

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

REQUEST FOR BID
SPECIAL EDUCATION TRANSPORTATION SERVICES
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, ILLINOIS

Instructions	Page 2
General Conditions	Page 4
Qualifications for Bidders	Page 14
Bid Specifications	Page 15
Personnel Requirements	Page 21
Safety and Discipline	Page 25
Service Requirements and Conditions	Page 27
Routes and Schedules	Page 30
Award of Bid	Page 32
Penalties	Page 35
Exhibits A-K	Exhibits Begin on Page 36

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

**REQUEST FOR BID
SPECIAL EDUCATION TRANSPORTATION SERVICES**

INSTRUCTIONS

The Board of Education of Evanston Township High School District No. 202, Cook County, Illinois (hereinafter referred to as the "Board of Education", the "Board" or the "school district"), will receive bids for transportation services for special education students. An award, if made, will be in accordance with the Award of Bid section of this Request for Bid. Once a successful bidder or bidders are identified, the Board intends to award a contract to that same contractor for the price bid. All bids must be submitted no later than April 13, 2017, at 10:00 a.m. to room H-108, at which time they will be opened and read aloud at Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois. Bidders interested in attending the bid opening should arrive prior to that time at Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois.

Bids are to be addressed to:

Ms. Kimberly M. Henry
Evanston Township High School District No. 202
Room H-108
1600 Dodge Avenue
Evanston, Illinois 60201

If you have questions regarding this Bid please call Ms. Kimberly M. Henry, (847) 424-7311.

The Bid is to be enclosed in a sealed opaque envelope clearly marked, **"Original Sealed Bid for Transportation Services for Special Education Students."** It is the bidder's responsibility to ensure that the bid is delivered to the correct room. The district will not be held responsible for bids that are delivered to any area of the building other than the room specified for submittals.

Bidders may submit a bid for any of the following areas of the special education student transportation contract. ***Please indicate a discount in percentage for award of contract portions awarded to a sole vendor.***

- (1) COOPERATIVE EDUCATION (**TRANSITION HOUSE**) – students are picked up from their homes in Evanston and transported to 1724 Lemar St., Evanston, IL.
- (2) SPECIAL EDUCATION ATHLETIC EVENTS TRANSPORTATION - on an "as ordered" basis
- (3) "IN-DISTRICT" SPECIAL EDUCATION TRANSPORTATION - from student's home in District 202 to Evanston Township High School and return at the end of the school day
- (4) "OUT-OF-DISTRICT" SPECIAL EDUCATION TRANSPORTATION - from student's home in District 202 to school within Chicago/near suburbs area and return at the end of the school day

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

The School Board reserves the right to reject any, all or part of the 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

GENERAL CONDITIONS

1. Bidding Documents. Bidding documents may be obtained from:

Ms. Kimberly M. Henry
Evanston Township High School District No. 202
1600 Dodge Avenue
Evanston, Illinois 60201

The Bidding Documents consist of the following:

- a. Instructions
 - b. General Conditions
 - c. Qualifications For Bidders
 - d. Bid Specifications
 - e. Personnel Requirements
 - f. Safety and Discipline
 - g. Service Requirements and Conditions
 - h. Routes and Schedules
 - i. Award of Bid
 - j. Penalties
 - k. Exhibits A-K
2. Submission and Required Submittals. Each bidder (hereinafter the “Bidder” or the “Contractor”) must submit its bid on the forms provided with these specifications. Bids shall be in a sealed opaque envelope properly marked with the title of the bid **“Original Sealed Bid for Transportation Services for Special Education Students”** date and time of opening, and delivered to Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois, on or before April 13, 2017, at 10:00 a.m. Bids must contain the following:
- a. Signed bid documents, exhibits, and certificates.
 - b. A certified check or bid bond equal to ten percent (10%) of the value of the bid for the first year from a surety company with at least an “A” rating in Best’s Key Rating Guide.
 - c. Written evidence that (i) the Bidder has a minimum of five (5) years’ experience operating buses and transporting special education public school children enrolled in grades K through 8 and (ii) its transportation manager has a minimum of five (5) years’ experience in pupil transportation management in the State of Illinois.
 - d. Documentation confirming that the bidder will be able to provide service by the day following the end of the 2017 extended school year with specialized vehicles having an average age of no more than eight years with no vehicle older than 12 years. Detailed information including but not limited to the vehicle identification number and the date of the last safety inspection for each bus proposed for service of this contract must be submitted to support this requirement. In the event of a breakdown or emergency, standby vehicles in good working condition must be maintained and available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable. In the event that vehicles will be purchased to

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- provide service for this contract, the proposed financing plan may be requested by the school district.
- e. 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.
 - f. Written evidence establishing the financial stability of the Bidder, which shall include three (3) copies of the most current audits and management letters as well as a letter from a bank or banks stating the financial condition of the Bidder.
 - g. The safety record of the Bidder, including a report describing the Bidder's safety program and safety experience.
 - h. Three references from Illinois school districts.
 - i. A summary list of all pending litigation including bankruptcy proceedings, decrees, and judgments entered for or against the bidder over the last ten (10) years. A school district may request additional information.
 - j. Age of buses to be utilized for the transportation services.
 - k. Ability to provide cameras with audio on buses.
 - l. Insurance certificates in accordance with the requirements provided herein.
 - m. Written evidence that the Bidder will be able to obtain the performance bond required herein.
 - n. Location of a facility from which the Bidder will operate.
 - o. Statement of ownership acknowledging that Bidder owns or leases all of its buses.
 - p. Description of Bus Maintenance Program.
 - q. Additional Driver Policy and Procedures.
 - r. 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.
 - s. Other items listed under Qualifications for Bidders
3. Signing Bids. 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.
4. Late Bids. No bid received after the date and time specified will be considered. The Bidder assumes the risk of delay in the handling or delivery of mail.
5. Preparation of Bids. All bids shall be submitted with each space properly completed. The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and Bidders will be held strictly to the bid 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 oral, telephonic, 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 documents, or be in doubt as to their meanings, the Bidder shall advise the Evanston Township High School District No. 202 representative listed above who will issue the necessary clarification to all prospective bidders by means of a written addenda. Oral explanations will not be binding. All bids submitted shall be valid for a minimum period of 90 days after the bid opening.
6. No Modifications. Unless the Bidder so indicates, it is understood that the Bidder has bid in strict accordance with the specification requirements. In accordance with Illinois law, once the bids are opened,

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

such bids may not be modified in any way without written approval. Any explanation or statement, which the Bidder wishes to make, must be placed in the same envelope with the bid but shall be written separately and independently of the bid and attached thereto. Any deviations should be included with Exhibit I of these Bid Documents.

7. 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 accordance with the specifications.
8. No Gratuity to School District Employees. No employee of the school district is to be extended any form of gratuity in connection with the Contract.
9. School District Ability to Investigate. The school district will make such investigation as necessary to determine the ability of the Bidder to fulfill bid requirements. Representatives from the school district reserve the right to inspect the company's facilities and other transportation operations under its management prior to any award of the Contract at the expense of the Bidder.
10. 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 written approval of the Board of the school district having first been obtained. 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.
11. Independent Contractor. The Contract is for furnishing special 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.
12. Compliance with all 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.

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 Section, 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

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

Standards for School Buses, the Cook 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 Section 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 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 140/5-1 et seq.; 5 ILCS 140/7(2). The Contractor shall immediately provide the school district with any such records requested by the school district in order 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.

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 Contractor and will not be copied, used or disclosed by Contractor for any purpose. Contractor shall, as soon as possible, make the relevant 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, Contractor agrees to promptly return to the school district any and all school student records and personally identifiable information in 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.

13. **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

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

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 and billing records and examine the reporting records. Any excesses in charges 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.

14. Payments. Payments are approved by the Board of Education at their respective Board meetings each month provided that the said service has been properly provided and accepted by the Board of Education.

The school district shall be responsible for payment to the Contractor for only those special education and activity routes which are actually operated, with the timely submission of invoices.

In accordance with Board of Education approval, monthly invoices will be paid based on an audit of students traveling and actual services provided for the prior month and in accordance with the Illinois Prompt Payment Act (50 ILCS 505/1). Format of the detailed billing statement will need to be agreed to by the school district.

All parking fees and tolls on activity runs shall be reimbursed by the school district.

15. 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 execution of the work. The Contractor shall not include taxes in its quotations, which the school district is not subject to; such as, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

16. Insurance and Indemnification.

- a. Insurance Coverage.

The Contractor shall carry, pay for, and keep in force, with insurance companies rated A VII or better by Best's Key Rating Guide the coverages provided below. Such insurance shall name the school district as an additional insured on a primary and noncontributory basis on

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

general liability and automobile liability and, in addition, such coverage shall insure members of the Board of Education, the school district's officers, employees and agents in all of their official capacities, and other persons, firms or corporations as the school district from time to time may direct for claims arising out of performance of the Contract. Contractual liability shall be provided under the Comprehensive General Liability policy to include the indemnification provisions under Section 17.b of the General Conditions below. A certificate of insurance shall be provided to the school district evidencing the coverage below and must include a requirement of a thirty-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 days prior to the termination of the original policy. A waiver of subrogation must be included in favor of the school district. Also, an alternate employer endorsement naming the school district must be included.

- (i) Workers' Compensation
Coverage A: Statutory Limit
Coverage B: \$1,000,000

- (ii) General Liability
\$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
\$5,000,000 Personal & Adv Injury for any two or more people injured by reason of the vehicle in any one accident
\$1,000,000 Each Occurrence
\$10,000 Medical Payments (any one person)
\$1,000,000 Sexual Misconduct (per occurrence)

- (iii) Automobile Liability

\$1,000,000 Limit of liability, including owned, non-owned & hired auto
\$10,000 Medical payments per person
\$1,000,000 Uninsured Motorists
\$1,000,000 Underinsured Motorists

- (iv) Umbrella Liability \$10,000,000
Follow form excess of all primary coverage.

b. Indemnification.

The Contractor shall indemnify, defend and hold harmless the school district and its board members, officers, employees, and agents, free from any claims, suits, actions, losses or expenses (including attorneys' fees) which may arise from any accident, injury or death to any person or persons, or damage to any personal property in the course of any performance of the Contract or any misconduct by the Contractor or its officers, employees or agents.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

The Contractor expressly understands and agrees that any performance bond or insurance protection 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 Board members, officers, employees, and agents, as herein provided. The school district will not accept deviations from the indemnification language in this Section.

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.

17. **Bid Security.** The bidder shall provide a certified check or a bid bond equal to ten percent (10%) of the value of the bid for the first year from a surety company with at least an "A" rating in Best's Key Rating Guide. For example, if the total bid for the school district in the first year is for \$1,000,000, a bidder should provide a bid security in the amount of \$100,000. If the Contractor refuses to enter into a contract with the school district or fails to furnish the required performance bond hereunder, the amount of the certified check or bid bond will be forfeited as liquidated damages and not as a penalty.

Certified checks or bid bonds will be returned to unsuccessful bidders within three (3) days following the bid award decision.

18. **Performance Bond.** Prior to June 1, 2017, the successful Contractor shall furnish a Performance Bond to the school district in an amount equal to one hundred percent (100%) of the full amount of the contract with the school district. The performance bond must be from a surety company with at least an "A" rating in Best's Key Rating Guide. Such bond shall be in a form and with a surety acceptable to the school district and shall not include a limitation period shorter than provided by Illinois law.

The bond shall be in accordance with A.I.A. Document A312 (2010). The Contractor shall pay the cost of premiums for the said bond. The bond shall be signed and sealed by an authorized representative of the Contractor, and a certificate of authority of those signing the bonds, if not officers, shall be attached thereto.

The Performance Bond shall guarantee the performance of the duties placed on the Contractor under the Contract and its compliance with any applicable laws, and shall indemnify the school district and its Board members, officers, employees and agents (the "Indemnitees"), from any liability or loss to the Indemnitees from any failure of the Contractor to fully perform each or all of said duties.

The Performance Bond must be updated for any contract extension that has been approved by a school district.

As part of its bid, the Contractor shall list the cost of its performance bond for the school district. During any year of the Contract, the school district may request the Contractor to waive the performance bond and the Contractor shall pay to the school district within 14 days after notice of such waiver the amount the Contractor would have incurred if it had obtained the performance bond for that school year.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

19. Contractor Fiscal Responsibility. To ensure good service and ability to replace old buses, the Bidder must show a line of credit available from one or more banks and verification of that credit by an officer of the bank. At a minimum, bidders must be able to provide evidence of financial credit or resources to purchase the fleet as described in these specifications. In addition, 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. Before 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 48 hours. The Bidder's financial stability will be a factor in determining the most qualified bidder.

21. Termination of Contract by Reason of Default.

- a. If the Contractor or its drivers or employees at any time fail to comply with the terms of the Contract with the School District or any portion hereof, or do not fully perform and strictly adhere to any of the terms hereof required to be performed, the school district may, at its discretion, terminate its Contract, or any portion hereof, as provided herein.
- b. In the event that the school district determines that the Contractor has failed to comply fully with, perform, or strictly adhere to its Contract, then the school district may, at its discretion, through its Superintendent, send written notice to the Contractor indicating the intention of the school district to declare 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 school district shall terminate the Contract without further action on the date of termination stated in the notice.

- c. The date of termination stated in the notice of intent to declare the Contractor in default, as provided in "b" above, may not be sooner than thirty (30) 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.
- d. 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

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

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.

22. Termination of Contract without Cause. The school district may terminate its Contract without cause by providing written notice to the Contractor by March 1 or earlier in any school year and such termination shall take effect in the next school year. For example, if the school district provides written notice to the Contractor on March 1, 2018, the termination will take effect on July 1, 2018.
23. 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:
- a. 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.
 - b. The Contractor has the necessary equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the Contract in accordance with the Bid Documents and applicable laws.
 - c. 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.
 - d. The Contractor has been a prime carrier of students for various school districts of comparable size.
 - e. 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. To the extent the Contractor's representations conflict with these bid documents, the terms of the bid documents shall control.
 - f. The Contractor has provided letters from its banks attesting to the Contractor's financial condition.
 - g. The Contractor represents and covenants that no official, employee or agent of any school district subject to these Bidding Documents (i) have 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.
 - h. 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. Such background checks will be provided to the District upon request, as well as a copy of driver's licenses.
24. 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 school district recognizes that the Bidder is an expert in the manner in which the work under the Contract

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

is to be performed and expects Bidder to perform all work in accordance with the standards required by such expertise.

25. Miscellaneous.

- a. The successful bidder shall enter into a contract with the school district, which contract shall be in substantially the form of the agreement included with these Bid Documents as Exhibit J, which contract will incorporate the terms of these bid specifications and conditions.
- b. 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.
- c. The validity or unenforceability of any provision of the Contract shall not affect the validity or enforceability of any other provision of the Contract.
- d. Any notices sent pursuant to the Contract shall be by certified mail, return receipt requested, addressed as follows (such notice shall also be deemed served on the date of receipt):

Ms. Kimberly M. Henry
Evanston Township High School District No. 202
Room H-114
1600 Dodge Avenue
Evanston, Illinois 60201

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

QUALIFICATIONS FOR BIDDERS

Bidders must have a minimum of five (5) years of experience providing transportation services for special education students in grades 9 through 12. The transportation manager of the Contractor must have a minimum of five (5) years of experience in pupil transportation management in Illinois.

Each Bidder shall furnish, as part of its bid, 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.

Address, phone number and specific responsibility for supervisory management. Include detailed resumes, with experience, educational background, and references for each.

The school district reserves the right to interview and have final approval of the transportation manager assigned to the school district.

The transportation manager is an employee of the Contractor and under no circumstances is to be considered an employee of the school district. 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.

3. Duration and extent of experience in the operation of educational transportation services.
4. 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.
5. A list of **all** contracts lost in the last five years, along with a brief explanation of why the contract was lost.
6. A list of names of all the owners of the company or principals of the corporation.
7. 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.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

BID SPECIFICATIONS

1. Number of Attendance Days. Calendar of the school district programs will vary from program to program. The school district projects a minimum of 170-176 days based on the program unless there is an emergency closing of schools due to weather, absence of utilities, etc. See Exhibit B for school hours and the 2017-2018 school calendar.
2. Term. The term of the Contract will be for three (3) years, beginning on July 1, 2017, and ending on July 31, 2020. The school district and the Contractor will establish a transition schedule by May 30, 2017. 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 the base rates for the 2020-2021 and the 2021-2022 school years shall not exceed the lesser of an amount equal to (a) a 5% increase from the rates of the previous school year, or (b) the year-to-year percentage change for the consumer price index of the U. S. city average, for all urban consumers that occurred in the second preceding calendar year before the contract year being negotiated.
3. Vehicles/Buses.
 - a. Furnishing of Equipment 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's respective Transportation Coordinator and/or Assistant Superintendent. A description of the transportation needs of the School District is also referenced.
 - b. Number, Type and Size of Vehicles. The Contractor will provide the required number, type and size of vehicles to fulfill its obligations under the contract. The school district will require the use of various types of vehicles, including, without limitation, school buses and taxis. Throughout these bid documents, if appropriate considering the context, the term bus shall also include all other vehicles used by the school district.
 - c. Condition of Buses. 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.

The vehicles shall have an average age of no more than eight years with no vehicle being older than 12 years.

In addition, the school district also requires that the following specifications are met:

- (i) All front and rear tires must have tread of at least 5/32 and no recaps are allowed.
- (ii) 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.
- (iii) The brake adjustments and fluid, as well as the clutch adjustments, will be checked at least weekly by a transportation garage employee and a log will be kept.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- (iv) Each bus shall be cleaned and left in broom swept condition each day.
- (v) The school district may require the Contractor to disinfect bus interiors to decrease the potential of infectious diseases.
- (vi) Each bus exterior shall be washed at least once a week, weather permitting.

All costs of equipment repair, maintenance and operation, excluding 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.

- (i) The Contractor shall ensure that all vehicles used in the completion of the Contract will 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. The cost of said inspection 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.
- (ii) 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.
- (iii) 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's Transportation Coordinator and/or Assistant Superintendent.

f. Equipment.

- (i) All vehicles 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

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

Contractor shall provide each school district's supervisor of transportation 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 and ensure that it is functioning properly before operating the bus.

- (ii) All buses must be equipped with front and rear cameras with audio and the software to review footage upon request. If the transporting vehicle is a minivan, only one camera with audio is required. The Contractor shall be responsible for training staff on the proper usage of the equipment.
- (iii) All buses must be GPS equipped and enabled. The Contractor will provide to the School District access to the GPS reporting function of the GPS system employed by the Contractor.
- (iv) Contractor must utilize a district-approved routing software solution.
- (v) Contractor must also include first-aid kit, gloves, padded seats, stop-arms, school bus flashers, emergency exit, reinforced roof, safety-glass windows, seat belts, and clearly visible markings on all buses.
- (vi) Contractor agrees that the maximum number of persons that Contractor will permit to occupy any vehicle is the seating capacity established by the vehicle manufacturer.
- (vii) Contractor agrees to make available a sufficient number of specialized vehicles including an approved lift device on standard state inspected and approved school buses. A lifting device is one which will permit a student to enter the vehicle and be removed from the vehicle without removal from the student's wheelchair. Other students may need shoulder straps or car seats in addition to seat belts which are to be standard equipment on all vehicles used for special education transportation. Contractor will keep sufficient equipment on hand to allow students who require this equipment to immediately be transported utilizing this equipment. Upon request, the Contractor must make available other accessible features, if so required by the needs of the student population. All new buses with wheelchair lifts will be forward facing with four-point tie down systems.
- (viii) Contractor agrees to provide harnesses/vests/car seats as required for safe transportation to and from a program for all special education transportation. The cost for this equipment is to be included in the base rate. An additional special assistance rate will not be charged. It is estimated the number of students requiring this equipment is one (1) lift bus.
- (ix) 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 pupil transportation services are to be provided.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- (x) 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.
- (xi) Contractor agrees that any and all vandalism damages to Contractor's equipment shall be the responsibility of Contractor. The school district shall endeavor to assist 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.
- (xii) Contractor agrees to provide sufficient standby vehicles (a minimum of one standby vehicle for every ten vehicles scheduled for regular operation, or pro rata thereof, within each bid category) to ensure uninterrupted service in the event of mechanical breakdown of a vehicle. There must be a similar sized or larger capacity standby vehicle available. Wait time should not exceed thirty (30) minutes for any breakdown or accident. In the event of an accident, police action may prevent utilization of a vehicle within this timeline; however, the vehicle must still be available within this timeline.
- (xiii) Contractor agrees to equip and maintain all standby vehicles with appropriate safety equipment to the standard of maintenance and equipment for vehicles serving district routes.
- (xiv) It is understood that if any bus equipment owned by the Contractor is condemned in whole or in part during the term of the Contract, it shall be replaced by the Contractor without expense to the school district and without claims for adjustment per diem, or per trip. No substitution of unauthorized conveyances will be allowed, except in the case of any emergency, after authorization by the school district.
- (xv) All vehicles used by the Contractor shall have been submitted to a safety test and have secured a certificate of safety furnished by the Illinois Department of Transportation as set forth in Section 13-109 of the Illinois Vehicle Code. 625 ILCS 5/13-109

g. Required Information Related to Buses.

No later than July 1, 2017, 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:

- (i) Make, model, year and serial number.
- (ii) State license number, municipal vehicle sticker number and safety inspection sticker number.
- (iii) Capacity of vehicle.
- (iv) Ownership of vehicle.
- (v) Vehicle maintenance history and past safety inspections upon request.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

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.

4. Fuel Costs. The Contractor shall furnish all fuel to be used in its performance of the Contract. Contractor's compensation for services rendered hereunder shall be adjusted monthly to reflect changes in Contractor's cost of fuel. Contractor's "Base Fuel Cost" shall be \$2.25 per gallon of gasoline, inclusive of all applicable taxes and net of any refunds or rebates, which amount shall be incorporated into the Bidder's bid. Each month during the term of the Contract, including any renewals or extensions to the Contract, Contractor's invoice shall include an adjustment for increase or decreases in net fuel costs actually incurred by the Contractor that are more than or less than \$2.25 based on the costs of fuel for the prior month as determined by the "Oil Price Information Service (OPIS) PADD Report," or similar published authority mutually agreed to by the parties, for the price of one (1) gallon of gasoline.

5. Facility and Dispatching Operations.

- a. Office Space and Maintenance Facilities.

The Contractor shall provide bus repair, maintenance facilities and storage for its bus fleet and any replacement buses. The Contractor shall purchase, furnish, and supply all lubricants, replacement parts, greasing, cleaning, washing, and such repairs as necessary to keep the buses in a good and safe operating condition at all times. The fully operational facility shall (at a minimum) be paved, fenced, lighted, have facilities for employees and staff. The Contractor will have a fully operational building and garage as evidenced by having an occupancy permit issued by the appropriate authority.

If the Contractor does not have adequate office space and maintenance and storage facilities at the time of award of the Contract, the Contractor shall include with its bid a certified statement from a responsible supplier showing that firm arrangements such as a lease or intent to lease or real estate sale agreement have been made for obtaining the required facilities for use by the Contractor for performance of required services. The statement shall indicate that such facilities will be available to the Contractor in a timely manner and the facility must be operational within one year after the effective date of the last Contract signed.

- b. 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. The Contractor shall maintain telephone and text messaging communication with the school district's Transportation Coordinator and the Contractor must man telephones during the time students are being transported. Cell phone numbers and text messaging addresses must be available to the school district on a 24 hour basis. 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

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.

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

PERSONNEL REQUIREMENTS

1. 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 to service the school district:

- a. Transportation Manager
- b. Assistant Manager
- c. Dispatcher (2)
- d. Route Coordinator and backup 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 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 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 to have contact with students. The Contractor shall make every employee who will have direct daily contact with students submit 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 conduct and pay for the costs of the background checks and provide all results to the school district. 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.

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

2. Drivers.

- a. The Contractor shall be highly selective in the hiring of its 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- b. 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.
- c. 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.
- d. Drivers and other persons coming into contact with students must be able to communicate effectively in English both verbal and written.
- e. Drivers shall not use or operate cell phones or use electronic communication devices while transporting students or while in direct supervision of the students.
- f. Whenever a regular driver is not working because of a planned absence or sick leave of more than two days, to the extent possible, the same substitute driver shall be used for the entire absence of the regular driver.
- g. 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 assistant under the age of twenty-one (21) years requires the written approval of School district representatives.
- h. The Contractor shall maintain a sufficient number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent, equal to at least 10% over the regular scheduled drivers for daily routes. These substitute drivers shall be familiar with the area served by the school district.
- i. 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.
- j. Drivers shall not use indecent language, shall not smoke on the bus or on School District premises, nor permit students to smoke or cause disturbances on the bus.
- k. Drivers shall be neatly attired and wear an identification badge at all times. Behavior and communication shall be appropriate at all times.
- l. 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 driver 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- m. 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.
- n. The Contractor shall notify the relevant 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.
- o. 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 a 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 one week prior to the beginning of each school year. Costs relating to licensing and drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor.
 - (i) Name – first, middle, and last.
 - (ii) Valid permit number for drivers of school buses.
 - (iii) Proof of completion of the Illinois School Bus Driver Instruction Program and date of completion for school bus drivers.
 - (iv) Health certificates and date issued.
 - (v) Copies of driver licenses.
 - (vi) Proof of age.
 - (vii) Proof of drug testing.
 - (viii) Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check via fingerprint.
 - (ix) First aid certificate.
 - (x) Any and all medications a driver may take, to include over the counter medications, to the extent the Contractor has the ability to respond.
 - (xi) Name of any driver that is ticketed and/or arrested during the term of the Contract.
 - (xii) Updated Motor Vehicle Reports (MVR).
 - (xiii) Documentation of training in Blood Borne Pathogen Training.

3. Training.

- a. 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.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- b. 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.
- c. 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.
- d. 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.

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

SAFETY AND DISCIPLINE

1. 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.
2. It shall be the driver's responsibility for maintaining appropriate discipline. Incidents of inappropriate behaviors should immediately be reported in writing using a Bus Conduct Report to the Designated Administrator at the respective building 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 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 district's building administrator.

3. The driver shall, within twenty-four (24) hours of any disciplinary incident, advise the school principal or designee of all serious misbehavior on the bus and shall assist the administration in obtaining whatever information is desired with respect to each incident.
4. 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.
5. While transporting students, drivers shall not leave the vehicle unattended.
6. 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.
7. 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.
8. 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.
9. The school district reserves the right without obligation to assign, or request the contractor assign, transportation aides on buses at any time to assist students and/or drivers should the need arise. The cost for such aides will be borne by the school district and shall in no way relieve the contractor of responsibilities related to each bus route.
10. All buses operated for the school district must be a smoke-free environment.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

11. Buses will not be fueled while students are on board.
12. All buses are to be checked at least one hour prior to departure each day school is in session, as well as after each route or run and after each substitution of drivers.
13. Before exiting the bus, the school bus driver shall at the end of each route, work shift, or 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 sweep of the bus.

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

SERVICE REQUIREMENTS AND CONDITIONS

1. School Calendar. All transportation will be in accordance with the school district and/or school 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. Attached is the school district's approved calendar for the 2017-2018 school year (Exhibit C).

2. Pick Up and Delivery of Students.

- a. Students will be picked up and delivered to the same location unless directed otherwise by a school district's Transportation Coordinator. 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's Transportation Coordinator. Any deviation from this procedure must have the approval of the school district's Transportation Coordinator.

- b. 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 district's Transportation Coordinator and the school when routes are ten minutes or more late. Such notification should be made through electronic messaging to a group email list provided by the District. Bus drivers shall not deviate from the set routes or negotiate with parents regarding routes.

- c. 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 building administrator 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. Contractor shall use best efforts to have sufficient buses on hand to provide field trip service for the school district that are scheduled to arrive back to the school site by 3:00 p.m.

3. Designated Students. Only pupils designated by a school district's Transportation Coordinator 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 district's Transportation Coordinator. The school district will advise the Contractor regarding specific guidelines for ridership.

4. Adds and Drops. The school district shall provide information on children added or dropped from transportation to the Contractor in separate communications on a weekly basis. Add(s) or drop(s) to bus routes will be implemented by the Contractor no later than the third business day following notification from the school district.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

5. 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 Transportation Coordinator. The only exception to this rule will be a vehicle breakdown situation.
6. 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 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.
7. 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. 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. It is the Contractor's responsibility to determine the road worthiness of any vehicle involved in an accident.
8. Emergencies and Evacuations. In an emergency closing, the Contractor will follow instructions from the school district's Superintendent or Assistant Superintendent and shall provide the required transportation within 15 minutes 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's Superintendents and/or designee 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.

9. Service Interruption. In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, the school district shall maintain the right to secure and substitute other transportation services and shall not be required to pay the Contractor.

If the cost of the substitute transportation services are higher than the Contractor's cost (agreed upon in the Contract), then the Contractor shall pay the difference between its charges and the charges of the substitute company, provided, however, that the school district may, at its discretion, elect to make a claim for any such difference against the Contractor's Performance Bond.

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 cost to the school district.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

10. 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 4:30 a.m.

The school district's Superintendent or designated representative shall then decide whether to alter, postpone or cancel bus routes or schedules. The Contractor shall receive no compensation for routes not serviced as a result of inclement weather.

The school district reserves the right to change route times as determined by the Superintendent or designated representative.

11. 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.

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

ROUTES AND SCHEDULES

1. Development of Routes. 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. 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 how they expect to be ready for the first day of school. All schedules and routes should be developed utilizing a transportation software solution.
2. 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 insure that all buses will meet the schedules in order to avoid service disruption.
3. Changes to Routes. Out of necessity, many students are added to programs after the initial data is submitted. Up to two (2) full working days advance notice shall be given for the addition of students, change in students' schools, or any contemplated route changes by either party to the Contract. The Contractor will agree to establish new routes and accommodate new students within two (2) 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 reduce/increase the number of routes.
4. 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 for a decision. Any changes the driver feels should be made for convenience must be approved by the school district.
5. Route Sheets. Upon the establishment of all routes in the summer/fall of each year, and the approval by the school district, the Contractor will supply the school district with route sheets at least one week prior to the opening of school. Route sheets must indicate the route number, the name of each student riding the route, the pickup time and bus stop for each student, and the time each student is dropped off after school. Deadhead time on either end of a route is limited to thirty (30) minutes or less. 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.
6. Ridership Reports. The Contractor shall submit to the school district on an "as requested" basis a Ridership Report covering one week for each "To and From" school route for each school building. The report shall indicate seating capacity of the vehicle serving the route and the number of students entering the vehicle at each pick-up point for each route and the times for each pick-up. The purpose of the Ridership Report is to ensure that routes are efficiently loaded and to provide data on which to base

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

decisions regarding route removal, combination and expansion. The Contractor shall provide ridership counts to the school district upon request.

7. Data. Student data submitted by the Contractor shall include:
 - a. The number of students to be transported as known at that time;
 - b. Length of trip; and
 - c. Pick up and drop off points.
8. Dry-Runs. Prior to the first day of school each year, the Contractor shall, on the date and time prescribed by the school district, conduct a “dry-run” of all routes. The driver assigned to the route shall perform the dry-run. All dry-runs 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. 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.
9. 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.
10. Route Rates. The Contractor shall calculate all costs of mileage, vehicle, and the driver into their daily rate. A deduction of 100% of the daily rate will be made for any route not run. Payment is made only for routes run.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

AWARD OF BID

1. Contracts, if awarded, will be awarded by first considering the Bidder most able to provide safety and comfort for the pupils, 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 substantially the form of the contract attached as Exhibit J.
2. Bidders may submit a bid for any of the following areas of the special education student transportation contract. The school district reserves the right to award separate contracts to different bidders, combine contracts, or award all of the contracts to one bidder. ***Please indicate a discount in percentage for award of contract portions awarded to a sole vendor.***
 - (1) **COOPERATIVE EDUCATION (TRANSITION HOUSE)** – students are picked up from their homes in Evanston and transported to 1724 Lemar St., Evanston, Illinois.
 - (2) **SPECIAL EDUCATION ATHLETIC EVENTS TRANSPORTATION** - on an "as ordered" basis. Please base quotes for these events on a per bus, per event, per location, per trip, cost basis.
 - (3) **"IN-DISTRICT" SPECIAL EDUCATION TRANSPORTATION** - from student's home in District 202 to Evanston Township High School and return at the end of the school day. Costs should be based on portal-to-portal pick-up and return of students each day that school is in session during the school year. Students shall be picked up at their homes and delivered to Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois, and returned to their homes at the completion of the school day, beginning at 8:00 AM on **Monday, August 28, 2017**. ***NOTE: There is a possibility this run may include wheelchair and ambulatory students, and it is understood vehicles used to transport these students shall have handicap accessibility equipment equivalent to those used to transport medically fragile individuals.***

Name of Program	Approx. Students	Vehicle Option Capacity		No. of Aides
		Taxi	Van	
ETHS – DLP				

-
-
-
- (4) **"OUT-OF-DISTRICT" SPECIAL EDUCATION TRANSPORTATION** - from student's home in District 202 to schools within Chicago/near suburbs area and return at the end of the school day. (See Exhibit D for pick-up locations).

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

Name of Facility	Approx. Students	Vehicle Option Capacity		No. of Aides
		Taxi	Van	
Arlyn 3013 Illinois Rd, Wilmette	5			
Bridgeview/Challenger 6935 W. Touhy Ave, Niles	9			
Easter Seals 1939 W. 13th St., Chicago	3			
Evanston Day 3633 W. Lake St., Glenview	6			
Felicity 158 S. Waukegan, Deerfield	1			
Hersey 1900 E. Thomas, Arlington Hts	1			
JCFS 3145 Pratt, Chicago	10			
Jeanine Schultz 2101 Oakton, Park Ridge	5			
Keshet 8111 St. Louis, Skokie	1			
Lawrence Hall 4833 N. Francisco, Chicago	2			
Learning House 5110 Capitol Dr., Wheeling	2			
Maryville Jen 1150 N. River Rd., Des Plaines	8			
Metro Prep 2525 Oakton, Arlington Hts	6			
Misericordia 6300 N. Ridge Ave., Chicago	2			
New Connections 865 E. Wilmette, Palatine	1			
New Hope Academy 6289 W. Howard, Niles	9			
Northshore Academy 760 Red Oak Ln., Highland Pk	6			
Orchard Academy 7669 Marmora Ave., Skokie	2			
Pactt 7101 N. Greenview, Chicago	1			
Safe Haven 937 Happ Rd, Northfield	3			

3. The School Board district reserves the right to reject any or all bids or partial bids received whenever such rejection is in the best interest of that school district and reserves the right to waive any irregularities. The Board of the school district 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.
4. The following qualifications will be considered by the school district to determine the Contractor's responsibility:

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

- a. Stability of service.
- b. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements in rendering past services.
- c. The experience and efficiency of the Contractor.
- d. The sufficiency of the financial resources and the ability of the Contractor to perform the Contract and provide the services.
- e. The quality, availability, and adaptability of the equipment, or contractual services, to the particular use required.
- f. The condition of and/or availability of the equipment to be used by the Contractor.
- g. The ability of the Contractor to provide maintenance and service in the performance of the Contract.
- h. The location of the Contractor's facilities for housing and servicing transportation vehicles.
- i. The ability of the Contractor to recruit, train, and supervise the personnel necessary to fulfill the Contract.
- j. The quality of references from previous contracts or services; whether with the school district or another organization.
- k. The compliance by the Contractor with laws, ordinances, and policies.
- l. Such other information as may be secured by the school district that bears on the decision to make the award.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

PENALTIES

1. 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.
2. 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. By accepting the Contract, the Contractor agrees that in the event of the specific service violations listed below, that sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.

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's Transportation Coordinator of the event and the Transportation Coordinator, in his or her discretion, determines that the Contractor's reason for the service violation is valid. The school district's Transportation Coordinator will utilize current service expectations when assessing penalties.

- a. Late AM drop off at school program site after final bell to the school district's Transportation Coordinator, **50% of route cost per occurrence, via GPS report.**
- b. Late PM arrival at school site after dismissal bell **50% of route cost per occurrence, via GPS report.**
- c. Late pickup for activity bus routes (athletic; field trips; etc.) later than 10 minutes than scheduled departure time and/or late drop off for activity bus routes (athletic; field trips; etc.) later than 10 minutes than scheduled arrival time, **\$100, via GPS report.**
- d. No service to or from a regularly scheduled route. **Cost of route per occurrence.**
- e. Leaving a child on a bus after the Contractor has completed the last stop, **\$10,000.00 per occurrence.**
- f. GPS and/or camera system non-operational: **\$1,000 per occurrence**
- g. Child Safety – Letting special education student off bus at the wrong stop without a parent present to receive the student. **\$1,000 per occurrence.**

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT A

SCHOOL DISTRICT BOUNDARY MAP

ETHS Zoning Map

Untitled layer



District 202 Zone Map
Boundaries

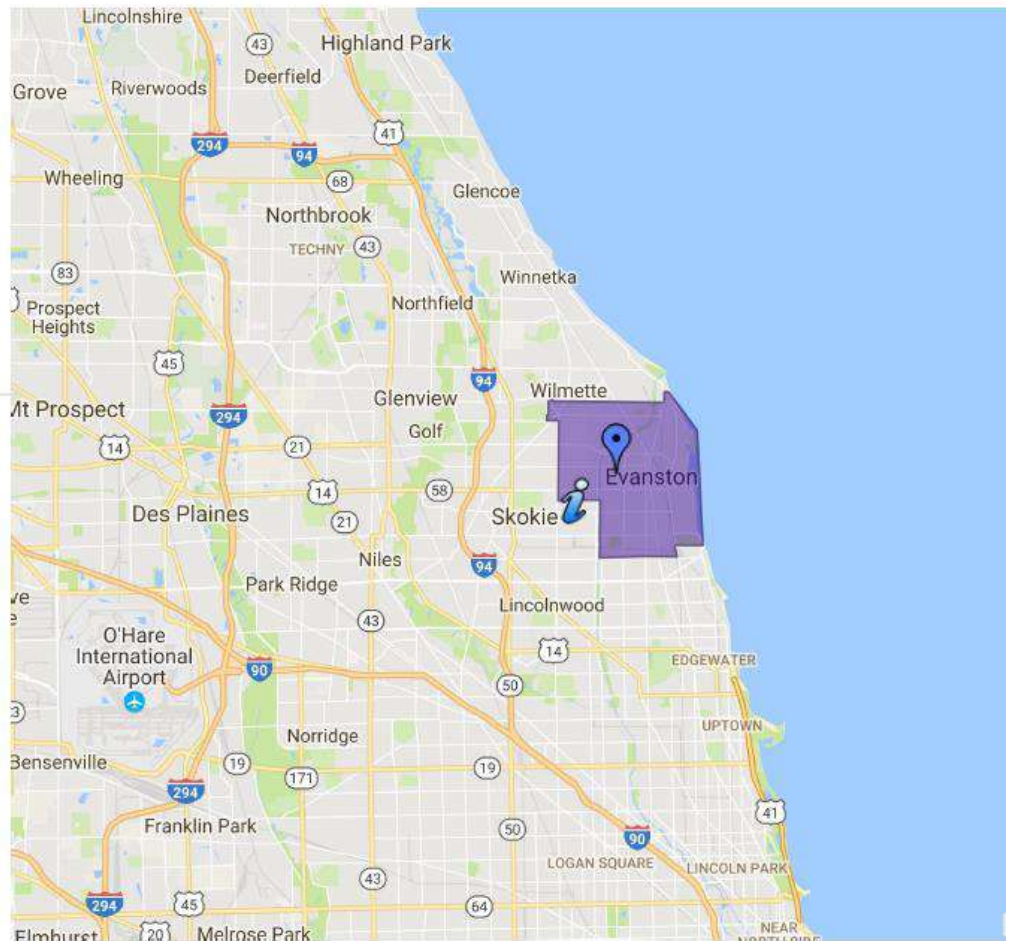


Evanston Township High
School



Skokie Greenleaf ETHS - Niles
North

This map lists the boundaries
of Evanston Township High
School District 202.



Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT B

SCHOOL HOURS

Bell Schedule

	<i>Regular Day</i>	<i>PD Monday</i>	<i>Early Dismissal</i>	<i>In-Service Half Day</i>	<i>Late Start Day</i>	<i>C-Day</i>
Early Bird PE/CTE	7:10–7:50am	7:10–7:50am	7:10–7:50am	7:10–7:50am	-None-	7:10–7:50am
AM Support	8:00–8:27am	8:00–8:27am	8:00–8:27am	8:00–8:27am	-None-	8:00–8:27am
Period 1	8:32–9:14am	8:32–9:05am	8:32–9:08am	8:32–9:02am	9:40–10:15am	8:32–9:12am
Period 2	9:19–10:01am	9:10–9:43am	9:13–9:49am	9:07–9:37am	10:20–10:55am	9:17–9:57am
Period 3	10:06– 10:53am + 5-minutes for announcements	9:48–10:21am	9:54–10:30am	9:42–10:15am + 3-minutes for announcements	11:00–11:35am	10:02–11:05am + 63-minutes for C-Day session
Period 4	10:58–11:40am	10:26–10:59am	10:35–11:11am	-None-	11:40am–12:15pm	11:10–11:50am
Period 5	11:45am–12:27pm	11:04–11:37am	11:16–11:52am	-None-	12:20–12:55pm	11:55am–12:35pm
Period 6	12:32–1:14pm	11:42am–12:15pm	11:57am–12:33pm	-None-	1:00–1:35pm	12:40–1:20pm
Period 7	1:19–2:01pm	12:20–12:53pm	12:38–1:14pm	10:20–10:50am	1:40–2:15pm	1:25–2:05pm
Period 8	2:06–2:48pm	12:58–1:31pm	1:19–1:55pm	10:55–11:25am	2:20–2:55pm	2:10–2:50pm
Period 9	2:53–3:35pm	1:36–2:09pm	2:00–2:36pm	11:30am–12:00pm	3:00–3:35pm	2:55–3:35pm

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

The **regular school day schedule** at ETHS runs from 8:00am – 3:35pm. The Physical Education & Wellness and Career & Technical Education departments offer “early-bird” classes that meet from 7:10-7:50am Monday-Friday for juniors and seniors. The first day for Early Bird PE is the 2nd day of school. Students in need of academic support can meet with their teachers from 8:00-8:27am. Classes begin at 8:32am on regular school days and continue through nine, 42-minute periods until 3:35pm. Time between classes is 5 minutes (1-minute warning bell). Each student has a daily lunch period. Certain other bell schedules are in place for in-service days, professional development days, and other special circumstances.

Regular Day. This bell schedule is used on all regularly scheduled days of the academic school year.

PD Monday. Professional development (PD) is scheduled for staff on Mondays during the school year.

Early Dismissal. Days such as pep rally days and days before certain breaks are marked as early dismissal days on the calendar and will follow this bell schedule.

In-Service Half Day. This bell schedule is used on days that are marked as in-service half days. Typically, in-service half days are scheduled around parent teacher conferences.

Late Start Day. On rare occasions, late start days are scheduled during the school year. Late start days might also be scheduled due to unexpected weather incidents.

C-Day. On these days, additional time is built into third period to accommodate specific activities.

Bid Specifications and Conditions

TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT C

SCHOOL CALENDAR

Evanston Township High School District 202

2017-2018 School Calendar

August 2017						
Su	M	Tu	W	Th	F	Sa
		1	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
27	28	29	30	31		

September 2017						
Su	M	Tu	W	Th	F	Sa
					1	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	27	28	29	30

October 2017						
Su	M	Tu	W	Th	F	Sa
1	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	27	28
29	30	31				

Aug 22	New Staff Orientation
Aug 24-25	Staff Institute Days - No School for Students
Aug 28	First Day of School for Students
Sep 4	Labor Day - No School
Sep 21	Non-Attendance Day - No School
Oct 4	In-Service - Half Day of School for Students
Oct 4-5	Conferences (Fall)
Oct 5	Non-Attendance Day - No School for Students
Oct 6	Staff Institute Day - No School for Students
Nov 22-24	Thanksgiving Break - Closed
Dec 25 - Jan 5	Winter Recess - Closed
Jan 15	MLK JR. Day of Service - No School
Jan 16-19	Semester Exams
Jan 22	Non-Attendance Day - No School**
Feb 19	Presidents' Day - No School**
Feb 22	Conferences (Spring)
Feb 23	Late Start Day
Mar 26-30	Spring Break - Closed
May 18	Last Day of School for Seniors
May 27	Commencement - Class of 2018
May 28	Memorial Day - No School
May 30 - Jun 4	Semester Exams
Jun 5	Last Day of School (grades 9-11)
Jun 6-8, 11-12	Emergency Days
Jun 11-Jul 2	Summer School - Session 1
July 4	Independence Day - No Summer School
Jul 3-25	Summer School - Session 2
Marking Period	End Date
1st quarter: 41 days	Oct. 27, 2017
2nd quarter: 48 days	Jan. 19, 2018
3rd quarter: 43 days	Mar. 23, 2018
4th quarter: 46 days	June 5, 2018
TOTALS:	
Calendar Days: 185	
Student Days: 176	**May be used as a make-up day
Teacher Days: 180	

November 2017						
Su	M	Tu	W	Th	F	Sa
			1	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	27	28	29	30		

December 2017						
Su	M	Tu	W	Th	F	Sa
					1	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	27	28	29	30
31						

January 2018						
Su	M	Tu	W	Th	F	Sa
	1	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	27
28	29	30	31			

February 2018						
Su	M	Tu	W	Th	F	Sa
				1	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	27	28			




March 2018						
Su	M	Tu	W	Th	F	Sa
				1	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	27	28	29	30	31




April 2018						
Su	M	Tu	W	Th	F	Sa
1	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	27	28
29	30					

May 2018						
Su	M	Tu	W	Th	F	Sa
		1	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
27	28	29	30	31		

June 2018						
Su	M	Tu	W	Th	F	Sa
					1	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	27	28	29	30

July 2018						
Su	M	Tu	W	Th	F	Sa
1	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	27	28
29	30	31				

	School Closed / Non-Attendance Days
	Late Start Day / Half Day
	Conferences

	Staff Institute Day (No School for Students)
	First and Last Day of School
	Exam / Testing Days

*	End of Marking Period
[]	Emergency Days

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT D

“OUT OF DISTRICT” FACILITIES

As of this printing below is a listing of current student addresses to the various “out-of-district” facilities.

Arlyn	Bridgeview	Easter Seals	Evanston Day
1800 Grant Street 300 Ridge 800 Mulford Street 2500 Wellington Ct. 1500 Asbury 2200 Harrison 2000 Brown Ave. 1700 Lyons St. 1700 Dodge Ave 700 Brummel St.	2000 Darrow Ave 2400 Church St 2100 Dobson Street 1700 Dodge Ave, 8300 Keating 1400 Fowler	600 Oakton St. 1700 Dodge Ave. 400 Custer Ave	400 Ashland Ave 1500 Madison St 1700 Keeney St 1500 Dempster St 900 Ridge 2300 Hartzell St 3600 Grove St., Skokie

Felicity	Hersey	JCFS	Jeanine Schultz
800 Reba Place	700 Reba	7600 N. Polaina, Chicago 1100 Washington St 1500 McDaniel Ave. 2000 Warren 600 Case 800 Hinman Ave. 900 Dobson Street 1200 Asbury Ave 1400 Brummel 9000 Bennett Ave 1500 Dodge Avenue 1100 Washington St 1800 Ashland Ave 7600 N. Paulina, Chicago 2900 Touhy, Chicago 2100 Dobson Street	1900 Darrow 1800 Hartrey Ave 1100 Washington 2000 Darrow Ave 700 Reba PL. 1100 Washington St 1600 Monroe St.

Keshet	Lawrence Hall	Learning Hse	Maryville Jen
1700 Brown Ave.	2300 Foster St. 1900 Emerson St	1900 Jackson Ave. 1223 Harvard Terrace	200 Custer Ave 1100 Washington St 500 Dodge Ave 200 Hartrey Ave 1200 Darrow 1800 Lemar Ave 200 Hartrey Ave 2000 Jackson Ave 1800 Grey Ave 1800 Church St 300 Callan 1900 Emerson St. 1300 Darrow Ave

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

Metro Prep

1300 Fowler Avenue
 1400 Fowler St
 9100 Ewing Avenue 1
 1400 Emerson St. 2
 1800 Main St
 1800 Greenwood St
 2000 Grey Ave
 700 Brummel St

New Connections

1700 Keeney St

New Hope

8600 Drake Ave, Skokie
 1800 Lincoln St
 2600 Orrington Ave
 800 Gaffield Place
 1200 Wesley Ave
 800 Michigan Ave
 2200 Payne St
 9000 Samoset Trail
 2500 Ashland Ave.
 1700 Maple

Northshore

1800 Hartrey Ave 1
 700 Mulford St
 3300 Colfax St.
 1500 Crain St
 9400 Lawndale Ave
 2000 Grey Ave
 1800 Greenwood St
 1200 Pitner Ave.
 1800 Dodge Ave
 2000 Asbury - garden apt.
 1800 Lake Street 2
 700 Reba PL. 1
 1500 Dempster
 1300 Main St.

Orchard

300 Custer
 9500 Monticello

Pactt

2300 Cowper

Safe Haven

2100 Lincoln
 1500 Main
 600 Asbury

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT E

BID CALCULATION

Contractor may bid on any or all items numbered 1-4, being sure to completely fill in all information requested. LEAVE NO BLANK SPACES, unless unable to bid a specific category. Bid must be submitted in the format listed below. ***Please indicate any discounts offered for award to sole vendor.***

The Bid respectfully submitted the _____ of _____, 2017.
(date) (month)

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____ TELEPHONE _____

NAME OF REPRESENTATIVE _____

AUTHORIZED SIGNATURE _____ DATE _____

Where Bidder is a Corporation, Add Corporate Seal Here:

1. COOPERATIVE EDUCATION (TRANSITION HOUSE)

	2017-18	2018-19	2019-2020
Trip cost			
Extra Run			

2. SPECIAL EDUCATION ATHLETIC EVENTS STUDENT TRANSPORTATION

	2017-18	2018-19	2019-2020
A. Trip cost Metro Chicago/surrounding suburbs (list included suburbs below)			
B. Additional hours for trips in excess of 6 hours			
C. Cost per trip/mile/hour outside metro Chicago/surrounding suburbs			

List included suburbs: _____

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

3. "IN-DISTRICT" SPECIAL EDUCATION TRANSPORTATION

For DLP Program list number of daily vehicles: _____

	2017-18	2018-19	2019-2020
Daily rate per vehicle			
Extra Run			

3A. IN THE EVENT ONE IS NEEDED, PLEASE ENTER COSTS FOR HANDICAP ACCESSIBILITY EQUIPPED BUS:

	2017-18	2018-19	2019-2020
Daily rate per vehicle			
Extra Run			

4. "OUT-OF-DISTRICT" SPECIAL EDUCATION TRANSPORTATION (May Bid Any/All)

	Arlyn	Bridgeview/ Challenger	Easter Seals	Evanston Day	Felicity	Hersey	JCFS	Jeanine Schultz	Keshet
Daily # of vehicles									
2017-18									
Extra runs									
2018-19									
Extra runs									
2019-20									
Extra runs									

	Lawrence Hall	Learning House	Maryville Jem	Metro Prep	Misericordia	New Connections	New Hope	NSA	Orchard
Daily # of vehicles									
2017-18									
Extra runs									
2018-19									
Extra runs									
2019-20									
Extra runs									

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

	Pactt	Safe Haven							
Daily # of vehicles									
2017-18									
Extra runs									
2018-19									
Extra runs									
2019-20									
Extra runs									

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT F

ADDENDA RECEIPT

MUST BE RETURNED WITH THE BID DOCUMENT TO DISTRICT

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 Contract.

CONTRACTOR

DATE

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT G

GENERAL INFORMATION

Insurance

Bidder's insurance companies that will cover the Contract.

Company Name	Address	Phone No.

References

Bidder is in the process of supplying transportation to the following school districts at the present time.

Company Name	Address	Phone No.

Other School district

Bidder has supplied transportation to the following school districts during the past five (5) years.

School District Name	Address	Phone No.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT H

CERTIFICATES

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 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4)

CERTIFICATIONS OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

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

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.

EQUAL EMPLOYMENT

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

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

CRIMINAL BACKGROUND INVESTIGATIONS

Contractor shall cause or permit criminal background investigations to be conducted, in accordance with Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) for all of Contractor's, and Contractor's subcontractors', employees and officials who may be present at the job site or otherwise have contact with Owner's students. Contractor will not permit any such official or employee to perform services under the Agreement unless (i) the criminal background investigation has been completed for the official or employee; and (ii) the official or employee is not prohibited from employment by the Owner by reason of a conviction enumerated under Section 10-21.9. Further, Contractor shall not permit any individual to perform services under this Agreement who is required to register under the Sex Offender Registration Act, 730 ILCS 150/1 *et seq.*

Name of Bidder (Please Print)

Submitted by

Title

Date

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT I

DEVIATIONS FORM

In the event that the undersigned Bidder intends to deviate from the specifications, all such deviations are listed hereon, with complete and detailed specifications and information being also attached. In the absence of any entry on the Deviations Form, the Bidder assures the District of their full compliance with the specifications and conditions. No deviation shall be made part of the Contract unless specifically agreed to by the contracting school district.

THIS FORM MUST BE SIGNED EVEN BY THOSE NOT PLANNING DEVIATIONS.

Submitted for consideration by:

Name of Bidder

Bid submitted by:

Address

Title

Phone Number

Date

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT J

FORM CONTRACT

CONTRACT FOR TRANSPORTATION SERVICES

THIS CONTRACT is made as of the effective as set forth in Section 17 of this Contract by and between _____, (“Contractor”), and the Board of Education of Evanston Township High School District No. 202, Cook County, Illinois (“Board”), as follows:

1. Scope of Services. The Board retains Contractor to provide special education transportation services and transportation equipment, as more fully described in the attached Bidding Documents, in accordance with Contractor’s Bid Proposal for the 2017-2018, 2018-2019 and the 2019-2020 school years, with an option for the Board, at its sole discretion, to renew the Contract for the 2020-2021 and 2021-2022 school years, and Contractor agrees to provide the services and equipment specified in the Bidding Documents. For the purposes of this Contract, the Bidding Documents shall constitute the attached Bid Specifications and Conditions for Transportation Service for special education students and Exhibits A-K, all of which are attached as Exhibit 1 to this Contract and incorporated herein by reference and together with this Contract for special education transportation services constitute the entire Contract between the Board and the Contractor for the transportation services. When the term “Contract” is used in this document, it shall include this document and the Bidding Documents.

2. Costs. Contractor shall be authorized to charge the School District the amounts provided in Exhibit E of the Bidding Documents that specifically relate to the transportation services provided to the School District.

3. Term. The term of this Contract will be for three (3) years, beginning on August 1, 2017, and ending on July 31, 2020. 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.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

4. 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.

5. Insurance. Within 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.

6. 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.

7. 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: Evanston Township High School District No. 202, Attn. Cheryl L. Witham, Assistant Superintendent, Evanston Township High School, 1600 Dodge Avenue, Evanston, Illinois, 60201.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

8. 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.”

9. 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.

10. 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.

11. 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.

12. 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.

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

13. 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.

14. 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.

15. 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 Cook County, Illinois, or the federal district court for the Northern District of Illinois.

16. 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.

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] <i>[THIS DOCUMENT IS A FORM. BIDDER'S DO NOT NEED TO SIGN THIS. ONLY THE SUCCESSFUL BIDDER WILL SIGN THIS AFTER AWARD IS MADE.]</i></p> <p>By: _____ President</p> <p>Date: _____</p> <p>ATTEST: By: _____ Its _____</p>	<p>BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, ILLINOIS</p> <p>By: _____ Superintendent or Board President</p> <p>Date: _____</p> <p>ATTEST: By: _____ Its Secretary</p>
---	---

Bid Specifications and Conditions
TRANSPORTATION SERVICES FOR SPECIAL EDUCATION STUDENTS

The following specifications and conditions will be incorporated as part of the final contract or contracts.

EXHIBIT K
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 a 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 90 days after the bid opening.

Name of Bidder

Bid submitted by, Signature

Address

Title

Phone Number

Date