



Mr. John Paul Hart
Interim Superintendent

**ADDENDUM NUMBER 1 TO
DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 118 DANVILLE, ILLINOIS**

STUDENT TRANSPORTATION BID SPECIFICATIONS

This Addendum Number 1, issued March 14, 2025, supplements and modifies the Danville Community Consolidated School District No. 118 bid for student transportation services, issued on or about March 5, 2025, and shall be considered part of the bid documents.

The bid due date and bid opening are extended to Monday, March 17, 2025 at 10:00 am at the Dr. David L. Fields Administrative Center located at 110 E. Williams St., Danville IL 61832. All contrary dates contained in the bid documents are stricken.

Please submit this Addendum Number 1 with your bid and sign below.

ACKNOWLEDGED BY:

By: _____

Name: _____

Company: _____

Date: _____

Danville Community Consolidated School District No. 118

**DANVILLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 118
DANVILLE, ILLINOIS**

STUDENT TRANSPORTATION BID SPECIFICATIONS

BID DUE DATE: March 14, 2025 at 10:00 AM

BID OPENING DATE: March 14, 2025 at 10:01 AM

INSTRUCTIONS TO BIDDERS

1. Notice is hereby given that the Board of Education ("Board") of Danville Community Consolidated School District No. 118 ("District") is seeking bids for a five-year contract for student transportation services. Bids will be opened and read aloud at the Dr. David L. Fields Administrative Service Center, 110 E. Williams Street, Danville, Illinois at the time and date indicated above. The contract term will be for the 2025-2026 through 2029-2030 school years. The agreement may be extended thereafter on a year-to-year or multiyear basis, upon the mutual agreement of the parties, for no longer than a ten (10) year term.
2. The sealed proposals shall be delivered to the above address, any time prior to but not later than 10:00 AM on March 14, 2025.
3. Each pricing item must be submitted on the Bid/Rate Sheet provided and must be contained in a sealed envelope which shall have the following information written on the outside:
 - A. Proposal for Student Transportation Services; and
 - B. Name, address and phone number of Bidder.
4. All submitted bids will be valid for a minimum period of 90 days after the date set for the bid opening.
5. The Board reserves the right to reject any and all bids, or to waive any informalities, irregularities or defects in any proposal, should it deem to be in the best interest of the Board to do so. The contract will be awarded, if at all, by first considering the bidder or bidders most able to provide safety and comfort for pupils, stability of service, the factors required in the bid documents and then price.
6. Bids must be submitted in strict accordance with the requirements of the bid documents. No alterations, modifications, substitutions or revisions of any type or kind to the bid requirements will be allowed. If a bidder desires to propose an alternate, modification, or revision to the bid requirements, the bidder must submit a written request to Narcissus Rankin, Director of Business and Finance, at rankinn@danville118.org to consider such request as provided in Paragraph 7 below.
7. Questions regarding this bid shall be submitted in writing to Narcissus Rankin, Director of Business and Finance, at rankinn@danville118.org. Only written responses in the form of an addendum to the bid documents shall be binding on the Board. No oral representations shall bind the Board. Questions relating to the bid must be submitted no later than March 10, 2025 at 4:00 PM. Questions submitted after the above stated date and time will not be considered.

8. The successful bidder shall be an independent contractor of the Board. The Board will not finance, hold title to, or license the vehicles.
9. The successful bidder shall comply with all applicable laws, rules and regulations in existence as of the date of the contract award hereunder and all applicable laws, rules and regulations hereinafter enacted that relate to the provision of services under this agreement, specifically including, but not limited to, the Illinois Human Rights Act. The Equal Opportunity Clause of Section 6.1 of the Rules and Regulations of the Illinois Department of Human Rights is incorporated by reference and shall have the same force herein in its entirety.
10. All figures available for passengers, routes, miles, etc. are set forth in Exhibit A and are based on actual data for the 2024-2025 school year. It is the bidder's sole responsibility to confirm all operational data; the Board is not responsible for errors or omissions in this data.
11. Bidders shall not include taxes, which school districts are not subject to, in their bid prices.
12. All bids shall be deemed final, conclusive and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Any bid submitted prior to the bid due date may be withdrawn and resubmitted in accordance with the requirements of these bid documents. After the closing date for the receipt of bids, all bids are considered final.
13. Each bid shall include:
 - A. An audited financial report for the most recent fiscal year.
 - B. A description of its present operations and a list of outstanding transportation contracts, including the number of school buses used and the first year transportation service was furnished.
 - C. The corporate or individual history of the bidder.
 - D. A resume of the Contract Manager who will be responsible for the contract.
 - E. An organizational chart showing the staffing and lines of authority for key personnel to be assigned to the District under the contract.
 - F. A summary by narrative, brochure, chart, or other means showing the bidder's special qualifications and philosophy that may give the bidder a special ability to satisfy all bid requirements.
 - G. A summary explaining the following:
 - 1) driver/aide training program and the criminal background check process,
 - 2) hours of training, by training classification,
 - 3) safety programs,
 - 4) maintenance programs, and
 - 5) driver recruitment and retention programs, to include a full description of driver wage and benefits being offered.
 - H. A list of the school bus fleet that will be provided under the agreement, including the number of buses and their size, year, make, model, and type (gas or diesel). Bidder acknowledges that the identified school bus fleet shall remain in use, without substitution, except for maintenance and as necessary for safety reasons, for the duration of the term of the agreement. When a bus must be taken out of service for repair or replacement, it shall be replaced with a substantially similar bus, considering make, mileage and condition. The Board reserves the right to demand the replacement of any substituted bus, at the successful bidder's sole cost and expense, if it determines, in its reasonable judgment that the substitute bus fails to meet the requirements of this Paragraph.
 - I. A copy of the most recently negotiated union contract, if applicable.

14. The services subject to this bid may not be assigned or subcontracted without the written consent of the Board, but in no case shall such consent relieve the successful bidder from his obligations or change the terms of the contract.
15. The Bid Documents consist of these Instructions to Bidders, the General Conditions that follow, the Student Transportation Bid Rate/Sheet submitted by the successful bidder and the Advertisement for Bid, all exhibits thereto, the Agreement included herein, and any addenda.
16. **Stability of Service:** Bidders must demonstrate to the District that they can provide stability of service. To do so, bidders must provide the following with their bids:
 - A. **Communications:** Bidders must have the ability to contact, update, and notify parents with relevant route information in a timely manner. To demonstrate its ability to fulfill this requirement, bidders must provide a description of their communication systems, including phone blast system, and procedure for communicating with parents.
 - B. **Training:** Bidders must adequately train all staff, including drivers, to enable them to comply with all applicable laws, rules, regulations, and best practices. To demonstrate its ability to fulfill this requirement, bidders must provide a description of all trainings provided to staff.
 - C. **Staffing:** Bidders must maintain adequate staff levels to fulfill all requirements of the District. To demonstrate its ability to fulfill this requirement, bidders must provide a detailed staffing plan, including how they plan to fill all weekend and evening assignments for field trips/sporting events, and how they will prevent late buses. Bidders must also provide names and resumes for all management personnel who are anticipated to provide services to the District.
 - D. **Response Time:** Bidders must promptly respond to phone calls and voicemails from the District or parents, but in no event later than the end of the school day. To demonstrate its ability to fulfill this requirement, bidders must provide a description of its procedure for responding to phone calls.
 - E. **Videos:** Bidders must be able to provide video and audio recordings of the vehicles as described herein. To demonstrate its ability to fulfill this requirement, bidders must provide a detailed description of its camera systems on the vehicles.
 - F. **Availability of Recordings:** Bidders must be able to provide video and audio recordings to the District in a timely manner. To demonstrate its ability to fulfill this requirement, bidders must provide a detailed description of its procedure for responding to such requests.

GENERAL CONDITIONS

1. **Condition of Buses:** The successful bidder shall keep all equipment used for the transportation of students in accordance with all applicable laws, rules, and regulations, and such equipment shall be maintained in good mechanical order at all times to pass the State School Bus Inspection. Buses shall be kept in a clean and sanitary condition and open to examination by the Board at all times. Contractor shall regularly sanitize the vehicles from November 1 through March 31 and as otherwise requested by the District. It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the successful bidder fails at any time to comply in whole or in part with any term or condition of the bid documents during the term of the contract, it shall be replaced by the successful bidder without expense to the Board and without claims for additional compensation.
2. **Bus Equipment:** The successful bidder shall furnish all items needed to keep the buses working safely and to comply with federal, state and local laws, including, but not limited to: the repeater base system, working two-way radios, working video surveillance systems (which must be digital with working audio), specialty harnesses, booster seats, and car seats that are age and weight appropriate. The successful bidder acknowledges that it is responsible for the safe keeping of these items and must account for their whereabouts at all times. Further, it is the responsibility of the successful bidder to keep all equipment in working order and pay for needed repairs to the equipment. The successful bidder shall check the surveillance equipment on each bus to ensure it is in working order at least once a week. Surveillance recordings shall be rotated as appropriate so as to ensure that recordings are kept for at least a ten (10) day period prior to being deleted. The successful bidder shall provide video surveillance to the Board upon demand and the Board may retain such video until it is no longer needed by the Board. The cost of installing these items into the buses shall be borne by the successful bidder.
3. **Routing Software:** The successful bidder shall be responsible for purchasing and maintaining, during the term of the agreement, a routing software program. The routing software must allow the successful bidder to set assigned stops for each student, notify each student's family of their assigned stops (location and time) each year, and notify each student's family of any changes throughout the year. The successful bidder must be able to produce reports, upon demand, that provide the number of assigned stops, the number of children at each stop, and the names of each child at each stop. The routing software must be able to transfer data to and from the Board's student information system.
4. **Bus Barn:** All buses or vehicles placed in operation by the successful bidder shall be owned or leased by it. All vehicles used to transport pupils shall be parked and maintained at the Board's bus barn as identified by the Board. The Board shall furnish, without charge to the successful bidder, a bus barn to house the vehicles and equipment to be used under the contract. The successful bidder shall be responsible for cleaning and maintenance associated with its use of the bus barn, with the exception of capital improvements, which shall be the responsibility of the Board, unless such improvements are necessary due to the successful bidder's acts or omissions, in which case the successful bidder shall be responsible for such costs. Moreover, the successful bidder shall pay all utility costs associated with the operation of the bus barn, including, but not limited to, electrical, water, gas, light bulbs, damage to doors and interior walls, security system maintenance, and maintenance of the perimeter fence, and heater block plugs for the buses. The successful bidder shall be responsible for installation of its own phone system and shall pay all costs and fees associated therewith. Upon termination of the contract, the successful bidder will vacate the bus barn and shall leave it and the surrounding grounds in the same condition as of the date of commencement of services hereunder, less reasonable wear and tear. The successful bidder shall be responsible for all vandalism damages to Board's equipment and facilities.

The successful bidder shall perform all maintenance work on the bus barn in compliance with all applicable laws, ordinances, rules, regulations and codes, including but not limited to, the *Illinois Prevailing Wage Act*, 820 ILCS 130/1 *et seq.* The successful bidder shall pay not less than the applicable prevailing rate of wages to all laborers, workers and mechanics performing work on the bus barn. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website; it is the successful bidder's responsibility to ensure it, or its contractors, pays the appropriate prevailing wages. Moreover, the successful bidder shall ensure that each subcontract it awards shall contain specific language therein requiring each subcontractor to pay not less than the applicable prevailing wage to all laborers, workers and mechanics performing work on the bus barn.

5. Standby Buses: Standby buses maintained in good working condition shall be available in sufficient numbers and used in the event any buses regularly transporting students shall be inoperable. The successful bidder shall supply spare buses that are of sufficient size and configuration to act as a spare for all categories of service.
6. Safety Checks: The successful bidder shall ensure, before any bus or vehicle is used to transport students, that the driver thereof inspects said vehicle carefully for defects and remedies any defects before using said vehicle. Records of these inspections shall be maintained by the successful bidder for at least one year and shall be provided to the Board upon demand.
7. Passenger Checks: The successful bidder shall establish a system that ensures that all drivers check their vehicles for children prior to leaving their bus at the end of each route.
8. Hold Harmless Clause: To the fullest extent permitted by law, the successful bidder shall indemnify and hold harmless the Board, its individual Board Members, officers, employees and agents (collectively, the "Indemnitees") from and against all suits, actions, demands, liabilities, costs, fines, fees, expenses, including, but not limited to attorneys' fees and court costs, arising from, related to or connected with any act or omission of the successful bidder and from any breach of the agreement by the successful bidder. Additionally, the successful bidder waives any limitation of liability provided under the Illinois Workers' Compensation Act or interpretations of said Act.
9. Bidding Certification: As required by the *Illinois Criminal Code of 2012*, 720 ILCS § 5/33E-11, by submitting a bid, each bidder certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Illinois Criminal Code*. The successful bidder agrees that if this certification is false, the Board may declare the contract void. The successful bidder further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the successful bidder shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the successful bidder is a retailer maintaining a place of business within this State" as defined in Section 2 of the Use Tax Act.
10. Personnel: All vehicles provided under this agreement shall be operated only by persons holding the required licenses issued to him/her by the Illinois Secretary of State's Office, including holding a valid school bus drivers permit. Every driver shall follow the normal and usual instructions and requirements of the Illinois Secretary of State and the Illinois State Board of Education and shall at all times comply with all applicable motor vehicle laws. The successful bidder shall provide copies of driver's licenses and permits to the Board upon demand.

By submitting a bid, bidders acknowledge that, pursuant to the *Illinois Criminal Code of 2012* (720 ILCS 5/11- 9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of eighteen (18) are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on District property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The successful bidder shall ensure

that its officers, employees, agents, contractors, licensees, invitees are notified of this law and that said people are directed to notify it if they have been convicted of a sex offense restricting their presence on school property. The Board reserves the right to request the removal from its property or from the provision of services under this agreement, any person, including, but not limited to, employees of the successful bidder who engage in conduct in violation of the law or Board policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. Additionally, the successful bidder shall prohibit the use of alcohol, marijuana, and any tobacco, including vaping, and gambling activity on District property, as well as on the vehicles utilized hereunder.

The successful bidder represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Bid Documents are prohibited by law from being present on school and/or public property. In accordance with 105 ILCS 5/10-21.9, successful bidder shall ensure that each individual performing services hereunder who will have direct, daily contact with students has authorized a criminal background investigation through the Board (or, in the discretion of the Board, through the Regional Office of Education) and a DCFS Child Abuse Registry background investigation, which investigations shall be commenced (and, at the District's option, completed) prior to the individual commencing services. Such background investigations shall be performed at successful bidder's expense. Successful bidder acknowledges that the provision of services under this Agreement is contingent upon the Board deeming acceptable the results of such criminal background investigation, the DCFS Child Abuse Registry check, a Statewide Sex Offender Database check, and a Statewide Murderer and Violent Offender Against Youth Database check, as well as such other licensure documentation and information provided to the Board. The Board will provide to the individual a copy of the background check results. The Board will notify the successful bidder if the Board determines that any individual is not eligible to perform the services. Due to restrictions on disclosure of background check information, the District may not specify to successful bidder the reasons for a determination of ineligibility of an individual.

All employees of the successful bidder for whom a criminal background investigation is required must also provide the Board, upon demand, with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the successful bidder, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.

Employment History Reviews: Successful bidder agrees to conduct Employment History Reviews for each driver assigned to transport District students and to otherwise comply with the requirements applicable to school contractors under 105 ILCS 5/22-94.

The Board reserves the right to require the dismissal and or replacement of any driver, aide or any other person employed by the successful bidder under this contract who, in its opinion, is not suitable to operate or work on a bus for the Board. The responsibility for hiring and discharging personnel shall rest entirely upon the successful bidder.

The District reserves the right to select specific drivers for field trips and athletic events.

The successful bidder shall be responsible for all costs incurred to provide qualified drivers. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.

The successful bidder's drivers shall assist (not lift) special education and Pre-K students on and off vehicles and have responsibility for safely seating such students and for properly applying the safety locks and restraining devices which are provided for the safety of said students.

All bus drivers shall wear a uniform while on duty as a regular route driver or on a school related trip. Such uniform shall be pre-approved by the Board. The successful bidder shall furnish, at its expense, and its drivers shall wear and display, a photo identification badge at all times, identifying the employee by name and stating that they are providing transportation services for the Board.

During the course of this contract, the District expects the successful bidder to provide at least twenty (20) bus aides at no additional cost to the District. It is possible that some utilization of additional bus aides may be required. This determination of need is to be a joint decision of the Board and the successful bidder, with the final decision made by the Board. It shall be the responsibility of the successful bidder to hire, train and supervise these bus aides and maintain them as their employees.

No person other than students, supervisors, bus company employees, authorized District personnel, and drivers-in-training may ride the bus, unless prior written consent of the Board is obtained.

11. Safety Program: The successful bidder shall plan and administer a safety program in conformance with all applicable laws, rules, regulations, and ordinances. All required forms, training records, and items relative to safety and training shall be recorded and kept on file by the successful bidder and made available to the Board on demand. The safety program must include, at a minimum, the following:

A. Bus Drivers

1. All driver/aide applicants must meet acceptability requirements as provided by law.
2. All drivers/aides must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations, and first aid.
3. All drivers must participate in a defensive driving course as certified by the National Safety Council.
4. All drivers/aides must be reviewed after thirty (30) days of employment and at least semi-annually thereafter, and must annually be given a review course of rules, regulations, safety, and first aid. Records of these activities shall be filed and retained by the successful bidder.
5. All drivers/aides shall participate in a minimum of eight (8) hours of on-going in-service training throughout the year in the form of monthly safety meetings.
6. All drivers/aides shall participate in verbal de-escalation training.

B. Ride and Road Observations

The driver supervisor shall ride with every driver at least once each semester for the purpose of observing driving practices with respect to safety, mechanical operation, and conformance with applicable laws, rules, and regulations, including adherence to published time schedules.

C. Students

1. The successful bidder must assist and participate with the District in providing safety programs as needed for its students.
2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
3. The successful bidder must provide training to the students of the District on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice a year. Record of evacuation drills shall be provided to the Board every October and April.
4. The bus drivers must continually monitor the behavior of all students to ensure that safe bus riding procedures are being followed. If not, the Board must be notified immediately. The student code of conduct

must be adhered to. The successful bidder and its employees shall adhere to Board policy regarding student conduct, discipline, suspensions, etc. The successful bidder must follow the Board's disciplinary procedures and may not take unilateral action to remove a student.

D. Hazards

The successful bidder shall have available for driver review all known hazardous sites and situations that exist along those routes operated by the drivers. Such hazards shall contain all railroad grade crossings, poor and hazardous intersections, bridges, etc.

The successful bidder agrees that the school administrators may, at any time, ride a bus or otherwise observe the general operation of the bus service.

12. Insurance: The successful bidder shall maintain, at its cost and expense for the duration of the term of the agreement, the following insurance policies with companies licensed to do business in the State of Illinois:

- i. Commercial General Liability Insurance, on an occurrence basis, with a limit of not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate;
- ii. Automobile Liability Insurance, with a limit of not less than \$5,000,000 each accident and such insurance shall cover liability arising out of any auto (including, owned, hired and non-owned autos);
- iii. Worker's Compensation Insurance in the minimum amounts required by law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; and
- iv. Excess or Umbrella Liability Insurance, on an occurrence basis, with limits of not less than \$15,000,000 per occurrence and in the aggregate. The Excess/Umbrella Insurance shall follow the form of the underlying policy in all respects.

All of the required insurance policies, with the sole exception of Worker's Compensation Insurance, shall name the Indemnitees as additional insureds thereon on a primary and non-contributory basis.

Bidders shall submit a certificate of insurance with their bid evidencing that they have the above required insurance or they may submit a letter from a licensed insurance company in Illinois indicating that the bidder is able to procure such policies in the event it is awarded the bid. Upon award of the contract, the successful bidder shall provide the Board with a certificate of insurance, in a form acceptable to the Board, evidencing the insurance requirements herein and shall provide an updated certificate of insurance on a yearly basis thereafter and upon demand of the Board.

The successful bidder waives any right of subrogation it and any of its insurers may have against any of the Indemnitees.

13. Routes and Schedules: The successful bidder will deliver all passengers to such points on the school grounds as the Board may, from time-to-time, designate, and shall remove all students from the grounds for return to their home, or other approved addresses, in accordance with the transportation schedules and routes set up by the successful bidder. Such schedules and routes shall take into consideration traffic volume, hazards, and weather conditions. All routes designed by the successful bidder shall be approved by the Board prior to implementation. By no later than July 15 of each year of this agreement, the successful bidder shall provide proposed route information to the District

for review and approval. Such information shall include, at minimum, the number of students on each route and a detailed schedule of the route. Route changes after this date shall be provided to the District as soon as possible for review and approval. The successful bidder shall designate all routes based on the shortest distances and safety. It is also the Board's desire to keep all routes under one (1) hour in duration. With regard to trips that are billed by mileage, the successful bidder must provide accurate mileage reports. If the Board audits a mileage report and the report submitted by the successful bidder is inaccurate, the successful bidder shall reimburse the Board for the employee's time to perform such audit.

Daily regular session school routes will take precedence over field trip and charter assignments. Regular and standby drivers must cover all daily route assignments before being assigned to field trips and charters. Regular route drivers must cover their normal daily assignment unless excused for illness and/or an emergency situation. All standby drivers must cover all open daily route assignments before being assigned to cover district field trips and/or charter work.

The successful bidder shall not permit more passengers to occupy buses than there are seats available, and while the vehicle is in motion shall not permit any passengers to stand up in such vehicles, nor permit the overcrowding of such vehicle in any manner whatsoever.

Decisions regarding the regulation and development of routes, pickup and drop-off areas, the placement of stops, times of arrival and dismissal are to be made by the successful bidder with the approval of the Board. Due to labor or equipment needs, the successful bidder may request that tiered or combined routes be used that will result in pick up or drop off times that vary from the requirements herein. The District may grant or deny the request in its sole discretion. If the District grants consent for tiered routes to be run, the route cost of the second route will be discounted by 50%.

Routes for general and special education buses will be submitted by the successful bidder at least ten (10) days before the first day of school. Such information shall contain schools, route numbers, stops, times, schedules and descriptions.

14. Required Records: The successful bidder shall maintain complete and accurate records of all trips provided under this contract, all disciplinary actions, fuel used, mileage and such other reports that the Board may request and/or may be required under all applicable laws. The successful bidder shall provide required records to the District on a monthly basis using forms provided by ISBE. The data should be provided as needed for the Transportation Claim. For example, Pre-K Special Ed should be separated from all other Pre-K. All required records for the yearly transportation report shall be provided electronically by the successful bidder at the end of each school fiscal year; the successful bidder shall keep all record required hereunder for at least seven (7) years.
15. Emergency Cancellation of Transportation: The successful bidder will follow Board procedures for emergency cancellation of transportation in those cases where weather conditions or other situations may preclude the movement of buses. The Superintendent or his/her designee shall notify the successful bidder prior to 5:30 a.m., prevailing time, on the day of such cancellation or delay. In the event that school shall be dismissed early, the Superintendent or his/her designee shall notify the successful bidder according to the District Emergency Closing procedure. In the event of inclement weather or impassable roads, the successful bidder's Contract Manager will make an on-site inspection of roads in the District prior to 5:00 a.m. to determine feasibility and safety of running the buses and shall notify the Superintendent, or his/her designee, by phone no later than 5:00 a.m. if possible need for a school closing exists. The Superintendent shall make the final determination on all school closings, delayed openings or early dismissals.

16. Adjustment of Routes: Whenever the bus requirements change to the degree that adjustment of existing routes does not permit transportation without overcrowding, the successful bidder shall provide additional buses as may be required. These additional buses shall be furnished at the same rate of cost as set forth in this contract.

Conversely, if transportation requirements should change to the degree that the entire buses need no longer be utilized, costs shall be adjusted in the same manner as indicated in the paragraph above, and payment shall be made only for the days of utilization of such buses.

Absolutely no increase or decrease in the number of buses utilized shall be made without prior approval from the Superintendent or Chief Financial Officer, or their designee.

17. Cancellation: In the event that the successful bidder at any time fails to comply with, fully perform, and strictly adhere to, any covenant contained herein to be performed by the successful bidder, its agents or employees, the Board may give ten (10) days' notice in writing to the successful bidder of such failure. In the event the successful bidder does not remedy such failure within ten (10) days from the receipt of such notice (except if such failure be impossible to remedy within ten (10) days only because of weather conditions making roads impassable, other acts of God, or labor disputes) by failing to furnish at least 90 percent of the fully equipped and operating buses required by this contract, then at the option of the Board, this contract may be terminated by delivery to the successful bidder of written notice of such election to terminate. However, the successful bidder shall remain liable for any and all reasonable cost to the Board for bus transportation to the end of the current school year as hereinafter provided in excess of those costs agreed to under the terms of this Contract. Should such costs exceed those supplied by the successful bidder, the successful bidder shall be liable for the additional costs. The Board may terminate this agreement for convenience upon not less than 90 days prior written notice to the successful bidder.

18. Management Personnel: The successful bidder shall provide a full-time Location Manager, Location Safety Manager, a permanent dispatcher and adequate personnel to provide proper supervision over its employees and to keep and maintain proper transportation records. Such employees must be dedicated full-time to the District and must provide services on the District's premises. The Location Manager and Location Safety Manager should carry adequate permits to drive students if needed and must be available to drive when needed.

All management of the successful bidder are subject to call 24 hours per day, seven (7) days per week. The successful bidder must furnish cell phone numbers of all managers in order for the District to reach them at any time. The Board reserves the right to interview on-site supervisors before they are assigned and shall have the right to require the removal of any supervisor who is performing in a manner that is unsatisfactory to the Board. The successful bidder agrees to notify Board prior to any transfer of the on-site supervisor.

The successful bidder shall maintain a central dispatch station in clear and complete two-way radio contract with all vehicle drivers operating vehicles used in performing this Contract.

A permanent dispatcher shall be employed by the successful bidder and assigned to central dispatch and that person, or an equally competent substitute, shall be on duty at central dispatch at all times when transportation services are being performed.

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

Central dispatch shall make certain all drivers advise the building administrator of the building in which the students from the vehicle are most directly related of all instances of serious misbehavior on a vehicle operated pursuant to this Contract and shall assist the building administrator or his/her designee in obtaining whatever information they may desire relative to each incident.

19. Supervision of Loading and Unloading: The successful bidder agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pickup and delivery points, and the successful bidder will provide full-time office staff who are responsible for the reporting of and resolution of transportation problems. Successful bidder shall ensure a dispatcher is available to answer phone calls at the bus barn on all days that transportation is provided, between the hours of 6:00 a.m. to 5:00 p.m.
20. Student Management: Rules and regulations regarding bus passenger discipline shall be given to each student and the successful bidder by the District; however, the failure of the District to provide such information shall not relieve the successful bidder from its obligations under this Contract.

When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and/or description of the situation to his supervisor in writing. The supervisor shall turn in the report to the appropriate School no later than the following day. Decisions on student disciplinary issues, such as suspensions or expulsions, will rest with the District.

Vandalism damages to the successful bidder's equipment or facilities will be the responsibility of the successful bidder. However, the District will assist the successful bidder in receiving restitution whenever practicable. The successful bidder is to provide two digital cameras with working audio inside each bus to cover the front and back of the bus, as well as a stop arm camera on the outside of the bus. Recordings will be provided to the school principal for investigation when the successful bidder and/or the principal has a concern with student conduct on the bus within 24 hours of the request. To ensure student safety and to assist in the maintenance of good student behavior, the successful bidder will daily review, at random, two hours of bus videos from the previous school day. The successful bidder will refer any cases of misbehavior viewed to the principal as well as monitor and address any other safety violations. In those cases where video surveillance is used in determining proper student management, such recordings shall be provided within 24 hours and retained as needed. The video requests should only be obtained through the Board, no third parties should be allowed to obtain the videos directly from the successful bidder.

21. Operating Expenses: The successful bidder shall provide and compensate its drivers and other personnel, and pay all expenses pertaining to operating the buses, such as State licenses, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, and washing. Except as provided for herein, all expenses shall be paid by successful bidder.

To avoid the potential extremes regarding price fluctuations for bulk fuel deliveries, and to avoid unwarranted fuel taxes, the Board shall purchase all fuel for operation of the buses under this Agreement. All fuel provided to the successful bidder by the District shall be used exclusively for the performance of this Contract.

The successful bidder shall be responsible for dispensing all fuel for vehicles used in the performance of this Contract according to the following procedures:

- A. Fuel that has been purchased by the District shall only be dispensed for use in vehicles used to transport students as required by this Contract.
- B. Fuel will be dispensed only from the dispensing facility designated by the District.
- C. The successful bidder will have access to the electrical supply switch box to the dispensing pump. The

successful bidder shall secure all locks securing the dispensing facility and equipment at all times when fuel is not being dispensed and shall strictly control all keys so as to prevent unauthorized access.

- D. The successful bidder will need to verify that the District's fuel is not being utilized when the buses are being rented out to other parties. If the successful bidder cannot prove this, they will be responsible for reimbursing the District at that time.
- E. The successful bidder is responsible for making sure that the dispensing facility meets all of the requirements needed, if fines are assessed, the successful bidder will be liable.

22. Equipment: All buses supplied including spares shall be diesel powered. Any smaller special units that are gasoline powered may be approved for use. All diesel powered units shall have an average age of seven (7) years and be no older than twelve (12) years old, and all gasoline powered units shall have an average age of six (6) years and be no older than ten (10) years old.
23. Contract Conditions/Duration: The contract term will be for the 2025-2026 through 2029-2030 school years. The agreement may be extended thereafter on a year-to-year or multiyear basis, upon the mutual agreement of the parties, for no longer than a ten (10) year term. The first day of service being on the first day of the 2025-2026 regular school year. The term dates are intended to cover a regular school year as well as that year's summer school program, if applicable. Fleet needs for summer school programs will be determined each preceding spring and are expected to be less than those of the regular school year. Dates may fluctuate based upon these programs.
24. Reservations: The District reserves the right to use other transportation services for field trips, shuttle runs, athletic activities, out-of-district transportation and, if needed, for regular District routes. This is not to preclude the possibility that the Board may combine some of these types of activities where feasible with regular routing.
25. Compensation/Billing/Escalation: The successful bidder shall be compensated at the rates quoted and contained on the Rate/Bid sheet contained within this document. Except as provided herein, the successful bidder shall only be compensated for services actually provided. The bidder shall use 174 operating days as the expected length of school year. Mid-day runs are included in the contract price. All billings shall be made at the close of each operating month and contain the number of actual operating days within that month. This invoicing shall be verifiable based upon routes served, trips run, etc. Any disputes concerning the billings shall be resolved as soon as practical so as to not delay payment to the successful bidder. The successful bidder shall coordinate with the District so as to submit billings in a timely fashion allowing proper processing and submission to the Board for prompt payment. In general, bills should be submitted within three (3) working days of the previous month closing. Such billings shall be separated by type of service (general, special education, Pre-K, athletics, field trips, etc.). Accurate mileage logs must be maintained and provided to the District, and shall be by type of service.

Bidders shall quote rates for the initial year of the contract. For the years from 2026-2030, prices may increase effective July 1, by a percentage as provided in the STUDENT TRANSPORTATION BID/RATE SHEET. All future years may increase effective July 1, by a percentage to be mutually agreed upon but in no event more than ten percent (10%).

26. Force Majeure: In the event the successful bidder is unable to provide transportation services as herein specified because of acts of God, fire, riot, war or civil commotion, strikes or labor disputes, except as described below, the Board shall excuse the successful bidder from performance hereunder and shall have the right to take over the operation of such buses that the successful bidder is prevented from operating, with such employees or other persons as the State of Illinois may deem appropriate, until the successful bidder is able to resume operation. Payment of contract will be stayed until the successful bidder is able to resume legal operation and maintenance of the contract. No portion of the contract costs will be paid by the District for the period of time the successful bidder is not able to operate and maintain the contract except that cost which is agreed to for the use of the successful

bidder's bus fleet which shall be gained by researching those common costs relative to bus leases in the local market.

27. Dry Run/Orientation: Prior to the start of each school year the successful bidder shall conduct an introductory orientation meeting for all of its drivers and aides. This orientation shall include a thorough instruction process orienting drivers as to any and all changes for the coming year, District policies, etc. In addition, each driver shall drive their respective routes exactly as route sheets indicate for the complete AM and PM portions of the routes and report to their management any problems or concerns that they may encounter. Such orientation may be attended by District personnel and shall take place no later than one week prior to the start of school.
28. Change of Ownership: The successful bidder shall notify the Board in writing of any change of ownership or control of the successful bidder prior to such change. If ownership or control of the successful bidder changes during the term of this Agreement, the Board reserves the right to cancel or terminate this Agreement if such change is not viewed to be in the best interest of the Board.
29. Transition Plan: The successful bidder shall submit a Transition Plan to the District within ten (10) calendar days after being notified that it will be awarded the contract. The Transition Plan must include a minimum: a plan for appointing on-site management personnel; hiring of drivers, and aides; securing of vehicles; implementation of routing; and the procedures and time line(s) for the continuation of the existing program. As a part of the Transition Plan, the successful bidder shall employ the Contract Manager no later than July 1, 2025. The Transition Plan will also contain information on what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. The District will provide whatever assistance it can, however the responsibility for the development and implementation of the Transition Plan will rest fully with the successful bidder.
30. Student Records: The successful bidder 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 District's students shall at all times be treated as confidential by successful bidder and will not be copied, used or disclosed by successful bidder for any purpose. Successful bidder shall, as soon as possible, make the District aware of any data breaches and assist the District with necessary notifications and reimburse the District for any costs incurred by the District. Upon the expiration or termination of this Agreement, successful bidder agrees to promptly return to the District any and all school student records and personally identifiable information in successful bidder's possession. For avoidance of doubt, student records may include videos and photos of students.
31. Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the successful bidder to the Board may be subject to disclosure to third parties in accordance with FOIA. If the successful bidder requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the successful bidder must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the successful bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the successful bidder at the time of submission to the Board will be presumed to be open to public inspection. The successful bidder may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the successful bidder in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The successful bidder waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the successful bidder agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any

documents requested by the Board that directly relate to the governmental function that the successful bidder has been engaged to perform on behalf of the Board.

32. Payment For School Closures and E-Learning Days: To the extent required by Section 10-20.56(d-15) of the School Code (105 ILCS 5/10-20.56(d-15)), when enforceable under law, the Parties agree that the District shall pay successful bidder the mileage or route rates (as applicable) for routes that were scheduled to be run on any date that a school closure or e-learning day occurs, if such closure precludes the successful bidder from performing its regularly scheduled duties and employees would have reported for work but for the closure, unless the day is rescheduled and the employees will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered. Successful bidder shall provide an invoice for the foregoing costs, but will not include such costs for any school closure or e-learning day on any invoices until after June 1 of each contract year in order to allow the District opportunity to determine if the day will be rescheduled.

Successful bidder represents and warrants that it shall pay its employees their daily, regular rate of pay and benefits for any school closure or e-learning day if such closure precludes the successful bidder's employees from performing their regularly scheduled duties and employees would have reported for work but for the closure, unless the day is rescheduled and the employees will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered. Upon request, successful bidder shall provide the District with certified payrolls as evidence of compliance with this section.

For purposes of this section, "school closures" shall not include holidays or other days of closure reflected on the school calendar for which successful bidder's employees are not scheduled to work. The District retains sole discretion to determine if and when a school closure day is rescheduled.

33. Liquidated Damages: The Board requires the successful bidder to provide high-quality transportation services that comply with all applicable safety and scheduling requirements. Should the successful bidder fail to meet the requirements of this contract, the Board will be harmed in a manner that is difficult to ascertain with certainty. As such, the successful bidder hereby agrees to the liquidated damages for the successful bidder's breach of this contract as set forth below. Each bidder further agrees that it has voluntarily submitted a bid with full knowledge and awareness of the damages set forth below, has factored such costs into its bid, agrees to be bound by such terms and waives any rights to challenge the enforceability of such terms and conditions.

- a. If at any time the successful bidder fails to provide the approved number of vehicles or personnel (supervisors, drivers, aides, mechanics) as required by the Contract, the Board shall deduct from the successful bidder's monthly payment \$200 per day/per bus, or per day/per person for each occurrence.
- b. If the successful bidder does not supply the necessary spare vehicles to operate the home-to-school program, the Board shall deduct from the successful bidder's monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50. If the successful bidder does not supply the necessary spare vehicle within one hour, the amount deducted shall be the pro-rata cost of the vehicle(s) for that day, plus \$100.
- c. This Contract requires the successful bidder to provide a responsive transportation program that minimizes the Board's involvement in the day-to-day operation of the program. The Board shall notify the successful bidder if operating problems occur which require the Board's involvement. If similar operating problems reoccur within thirty (30) days, the Board shall deduct \$100 from the successful bidder's monthly payment for each such occurrence.
- d. If at any time the successful bidder uses a driver to perform this Contract who has not been approved by the Board and/or does not meet the requirements of the State of Illinois, the Board shall deduct \$300 per day from the successful bidder's monthly payment for each driver so employed.
- e. A reliable transportation system is important to meet the educational requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and students

must be delivered home in the PM in a timely and efficient manner. If a vehicle is more than 15 minutes late arriving to school in the AM (bus should be expected to arrive 15 minutes before bell times in order for students to be able to eat breakfast and/or get ready for their day), or leaving the school in the PM, the Board shall deduct \$100 from the successful bidder's monthly payment for each occurrence, except for occurrences caused by weather or traffic delays beyond the successful bidder's control. The successful bidder shall document such excepted delays, including with GPS data.

- f. The Board shall provide notice to the successful bidder of extra-curricular transportation needs at least twenty-four (24) hours before such trips. If the successful bidder fails to provide the necessary vehicles and driver(s) for such extra-curricular trips, the Board shall deduct \$250 from the successful bidder's monthly payment, plus any financial damages the Board incurs as a result of the missed trip (e.g., referee fees, entrance fees, etc.) for each vehicle. If a vehicle used for extra-curricular trips breaks down and that vehicle is not fixed and operating or a replacement vehicle does not arrive for more than 2 hours, the Board shall deduct \$250 from the successful bidder's monthly payment.
- g. The Board requires that all vehicles the successful bidder uses to perform this Contract have operating two-way radios and a GPS Tracking System. The successful bidder must provide the frequency information for such communication devices and one walkie-talkie radio and charger to the District. If the successful bidder fails to provide these systems or does not provide the Board unlimited access to these systems, the Board shall deduct \$100/day from the successful bidder's monthly payment.
- h. The Board requires all successful bidder vehicles to have at least two (2) working digital cameras and recorders. The Board shall deduct \$200 per day from the successful bidder's monthly payment for any vehicle that does not comply with this equipment requirement.
- i. The successful bidder is required to provide read-only access to the successful bidder's routing software and GPS software to the Board. The Board shall deduct \$100 per day from the successful bidder's monthly payment for each day it does not have such access.
- j. The successful bidder is prohibited from changing any routes without prior written approval from the Board prior to 6:00 AM for morning routes and 12:30 PM for afternoon routes. If the successful bidder makes unauthorized changes to the routes, the Board shall deduct \$100 per occurrence from the successful bidder's monthly payment.
- k. The successful bidder's vehicles are required to carry proper identification signs, to identify routes. This identification is essential for the school staffs and students to identify the buses. Vehicles displaying no identification at all, more than one identification, or the wrong identification, generate confusion, inefficiency, and costly duplication of services. The Board shall deduct \$100 per day for each vehicle operating without proper identification.
- l. If a vehicle is being used by someone other than the District, the District's name shall be covered. Vehicles should be cleaned and sanitized prior to student use. The Board shall deduct \$1,000 per day for each vehicle being rented by another party with the Board's name visible.
- m. If a driver or monitor is found to be on their cell phone while children are on the bus (stopped or not), the Board shall deduct \$500 per day + disciplinary action that it is determined such behavior has occurred.
- n. If the successful bidder fails to provide a video recording within 24 hours of being requested to the school or administrator requesting it, the Board shall deduct \$100 per day beyond the 24 hours.
- o. If the successful bidder fails to notify parents of a route change, the Board shall deduct \$100 per incident.

These provisions for liquidated damages shall not be regarded as a waiver by the District of any other rights to which it may be entitled in the event of successful bidder's default. These liquidated damages shall be in addition to any other remedy lawfully available to the Board.

STUDENT TRANSPORTATION BID/RATE SHEET
2025-2026 SCHOOL YEAR

- 1) For the 2025-2026 Contract Year, please provide the information requested in the space provided.
- 2) District reserves the right to award a contract for any, all or none of the services for which it is accepting bids.

1. GENERAL TRANSPORTATION SERVICES, EXCLUDING SPECIAL EDUCATION, FIELD TRIPS, ATHLETIC EVENTS, AND OTHER SPECIAL PROGRAMS (per route per day cost)

<u>2025-2026</u>
\$

2. SPECIAL EDUCATION TRANSPORTATION SERVICES (per route per day cost)

<u>2025-2026</u>
\$

3. FIELD TRIPS (per bus per hour/2 hr minimum. Driver time will only be paid for time spent driving, unless the trip is more than 60 miles away from the pickup school.)

<u>2025-2026</u>
\$

4. WHITE ACTIVITY VANS IF BIDDER'S DRIVER IS UTILIZED (per bus per hour/2 hr minimum)

<u>2025-2026</u>
\$

5. WHITE ACTIVITY VANS IF DISTRICT'S DRIVER IS UTILIZED (per bus per mile)

<u>2025-2026</u>
\$

6. AFTER SCHOOL PROGRAMS (per bus per hour/2 hr minimum)

<u>2025-2026</u>
\$

7. SUMMER SCHOOL TRANSPORTATION RATES

- GENERAL

<u>2025-2026</u>
\$

- SPECIAL EDUCATION

<u>2025-2026</u>
\$

8. COST OF ADDITIONAL AIDES- OVER AND BEYOND 27 MONITORS INCLUDED IN CONTRACT PRICE (per route)

<u>2025-2026</u>
\$

9. COST PER MINIVAN PER DAY (TO BE DRIVEN BY DISTRICT PERSONNEL; DISTRICT TO DETERMINE NUMBER OF MINIVANS REQUIRED; ONLY REQUIRED FROM SEPTEMBER 1-MAY 30)

<u>2025-2026</u>
\$

10. PERCENTAGE INCREASE PER YEAR FOR YEARS 2026-2030: _____

All bidders must sign below in order for this to be a valid bid offering. Unsigned bids will not be considered. By signing below, the bidder represents and warrants to the Board that: (i) it has read the bid specifications in their entirety and agrees to be bound by the terms thereof; (ii) it has reviewed this bid submission and has confirmed the pricing set forth herein is correct and accurate; (iii) it is ready, willing and able to provide the services requested herein in accordance with the terms of the Bid Documents; and (iv) upon award of the contract, it will execute and deliver two (2) originals of the Agreement for Transportation Services included herein to the Board.

CONTRACTOR: _____

This bid is submitted by: _____

Phone: _____

Title: _____

Date: _____

EXHIBIT A

For bidders' reference, below is information about the current transportation service. The information provided in this Exhibit A is for reference only and is not binding on the District.

1. There are usually 20 days for General Education (15 buses) and Special Education (6 buses) during summer school.
2. Current fleet of vehicles includes:
 - 7 minivans (driven by District personnel and housed the Annex)
 - 71 passenger buses: 56
 - 48 passenger buses: 5
 - Wheelchair Lift equipped buses: 7
 - bus 48 - seats 24 Seats and has 4 w/c positions (this is the spare w/c bus required by contract)
 - bus 56 – capable of 72 seats and has 5 w/c positions
 - bus 57 – Capable of 72 seats and has 5 w/c positions
 - bus 62 - seats 18 and has 4 w/c positions
 - bus 63 – 36 seats and has 1 w/c positions
 - bus 64 - seats 8 and has 5 w/c positions
 - bus 65 - seats 42 and has 1 w/c positions
3. District owns two 10,000 gallon fuel tanks and it only has diesel gas.
4. Three 14 passenger white activity buses are provided by the successful bidder, but are operated by District personnel for activity and athletic trips for small groups of students. The District also requires contractor to provide drivers as requested by the District.
5. Five white minivans are provided by the successful bidder, but are operated by District personnel to provide marginalized students transportation to appointments to and from school as necessary and social service agencies.
6. Route summary:
 - 64 Am & PM daily routes;
 - 22 mid-day pre-kindergarten routes (16 routes run 2 hrs and 6 routes run 3 hrs);
 - plus, various after-school activity routes.
7. Current Utility Payments (rounded to nearest \$1,000.00):
 - Electric Svc. : \$18,000 per year
 - Gas Service : \$8,000 per year
 - Water Svc. : \$7,000 per year
 - Alarm Svc. : \$1,000 per year
 - Trash Svc. : \$2,000 per year
 - Parking Lot Lease- \$4,000 per year
8. General Education Routes run an average of 5.9 hours per day (AM, PM, Mid-day), Special Education Routes run an average of 6.3 hours per day (AM, PM,

Mid-day). There are no routes that run over 3 hours, when you do not include the mid-day.

9. 35 bus monitors currently used for special needs and to address behavior issues. Their daily hours are an average of 5.6 hours per day. 27 bus monitors are included in the contract price.

District Description

Danville School District 118 is a PreK-12 unit district. The districts boundaries include the city of Danville and a parts of the city of Tilton. FY23 enrollment – 4,857

The district consists of:

5 elementary schools

- 2 schools include PreK students
- 1 magnet school that operates on a balanced calendar
- 1 upper elementary school
- 1 middle school
- 1 alternative school
- 1 high school

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2025, by and between the Board of Education of Danville Community Consolidated School District 118 ("District"), and _____ ("Bidder") (collectively referred hereto as "the Parties").

WHEREAS, District has requested public bids for transportation services ("Services");

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

WHEREAS, District desires to enter into this Agreement with Bidder to provide the Services in accordance with the documents referenced herein.

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

1. Duration of Contract. This Agreement shall be effective beginning July 1, 2025, and ending June 30, 2030, unless renewed as provided in the Contract Documents.
2. Contract Documents. The documents comprising the entirety of the agreement between the parties are the Instructions to Bidders, General Conditions, Student Transportation Bid/Rate Sheet, Exhibit A, this Agreement, Bidder's bid, and any addenda to the bid documents. The precedence of such documents shall be as follows:
 - A. This Agreement
 - B. Any addenda to the bid documents
 - C. Instructions to Bidders
 - D. General Conditions
 - E. Student Transportation Bid/Rate Sheet
 - F. Exhibit A
 - G. Bidder's bid
3. Compensation. The Bidder shall provide all services as awarded by the District and shall be compensated according to the terms of the Contract Documents. Payments are approved by the Board each month provided that the service has been properly provided and accepted. In accordance with Board approval, monthly invoices will be paid in accordance with the Illinois *Local Government Prompt Payment Act*. Format of the detailed billing statement must be agreed to by the School District.
4. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois notwithstanding its choice of law provisions. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.
6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have signed this Agreement on the ____ day of _____, 2025.

BOARD OF EDUCATION OF
DANVILLE COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 118

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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