

REQUEST FOR PROPOSAL

Student Transportation Services



Proposal Due Date:

February 5, 2019 at 4:00 PM

Villa Grove Community Unit School District # 302

Attn: Superintendent Norm Tracy

400 N. Sycamore

Villa Grove, Il 61956

Email: ntracy@vg302.org

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I. Invitation

The Villa Grove Community Unit School District # 302 (hereinafter referred to as "District") cordially invites you to submit a proposal for consideration in the selection of a student transportation service.

The service shall include providing full-service student transportation. The service will include the vehicles, cameras, radio communication, facility, vehicle repairs, insurance, routing, parent contact, transportation management, drivers, attendants, mechanics, management staff, training, continuing education and certifications necessary to provide the District's transportation.

The District desires to provide transportation services for designated students to and from school and on various athletic, activity and field trips under the statutes and regulations of the State of Illinois and the policies of the Board of Education.

It is anticipated a contract will be awarded for these services to commence with the school year beginning in August of 2019 for three years, ending at the conclusion of the 2022 school year. The District will have the option of extending the contract at their sole discretion. Interested contractors should submit detailed costs proposals for the 2019-2020, 2020-2021 and 2021-2022 school years.

In order for the proposal to be considered it must be signed and submitted in the manner described herein, along with four (4) copies, in a sealed envelope, to Mr. Norm Tracy by 4:00 PM (CST) on February 5, 2019 at the Villa Grove Community Unit School District, 400 N. Sycamore, Villa Grove, IL 61956. **Emailed proposals will not be accepted.**

The District is interested only in those transportation providers who maintain the highest quality image and provide the highest quality of service. While cost is of importance, proposing the lowest price will

not assure award of the contract. The District demands safe, reliable, on-time and efficient service. All proposals will be carefully reviewed to ensure that such requirements will be met.

The District reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The District further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the contractor(s) submitting the lowest responsible proposal. The District reserves the right to request additional information from any or all contractors.

The District reserves the right to negotiate with the Contractor(s) concerning their proposals. The final contract terms will be negotiated with the Contractor whose proposal is deemed most advantageous by the District.

Contractor must submit a list of current contracts for transportation of students, including addresses and telephone numbers of the school district officials who administer the contracts, to ascertain degree of satisfaction with service rendered by applicant. The customer list may be limited to those customers served within a seventy-five mile radius of Villa Grove, Illinois.

II. Background Information

The Villa Grove Community Unit School District No. 302 ("District") is a public school district located in northern Douglas County, in East-Central Illinois. The student enrollment for the 2018-2019 school year is 660. The District's current disbursement per student for the 2017-2018 school year was \$9,677.97.

The District employs 3 administrators, 48 teachers and 36 full and part-time support personnel. The District is governed by a seven (7) member Board of Education, elected in staggered four-year terms.

The District provides a comprehensive educational system from Early Childhood through grade twelve. The elementary, junior high and high school are all encompassed in one building, located on a busy highway on the north side of Villa Grove, Illinois. The District partners with Eastern Illinois Area Special Education (EIASE) to provide special education services. This partnership requires students to be transported to Arcola, Humboldt and Mattoon for services.

The District is in an athletic cooperative agreement with Heritage High School. This agreement requires Villa Grove athletes be transported to Broadlands, Illinois for the following sports: Boys' basketball, basketball cheerleaders and baseball. The District provides daily in-season shuttles for practice and transports athletes to Heritage High School on game days. The Heritage school district provides the necessary transportation to away games.

The District currently operates 176 days throughout the year. The District dismisses early approximately 10 days throughout the school year. The District reserves the right to cancel, lengthen or shorten any school day. Below are the starting and dismissal times for the normal school day during the 2018-2019 school year. Buses are required to arrive at the school at least fifteen (15) minutes prior to start time and ten (10) minutes prior to dismissal time.

| <u>Grade</u> | <u>Start Time</u> | <u>Dismissal Time</u> |
|----------------------|--------------------------|------------------------------|
| Early Childhood (AM) | 8:15 AM | 10:45 AM |
| Early Childhood (PM) | 12:00 PM | 2:30 PM |
| K-6 | 8:15 AM | 3:02 PM |
| 7-12 | 8:15 AM | 3:15 PM |

III. Existing Transportation Program

The District currently leases buses from Midwest Transit Equipment, Inc. based in Kankakee, Illinois. The District's current lease agreement will expire at the end of the 2018-2019 school year.

The fleet of the District's current leased vehicles consists of the following.

| Quantity | Type |
|-----------------|--|
| 4 | 72 Passenger Bus |
| 2 | 72 Passenger Bus with storage underneath |
| 2 | 40 passenger Wheelchair accessible bus |
| 2 | 14 Passenger bus |

The District owns one wheelchair accessible bus that is currently used as a spare. Should a contract be awarded to an independent contractor, the District intends to sell this bus to an interested party.

The District currently employs six certified bus drivers and two bus aides. On January 11, 2018 the International Brotherhood of Teamsters, Local 26 became the exclusive bargaining agent for these 8 employees and the District entered into a one-year Collective Bargaining Agreement for the 2018-2019 school year. A copy of the current Collective Bargaining Agreement is attached as Attachment "C". Any contract awarded will be subject to the rights and responsibilities required by the Illinois Educational Labor Relations Act, 115 ILCS 5/1 *et seq.*

Bus aides may be required on all Early Childhood and Special Education bus routes and may be required on regular education routes for discipline purposes as needed.

Per Illinois Compiled Statute, 105 ILCS 5/10-22.34c, the District requires that each of these employees be employed by contractor, at their current rate of pay and a comparable benefits package, unless contractor can provide just cause to District why an employee should not be retained by contractor. Rates of pay for future employed drivers and aides shall be determined by the contractor.

| Employee | Employed Since | Hourly Rate | Hours per day |
|------------------|-----------------------|--------------------|----------------------|
| Bus Driver "A" | August 1992 | \$22.55 | 3.5 |
| Bus Driver "B" | August 2001 | \$22.55 | 6.5 |
| Bus Driver "C" * | April 2007 | \$22.55 | 3.75 |
| Bus Driver "D" | August 2011 | \$22.55 | 3.75 |
| Bus Driver "E" | September 2016 | \$18.45 | 3.5 |
| Bus Driver "F" | November 2018 | \$18.45 | 3.75 |
| Bus Aide "A" | October 2007 | \$12.30 | 3.0 |
| Bus Aide "B" | January 2018 | \$11.28 | 6.5 |

*Bus Driver "C" is currently on an extended medical leave of absence. It is unknown if driver will return to work. Route is being covered by substitute driver.

Additional Benefits:

- Sick Leave – 5 or 10 Days per year, depending on number of hours worked per year.
- Bereavement Leave – 3 Days per year.
- Personal Leave – 3 of the allotted sick days may be taken as personal leave per year.
- Drivers and aides are paid a two (2) hour minimum on routes as outlined in Article 29 of the Collective Bargaining Agreement.

The District currently operates the following bus routes:

- Regular Education: Four (4) routes run twice per day
- Early Childhood: Early Childhood has a morning and afternoon class. The bus runs three times per day (morning, noon, afternoon) transporting these students.

- Special Education: The District operates one (1) special education route that operates two times per day.

The following information is from the 2017-2018 transportation claim, which is included in the packet as Attachment "A"

| Description | 2017-2018 | 2016-2017 |
|---|------------------|------------------|
| Student Attendance Days | 175 | 174 |
| Regular Ed Students residing 1.5 miles or more from school | 192 | 191 |
| Regular Ed Students residing less than 1.5 miles w/ serious safety hazard | 123 | 131 |
| Non-Public Students | 0 | 0 |
| Vocational Students | 0 | 0 |
| Special Education Students | 30 | 23 |
| | | |
| Regular Route Miles | 43,023 | 41,223 |
| Curriculum Related Field Trip Miles | 2,737 | 2,229 |
| Special Education Miles | 31,437 | 31,955 |
| Non-Reimbursable Pre-Kindergarten Miles | 21,525 | 22,749 |
| Athletic Trips (Full Size Bus) | 14,186 | 18,671 |
| Athletic Trips (Activity Bus) | 9,109 | 7,810 |

IV. GENERAL CONDITIONS

- 1) **SCOPE:** Successful Contractor shall during the period set forth, provide and maintain such school bus transportation as may be required to transport conveniently and safely, any and all students or other personnel designated by the District to be transported. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted by Contractor to District and approved by District. The District reserves the right to revise or change any and all routes and the number of buses required there under to best suit its needs at any time before or during the school year. All such revision shall be deemed an ordinary part of this contract.

Contractor shall also provide transportation services for field trips, athletic events and practices and any other purpose as required by the District.

The Contractor agrees that it will allow no person, other than students, supervisors of the Bus Company, drivers in training, and authorized school District employees or volunteers to ride the bus without the written consent of proper school officials.

- 2) **EQUIPMENT:** Successful Contractor shall provide sufficient buses of the various types and capacities required to enable it to meet the daily transportation needs of the District.

Contractor shall keep all equipment used in 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 the Illinois Department of Transportation, as well as all federal and local laws. All equipment shall be maintained in sound mechanical condition at all times to pass the required State School Bus Inspections. Buses shall be kept in a clean and sanitary condition. All equipment must be open to

examination by authorized District personnel during normal working hours. All vehicles must have inspections in accordance with legal requirements. Any vehicle that is not in compliance with inspection requirements shall not be used. Standby vehicles shall meet the same standards as regular route vehicles.

Contractor shall provide and keep in its employ a sufficient number of mechanics and other employees to keep the school buses operated by the Contractor in such a condition as to prevent any interruption in its service of providing transportation of pupils for the District.

Contractor shall, in connection with safely transporting special education students of the District, provide wheelchair buses equipped with power lifts and adjustable safety locks and seat retainer for transporting wheelchair students and such other students as may be requested or required by the District. A seat belt or harness shall also be provided for certain special education students as required by the District. All special education buses should be equipped with air conditioning that transport students to Arcola, Humboldt, and Mattoon and/or determined by medical needs of the student(s).

The Contractor shall ensure that a minimum of four video cameras are installed and operational in each of buses used to fulfill the contract. The four video cameras shall be installed in the following configuration: One camera in the front of the bus pointed toward the rear of the bus; one camera in the rear of the bus pointed toward the front of the bus; one camera pointed at the entry door and one camera pointed out the front window of the bus. The Contractor shall make available video footage from the buses at the request of District personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the District.

All buses shall be equipped with a complete two-way radio system in good working order. Contractor shall provide and maintain a sufficient quantity of backup radios to ensure that buses never operate in violation of this provision. The equipment shall have as a minimum a sixty-watt business band FM radio system. Drivers will maintain constant radio contact with Contractor's central dispatch. Contractor will ensure drivers have access to a cellular phone for emergency use on any athletic or field trip exceeding a 50-mile radius of Villa Grove.

Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns. Standby vehicles shall meet the same standards as regular route vehicles. A minimum of one standby vehicle plus one standby wheelchair bus shall be available to the District in the event of breakdown or activity trips. Contractor is required to have sufficient spare vehicles located at such a place as to insure that spare vehicle can respond to a vehicle need within 30 minutes.

Each bid should include a list of current transportation contracts within 75 miles of Villa Grove that could be utilized if additional buses or drivers are needed.

The Superintendent, or his/her designee, reserves the right to reject buses to be used under this Contract. In the event of vehicle rejection, the Contractor will be fully responsible for replacing the rejected vehicles(s).

- 3) **FACILITIES:** The contractor is required to own or lease their own facilities, in the school district, for the extent of the agreement.
- 4) **ROUTES AND TIME SCHEDULES:** Routes shall be established by the Contractor, and approved by the District, which will satisfy the transportation needs of the District. These routes will be established no later than one day prior to the first day of student

attendance for the school year. Contractor shall work closely with the District in planning the routes and otherwise performing this agreement. District reserves the right to modify the routes and schedules to be followed and to make changes therein. District 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 so as to accommodate all such necessary changes on the next business day after notice is received from the District. No routes may be changed or modified without the prior approval of the District.

All schedules shall be in keeping with the safety of school children so as to deliver students within a reasonable time prior to the opening of the school, and so as to return them to their respective bus stops within a reasonable time after the school day. All time schedules will be supplied by the District.

The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect same carefully for defects, and remedy any defects before using said vehicles. Records of these inspections shall be maintained for one full year.

The Contractor shall establish a system that insures that all drivers check their vehicles for sleeping children prior to leaving their bus after each run. At the end of each bus route and trip, each driver shall personally inspect each seat and corresponding floor area of the bus or vehicle for the presence of students who may be asleep, hiding or otherwise present in the bus. Under no circumstance shall a child be permitted to remain on a bus or vehicle after the driver has allowed students to disembark. Any driver who fails to perform such inspection or who leaves a child on the bus as provided herein shall be subject to discipline by the Contractor, up to and including termination. Violation of this Section by the Contractor or its agents

or employees may be considered cause for termination of the Contract.

Prior to the start of each school year, the Contractor shall conduct an introductory orientation meeting for all of its drivers and monitors. This orientation shall include a thorough instruction process orienting drivers as to any and all changes for the coming year, District policies, etc. In addition, each driver shall drive their respective routes exactly as route sheets indicate for the complete AM or PM portions of the routes and report to their management any problems or concerns that they may encounter. Such orientation may be attended by District personnel and shall take place no later than one week prior to the start of school.

In the event of inclement weather or any other reason for school being canceled or delayed, the Superintendent of the District or his/her designee shall notify the Contractor prior to 5:30 a.m., prevailing time, on the day of such cancellation or delay. In the event that school shall be dismissed early, the Superintendent or his/her designee shall endeavor to notify the Contractor not less than two hours before such early dismissal. Villa Grove CUSD #302 may run a delayed start schedule on severe weather days. The delayed start schedule provides the flexibility to begin school two hours later than normal, allowing time for roads to be cleared and temperatures to rise. The decision of the Superintendent shall be final.

- 5) **DRVIERS AND AIDES:** It should be understood that the transportation of school children is a unique and specialized professional service. It is of essence that the students be transported to and from school regularly, promptly, safely and without interruption or incident and that the safety of the children in such transportation shall take precedence over the interest of either the Contractor and its drivers or the District. It shall be a primary obligation of the Contractor to operate its affairs so that

the District will be assured of this continuous, safe and reliable service.

For the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive a school bus whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever, nor shall the Contractor allow any person to drive a school bus who is not at the time in a condition of mental and emotional stability.

Contractor shall provide qualified and appropriate drivers for each vehicle operated in performance of this contract. Drivers shall be assigned on a permanent basis to specific routes and schedules and substitute drivers may be used only when it is not possible for the regularly assigned driver to be available.

Drivers must be fully licensed in accordance with all state and federal laws, rules and regulations. Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job and shall make certain that all drivers shall have successfully completed an approved first aid course prior to operating a bus under this contract.

The District shall have the right to approve the employment of any driver or other employee directly responsible for transportation of students. The District also reserves the right to designate specific drivers for specific routes and other work assignment, and the right to review and approve personnel policies affecting the transportation of District students. The District shall have the right to require the dismissal or reassignment of any person or driver

employed by the Contractor who, in the District's opinion is not qualified or appropriate to operate a school bus or otherwise assist the Contractor in performing this contract. 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, and the Contractor must agree that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way prevent the District from exercising such right.

Contractor shall provide the District with the names and personal information for all persons it expects to use in fulfillment of this contract. All applicants for a school bus driver permit must be fingerprinted and cleared by an Illinois specific background check before a school bus driver permit can be issued. No person may be employed who has been convicted of committing or attempting to commit any one or more of the offenses listed in Section 10-21.9(c) of the School Code of Illinois. Contractor shall reimburse the District for the cost of all such background investigations.

Contractor's drivers and/or bus aides shall assist special education students on and off Contractor's vehicles and have responsibility for safely seating such students and for properly applying the safety locks and restraining devices which are provided for the safety of said students.

Contractor shall furnish and contractor's drivers and aides shall be required to properly wear and display a photo identification badge at all times they are providing transportation services for the District.

All transportation employees are required to attend a Bloodborne Pathogen training session. These sessions are provided by the Transportation Contractor. In compliance with OSHA regulation, 29

CFR 1910.1030 (passed 12.6/91), and the Illinois Department of Labor regulation (passed 1/29/93), Universal Precautions are to be followed for handling blood and other potentially infectious materials. These training sessions shall be provided at the beginning of the school year.

The Contractor shall furnish and maintain any Personal Protective Equipment and supplies needed to insure the safest working environment possible.

To insure a smooth transition, the District requires all bus drivers and bus aides currently employed by the District to be employed by the contractor, unless contractor can provide just cause to the District why an employee should not be retained by contractor. They shall be retained at the current rate of pay. Rates of pay for future employed drivers and aides shall be determined by the contractor.

- 6) **STUDENT DISCIPLINE:** Drivers shall not utilize corporal punishment or otherwise discipline students. Drivers shall be required to report all cases of student misbehavior on buses to the District's Principal(s) and handle all student bus transportation disciplinary matters in a way consistent with District transportation discipline policy. In no case shall a driver eject a student from a bus for misbehavior, unless there is an extreme emergency by which a misbehaving student endangers the safety of other students. In such limited circumstance only, the student can be removed from the bus only for a short period of time, and when the same can be accomplished without danger to the misbehaving student. All incidents of student misconduct shall be immediately reported by the Contractor to the District via two way radio or comparable communication system. The District may impose reasonable rules for student conduct from time-to-time, which Contractor shall endeavor to apply. Should the Contractor

experience problems with student misbehavior, whether or not covered by District rules, it shall immediately notify the District.

It is to be understood that decisions on disciplinary problems, suspensions or expulsions will rest with the District principal, Superintendent or Board of Education. The driver is responsible only for discipline required to operate the bus; beyond this point, he/she would ask for help. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Under no circumstances may a driver refuse to transport a student who is assigned to his/her bus without express consent for the District.

Contractor shall, within 24 hours of any such incident, advise the building administrator of the building to which the students on the bus are most directly related, of all instances of serious misbehavior on their bus and shall assist the building administrator (or his/her designee) in obtaining whatever information is desired with respect to each incident.

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

- 7) **MANAGEMENT PERSONNEL:** Contractor shall provide a full-time contract manager, a permanent dispatcher and adequate personnel on duty during the hours between the first daily bus route leaving to pick up District students and until the last student is home at the end of the day and the bus has returned to the bus barn to provide proper supervision over its employees and to keep and maintain proper transportation records for the District.

Such dispatcher will act as liaison between the District and the Contractor's drivers and will be the person responsible for bus route schedule changes, equipment substitutions, scheduling of drivers, and other duties as required to perform the Contract.

- 8) **CENTRAL DISPATCH:** Contractor shall maintain a central dispatch station in clear and complete two-way radio contact with all bus drivers operating buses used in performing this contract.

A dispatcher shall be employed by the Contractor and assigned to central dispatch and that person, or an equally competent substitute, shall be on duty at central dispatch at all times when regular home-to-school transportation services are being performed thereunder.

Contractor's central dispatch shall have the ability to be in direct radio or telephone contact with the District's Superintendent of Schools or his/her designee when transportation services are being provided thereunder. Central dispatch shall in all instances where, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering the passengers on the bus, notify the Superintendent of Schools or his/her designee of the prevailing circumstances and shall then convey the directions, judgment and advice of the Superintendent of Schools to the driver and make certain the bus is thereafter operated in accordance with his/her directions, judgment and advice.

- 9) **SAFETY PROGRAM:** The safety and best interests of the children being transported shall be a primary concern of the District and the Contractor. In addition to the safety requirements of the state and federal laws and regulations, the Contractor shall work with the District to develop an in-service safety program relative to the

rendering of all facets of transportation service under this contract. As part of the in-service safety program, a qualified driver/supervisor (employed by the Contractor) shall ride with every driver at least once each semester and evaluate the performance of the driver. Documentation of these check rides shall be available to the District.

10) INSURANCE REQUIREMENTS:

Contractor agrees that it will obtain and maintain, at all times during the term of this Agreement, primary liability insurance policies, including primary coverage for automobile liability, personal injuries, and property damage issued by a company or companies authorized to do business in Illinois, licensed by the Department of Insurance of Illinois, and rated with an "A-" (Excellent) or better in the current edition of Best's Key Rating Guide with contractual coverage containing agreements to defend, indemnify and hold harmless as set forth in the paragraph below and in no event shall such policies have less than the following coverages:

- | | | |
|----|------------------------------------|-----------------------------|
| A. | Body Injury/Death/ Property Damage | \$2,000,000 each occurrence |
| B. | Umbrella Liability | \$5,000,000 |
| C. | Medical Expense Reimbursement | \$5,000 per occurrence |
| D. | Uninsured Motorist | \$1,000,000 each occurrence |
| E. | Underinsured Motorist | \$1,000,000 each occurrence |

Contractor shall maintain, always during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State of Illinois and

Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Contractor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates regarding this Agreement shall be furnished each year to District no later than July 1st. All such policies shall name District, its Board Members, employees, agents, volunteers, and students as additional insured and shall provide that the policy may not be terminated, canceled or materially changed without sixty (60) days advance written notice to District. Such policies shall also contain the Indemnification provisions (above) to which Contractor agrees. Such policies shall provide that the insurer shall notify District of the failure of Contractor to pay any premium when due and District may, but need not, pay the premium. Any such payment made by District shall be reimbursed by Contractor to District upon demand. The Contractor shall save and hold the District harmless from all judgments or costs arising out of any lawsuit to or arising out of the Contractor's performance under that contract or Contractor's operations, acts or omissions.

11) COMPETITIVE BIDS

The Contractor shall identify for each of the school years 2019-2020, 2020-2021 and 2021-2022 its bid in the form set forth below for each year. The bid shall be based upon the Villa Grove Community Unit School District No. 302 2017-2018 usage and mileage patterns as described in Attachment "A". Bid forms are set out in Attachment "B". No other bidding or form is permissible. During the term of the contract if the District has additional or changed transportation requirements, the Contractor's charges therefore shall be permitted only the *pro-rata* costs shown in the rates listed in the Contractor's bid. The Contractor is to indicate all rates in the form and manner described in the bid form in Attachment "B".

Pursuant to Section 10-22.34c of the School Code, the Contractor shall provide the following information at the time of the submission of the Proposal:

- A. Evidence of liability insurance in scope and amount equivalent to the liability insurance provided by the school board pursuant to Section 10-22.3 of the School Code;
- B. A benefits package for the third party's employees who will perform the non-instructional services comparable to the benefits package provided to school board employees who perform those services;
- C. A list of the number of employees who will provide the non-instructional services, the job classifications of those employees, and the wages the third party will pay those employees;
- D. A minimum 3-year cost projection, using generally accepted accounting principles and which the third party is prohibited from increasing if the bid is accepted by the school board, for each and every expenditure category and account for performing the non-instructional services;
- E. Composite information about the criminal and disciplinary records, including alcohol or other substance abuse, Department of Children and Family Services complaints and investigations, traffic violations, and license revocations or any other licensure problems, of any employees who may perform the non-instructional services, provided that the individual names and other identifying information of employees need not be provided with the submission of the bid, but must be made available upon request of the school board; and
- F. An affidavit, notarized by the president or chief executive officer of the third party, that each of its employees has completed a criminal background check as required by Section

10-21.9 of the School Code within 3 months prior to submission of the bid, provided that the results of such background checks need not be provided with the submission of the bid, but must be made available upon request of the school board.

The Contractor is also required, pursuant to Section 10-22.34c of the School Code, to offer available employee positions to qualified School District employees whose employment is terminated because of the Contract.

12) LAWS AND REGULATIONS: During the entire term of the proposed contract, the Contractor shall comply in every respect with all law, rules and regulations of the State of Illinois and the United States affecting or regulating the transportation of school children, including but not limited to the Illinois Motor Vehicle Code and The School Code of Illinois and the rules promulgated by the Illinois State Board of Education and Illinois Department of Transportation.

13) FUEL: Villa Grove Community Unit School District No. 302 shall supply all fuel necessary for the direct performance of the contract. Contractor shall provide to the District detailed fuel consumption logs prior to the tenth day of each month.

14) COMPENSATION: Contractor shall on or before the tenth day of each month submit to the District its written statement showing all amounts due Contractor for the preceding calendar month, and contain the number of actual operating days within that month, and the District shall pay the same within thirty days of its receipt of the monthly statement. Except that payment for any parties relative to the item or provision upon which the difference arises or until the matter is judicially resolved in accordance with the contract.

- 15) **RESERVATIONS:** The District reserves the right to use other transportation services for field trips, shuttle runs, athletic activities, out-of-district transportation and other purposes not included in regular District routes. This is not to preclude the possibility that the District may combine some of these types of activities where logical and feasible with regular routing.
- 16) **TERMINATION:** The District may terminate the Contract at its sole and exclusive discretion upon its finding of good and sufficient cause to terminate. Such cause shall include any Contractor failure to perform, misfeasance or malfeasance of duties of the Contractor under the Contract, or the occurrence of any condition relative to bus transportation under the Contract or the Contractor's performance which threatens the health or safety of the District students or transportation passengers. The District shall notify the Contractor in writing in the event of any dissatisfaction or breach of the Contract. The Contractor shall have thirty (30) days in which to cure District's dissatisfaction or breach. The exercise of the Board's right of termination under this paragraph shall not limit the Board's right to seek any other remedies allowed by law.
- 18) **CONTRACTOR NOT AN AGENT:** The Contractor enters into this agreement for furnishing transportation only as an independent Contractor and further acknowledges that it is not a representative, agent, joint venture, official, or employee of the District.
- 19) **FORCE MAJEURE:** In the event the Contractor's performance of this contract is temporarily interrupted due to Acts of God, civil disturbances, labor disputes or strikes, Governmental acts, regulations or executive order or for other causes not chargeable to the Contractor, then in-lieu-of any other remedy the District

shall have the right and option to take possession and control of all school buses, operating equipment, tools, supplies, parts, and other items of property kept by the Contractor in the District for the purpose of providing and furnishing services under this contract and to keep and use all such property belonging to the Contractor for the duration of such interruption in order to operate its transportation services. During such time the District shall keep accurate accounts of the services used by it in maintaining such transportation services, as if performed pursuant to this contract, and of all expenditures made by the District for such operations. The District shall continue to pay the Contractor for the duration of such interruption, such amounts as would otherwise be due under this contract less the amounts of its expenditures and costs. In the event of damage to property of Contractor because of Acts of God, civil disturbances, labor disputes or strikes, regulations or executive order, the District shall have no liability for damage directly resulting from the aforementioned causes.

- 20) **DELEGATION OF DUTY AND ASSIGNMENT**: The Contractor shall not delegate any duty or performance required of it by this Contract without the written consent of the District's Board of Education. The Contractor may not assign any part of the Contract without the advance written approval of the Board of Education. However, nothing contained in the agreement shall prohibit the Contractor from contracting to provide repairs, maintenance, or safety equipment for its vehicles.
- 21) **UNIQUE SPECIAL EDUCATION TRANSPORTATION**: The District is required by law to provide transportation to and access to its facilities to all students regardless of disability. In furtherance of meeting its obligation, the District may require the Contractor to transport students who are disabled, including but not limited to students who are substantially or profoundly

disabled, or suffer from multiple disabilities. Since disabilities may arise at any time, or disabled students may become residents of the District at any time, the specific nature and scope of required transportation for disabled students cannot now be known. The Contractor shall provide all unique special education transportation required by the District, as requested by the District at the rate specified in this Bid. Contractor will provide the necessary equipment to provide such services. The Contractor shall reasonably cooperate with the District in arranging and advising the District in regard to unique special education transportation.

- 22) **NOTICES:** Any notice required under the Contract shall be in writing and shall become effective on the day of mailing thereof by First Class Mail, registered or certified mail, postage prepaid, addressed:

To the District:

Superintendent of Schools

Villa Grove Community Unit School District No. 302

400 N. Sycamore

Villa Grove, IL 61956

To the Contractor:

[Name and address to which notices should be sent to contractor]

- 23) **TIME OF ESSENCE:** Time is of the essence in the performance of the Contract.
- 24) **ENTIRETY:** If the District's Board of Education awards a contract, the terms and conditions set forth herein shall become the terms of such contract, subject only to such modification as may be

deemed necessary by the Board of Education for the conversion of these bid specifications to a contract, and such other modifications of a non-material nature as the parties may agree. Such contract shall be deemed the whole and entire agreement between the District and the Contractor, and shall supersede all other arrangements, understandings and communications of the parties inconsistent herewith.

- 25) **NON-DISCRIMINATION**: Contractor is required to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The Contractor shall comply with all applicable wage and hour laws of the United States and the State of Illinois in respect to the hours, wages and other terms and conditions of the Contractor's employees. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor must have a written sexual harassment policy prohibiting conduct which would constitute sexual harassment under applicable law, which provides effective means to complain of sexual harassment, and which provides for the discipline of employees who engage in sexual harassment.
- 26) **ASSURANCES**: By making a bid or subsequently entering into a contract the Contractor is deemed to have certified:
- A. It is not barred under 30 ILCS 500/50-5 from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
 - B. It is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

C. It has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E or a similar law of another state.

D. It is in compliance with the Drug Free Workplace Act (30 ILCS 580) as of the effective date of the Contract. The Drug Free Workplace Act requires, in part, that Contractors with twenty-five (25) or more employees certify and agree to take steps to ensure a drug-free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts with Contractor certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

E. No officer, director, partner or other managerial agent of the Contractor has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years prior to the date of the Bid.

F. In accordance with 30 ILCS 500/50-14, the Contractor has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Civil Penalties of the Environmental Protection Act for a period of five (5) years prior to the date of the Bid.

G. Contractor acknowledges that the District shall declare the Contract void if this certification is false.

V. Timeline

| Event | Date |
|---|-------------------|
| Board holds Public Hearing | November 19, 2018 |
| Board of Education approves issuance of RFP | November 19, 2018 |
| Publish RFP to Website and release to prospective contractors | January 24, 2019 |
| Advertise RFP in newspaper | January 24, 2019 |
| Submit final proposal (plus 4 copies) | February 5, 2019 |
| Board of Education awards contract | To Be Determined |
| First Day of 2019-2020 school year | To Be Determined |