, and is aware of all applicable laws and their requirements.
2. The Contractor has the necessary equipment and personnel (including backups), or has documented financial ability and means to acquire the same, sufficient to adequately and properly perform the Contract in accordance with the Bid Specifications and applicable laws.
3. The Contractor acknowledges that the Cooperative/Districts cannot determine in advance the exact number and location of students to be transported pursuant to the Contract since school enrollment and placements fluctuate from year to year.
4. The Contractor acknowledges that this bid was based upon an estimate of the number of students and their location and that the actual list of the students to be transported will be provided by the Cooperative/Districts no later than the second week in July.
5. The Contractor has been a prime carrier of students for various Boards of Education and/or Cooperatives.
6. The remaining representations set forth in the Contractor's resume submitted with the Contractor's bid are incorporated herein as though set forth in full.
7. The Contractor has provided current audited financial statements if requested to do so.
8. The Contractor represents and covenants that no official, employee or agent of the Cooperative/Districts has been employed or retained to solicit or aid in the procuring of the Contract, or will be employed or otherwise benefit from the Contractor.
9. The Contractor certifies that all of its employees who have or will have contact with students have had, pursuant to the School Code, an Illinois fingerprint-based criminal history records checks and checks of the Statewide databases, and have achieved satisfactory results on said checks.

Signature

Date

Firm

ATTACHMENTS

LIST OF DISTRICTS AND ATTENDANCE CENTERS WITH APPLICABLE INFORMATION

CURRENT AM & PM ROUTES

CURRENT CONTRACT INFORMATION (Misc. Information, Current Contract Pricing, District Calendars, Building Arrival/Dismissal Times, ESY Information)

CURRENT BILLING

LIST OF DISTRICTS AND ATTENDANCE CENTERS WITH APPLICABLE INFORMATION

Chaney-Monge School District 88

400 Elsie Avenue

Crest Hill, IL 60435

Phone: (815) 722-6673, Fax: (815) 722-7814

Fairmont School District 89

741 Green Garden Place

Lockport, IL 60441

Phone: (815) 726-6318, Fax: (815) 726-6157

Taft Elementary School District 90

1605 Washington Street

Lockport, IL 60441

Phone: (815) 838-0408, Fax: (815) 838-5046

Milne-Kelvin Grove School District 91

808 Adams Street

Lockport, IL 60441

Phone: (815) 838-0737, Fax: (815) 834-4339

Lockport Township High School District 205

1323 East Seventh Street

Lockport, IL 60441

Phone: (815) 588-8100, Fax: (815) 588-8119