

Invitation to Bid and Bidding Requirements



Regular Student Transportation Services

**Cass School District 63
DuPage County, Illinois**

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I. Summary and Overview

The Board of Education of Cass School District 63, a PreK-8 public school district located in parts of the communities of Darien and Willowbrook in DuPage County, Illinois, is accepting sealed bids from qualified student transportation service contractors to provide regular transportation services for morning and afternoon regular education routes. As a part of this measure, a sealed bid proposal is being sought for a three-year contract, with the district's option of a two-year extension, for student transportation services pursuant to the specifications stated herein. Bid proposals must be in full compliance with 105 ILCS 5/10-22.34c Third Party Contracting for Non-Instructional Services.

II. Public Advertisement for Bids

Invitation to Bid Cass School District 63 DuPage County, Illinois Student Transportation Services

Notice is hereby given that the Board of Education of Cass School District 63, DuPage County, Illinois (hereinafter the "Board" or "School District"), will receive bids for transportation services for regular education students from qualified student transportation providers (hereinafter "Bidder" or "Contractor"). Any award made will be in accordance with current statute and the specifications and requirements of the formal Invitation to Bid. **A mandatory pre-bid meeting is scheduled for Wednesday, March 1, 2023, at 10:00 a.m.** The pre-bid meeting will be held at the district office, located at 8502 Bailey Road, Darien, Illinois.

Once a successful Bidder is identified, the Board intends to award a single contract for the submitted bid price for the 2023-24, 2024-25, and 2025-26 school years. The district shall have the option to extend the contract period for the 2026-27 and 2027-28 school years.

All sealed bids must be received on or before Friday, March 17, 2023, at 10:00 a.m. Bids must be received either via U.S. Mail, via a delivery service, or via personal delivery at the School District office, located at 8502 Bailey Road, Darien, Illinois. Proposals received after that date and time will not be accepted or considered. Proposals sent by facsimile or electronic mail will not be accepted or considered.

Sealed bids must be submitted in an opaque envelope that includes the Bidder's contractor name and return address, and should be addressed to the district as follows:

Original Sealed Bid for Student Transportation Services
c/o Mark R. Cross Superintendent
Cass School District 63
8502 Bailey Road
Darien, Illinois 60561-5333

Sealed bids will be opened and read aloud at the time of the submission deadline on Friday, March 17, 2023, at 10:00 a.m. The bid opening will take place at the School District office, located at 8502 Bailey Road, Darien, Illinois. All interested parties are invited to attend the public bid opening. All pricing and required submittals must be made in accordance with the instructions contained in the Invitation to Bid and Bidding Requirements and on the forms provided. This document is available beginning Wednesday, February 22, 2023, at 10:00 a.m. on the district website at www.casds63.org under "Invitation to Bid" or by calling the district office at 331-481-4000 (extension 3).

The Board reserves the right to reject any or all bids received whenever such rejection is in the interest of the school district and reserves the right to waive any irregularities. The Board also reserves the right to reject the bid of a bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the contract.

To the extent applicable, the successful Bidder shall comply with the provisions of the Illinois Prevailing Wage Act, specifically including the payment of the applicable prevailing wages to all laborers, workers, and mechanics performing work under the contract.

III. Summary of Timelines

Wednesday, February 22, 2023, 10:00 a.m.
Invitation to Bid and Bid Specifications Available

Wednesday, March 1, 2023, 10:00 a.m.
Mandatory Pre-Bid Meeting

Friday, March 10, 2023, at 10:00 a.m.
All Final Questions Submitted Via Email

Friday, March 17, 2023, 10:00 a.m.
Deadline for Submission of Sealed Bids

Friday, March 17, 2023, 10:00 a.m.
Public Bid Opening

Tuesday, March 21, 2023, 7:00 p.m.
Expected Award of Contract by the Board of Education

IV. General Conditions

- A. **Required Submittals** – All pricing and required submittals must be made in accordance with the instructions contained in the Invitation to Bid and Bidding Requirements and on the forms provided herein. All information submitted must be

valid for at least sixty (60) days after the bid opening, although it is expected that a contract will be awarded to the successful bidder at the Board of Education meeting scheduled for Tuesday, March 21, 2023. Required submittals include the following:

1. Signed bid documents, exhibits, and certificates;
2. Written evidence that (i) the Bidder has a minimum of two (2) years of experience operating buses and transporting public school children enrolled in grades pre-K through 8 and (ii) its transportation manager has a minimum of two (2) years of experience in student transportation management in the State of Illinois;
3. Written evidence that the Bidder has sufficient buses equipped for the convenience, safety and comfort of the students;
4. Written evidence that the Bidder has employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet the School District's requirements;
5. Written evidence establishing the financial stability of the Bidder, which shall include the most current audits and management letters as well as a letter from a bank or banks stating the financial condition of the Bidder;
6. The safety record of the Bidder, including a report describing the Bidder's safety program and safety experience;
7. Three (3) references from Illinois school districts;
8. A summary list of all pending litigation including bankruptcy proceedings, decrees, and judgments entered for or against the bidder over the last five (5) years (the School District reserves the right to request additional information);
9. Age of buses to be utilized for the transportation services;
10. Ability to provide a minimum of two cameras on each bus;
11. Insurance certificates in accordance with the requirements provided herein;
12. Location of a facility from which the Bidder will operate;
13. Statement of ownership acknowledging that Bidder owns or leases all of its buses;
14. Identification of safety features on the buses that will serve the School District, such as First Light Safety LED stop arm signs with strobe or flash, First Light Illuminated Destinations signs, or equivalent products;
15. Description of Bus Maintenance Program;
16. Additional Driver Policy and Procedures;
17. A written summary that details the Bidder's route scheduling competencies and proficiencies of the Bidder as well as a timeline of how the Bidder expects to be ready for the first day of school;
18. Evidence of ability to provide parent notification software; and
19. Other items listed under Qualifications for Bidders.

B. **Mandatory Pre-Bid Meeting** – A mandatory pre-bid meeting is scheduled for Wednesday, March 1, 2023, at 10:00 a.m. The pre-bid meeting will be held at the district office, located at 8502 Bailey Road, Darien, Illinois.

- C. **Sealed Bid Requirements** – Sealed bids must be submitted in an opaque envelope that includes the Bidder’s contractor name and return address, and should be addressed to the district as follows:

Original Sealed Bid for Student Transportation Services
c/o Mark R. Cross Superintendent
Cass School District 63
8502 Bailey Road
Darien, Illinois 60561-5333

- D. **Sealed Bid Delivery and Deadline** – All sealed bids must be received on or before Friday, March 17, 2022, at 10:00 a.m. Bids must be received either via U.S. Mail, via a delivery service, or via personal delivery at the school district office, located at 8502 Bailey Road, Darien, Illinois. Proposals received after that date and time will not be accepted or considered. Proposals sent by facsimile or electronic mail will not be accepted or considered. For sealed bids submitted via personal delivery, district office business hours are Monday through Friday between 8:00 a.m. and 4:00 p.m.
- E. **No Late Bids** – No submissions received by the district after the date and time specified above will be considered. The Bidder assumes the risk of delay in the handling or delivery of submittals via U.S. Mail or other delivery services.
- F. **Sealed Bid Public Opening** – Sealed bids will be opened and read aloud at the time of the submission deadline on Friday, March 17, 2023, at 10:00 a.m. The bid opening will take place at the school district office, located at 8502 Bailey Road, Darien, Illinois. All interested parties are invited to attend the public bid opening.
- G. **Questions Regarding Bidding Requirements** – Outside of the mandatory pre-bid meeting, any and all other final questions regarding the Invitation to Bid and Bidding Requirements must be submitted in writing via email to Superintendent Mark R. Cross at mcross@cassd63.org no later than Friday, March 10, 2023, at 10:00 a.m. Any addendums to the Bid Documents will be posted on the School District’s website and emailed to the Contractors who attended the mandatory pre-bid meeting. Any addendums must be acknowledged on the Base Bid Proposal in order for the Base Bid Proposal to be valid.
- H. **Signing of Bids and Related Documents** – Persons legally qualified to sign such documents must sign all bids. If they are signed by any person other than the President of the Contractor, or by an agent, or by an attorney-in-fact, the authority of the person who signs the proposal is required. Bids, which are signed for a partnership, shall be signed by one of the partners, or by an attorney-in-fact.
- I. **Preparation of Bids** – All bids shall be completed with each space properly completed on the exhibits contained herein. All bids shall be deemed final, conclusive, and irrevocable once submitted. No claim for relief because of errors or omissions in

the bidding will be considered, and Bidders will be held strictly to the bids as submitted. All Bidders will be bound by any and all math calculations, misquotes, or mistakes of any kind and to all terms contained in these bid specifications. Bids shall be without interlineations, or erasures. No verbal, voice, facsimile or electronic bid or revision to a bid will be considered. Should the Bidder find any discrepancies in or omissions from any of the Bidding Documents, or be in doubt as to their meanings, the Bidder shall advise the contact listed above who will issue the necessary clarification in writing to all prospective Bidders. Verbal explanations will not be binding. All bids submitted shall be valid for a minimum period of sixty (60) days after the bid opening until the formal contract is awarded.

- J. **No Modifications** – Bidders must submit bids in strict accordance with the specification requirements. Once the bids are opened, they may not be modified in any way, and may not be withdrawn without the written approval of the district.
- K. **Bidder Fully Informed** – The submission of a bid by a Bidder will be construed as an indication that the Bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in strict accordance with the specifications.
- L. **No Gratuity to School District Employees.** No employee of the school district is to be extended any form of gratuity or payment in connection with any bid or contract.
- M. **School District Ability to Investigate** – The district will investigate as necessary to determine the ability of the Bidder to fulfill bid requirements. Representatives from the district reserve the right to inspect the company's facilities and other transportation operations under its management prior to any award of the contract.
- N. **Transfer or Assignment of Contract Funds** – The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the prior written approval of the Board, which it may withhold in its sole discretion. The transfer or assignment of any Contract funds either in whole or in part, or any interest therein, which shall be due the Contractor, shall cause the annulment of said transfer or assignment.
- O. **Independent Contractor** – The Contract is for furnishing regular education student transportation services. In performing the Contract, the Contractor is an independent contractor and is not an officer, member, agent or employee of the school district.
- P. **Compliance With All Laws** – The Contract shall be governed and construed in accordance with the laws of the State of Illinois notwithstanding its choice of law provisions. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

The Contractor shall comply with all applicable laws, regulations, rules and policies promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body, including the School District, now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the *Social Security Act*, *Occupational Safety and Health Act*, the *Consumer Product and Safety Act*, the Illinois *School Code* and the Illinois *Motor Vehicle Code*. Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor.

School buses and personnel must be in compliance with all Federal and State laws, rules, regulations, and statutes applicable to the performance of student transportation services, including, but not limited to, the Illinois *School Code* and the Illinois *Vehicle Code*, and all policies, rules and regulations of the School District, the State Board of Education, the Illinois Department of Transportation and, the State of Illinois Standards for School Buses, the DuPage County Regional Superintendent's office and the local municipalities in which the buses will be operated.

Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices including the *Illinois Human Rights Act*. The Contractor shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. The Contractor further agrees that this Paragraph 13 will be incorporated by the Contractor in all contracts entered into with suppliers of materials and services, subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor that may perform any such labor or service in connection with the Contract.

Further, by submitting a bid, the Contractor certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Section 2-105A (4) of the *Illinois Human Rights Act*, 775 ILCS 5/2-105A (4), and, in case the Contractor has twenty-five (25) or more employees, a drug-free workplace policy and practice in full compliance with Section 3 of the Illinois *Drug-Free Workplace Act*, 30 ILCS 580/3.

As an independent contractor, records in the possession of the Contractor related to the Contract may be subject to the Illinois *Freedom of Information Act* ("FOIA"), 5 ILCS 140/1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide the School District with any such records requested by the School District to timely respond to any FOIA request received by the School District. The School District will

review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Contractor refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, the Contractor shall reimburse the School District for all costs, including attorneys' fees, incurred by the School District related to the FOIA request and records at issue.

The Contractor shall comply with all laws pertaining to student records and student confidentiality, including the *Illinois School Student Records Act* and the *Federal Family Educational Rights and Privacy Act*. All personally identifiable information and data relating to the School District's students shall at all times be treated as confidential by the Contractor and will not be copied, used or disclosed by the Contractor for any purpose. The Contractor shall, as soon as possible, make the School District aware of any data breaches and assist the School District with necessary notifications and reimburse the School District for any costs incurred by the School District. Upon the expiration or termination of this Agreement, the Contractor agrees to promptly return to the School District any and all school student records and personally identifiable information in the Contractor's possession.

By submitting a bid, the Contractor certifies that it is not ineligible for award of the Contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of the Contract. Failure of the Contractor to be in compliance with this Section shall be cause for the School District to terminate the Contract.

- Q. **Record Keeping** – The Contractor shall keep complete and accurate records of the mileage for which the Contractor charges the School District and of the reports which the Contractor prepares for the School District pursuant to the Contract. The Contractor shall maintain such records as the School District may need to verify mileage, including records indicating the number of runs for vehicles used for purposes other than the Contract, the Contractor's reporting responsibilities, and the Contractor's claim for fees. The Contractor shall provide access to such records upon a request by the School District. In addition, the Contractor shall provide monthly to the School District detailed invoices including information on fuel surcharge amounts.

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

accountants' fees and attorneys' fees. The Contractor shall fully cooperate with all personnel authorized by the School District to conduct any audit.

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

- R. **Payments** – Payments are approved by the Board each month provided that the service has been properly provided and accepted. The School District shall be responsible for payment to the Contractor for only those regular and additional routes which are actually operated, with the timely submission of invoices as agreed upon.

In accordance with Board approval, monthly invoices will be paid based on the actual services provided for the prior month and in accordance with the Illinois *Local Government Prompt Payment Act*. Format of the detailed billing statement must be agreed to by the School District.

- S. **Tax Exemption** – The School District is exempt from Federal, State and Municipal taxes. The Contractor shall secure work permits (if any), fees and licenses necessary for the performance of the Services. The Contractor shall not include taxes in its invoices, which the School District is not subject to, including any applicable sales tax, state and local taxes and any service or use taxes.

- T. **Insurance and Indemnification** – The Contractor shall carry, pay for, and keep in force, with insurance companies licensed to do business in Illinois and rated "A" or better for financial strength rating by AM Best, the coverages provided below. Contractor shall name the School District, its individual Board members, employees and agents as additional insureds on a primary and noncontributory basis on all insurance required hereunder, with the sole exception being Worker Compensation insurance. Contractual liability shall be provided under the Commercial General Liability policy to include the indemnification provisions stated below. A certificate of insurance shall be provided to the School District evidencing the coverage below and must include a requirement of a thirty (30) day cancellation notice. In such case of termination of insurance coverages, the Contractor will provide evidence of new insurance at the earliest possible date, but not later than ten (10) days prior to the termination of the original policy. A waiver of subrogation must be included in favor of all additional insureds noted above. Also, an alternate employer endorsement naming the School District must be included on the Worker Compensation insurance policy. Following are the minimum required coverages:

1. Worker Compensation
 Coverage A Statutory Limit
 Coverage B \$1,000,000

2. Commercial General Liability on an Occurrence Basis
 \$2,000,000 General Aggregate
 \$2,000,000 Products - Comp/Op Agg
 \$1,000,000 Personal & Adv Injury for any one person injured in any one
 accident
 \$1,000,000 Personal & Adv Injury
 \$1,000,000 Each Occurrence
 \$5,000 Medical Payments (any one person)
 \$1,000,000 Abuse and Sexual Misconduct

3. Automobile Liability
 \$1,000,000 Limit of liability, including owned, non-owned & hired auto
 \$5,000 Medical payments per person
 \$1,000,000 Uninsured Motorists
 \$1,000,000 Underinsured Motorists

4. Umbrella Liability on an Occurrence Basis
 \$5,000,000 General Aggregate and Each Occurrence

Must follow the form of all primary coverage.

Indemnification – The Contractor shall indemnify, defend and hold harmless the School District and its individual Board members, employees, and agents, free from any claims, suits, actions, losses, liabilities or expenses (including, but not limited to attorneys’ fees, court costs and expert witness fees) which may arise from, relate to or are connected with (i) any accident, injury or death to any person or persons, or damage to any personal property in the course of any performance under the Contract; (ii) any misconduct by the Contractor or its officers, employees or agents; or (iii) any breach of the Agreement by the Contractor.

The Contractor expressly understands and agrees that any insurance required in these Bid Documents, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the School District and its individual Board members, employees, and agents, as herein provided.

The Contractor’s obligations under this Section shall survive and continue following termination of the Contract with the School District.

Appointment of counsel under the Contractor's duty to defend shall be subject to the School District's approval.

- U. **Contractor Fiscal Responsibility** – To ensure good service and ability to replace old buses, the School District may require evidence that the successful Contractor has the financial resources to meet ongoing operational demands. This may include but is not limited to copies of recent audits or financial reports. After award of the Contract, the School District may inquire as to the financial stability of the Bidder and may request financial references. The Bidder shall provide such information within forty-eight (48) hours. The Bidder's financial stability will be a factor in determining the most qualified bidder.

- V. **Termination of Contract by Reason of Default** – If the Contractor or its drivers or employees at any time fail to comply with the terms of the Contract or any portion thereof, or do not fully perform and strictly adhere to any of the terms of the Contract required to be performed, the School District may, at its discretion, terminate the Contract, or any portion hereof, as provided herein.

In the event that the School District determines that the Contractor has failed to comply fully with, perform, or strictly adhere to the Contract, then the School District may, at its discretion, through its Superintendent, or his or her designee, send written notice to the Contractor declaring the Contractor in default.

In such notice, the School District shall state in what respect the Contractor has failed to comply with the terms of the Contract, and shall further state a date upon which the Contract will terminate, unless the Contractor, prior to such date, cures the defect to the satisfaction of the School District.

If prior to the date of termination stated in said notice, the School District notifies the Contractor that the defect has been cured, the Contract will not terminate on the date stated in the notice but will have been deemed to have remained in effect as of the date that such notice was given. In the event that the School District does not so notify the Contractor that the defect has been cured, the Contract will terminate without further action on the date of termination stated in the notice.

The date of termination stated in the notice of default, as provided above, may not be sooner than fifteen (15) calendar days following the date of such notice unless there is a complete failure by the Contractor to provide the services required by the Contract or failure to comply with any and all applicable laws, including, but not limited to the continuing maintenance of insurance coverage, maintenance of current drivers' licenses for each bus driver, and compliance with vehicle safety regulations, in which event the date of termination may be five (5) calendar days following the date of such notice.

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

W. Termination of Contract without Cause – The School District may at any time and after providing sixty (60) days written notice to the Contractor, terminate its Contract without cause. The School District shall pay Contractor for all services provided in accordance with the Contract through the date of termination and shall have no liability whatsoever thereafter to Contractor.

X. Contractor Representations – The Contractor has represented with the submission of its bid and hereby represents to the School District 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 these Bid Documents, and is aware of all applicable laws and their requirements.
2. The Contractor has the necessary equipment and personnel (including backups) to adequately and properly perform the Contract in accordance with the Bid Documents and applicable laws.
3. The Contractor acknowledges that the School District 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 has been a prime carrier of students for various school districts of comparable size.
5. The remaining representations set forth in the Contractor's resume submitted with the Contractor's Bids are incorporated herein as though set forth in full.
6. The Contractor has provided letters from its banks attesting to the Contractor's financial condition.
7. The Contractor represents and covenants that no official, employee or agent of the School District (i) has been employed or retained to solicit or aid in the procuring of the Contract; and (ii) will be employed or otherwise benefit from the Contract without the immediate divulgence of such fact to the School District.

8. The Contractor certifies that all of its employees who have or will have contact with students have successfully passed, pursuant to the Illinois *School Code*, a criminal background and investigation check. No driver previously convicted of an offense of Driving While Under the Influence shall be assigned to the School District without prior School District written approval.
- Y. **School District Reliance** – In entering into a Contract with the Contractor, the School District has relied upon the Contractor’s representations, resume and financial condition letter submitted with the bid. The Bidder represents it is an expert in the manner in which the work under the Contract is to be performed and shall perform all work in accordance with the standards required by such expertise.
- Z. **Miscellaneous** – The successful Bidder shall enter into a contract with the School District, which contract shall be in the form of the agreement included with these Bid Documents, which contract will incorporate the terms of these bid specifications and conditions. Bidder shall not submit bids with any revisions to the contract or the bid documents.

Payments on any invoice shall not prevent the School District from making claim for adjustment on any item found not to have been in accordance with the provisions of the Contract.

The validity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.

V. Qualifications for Bidders

Bidders must have a minimum of three (3) years of experience providing student transportation services in grades Pre-K through 8. The transportation manager of the Contractor must have a minimum of three (3) years of experience in student transportation management in Illinois.

Each Bidder should furnish a complete description of its experiences in the field of transportation services. In addition, the following should be included at a minimum:

1. Name and address of the operating company;
2. Name of supervisory management that will be directly responsible for the School District’s transportation services;
3. Address, phone number and specific responsibility for supervisory management. Include detailed resumes, with experience, educational background, and references for each;

4. Duration and extent of experience in the operation of educational transportation services;
5. A list of similar operations and locations where the Bidder is operating in other school districts (give length of time, name, address and telephone number of contact person for each operation);
6. A list of all contracts lost in the last five (5) years, along with an explanation of why the contract was lost;
7. A list of names of all the owners of the company or principals of the corporation if privately held, if publicly traded, please note such; and
8. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract. Staff should include a dispatcher, a liaison and a backup for each of those positions that are dedicated to the School District. These employees shall be issued cellular telephones with text messaging capabilities and their contact information shall be provided to the School District before the first day of services performed under this Contract.
9. A Bid Bond from a qualified surety acceptable to the School District or Bid Security in the form of a certified check in the amount of \$50,000 made payable to "Cass School District 63, DuPage County, Illinois." If the successful bidder refuses to enter into a contract with the School District or fails to furnish the required performance bond, the amount of the Bid Bond or Bid Security will be forfeited to the School District as liquidated damages and not as a penalty. A Bid Bond or Bid Security will be returned to unsuccessful bidders immediately after the contract is awarded.

VI. Bid Specifications

- A. **Number of Attendance Days** – The School District projects 174 student attendance days unless there is an emergency closing of schools due to weather, absence of utilities, etc. (see Exhibit C for school hours and the proposed 2023-24 school calendar). The Board reserves the right to increase or decrease attendance days as may be required by law or as the Board deems necessary.
- B. **Term of Contract** – The term of the Contract will be for three (3) years, beginning on July 1, 2023, and ending on June 30, 2026, covering the 2023-24, 2024-25 and 2025-26 school years. The School District and the Contractor will establish a transition schedule by June 1, 2023. The School District reserves the right to extend the Contract for a maximum term of two years on the same terms and conditions as is set forth herein; provided that, unless the School District agrees in writing to a higher increase, the base rates for the 2026-2027 and the 2027-2028 school years shall not exceed a 5 percent increase from the rates of the previous school year, OR the year to year percentage change for the Chicago-Naperville-Elgin area as measured by the Consumer Price Index for All Urban Consumers

(CPI-U) that occurred in the second preceding calendar year before the new contract year being negotiated, whichever is less.

- C. **Furnishing of Vehicles, Buses and Personnel** – The Contractor shall furnish equipment and personnel sufficient to fulfill student transportation requirements of the School District as may be designated under the Contract by the School District.

The Contractor will provide the required number, type and size of vehicles to fulfill its obligations under the Contract. In addition, the Contractor shall have available buses on hand to meet the School District's charter requirements.

All vehicles operated by the Contractor shall be kept clean and free from all mechanical, operational and structural defects, and under no circumstance shall a vehicle with a reported mechanical or operational defect be used with children aboard.

All school buses will be clearly labeled with the name of the company in accordance with Department of Transportation standards.

Contractor agrees that all vehicles will be not more than one hundred twenty (120) months old at the beginning of every contract year, and that at no time during this contract will the average age of the vehicles used for the District exceed eighty-four (84) months.

The Contractor shall keep enough standby equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns or as required for special uses. To satisfy this requirement, at least one (1) vehicle shall be designated for standby use for every eight (8), or fraction thereof, regular vehicles. The standby vehicles shall include buses, vans, and any other special use equipment in numbers proportionate to that of the regular fleet. Standby vehicles shall meet the same standards as regular route vehicles, including the age of vehicle specifications, unless otherwise agreed to in writing by the School District.

In addition, the School District also requires that the following specifications are met:

1. All front and rear tires must have tread of at least 5/32 and no recaps are allowed.
2. The water, oil, tire pressure, tire conditions, and lights will be checked at least weekly by a transportation garage employee and a log will be kept.
3. The brake adjustments, fluid, and clutch adjustments, will be checked at least weekly by a transportation garage employee and a log will be kept.
4. Each bus shall be cleaned and left in broom swept condition each day.
5. The School District may require the Contractor to disinfect bus interiors to decrease the potential of infectious diseases, at no additional cost to the District.
6. Each bus exterior shall be washed at least once a week, weather permitting.

All costs of equipment repair, maintenance and operation, including fuel shall be the sole financial responsibility of the Contractor.

The School District will not be responsible for financing, holding title to, or licensing any vehicles.

- D. **Inspection** – The Contractor shall ensure that all vehicles used in the completion of the Contract comply with all regulations concerning inspections. Per Illinois law, the Contractor shall have each vehicle inspected every six (6) months or 10,000 miles, whichever comes first, at a State Certified Inspection Station, or at such other times as required by law. The cost of said inspections shall be paid by the Contractor. No vehicle may be used in the transportation of students without first having completed these required inspections. It is further required, upon request, that a copy of the inspection, as provided by the firm approved by the State of Illinois, will be provided to the School District certifying that the vehicle is safe for use. Buses not passing inspections shall not be used until conditions have been corrected. Safety stickers must be displayed at all times.

The School District reserves the right to inspect the fleet and/or equipment and has the authority to require the Contractor to make repairs, replace parts, or replace vehicles if the School District so desires. No vehicle may be used in the transportation of students without first having completed these required inspections.

Each driver shall complete a Daily Pre-trip Inspection Sheet as required by Illinois law and/or regulations and/or the School District and maintain such records for the review of the School District at least every six (6) months or as more frequently required by Illinois law and/or regulations.

- E. **Design** – The design of the school bus and the proposed equipment for the school bus shall be subject to approval by the School District.
- F. **Required Equipment** – All buses shall be equipped with a two-way radio communication system, operative at all times with a full-time base station. The Contractor will operate and maintain the two-way communication so that clear channels are always available in case emergency communication is required. The two-way radio must be turned on and adjusted in a manner that would alert the school bus driver of an incoming communication request. The Contractor shall provide the School District with the means to monitor two-way communications between buses operating the School District's routes and dispatch. The driver shall test the two-way radio daily and ensure that it is functioning properly before operating the bus.

All buses are to be equipped with engine block heaters and electrical plug-ins for winter starting.

All buses must be equipped with a minimum of front and rear interior cameras and the software and access to review footage upon request. The Contractor shall be responsible for training staff on the proper usage of the equipment.

All buses must be GPS equipped and enabled. In addition, the Contractor shall provide a mobile device application to allow for School District personnel to track the location of the bus route at all times.

Contractor must have bus routing and scheduling software to propose routing solutions and share route and scheduling data electronically.

If the Contractor does not have adequate equipment at the time of award of the Contract, the Contractor shall present the School District with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing that all necessary equipment will be supplied, and that all such equipment will be available on-site for use by the Contractor for performance of the Contract at least thirty (30) days prior to the first date that student transportation services are to be provided.

Upon the request of the School District, the Contractor agrees to demonstrate its equipment to the School District. Maintenance records on all vehicles shall be available at School District's request.

The Contractor agrees that all vandalism damages to the Contractor's equipment shall be the responsibility of Contractor. The School District shall endeavor to assist the Contractor with resolution of vandalism problems when student behavior is in question. The School District's responsibility shall extend only to facilitation of parent communication and student discipline.

G. Required Information Related to Buses – No later than July 1, 2023, and by July 1 of each year thereafter during the term of the Contract, the Contractor shall provide the School District with the following information on all vehicles to be used in the transportation of students:

1. Make, model, year and serial number;
2. State license number, municipal vehicle sticker number and safety inspection sticker number;
3. Capacity of vehicle;
4. Ownership of vehicle; and
5. Vehicle maintenance history and past safety inspections upon request.

The Contractor shall provide the same information on any newly acquired buses, and shall update the information on state license, municipal vehicle, and safety inspection stickers whenever this information changes.

H. **Fuel Costs** – The Contractor shall furnish all fuel to be used in its performance of the Contract.

I. **Dispatching Operations** – A full-time operations office shall be maintained by the Contractor to answer telephone inquiries during normal operating hours of 5:30 a.m. to 5:30 p.m. and to ensure the efficient operation of the routes. Telephone equipment shall be operable at all times and provide for easy access by the School District. As road conditions play an imperative role in school operations, on winter weather advisory days (i.e. snow storms, extreme cold or ice storms), the Contractor must ensure contact with the School District’s representative from 5:00 a.m. on to discuss road conditions and the viability of school closures.

The Contractor shall maintain telephone and text messaging communication with the School District’s transportation director, administrators and office staff as needed, and the Contractor must be responsive to telephone calls during the time students are being transported. Cell phone numbers and text messaging capability must be available to the School District at all times. A dispatcher must be present and available at the Contractor’s base of operation until forty-five (45) minutes after the last bus servicing the School District’s routes has completed said routes.

The Contractor shall maintain access to e-mail and text message communications with the School District. Multiple e-mail and text message addresses are to be provided to the School District for transfer of daily information.

J. **Compliance with Section 10-22.34c of School Code** – The Contractor is required to include the following documentation with their Bid submission:

1. Evidence of liability insurance in scope and amount equivalent to the liability insurance provided by the School District (see Insurance section in Bid Specifications);
2. Description of the benefits package for the Contractor’s employees who will perform the Student Transportation Services comparable to the benefits package provided to School District’s employees who perform those services (wages and benefits of School District drivers will be provided at the time of the mandatory pre-bid meeting);
3. List of the number of employees who will provide the Student Transportation Services, the job classification of those employees, and the wages the Contractor will pay those employees;
4. A minimum three-year cost projection, using Generally Acceptable Accounting Principles and which the Contractor is prohibited from increasing if the Bid is accepted by the School District, for each and every expenditure category and accounting for performing the Student Transportation Services; and

5. An affidavit, notarized by the president or chief executive officer of the Contractor, that each of its employees has completed a criminal background check as required by Section 10-21.9 of the *School Code of Illinois* within three 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 Board.

VII. Personnel Requirements

A. General – The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of the School District as specified herein. The School District requires a minimum level of management, supervisory, and technical personnel. At a minimum, the Contractor must employ the following full-time personnel who service the School District:

1. Transportation Manager
2. Assistant Manager
3. Dispatcher
4. Route Coordinator

The School District reserves the right to interview and approve, at its sole discretion, the transportation manager, assistant manager, dispatcher, and route coordinator that initially serve the School District under the Contract. The School District also reserves the right to approve any change of personnel for these four positions. If there is a change in personnel, the School District reserves the right to interview and approve, at its sole discretion any replacement.

The Contractor shall provide timely notice to the School District when a member of the Contractor's management team that deals with the School District is no longer employed by the Contractor or no longer assigned to the School District's account. The transportation manager and/or the assistant manager must be on duty between 5:30 am and 5:30 pm.

The Contractor shall not allow any employee to have contact with students who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Contractor shall make every employee who will have direct daily contact with students available to the School District for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent has contact with students. The Contractor will reimburse the School District for the costs of the checks. The School District must provide a copy of the report to the individual employee but is not authorized to release it to the Contractor.

Additionally, at least quarterly, the Contractor shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

All employees of Contractor that will have direct daily contact with students must provide evidence to the School District of physical fitness to perform the duties assigned and freedom from communicable disease, as required by Section 5/24-5 of the Illinois *School Code* (105 ILCS 5/24-5). Such evidence shall consist of a physical examination by a physician licensed in Illinois or any other state to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant not more than ninety (90) days preceding the employee's commencement of work under this Contract.

The Contractor shall provide the School District with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook.

- B. Drivers** – The Contractor shall be highly selective in the hiring of drivers. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the School District. The School District reserves the right to require the removal or transfer of any driver as determined solely by the School District.

While transporting students, buses shall not be operated by any person other than a licensed school bus driver with a school bus driver permit meeting all requirements for drivers as set forth by the Illinois State Board of Education and the Illinois Secretary of State and the *Illinois Vehicle Code*.

To comply with Section 10-22.34c of the *Illinois School Code*, the Contractor must offer available positions created by the Contract to qualified School District employees whose employment is terminated as a result of the Contract. A list of those employees shall be provided to the Contractor upon acceptance of the Contract.

To comply with Section 10-22.34c of the *Illinois School Code*, the Contract must provide wages and a benefits package to its employees who shall perform the work under the Contract that is comparable to the wages and benefits package offered by the School District to the employees performing the work that shall be done under the Contract. The wages and benefits provided to current drivers by the District will be available at the time of the mandatory pre-bid meeting.

The School District expects that there will be consistency in drivers assigned to routes serviced under the Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.

Drivers and other persons encountering students must be able to communicate effectively in English both verbal and written.

Drivers shall not use or operate personal cell phones or use electronic communication devices or headsets or heads phones while transporting students or while in direct supervision of the students.

Whenever a regular driver is not working because of a planned absence or sick leave of more than two (2) days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver whenever possible.

Each driver assigned to duties in the performance of the Contract must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. The use of any driver under the age of twenty-one (21) years requires the written approval of School district representatives.

The Contractor shall maintain enough substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent.

In the event of the removal or suspension of any driver, the Contractor shall immediately replace the driver without disruption in service and notify the School District.

Drivers shall not use indecent language, shall not use any tobacco products, including vaping devices, on the bus or on School District premises, nor permit students to use any tobacco products, including vaping devices, or cause disturbances on the bus.

Drivers shall always be neatly attired and wear an identification badge. Behavior and communication shall always be professional and appropriate.

All drivers, including substitute drivers, must be thoroughly familiar with the areas and routes the driver covers. Drivers, either regular or substitute, shall have in their possession while driving a route, an up-to-date map of the route and/or drivers directions for the route they are driving, a list of the road hazards along the route, and must clearly display bus numbers in bus windows.

Drivers shall not deviate from the normal route, stops or time schedule except for reasons beyond their control. Deviations shall be reported to the Transportation Manager on the same day, who shall report the same to the School District. Any recommendations for deviations from the normal route must be approved by the School District prior to implementation.

The Contractor shall notify the School District if any driver is cited for any reckless driving offense whether driving a bus or personal vehicle. The Contractor shall not utilize any driver who has ever been convicted of a DUI, reckless driving, or any criminal offense involving children.

Prior to the start of the school year, the Contractor shall provide the School District with a copy of its drug testing policy for drivers, a listing of the School District's assigned bus drivers, including standby drivers, or as requested by the School District. In addition, the Contractor will submit new driver information to the School District prior to the driver start date. The following information for all drivers involved in the Contract under employment of the Contractor will be provided to the School District at least one (1) week prior to the beginning of the school year. Costs relating to licensing and drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor.

1. First, middle, and last name.
2. Valid permit number for drivers of school buses.
3. Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers.
4. Health certificates and date issued.
5. Copies of drivers' licenses.
6. Proof of age.
7. Proof of drug testing.
8. First aid certificate.
9. Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
10. Name of any driver that is ticketed and/or arrested during the term of the Contract.
11. Updated Motor Vehicle Reports (MVR).
12. Documentation of training in Blood Borne Pathogen Training.

C. Training – The Contractor shall make all drivers available for the Contractor paid in-service training a minimum of twice a year, or in accordance with State law. Meetings and agendas shall be jointly planned by the Contractor and the School District. Presentations are intended to include information about the unique needs of the School District's students. One meeting for the School District shall occur before the start of the school year and one meeting for the School District after the first of the year at a mutually agreed upon location. The School District retains the right to design, participate in or authorize any such program prior to implementation. It is the intent of this training to foster positive student and driver relationships.

Evacuation drills will be scheduled by the School District in conjunction with the Contractor at least once a year or in accordance with State law. Bus drivers, students, and transportation supervisory personnel shall participate. The Contractor shall provide the training and staff time to effectively execute these drills. Drills will normally be held on the School District's property during normal school hours. Evacuation time and expenses are to be paid by the Contractor.

All drivers must participate in an orientation session scheduled and conducted on an annual basis by the Contractor as requested by the School District and/or the Contractor

and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.

The Contractor shall administer a safety program for its drivers. This program shall include, but not be limited to, regularly scheduled safety meetings for the Contractor's personnel. A schedule of these meetings will be provided to the School District.

VIII. Safety and Discipline

Students shall be transported to and from school regularly, promptly, safely, and without interruption or incident and the safety of the children shall take precedence. It shall be a primary obligation of the Contractor to operate its affairs so that the School District will be assured of this continuous and reliable service. It is the driver's responsibility to ensure a safe environment during the transportation process.

The driver has the responsibility to supervise the students while on the route. It shall be the driver's responsibility for maintaining appropriate discipline while on the route. Incidents of inappropriate behaviors should immediately be reported in writing using a Bus Conduct Report to the Principal at the respective school of the School District. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus, the driver shall stop the bus and take whatever emergency action (if any) is reasonably necessary to ensure the safety of the passengers. As soon as reasonable thereafter, the driver shall report such occurrence to the Contractor's central dispatch. Final authority in matters of discipline shall rest with the School District.

All problems dealing with student safety and discipline that are beyond the driver's immediate ability to solve should be reported to the school office or appropriate building administrator.

The driver shall, within twenty-four (24) hours of any disciplinary incident, advise the appropriate school administrator or designee of all serious misbehavior on the bus and shall assist the administration in obtaining whatever information is desired for each incident.

Drivers are expected to follow all instructions, rules and regulations for proper discipline and safe operation of buses as outlined by the Illinois School Bus Transportation manual.

While transporting students, drivers shall not leave the vehicle unattended.

Unless otherwise agreed to in writing by the School District or required by Illinois law, drivers shall not be permitted to transport their own children on a bus unless the child is enrolled in the School District and is assigned to that particular bus run or route.

No unauthorized persons shall be allowed in any vehicle while it is engaged in transporting students; however, the School District reserves the right to have an authorized School District

employee ride on any vehicle on any route, without prior notice to the Contractor. Rides by parents for personal reasons are expressly forbidden.

Drivers shall not permit more passengers to occupy the bus than there are seats available and shall not permit passengers to stand or sit on the floor while the bus is in motion.

All buses operated for the School District must be a smoke-free environment.

Buses will not be fueled while students are on board.

All buses are to be checked at least one (1) hour prior to departure each day school is in session, as well as after each route or run and after each substitution of drivers.

Before exiting the bus, the school bus driver shall at the end of each route, each work shift, and each work day, walk to the rear of the bus and check the bus for children or other passengers in the bus, lost belongings, and damage to property. The driver shall activate the interior lights of the bus to assist the driver in seeing in and under the seats during a visual check of the bus.

IX. Service Requirements and Conditions

A. **School Calendar** – All transportation will be in accordance with the School District calendar including provisions for holidays, institute days, early dismissal for in-service training, beginning time for the school day and ending time for the school day.

By April 1st or soon thereafter of each year of the contract, the School District shall furnish the Contractor with a tentative calendar for the following year. Subsequent changes to the School District's calendar will be furnished to the Contractor in a timely fashion. The 2023-24 school year calendar is found under Exhibit C.

B. **Pick Up and Delivery of Students** – Students will be picked up and delivered to the same location unless directed otherwise by school district administration. No change in place of pick-up or drop-off for any student shall be affected without notice to and approval from the School District administration. Any deviation from this procedure must have the approval of the School District.

Students are to be delivered to school no earlier than ten (10) minutes and no later than five (5) minutes prior to the start of the school day unless other arrangements are mutually agreed upon between the Contractor and the School District. Buses shall be scheduled, when possible, to arrive at the schools no less than five (5) minutes prior to dismissal and shall depart as soon as all students have boarded the bus, delivering passengers to their respective bus stops within the times set forth above. Drivers shall not leave bus stops (student loading areas) prior to the scheduled time of departure. The Contractor must

contact the school office or appropriate administrator when routes are more than five minutes late.

By 9:00 a.m. on the school day prior to a field trip or athletic bus run, the Contractor is required to provide electronic confirmation to the School District's designated personnel confirming the number and types of buses to be utilized for such trips to enable the School District personnel to confirm that the Contractor's plans will meet the School District's needs. The Contractor shall make every effort to have sufficient buses on hand to provide field trip service for the School District for trips that are scheduled to arrive back to the school by the time of dismissal.

- C. **Display of Route Number** – The Contractor shall display on each bus a clearly visible route number or a numbering device on the side window next to the front door.
- D. **Designated Students** – Only students designated by the school office or appropriate administrator may be permitted to ride on buses operated by the Contractor under the Contract. Under no circumstances may a driver refuse to transport a student without express consent from the school office or appropriate administrator. The School District will advise the Contractor regarding specific guidelines for student ridership.
- E. **Adds and Drops** – The School District shall provide information on children added or dropped from transportation to the Contractor in separate communications. Add(s) or drop(s) to bus routes will be implemented by the Contractor no later than three (3) school days following notification from the School District.
- F. **No Vehicle Transfers** – No student will be transferred from one vehicle to another while en route to or from school without the expressed permission of the School District's administration. The only exception to this rule will be a vehicle breakdown situation.
- G. **Vehicle Break Downs** – If during normal school hours a bus breaks down or cannot be safely or legally operated, another bus will be brought to the driver within twenty (20) minutes of the occurrence of the breakdown. The driver must immediately notify dispatch of any vehicle breakdowns to effectuate this plan. The Contractor shall keep sufficient standby vehicles to enable the Contractor to meet this requirement. The Contractor shall also notify the School District contact by phone and text message. The School District shall provide annually a list of the School District contacts to the Contractor.
- H. **Accidents** – In the event of an accident where the driver is in part or in whole responsible for the accident, a substitute driver and bus must be provided to comply with the State Mandate of testing the driver under the Implied Consent Statutes. The driver must immediately notify dispatch of any vehicle accidents to effectuate this plan. Should any accident occur involving a bus assigned to the School District, with or without students on board, the Contractor will immediately notify the School District and follow the established accident procedures, including calling 911 and contacting the necessary emergency

personnel. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident.

- I. **Emergencies and Evacuations** – In an emergency closing, the Contractor will follow instructions from the School District administration and shall provide the required transportation for an emergency closing after the School District's request. The Contractor shall not receive additional compensation for operation during emergency closings. Emergency procedures will be reviewed each year by the School District administration and the Contractor before publication to schools and parents. The Contractor will work with the School District to create an emergency plan describing the actions the driver will take should a bus accident occur.

The Contractor will work with the School District in all matters concerning emergency school evacuations, lock downs, and relocation of students via transportation to alternate locations. It is the Contractor's responsibility to in-service all drivers regarding the emergency plan. A copy of the plan shall be maintained in each vehicle.

Updated emergency data on the students being transported in any vehicle will be required to be available at the operating base.

- J. **Service Interruption** – The Contractor acknowledges that the transportation of the School District's students is vital to its educational mission. In the event the Contractor is unable to provide the required services by reason of work stoppage, labor shortage or any other event or circumstance, the School District shall maintain the right to secure and substitute other transportation services.

For each day that the School District secures other transportation services because the Contractor is unable to provide the required services, the School District shall receive a full day credit against the fees due the Contractor.

If necessary to reschedule the days lost because of the Contractor's failure to perform, the Contractor shall provide bus service in accordance with the Contract for each day rescheduled at no additional cost to the School District.

- K. **Postponement or Cancellation of Bus Routes** – In the event of severe weather conditions, snow or other inclement weather which creates hazardous driving conditions, the Contractor shall have the responsibility to inspect the conditions of roads on the designated routes and to recommend to the School District's Superintendent or designated representative whether the buses can be operated safely prior to 5:00 a.m.

The School District's Superintendent or designated representative shall then decide whether to alter, postpone or cancel bus routes or schedules. The School District reserves the right to change route times as determined by the Superintendent or designated representative.

The School District shall make the daily, regular rate of pay to the Contractor for any school closure or e-learning day if such closure precludes the Contractor from performing its regularly scheduled duties and employees would have reported for work but for the closure. The Contractor's employees who provide transportation to the School District shall be paid their daily bid package rates and benefits as defined by their local operating agreements or collective bargaining agreements. The requirements of this paragraph do not apply if the day is rescheduled and the employee will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered.

- L. **Management Review Meetings** – The School District reserves the right to call quarterly management review meetings between the Contractor's senior management and the School District to review ongoing operational performance.

X. Routes and Schedules

- A. **Development of Routes** – The current routes for the School District are not public information and will be provided to bidders as Exhibit D at the required pre-bid meeting. The Contractor and the School District shall jointly develop all schedules and routes based on stop and rider information provided by the School District whenever requested. Routes shall be designed to provide one-way transportation riding time normally not to exceed forty-five (45) minutes, unless otherwise agreed upon by the School District. The Contractor agrees that information is not to be shared with anyone unless the School District agrees in writing to such disclosure. All schedules and routes are subject to approval by the School District. Final determination of the routing rests with the School District. The Contractor will supply the School District with a written summary that details their route scheduling competencies and proficiencies as well as a timeline of preparedness details for the first day of school. The Contractor will identify to the School District their intent to operate these routes as unpaired routes or paired routes with those of another school district, which paired routes with another school district shall be subject to the School District's written approval.
- B. **Establishment of Routes** – Preliminary routes shall be established no later than July 15 of each school year. Final routes shall be established no later than fourteen (14) days prior to the first day of student attendance. After schedules are established, the Contractor shall ensure that all buses will meet the schedules to avoid disruption at the student's home and at school.
- C. **Changes to Routes** – Out of necessity, many students are added to programs after the initial data is submitted. Up to three (3) school days advance notice shall be given for the addition of students, changes in pick up or drop off locations or any contemplated route changes by either party to the Contract. The Contractor will agree to establish new routes and accommodate new students within three (3) school days of being advised of any new students. All changes are subject to the approval of the School District. The Contractor shall attempt to minimize the costs to the School District by revising routes to require the

minimum number of vehicles. The Contractor is encouraged to review on an ongoing basis, established routes, stops and times and make suggestions which may result in more efficient service to the students. The School District retains the right to increase or reduce the number of routes.

- D. **Recommended Changes** – The final established bus routes will be followed exactly by the bus driver. Any changes that are presented to a driver by a parent or member of the community will be referred to the School District. The driver shall not negotiate with parents or make negative comments to parents regarding routes or route changes.
- E. **Route Sheets** – Upon the approval and establishment of all routes prior to the start of the school year, the Contractor will supply the School District with route sheets, at least one (1) week prior to the opening of school. School District programs may start on varying schedules. Route sheets must indicate the route number, the name of each student riding the route, the departure time of the bus, the pickup time and bus stop location for each student and drop off time and bus stop location for each student, and the return time of the bus. A full updated set of route sheets will be provided to the School District upon request and, if requested by the School District, shall be provided in an electronic format. Decisions involving the amendment of a route will be done only with the approval of the School District.
- F. **Ridership Reports** – The Contractor shall submit to the School District as requested a ridership report indicating the seating capacity of the vehicle serving the route and the number of students entering the vehicle at each pick-up point for each route. The purpose is to make sure routes are balanced in terms of time, numbers of students and general efficiency.
- G. **Dry Runs**. Prior to the first day of school each year, the Contractor shall conduct at least two (2) dry runs of all routes with no students. The driver assigned to the route shall perform the dry runs and these will be accomplished at no cost to the School District. Each time a new driver is assigned to a route the newly assigned driver shall dry run the route at least twice. The dry run will not be required for standby drivers who cover a route for the regularly assigned driver, unless requested in advance by the School District.
- H. **Review for Hazards** – As recommended by the Illinois State Board of Education, all bus routes should be reviewed by the Contractor twice a year for hazards. The Contractor will review all routes according to Illinois State Board of Education guidelines and report findings to the School District.
- I. **Bidder Awareness of District Expectations and Practices** – Every community is unique and following are several key issues that are important to the District:
 - 1. The safety of every student will always be the highest priority of the relationship between the Contractor and the School District and this can never be compromised.

2. Regular morning and afternoon routes within the School District's boundaries should generally not exceed forty-five (45) minutes of ridership. The School District administration will be notified of routes that require ridership of more than 45 minutes.
3. Junior high students often carry musical instruments and other equipment which may preclude the bus from achieving maximum posted capacity.
4. Some students may have different addresses for pickup and drop off. The School District administration will notify the Contractor when this is necessary.
5. The School District picks up and drops off students in most neighborhoods, including some who live less than 1.5 miles with no safety hazards.
6. Most students cannot be left alone and should be released only to a parent or other responsible adult. There will be times when no one is home to receive a child at drop off, and the student may need to be transported back to the originating school. Under no circumstances should students younger than second grade be dropped off without a responsible person to receive the student.
7. Car seats, harnesses, and seat belts may be needed at times for certain students. Contractor should have such equipment available when needed.
8. The school district currently maintains five (5) regular morning and afternoon routes, on which the bid award will be based. The district is also requesting alternate bids for morning Encore, preschool mid-day and extracurricular routes.

XI. Award of Bid

A Contract, if awarded, will be awarded by first considering the Bidder most able to provide safety and comfort for students, stability of service, and any other factors set forth in this request for bids regarding quality of service, and then price. The successful bidder agrees to execute a contract in the form of the contract attached as Exhibit K, with no changes or conditions, unless modified by the Board via addendum prior to the close of bidding.

The Board reserves the right to reject any or all bids received whenever such rejection is in the best interest of the Board and reserves the right to waive any irregularities. The Board also reserves the right to reject the bid of a Bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the Contract.

The following qualifications will be considered by the Board to determine the Contractor's responsibility:

1. Stability of service and record of safety;

2. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements for the School District or any other school district in rendering past services;
3. The experience and efficiency of the Contractor;
4. The sufficiency of the financial resources and the ability of the Contractor to perform the Contract and provide the services;
5. The quality, availability, and adaptability of the equipment, or contractual services, to the particular use required;
6. The condition of and/or availability of the equipment to be used by the Contractor;
7. The ability of the Contractor to provide maintenance and service in the performance of the Contract;
8. The location of the Contractor's facilities for housing and servicing transportation vehicles;
9. The ability of the Contractor to recruit, train, and supervise the personnel necessary to fulfill the Contract;
10. The quality of references from previous contracts or services; whether with the School District or another organization;
11. The compliance by the Contractor with laws, ordinances, and policies; and
12. Such other information as may be secured by the School District that bears on the decision to make the award.

XII. Deductions of Services Not Provided

The Contractor selected agrees that the highest standards of delivery service are expected to be provided to the School District at all times during the term of the Contract.

The School District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of the Contract for its failure to provide such services. By accepting the Contract, the Contractor agrees that it is being compensated to provide all of the services required in these Bidding Documents and that when it fails to comply with the terms and conditions of the Bidding Documents the School District is paying for services not provided. Accordingly, in the event the Contractor commits any of the specific service infractions listed below, it agrees that as

liquidated damages and not as a penalty, the sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.

In agreeing to the deductions below, the School District and the Contractor acknowledge that it difficult to determine with certainty the costs incurred by the School District for the Contractor's infractions below and the Contractor agrees and accepts that the deductions are a fair and reasonable estimate as to the damages incurred by the School District for each identified infraction.

Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided that the Contractor provides reasonable notice to the School District.

1. Late morning drop off at school more than five minutes after final bell: 50 percent of route cost per occurrence.
2. Late afternoon arrival at school after dismissal bell: 50 percent of route cost per occurrence.
3. GPS or camera system non-operational: 50 percent of route cost per occurrence.
4. Failure to stop at train tracks, stop signs, speeding or other serious traffic violations: 100 percent of route cost per occurrence.
5. No service of a regularly scheduled route: 100 percent of route cost per occurrence.
6. Leaving a child on a bus after the Contractor has completed the last stop: \$5,000.00 per occurrence.

Exhibit A – Official Bid Form and Calculation Sheet

Bid To: Cass School District 63 Board of Education

Bidder Name: _____

Contact Person: _____

Address/Phone: _____

TOTAL BASE BID

\$ _____ 3-Year Total Cost for All Regular Education Routes
(see bid calculation sheet on the following page)

Alternate Bids*

\$ _____ Daily Rate for Concord Preschool Mid-Day Routes (2 Buses)

\$ _____ Daily Rate for Cass Morning Encore Routes (2 Buses)

\$ _____ Daily Afterschool Extracurricular Activities (Per Route, 1 Bus)

* Alternate bids are not required to be submitted.

We agree to the following:

- A. To hold this bid open for sixty (60) days after the bid opening.
- B. That we have carefully examined all bidding documents including: Bid Instructions, Bid Specifications, Public Notice, General Conditions and all exhibits attached thereto, Certification Form, Contractor Qualification Statement, and Bid Form and all other bid documents referred to herein or contained in the above.
- C. To enter into and execute with the School District if awarded on the basis of this bid.
- D. To furnish insurance required by the Bid Documents.
- E. To provide services and equipment in accordance with the contract and bid documents.

CERTIFICATION: We hereby certify and affirm that our proposal was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. The bidder further certifies that they are not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid-rotation under Article 33E of the *Criminal Code of 2012*.

Corporate Name: _____

Signature, Title
and Date Signed: _____

Bid Calculation Sheet

A. Regular Student Transportation 2023-24 School Year			
Route	Daily Rate	School Days	Total
Regular AM and PM Route 1		174	
Regular AM and PM Route 2		174	
Regular AM and PM Route 3		174	
Regular AM and PM Route 4		174	
Regular AM and PM Route 5		174	
A. Total 2023-24 School Year Cost			

B. Regular Student Transportation 2024-25 School Year			
Route	Daily Rate	School Days	Total
Regular AM and PM Route 1		174	
Regular AM and PM Route 2		174	
Regular AM and PM Route 3		174	
Regular AM and PM Route 4		174	
Regular AM and PM Route 5		174	
B. Total 2024-25 School Year Cost			

C. Regular Student Transportation 2025-26 School Year			
Route	Daily Rate	School Days	Total
Regular AM and PM Route 1		174	
Regular AM and PM Route 2		174	
Regular AM and PM Route 3		174	
Regular AM and PM Route 4		174	
Regular AM and PM Route 5		174	
C. Total 2025-26 School Year Cost			

GRAND TOTAL BASE BID*	
GRAND TOTAL A+B+C COST*	

*Grand total cost for the three years (A+B+C) should be entered in Exhibit A.

Exhibit B – School District Boundary Map

The general district boundaries are within the area bordered in blue.

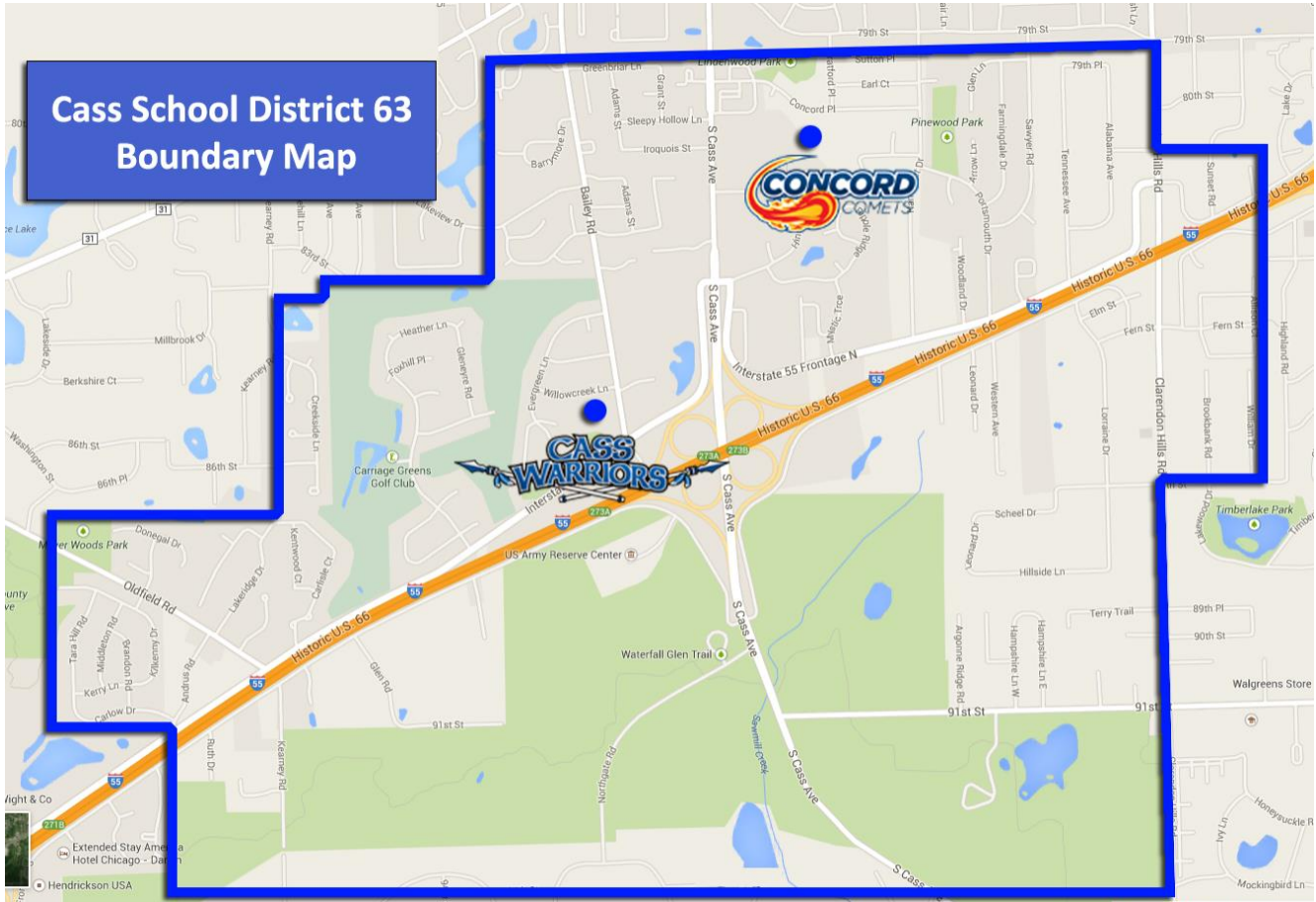


Exhibit C – Schools, Locations, and Hours

Concord Elementary School

Grades PreK – 4
1019 Concord Place
Darien, Illinois 60561

Bus Drop Off Time Range: 7:45 – 7:55 a.m.
School Day Begins: 8:00 a.m.
Bus Pick Up Arrival Range: 2:30 – 2:40 p.m.
School Day Ends: 2:45 p.m.

Alternate Concord Mid-Day Route:

Two buses run four short preschool routes from approximately 10:30 a.m. – Noon

Cass Junior High School

Grades 5 – 8
8502 Bailey Road
Darien, Illinois 60561

Bus Drop Off Time Range: 8:30 – 8:40 a.m.
School Day Begins: 8:45 a.m.
Bus Pick Up Arrival Range: 3:15 – 3:25 p.m.
School Day Ends: 3:30 p.m.

Alternate Morning Junior High Encore Route:

Two buses run two zero-hour routes from approximately 6:45 – 7:15 a.m.

Exhibit D – 2023-24 School Calendar



2023-24 School District Calendar

Cass School District 63

Approved 2-21-2023

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 O	15 I	16 I	17 F	18	19
20	21	22 P	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4 H	5	6	7	8 E	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6 E	7
8	9 H	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31 E				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 C	21 C	22 X	23 H	24 X	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21 E	22 X	23
24/31	25 H	26 X	27 X	28 X	29 X	30

IMPORTANT DATES

August 14
Parent-Student Orientation Day
August 15 & 16
No School - Staff Institute Days
August 17
First Day of Student Attendance (K-8)
August 22
First day of Student Attendance (PreK)
September 4
No School - Labor Day
September 8
Early Release - School Improvement Day
October 6
Early Release - School Improvement Day
October 9
No School - Columbus Day and Indigenous Peoples' Day
October 31
Early Release - School Improvement Day
November 3
End of 1st Trimester
November 20-21
No School - Parent-Teacher Conferences
November 22 - 24
No School - Thanksgiving Break
December 21
Early Release - School Improvement Day
December 22 - January 5
No School - Winter Break
January 8
No School - Staff Institute Day
January 15
No School - Martin Luther King Holiday
January 26
Early Release - School Improvement Day
February 16
Early Release - School Improvement Day
February 19
No School - Presidents Day
February 29
End of 2nd Trimester
March 1
No School - Teacher Institute
March 22
Early Release - School Improvement Day
March 25 - March 29
No School - Spring Break
April 1
No School - Local School Holiday
April 26
Early Release - School Improvement Day
May 10
Early Release - School Improvement Day
May 17
Last Day of Student Attendance (PreK)
May 24
Early Release - Last Day of School (K-8)

JANUARY

S	M	T	W	T	F	S
	1 H	2 X	3 X	4 X	5 X	6
7	8 I	9	10	11	12	13
14	15 H	16	17	18	19	20
21	22	23	24	25	26 E	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16 E	17
18	19 H	20	21	22	23	24
25	26	27	28	29		

MARCH

S	M	T	W	T	F	S
					1 I	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22 E	23
24/31	25 X	26 X	27 X	28 X	29 X	30

APRIL

S	M	T	W	T	F	S
	1 X	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26 E	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10 E	11
12	13	14	15	16	17 P	18
19	20	21	22	23	24 L	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

Calendar Legend

Bold	Student Attendance Days
E	Early Release Days (Concord 11:15 a.m. and Cass 12:00 p.m.)
O	Parent-Student Orientation
F/L	First and Last Day of School

I	No School - Institute Day
H/X	No School - Holiday or Not in Attendance
C	No School - Parent-Teacher Conferences
P	First and Last Day of Prekindergarten

Student Attendance Schedules
Concord Elementary School (K-4)
8:00 a.m. - 2:45 p.m.

Concord Elementary School (PreK)
8:00-10:45 (for AM) 12:00-2:45 (for PM)

Cass Junior High School (5-8)
8:45 a.m. - 3:30 p.m.

Exhibit E – Current Routes

Current routes are not public information and will be provided to bidders at the required pre-bid meeting.

Exhibit F – Addenda Receipt

The receipt of addenda number(s) ___ through ___ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final bid and contract.

CONTRACTOR

DATE

Exhibit G – Insurance and References

Insurance

Bidder's insurance companies that will cover the Contract.

Company Name	Address	Type of Insurance

References

Bidder is in the process of supplying transportation to the following School Districts at the present time.

Company Name	Address	Phone

Other School Districts

Bidder has supplied transportation to the following School Districts during the past five (5) years.

School District Name	Address	Phone

Exhibit H – Certificate of Eligibility to Bid

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the *Criminal Code of 2012*, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)

Name of Bidder (Please Print)

Submitted by

Title

Date

**Exhibit I – Certifications of Compliance with the Illinois
Drug-Free Workplace Act**

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

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

Exhibit J – Certificate Regarding Sexual Harassment Policy

The undersigned, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 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) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of Bidder (Please Print)

Submitted by (Signature)

Title

Date

Exhibit K – Equal Employment

The undersigned hereby certifies that the Bidder is in compliance with the *Illinois Human Rights Act* (775 ILCS 5/2-105).

Name of Bidder (Please Print)

Submitted by

Title

Date

Exhibit L – Draft Form Contract

Contract for Transportation Services

THIS CONTRACT is made as of the effective as set forth in Section 16 of this Contract by and between _____, (“Contractor”), and the Board of Education of Cass School District 63, DuPage County, Illinois (“Board”), as follows:

1. **Scope of Services**. The Board retains Contractor to provide regular education transportation services and transportation equipment, as more fully described in the attached Bidding Documents, in accordance with Contractor’s Bid Proposal for the 2023-2024, 2024-2025, and 2025-26 school years, with an option for the Board, at its sole discretion, to renew the Contract for the 2026-2027 and 2027-2028 school years, and Contractor agrees to provide the services and equipment specified in the Bidding Documents.
2. **Bidding Documents**. The Bidding Documents defined as the Invitation to Bid and Bidding Requirements for Cass School District 63, DuPage County, Illinois, including Public Advertisement for Bids, General Conditions, Qualifications for Bidders, Bid Specifications, Personnel Requirements, Safety and Discipline, Services Requirements and Conditions, Routes and Schedules, Award of Bid, Deductions for Services Not Provided, and all attachments, exhibits, and addenda thereto, and the Contractor’s Bid Form and Bid Calculations Sheet are incorporated into and made a part of this Contract (the aforementioned documents and this Contract are collectively referred to as the “Contract”).
3. **Fees**. Contractor shall charge the School District the rates provided in its Bid Form and Calculations Sheet that specifically relate to the transportation services provided to the School District.
4. **Term**. The term of this Contract will be for three (3) years, beginning on July 1, 2023, and ending on June 30, 2026. The School District reserves the right to extend this Contract for a maximum term of two years on the same terms and conditions as is set forth herein subject to the price increases outlined in the Bidding Documents.
5. **Status as Independent Contractor**. Contractor and the Board are independent of one another, and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Contract.

6. **Insurance.** Within fourteen (14) days after signing this Contract below, the Contractor shall provide the Board with original signed certificates of insurance showing that the coverage required in the Bidding Documents is in effect.

7. **Applicable Laws.** The Contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect. Failure of the Contractor to be in compliance with this Section shall be cause for the Board to immediately terminate the Contract.

8. **Notice.** All notices required or permitted to be given under this Contract shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Contract, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the School District shall be addressed to, and delivered at, the following address:

Mark R. Cross, Superintendent
Cass School District 63
8502 Bailey Road
Darien, Illinois 60561

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

9. **Calendar Days.** Unless otherwise provided in this Contract, any reference in this Contract to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Contract falls on a Saturday, Sunday, federal, State, or School District holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, federal, State, or School District holiday. For purposes of this Contract, the School District's summer break shall not constitute a "School District holiday."

10. **Provisions Severable**. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

11. **Binding Effect of Contract**. This Contract shall inure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind the Contractor, its agents, representatives, successors and assigns.

12. **Complete Understanding**. This Contract and the Bidding Documents set forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, express or implied, between them other than as herein set forth. If there are any conflicts between the terms of this Contract with those of the Bidding Documents or the Contractor's Service Proposal, the terms of the Bidding Documents shall control over this Contract and the Contractor's Service Proposal. The Bidding Documents and the Contract shall control over the terms of the Contractor's Service Proposal.

13. **Assignments**. This Contract shall not be assigned or any part of the same subcontracted without the written consent of the Board, which shall not be unreasonably withheld or delayed, but in no case shall such consent relieve the Contractor from its obligations, or change the terms of the Contract.

14. **No Waiver**. The failure of either party to insist upon the performance of any of the terms and conditions of this Contract, or the waiver of any breach of any of the terms and conditions of this Contract, shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no waiver had occurred.

15. **Amendments**. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

16. **Governing Law**. This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Lake County, Illinois, or the federal district court for the Northern District of Illinois.

17. **Effective Date**. This Contract shall be deemed dated and become effective on the date the last of the parties executes the Contract as set forth below.

18. **Damages.** Notwithstanding anything in the Contract to the contrary, nothing in this Contract shall be interpreted to limit the damages recoverable by the School District, specifically including, but not limited to, the provisions of Section X of the Bid Documents. The School District shall be entitled to recover any and all damages available to it under the law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

<p>CONTRACTOR</p> <p>By: _____ Its: _____ Date: _____</p> <p>ATTEST:</p> <p>By: _____ Its _____</p>	<p>BOARD OF EDUCATION OF CASS SCHOOL DISTRICT 63, DUPAGE COUNTY, ILLINOIS</p> <p>By: _____ Its Board President Date: _____</p> <p>ATTEST:</p> <p>By: _____ Its Secretary</p>
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Exhibit M – Acknowledgement of Submission

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies, on behalf of the Bidder, that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and all Exhibits. If the Board of Education chooses to accept this bid proposal, the Bid Documents and Exhibits will be incorporated into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this bid proposal. The undersigned acknowledges that its bid shall be valid for a minimum period of sixty (60) days after the bid opening.

Name of Bidder

Signature

Address

Title

Phone Number

Date