

**PUPIL TRANSPORTATION**  
**REQUEST FOR BID INFORMATION**  
**MARCH, 2018**

**JOHNSTON CITY COMMUNITY UNIT  
SCHOOL DISTRICT NO. 1  
200 E. 12<sup>th</sup> STREET  
JOHNSTON CITY, IL 62951  
(618) 983-8021**

**NOTICE TO BIDDERS**

The Board of Education of Johnston City Community Unit School District No. 1 is requesting sealed bids for pupil transportation service. Bids are requested on a three-year contract for the school years 2018-2019, 2019-2020, and 2020-2021. Bids shall include an option to extend the contract to include school years 2021-2022 and 2022-2023 each at the option of the Board, with the stipulation that the option for those years be exercised no later than April 1<sup>st</sup> of each year.

Sealed bids must be submitted on the bid form provided and must be received in the Administration Office of Johnston City Community Unit School District No. 1 by 10:00 a.m. on Wednesday, April 4, 2018, at which time they will be opened and read aloud. Please mark on the outside of the envelope "Sealed Bid – Student Transportation Services." Any questions about bidding requirements or for further information please contact Patti Kirkpatrick, Director of Finance & Accounting, Johnston City CUSD #1, 200 E. 12<sup>th</sup> Street, Johnston City, IL 62951, 618/983-8021. Email address is [pkirkpatrick@jcindians.org](mailto:pkirkpatrick@jcindians.org).

The Board of Education reserves the right to accept and/or reject any or all bids, to waive all irregularities in bidding procedure, and to make all decisions in the best interest of the school district.



Name of  
Company \_\_\_\_\_

Bid Submitted by \_\_\_\_\_ Telephone # \_\_\_\_\_

Position in  
Company \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Bidder must use the official firm name and authorized representative must sign.

## **INSTRUCTIONS TO BIDDERS**

1. Johnston City Community Unit School District No. 1 is accepting bids for a contractor to provide pupil transportation for this district as described in the specifications.
2. Sealed bids must be received in the Administration Office of the Johnston City Community Unit School District No. 1 located at 200 E. 12<sup>th</sup> Street, Johnston City, IL 62951. The bid must be on the forms provided. All bids must be delivered in sealed envelopes marked on the outside, "Sealed Bid-Student Transportation Services." Bids will be accepted by the Board of Education until 10:00 a.m. on Wednesday, April 4, 2018, at which time they will be opened and read aloud. No bids will be received after this time.
3. Bid proposals are to be for a three-year contract with two additional option years. The contract period will be for the 2018-2019, 2019-2020, and 2020-2021 school years with options to continue the contract for the 2021-2022 and 2022-2023 school years.
4. All bids, prices, terms, and conditions must be valid and firm for a period of sixty (60) days after the date of the bid opening.
5. The Board of Education reserves the right to reject any and all bids, or to waive any informalities, irregularities, or defects in any proposal, should it deem it to be in the best interest of the District to do so. The contract will be awarded to the responsible bidder meeting specifications and who will best serve the interest of the School District, as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service be provided in accordance with the specifications in a competent, safe, and efficient manner. The actual dollar cost of the proposal submitted by each bidder will not be the sole criterion for determining the best bid.
6. All specifications shown are minimal and any exception to these terms or conditions or deviations from the written specifications must be shown in writing and attached to the bid forms. Unless the bidder so indicates, it is understood that this bid is in strict accordance with the specification requirements. Any

explanation, statement or alternate which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto.

7. It shall be an obligation of the Contractor, in cooperation with the School District, to institute a good public relations program within the community and the news media so that pertinent items affecting the transportation program can be brought to the attention of the public. The Contractor shall make every effort to improve the public image of school bus transportation within the District.
8. A bid bond in the amount of 5% of the total bid price is required from a qualified and acceptable surety.
9. All information given for passengers, routes, or lengths of routes will be based on estimates for the present operation and enrollment for the 2017-2018 school year.
10. The bidders shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county, and other local government agencies that may in any manner affect the performance of the contract. The contractor in performing this contract, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex, or national origin, nor otherwise commit any unfair employment practice.
11. The bid is subject to and governed by the Equal Employment Opportunity Clause set forth in the Rules and Regulations of the Illinois Department of Human Rights.
12. Bidders must agree to comply with the provisions of the occupational Safety and Health Act and the standards and regulations issued thereunder and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
13. Bidders shall agree to comply with provisions of the Consumer Product Safety Act and shall certify that items furnished under this bid conform with applicable standards.
14. The bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing of vehicles.
15. Bidders shall not include in their quotation taxes which school districts are not subject.

16. All bids shall be deemed final, conclusive, and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.
17. No contract shall be assigned or any part of the same subcontracted without the written consent from the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
18. As stated above, the dollar amount of the bid, the financial responsibility of the bidder, and the ability of the bidder to perform his contract are primary concerns of the Board of Education in awarding the contract. However, the actual dollar cost of the proposal submitted by each bidder will not be the sole criterion for determining the best bid. Other areas of concern include contractors whose:
  - a. Management experience in school bus operation and transporting children can be demonstrated to the satisfaction of the District.
  - b. Buses are equipped for the convenience, safety and comfort of the students.
  - c. Management personnel can show evidence of having proper maintenance employees and maintenance equipment.
19. Bidding is limited to contractors licensed to do business in the State of Illinois and having done business in Illinois for the past five years.
20. Interested bidders may contact the undersigned in person or by telephone in case of questions or for an opportunity to examine all available maps and other documents reflecting the pupils to be transported, the approximate routes and schedules to be followed:

Patti Kirkpatrick, Director of Finance & Accounting  
Johnston City Community Unit School District No. 1  
200 E. 12<sup>th</sup> Street  
Johnston City, IL 62951  
(618) 983-8021

## BIDDER INFORMATION

This invitation for bids is for the purpose of entering into a contract with a pupil transportation company hereinafter, referred to as "Contractor," for furnishing student transportation services to the Johnston City Community Unit School District No. 1 hereinafter referred to as the "District." Statements, items and criteria set forth herein are minimal standards.

The submission of a "Bid" by a contractor will be construed as an indication that he is fully informed as to the extent and character of the services required and can offer the services satisfactorily in compliance with the specifications for student transportation services.

These services are requested for the 2018-2019, 2019-2020, 2020-2021 school years with an option to be exercised by the District for the 2021-2022 and 2022-2023 school years at the discretion of the District.

1. The base bid must be submitted on the Base Bid form and the prices shall be based on the costs to operate the transportation system for District #1 for student attendance days (currently 174). Cost per bus per day.
2. Supplemental Transportation shall be bid cost per mile, per driving hour, per waiting hour and a minimum per trip.
3. Compensation due for transportation services provided shall be paid in nine (9) equal payments starting October 1 for August/September and shall continue through June 1 for May each year of the agreement. There will be no advance payments made.
4. Any explanation or statement which the contractor wishes to make must be placed in the same envelope with the base bid but shall be written separately and independently of the base bid and attached thereto. Unless the contractor so indicates, it is understood that the Contractor has bid in strict accordance with the specification requirements. The Contractor shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the contract. The Contractor shall verify these specifications and make the examination required in this document before submitting a bid.

## **SPECIFICATIONS PUPIL TRANSPORTATION SERVICE**

### **SCOPE OF CONTRACT**

Contractor shall, during the period hereinafter set forth, transport conveniently and safely, any and all students designated by District between school and such points reasonably close to the pupils' residences, as are approved by District. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted by Contractor to District and approved by District (Basic Transportation).

In addition, Contractor shall, during the period of this Agreement, provide transportation for all students or other authorized personnel as may be required by District on field trips, excursions, athletic activities or any other purpose designated by District (Supplemental Transportation).

Contractor shall not permit any person other than District's pupils or its authorized personnel or Contractor's employees, drivers in training or driver trainers to ride the buses without the prior written consent of District.

### **QUALIFICATIONS**

State your firm's qualifications to prove you are qualified to perform this job should your firm be awarded the contract. Submit information with the bid which will demonstrate the following:

Quality of supervisors, office personnel and mechanics. Must have experience in operation of student transportation as a supervisor. Explain how these employees are chosen, how they are trained, and what their typical schedules are. State the qualifications of supervisors. Considering scope of work, provide information such as rate of pay, fringe benefits, and minimum years' experience as supervisors, etc.

Training – explain how bus drivers, and bus assistants are trained, what techniques are used, how long, and how often. Documentation on training must be provided by the successful Contractor.

Start Up - a mobilization plan should be ready for discussion to assure the District of the Contractor's ability to take over the job.

Experience – describe current and past experience at similar institutions. Contractor is required to have minimum of five (5) years experience in providing student transportation services in the State of Illinois.

Reference List – provide a reference list of three (3) or more schools where Contractor provides student transportation services.

Financial – include a copy of your most recent audited financial statement or annual report.

Present – any other information pertinent to this bid which you feel has not been covered and should be known to the District when considering your bid.

## **ROUTES AND SCHEDULES**

Contractor shall work cooperatively with District in establishing and planning all routes, stops and schedules so as to safely deliver all pupils within a reasonable time prior to the opening of each school and return them to their respective bus stops within a reasonable time after the closing of the school day.

Routes will be established by the Contractor and approved by the District, which will provide for the transportation needs of the District. These routes will be established no later than August 1<sup>st</sup> of each contract year. Contractor shall work closely with District's Superintendent of Schools or designee in planning the routes and otherwise performing this Agreement.

District reserves the right to revise or change any and all routes, schedules and the number of buses required to best suit its transportation needs at any time before or during any contract year. District shall notify Contractor whenever changes are necessary in routes, time schedules, or number of buses to be utilized and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within two (2) business days after notice is received from District.

Bus drivers shall not deviate from their normal routes, pickups, or times, except for reasons beyond their control, at which time they shall notify manager who shall notify District. Drivers shall supervise all loading and unloading of students.

Presently, there are seven (7) 71 passenger buses used on seven routes to the schools in the AM and PM taking students home. Beginning with the 2018-2019 school year at least one 75 passenger bus will be required, as well as one of the buses will need to have an electric door. The needs of the District could change in the future.

## **MANAGEMENT PERSONNEL**



Contractor shall provide a full-time on-site manager who shall reside within the District or within 15 minutes of the bus facility and who shall be responsible for Contractor's performance of this Agreement. Contractor shall furnish District with the name and address of such manager within 10 days of the awarding of this contract. Contractor's manager shall have complete authority with respect to all matters relating to the performance of this Agreement including matters relating to personnel and the changes and substitutions thereof, adherence to and changes in schedules and responsibility for record keeping as required under the terms hereof. All supervisors are subject to call 24 hours per day, seven (7) days a week. **The on-site manager shall not be a part of the regularly assigned driving personnel.** If such on-site manager must perform emergency only substitution (approved by District Superintendent), the Contractor shall provide at their own expense office personnel to handle communications between parents, drivers, and/or schools. At no time while school is in session, shall the Transportation Office not have someone on site. The District reserves the right to interview on-site supervisors before they are assigned and may request in writing for the removal of any supervisor who it feels is performing in a manner which is unsatisfactory to the District. The District shall receive notice prior to the transfer and or resignation of the on-site supervisor. If there is a change in personnel then the name and address of such shall be provided to the District within twenty (20) days of the change.

## **OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS**

Contractor shall employ a sufficient number of drivers and support personnel including bus assistants, if required, to assure District continuous and reliable service. The successful bidder shall furnish to the District before July 15 of each year of this contract, the following information relative to each driver who will be used in the implementation of the contract and be responsible for keeping current such information:

- A. Name of driver, to include first name, middle initial and last name
- B. Driver's permit and license number
- C. Normal routing assignment
- D. Normal bus assignment

It is understood and agreed that Johnston City CUSD #1 shall reimburse the Contractor for the hourly cost of bus assistants/monitors, (at the present time one is required) and will be subject to itemized monthly statements. However, the Contractor shall have the responsibility for hiring, supervising, or providing workers' compensation insurance coverage for said bus assistants.

Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and nonprescription drugs which impair the safe operation of the bus.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to approve the employment of such personnel and require Contractor to remove from service under this Agreement any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation service for District; and provided further that District shall make such request in writing and state the reasons therefor.

Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:

- A. Possess a valid license or permit issued by this State authorizing such person to operate a school bus.
- B. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.
- C. Successfully complete a course of training, including classroom instruction in school bus safety, pupil discipline, human relations, defensive driving, first aid, use of fire extinguisher, traffic laws, District's policies and regulations and shall include a minimum of fifteen (15) hours behind-the-wheel school bus driving instruction.
- D. Possess a satisfactory driving record and criminal history record, to be conducted after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- E. Prior to employment and from time to time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
- F. Satisfy all requirements of the U. S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- G. Meet any other criteria required by law or District's policy rules or regulations.

Contractor shall hold each driver responsible for:

- A. Supervising the loading and unloading of his/her bus at every pickup and delivery point.
- B. Keeping informed of all rules and regulations affecting the operation of school buses and standards of conduct.
- C. Complying with all federal, state and local traffic laws while operating buses under this Agreement.
- D. Carrying appropriate identification, at all times while on duty.
- E. Carrying a timepiece while on duty so that the driver can maintain established schedule times.

Operation information including cost per route, annual route mileage, field trip mileage, transportation policy, District calendar, District map, are available on request.

## **STUDENT DISCIPLINE**

The ultimate responsibility and authority with respect to all disciplinary problems, suspensions or expulsions of any student from transportation services hereunder shall rest with District. Contractor's drivers are responsible for such discipline as is required to properly operate Contractor's buses. Each driver shall handle all the disciplinary matters in strict accordance with District policy. In no case will a driver eject a student from a bus for misbehavior. Drivers will be obligated to report misconduct on the bus in writing following completion of the route to the respective building principal who will take the necessary disciplinary action. Failure of the driver to report misconduct on the bus shall be grounds for the driver's dismissal.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor all reasonable assistance in obtaining restitution for damaged equipment or facilities. Contractor may, upon concurrence by District, refuse to provide a student with transportation services until vandalism damages caused by such students are paid.

## **EQUIPMENT**

The Contractor shall keep all equipment used for the transportation of students in strict accordance with the State of Illinois, Federal and any other local government Minimum

Standards for School buses, and such additional standards as hereinafter set forth. All buses shall be kept in a clean and sanitary condition and open to examination by District personnel and the Board of Education at all times.

During each of the school years the term hereof the age of the Regular Route Vehicles shall be maintained at a six-year average with no vehicle older than ten years (all diesel) as a regularly dispatched vehicle unless specifically approved by the District. The Contractor shall verify compliance with this standard by submitting a list of all buses, identified by number, and providing serial number, brand name, year of manufacture and capacity for each bus listed. Contractors shall be responsible for keeping current such information when equipment changes are made. Notwithstanding, the foregoing, the Board of Education reserves the right to require the Contractor to replace any piece of equipment deemed, in the District's judgment, as unsafe for the transportation of students.

All vehicles used to transport District pupils shall be parked and maintained on Contractor property. The Contractor also has the option to submit a bid to Johnston City CUSD #1 for use of the School District's current property: located 1103 Monroe Avenue (**See Appendix A**). The Contractor shall identify the site from which they intend to operate in their proposal. The Contractor shall give a detailed description of the premises including maintenance facilities and office facilities.

All buses shall be equipped with an operating two-way radio system compatible with the District's two-way radio system, digital cameras (minimum of 2 lenses) and GPS. The Contractor is responsible for purchase and maintenance of all equipment required for this service. The Contractor shall provide a mobile phone for the on-site manager in order that the District personnel can make immediate contact with the manager in the case of emergencies.

## **STAND-BY VEHICLES**

The Contractor shall keep enough stand-by equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns and to take care of supplemental transportation.

Stand-by vehicles shall meet the same standards as regular route vehicles. A minimum of three (3) stand-by buses will be required, preferably one a 75 passenger bus..

## **SAFETY PROGRAM**

The Contractor shall plan and administer a safety program in conformance with State Laws and Regulations. A summary of the safety program shall be provided for review by District, and copies of the annual safety updates. This includes State

required drug testing of drivers. The safety program must include, but is not limited to the following:

#### Bus Drivers

- A. Must meet acceptability requirements as indicated in Illinois Revised Statutes Sec 6-106.1.
- B. All drivers must participate in both classroom and on the road training programs devoted to safe bus operations, rules and regulations and first aid.
- C. All drivers must participate in a defensive driving course as certified by the National Safety Council.
- D. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter and must be given a review course on rules and regulations, safety and first aid.
- E. All drivers are required to do a DOT pre-trip and post-trip each day and a written copy of the pre trip and post trip shall be retained by the Contractor.

#### Students

- A. The Contractor must assist and participate with the School District in providing safety programs as needed for the students. The Contractor shall conduct two (2) evacuation drills with the students each year at no additional cost to the school district.
- B. All routes, stops and vehicle operation must be conducted with the safety of the students as the primary concern.
- C. The drivers must continually monitor the behavior of the students to ensure that safe bus riding procedures are being followed.

### **PUBLIC RELATIONS**

Contractor shall, in cooperation with District institute a good public relations program within the community and the news media so that pertinent items affecting the transportation program can be brought to the attention of the public.

It shall be the joint responsibility of the parties to properly communicate with the schools, principals, parents and pupils. All parties concerned must be properly informed on routes, changes in routes and timing, etc. District shall pay all postage fees for parent notices, which are mailed from District's office. Contractor will provide the information necessary for such communication.

## **INCLEMENT WEATHER/SCHOOL CLOSING**

In the event of inclement weather or for any other reason that school must be cancelled, or delayed, the Superintendent of the District, or his designee shall notify the Contractor prior to 6:00 a.m. on the day of such cancellation or delay or as soon as possible before early dismissal or the cancellation of Supplemental Transportation.

Contractor shall advise District, after an on-site inspection, as to the condition of bus routes and the advisability of attempting to make basic runs during periods of inclement weather or adverse conditions.

## **LAWS AND REGULATIONS**

During the entire term of this agreement, the Contractor shall comply in every aspect with the official policies of the School District and all rules of the State of Illinois affecting or regulating the transportation of school children including but not limited to the Motor Vehicle Code, the School Code, the State and Federal Government, and the rules and regulations promulgated by the Illinois Office of Education.

Contractor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin or otherwise commit any unfair employment practices.

## **INSURANCE**

The Contractor, at his sole cost and expense, will provide and maintain automobile liability insurance covering all vehicles used in the performance of this contract. The amounts of the coverage will be as follows:

Bodily Injury Liability	\$3,000,000
Property Damage Liability	\$ 500,000
Uninsured Motorist Coverage	State Requirement
Blanket Excess Coverage	\$5,000,000

The Contractor, at his sole cost and expense, will also provide and maintain Workmen's Compensation Insurance covering all operations in connection with the performance of this agreement as required by law.

Certified copies of insurance policies, acceptable to the District, will be submitted by the Contractor prior to the commencement of any activity under the contract. All policies will list as additional named insured the Contractor, the District and its Board of Education, both individually and collectively, and all agents, representatives and employees of the Contractor and the District.

Each policy will affirmatively state that the coverage therein described will not be cancelled until at least thirty-(30) days prior written notice has been given to the District.

## **FUEL**

Contractor shall purchase all fuel necessary for the operation of the Contractor's buses within the scope of this service. There will be a fuel peg of \$3.25 per gallon. The Contractor shall invoice the District on its monthly invoice as a separate item for all fuel costs over \$3.25 per gallon. Should the fuel price drop below \$3.25 per gallon, the Contractor shall credit the District on its monthly invoice the difference. The cost shall be the average cost for all gallons for the month. The District may require copies of the fuel receipts each month.

## **COMPENSATION AND BILLING**

In consideration for services rendered, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in the bid. Contractor shall submit to District its invoice (present form offered) for transportation, together with such other information as may be required by District to enable District to comply with all relevant state requirements for reimbursement, by the fifth (5<sup>th</sup>) working day of each month for services provided through the last day of the preceding month.

Contractor shall also submit to District a separate invoice (form offered) for Supplemental Transportation, which is provided through the last day of the preceding month. Such invoice shall include the date of the trip, point or origin, destination, for whom service was provided and the cost.

Upon receipt of Contractor's invoices, District shall compensate Contractor for its services rendered on the Tuesday but no later than the Wednesday following the third Monday of each month. There will be no advance payments made.

In the event an invoice contains a disputed item, District may withhold payment for such item but shall not delay payment for the undisputed portions. The amounts and reasons

for a disputed claim shall be documented to Contractor at the time payment is due Contractor as set forth above. The parties shall then confer regarding resolution of the dispute. The amounts resolved in Contractor's favor will then be made within fifteen (15) days upon resolution.

## **RECORDS AND REPORTS**

Contractor shall provide reports and records which may from time to time be reasonably requested by District and necessary for proper payment for or evaluation of Contractor's performance hereunder. Such reports shall be on forms as may be furnished or prescribed by District. Records sufficient to confirm the accuracy of all reports shall be kept by Contractor and made available for inspection by District or its representative at all reasonable times for two (2) years after the submission of each report.

Contractor shall submit within twenty-four (24) hours after the occurrence of an accident, a detailed written report thereof. Contractor shall make a verbal report to District as soon after an accident has occurred as practicable.

## **BID BOND**

The Bid Bond from a qualified and acceptable surety or a Bid Deposit is required in the amount of 15% of the total bid price. The Bid Deposit shall be a Bank Draft or Certified check make payable to the Johnston City Community Unit School District No. 1. Bid Deposits of unsuccessful bidders will be returned immediately after the contract is awarded.

## **PERFORMANCE BOND**

Should Johnston City CUSD #1 require a performance bond, please state the additional cost of a 100% performance bond for the first year revenue on the bid sheet. **Do not include this cost in the regular bid price quote.**

## **ASSIGNMENT**

The services contemplated under this Agreement are deemed to be in the nature of personal services. This Agreement shall not be assigned or subcontracted by Contractor without prior written consent of District. In no event shall such consent relieve Contractor from its obligations or change the terms of this Agreement. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.



## **INDEMNIFICATION**

Contractor agrees to indemnify, hold harmless and defend Johnston City Community Unit School District No. 1, members of the Board of Education, officers, employees, students, teachers, and agents thereof against all suits, actions, legal proceedings, claims, and demands, and against all damages, loss, cost, expense and attorneys' fees in any manner caused by, arising from, incident to, connected with or growing out of the Contractor's performance of this contract, except to the extent that any such claim or demand arises from or is caused by the gross negligence or willful misconduct of District, its agents or employees.

## **TERMINATION**

District may, at its sole option, terminate this agreement at the end of any Contract Year, for just cause, by giving Contractor written notice no later than April 1 of the expiring Contract Year.

If either party shall willfully violate any of the covenants or duties imposed upon it by this Agreement, such willful violations shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

Consistent failure of Contractor to meet the terms of this Agreement shall be considered a willful violation for purposes of this section.

## **SURVIVAL**

The mutual obligations described in Compensation and Billing and Indemnification hereof shall survive the termination or expiration of this Agreement.

## **STATUS OF CONTRACTOR**

In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor employed to provide transportation services. Neither Contractor nor any of its employees shall be held or

deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

## **PLACE OF CONTRACT**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois. All references in this contract to the "State" shall mean the State of Illinois.

## **SEVERABILITY**

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

## **ESCALATION**

It is recognized (1) that certain of the Contractor's operational expenses, such as the cost of materials, services and labor change materially, up or down, during the contract period; (2) that such changes in cost cannot be determined in advance; (3) that without a realistic escalation clause in the contract, the parties must of necessity agree on a rate high enough to compensate for possible yet unknown added costs to cover the entire term of the contract; (4) that if an escalation clause is included in a contract which is fair and just to both the Contractor and the District, cost projections can be more accurate and the corresponding rate will be lower than it otherwise would be.

Therefore, the compensation for the services described herein is fixed for the 2018-2019 school year. In subsequent years of the contract, increases or decreases in the costs will be determined by the Consumer Price Index for All Urban Consumers-December 2018 for the 2019-2020 school year and so forth. Any such increase, however, will be no higher than five percent (5%) in any one year. Any increase will be fixed for the entire school year.

## **NOTICES TO PARTIES**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Superintendent of Schools

Johnston City Community Unit School District No. 1  
200 E. 12<sup>th</sup> Street  
Johnston City, IL 62951  
(618)983-8021

Notices to Contractor shall be addressed to:

Contractor Name:

Contractor Address:

Contractor Telephone:

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

### **FORCE MAJEURE**

In the event Contractor is unable to provide the transportation services herein specified because of any act of God, civil disturbance, fire, riot, war, picketing, strike, labor dispute, governmental action or any condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement. District shall have the right to take over the operation of the buses Contractor is prevented from operating for the reasons described above, whether such buses are supplied by Contractor or District, and may operate such buses with school employees or other persons as District may deem appropriate until Contractor is able to resume its regular operations. District shall pay to Contractor for the use of such buses the compensation which would be due in accordance with this Agreement had Contractor operated such buses, less all expenses and costs incurred securing the services of operating personnel and other such costs of operation; provided, however, the District's deduction of such costs and expenses shall not exceed the difference between the total compensation paid to Contractor for school buses less Contractor's fixed costs of operation.

### **AWARD OF CONTRACT**

Factors to be considered in evaluating proposals will include an analysis of the cost, quality of performance, quality of supervision, training procedures, and general experience. Strong consideration will be given to reputation and customer service responsiveness. Further emphasis will be placed on the Company's sophistication and expertise in responding to potential growth needs.

Award of the Contract will be made by the District on the basis of the proposal which, in the District's sole and absolute judgement, will best serve the interest of the District.

## ENTIRE AGREEMENT

These bid documents set forth the entire agreement and understanding between the District and Contractor (successful bidder) concerning transportation service. There are no representations, either oral or written, between District and Contractor other than those contained in the bid documents.

### Schedules for Attendance Centers

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High School 8:10 a.m. to 2:46 p.m.

Middle and Elementary Schools 8:05 a.m. to 2:41 p.m

### Busing Information

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For the 2016-2017 school year (174 days):

Regular Route Miles – 94558.4

Reimbursable Route Miles – 2236.0

Non-Reimbursable Route Miles – 11101.0

Current 2017-2018 routes:

One bus requires a bus assistant/monitor

Red bus route	3 hours and 30 minutes	79 miles per day
Black bus route	3 hours	74 miles per day
Pink bus route	3 hours and 15 minutes	54 miles per day
Blue bus route	3 hours and 15 minutes	78 miles per day
Green bus route	3 hours	75 miles per day
Yellow bus route	3 hours and 10 minutes	76 miles per day
Orange bus route	3 hours and 15 minutes	66 miles per day

Each route is guaranteed 2 hours am and pm and includes 15 minutes for pre-trip in the am.

This could change in the future.

## **APPENDIX A**

### **Use of Johnston City CUSD #1 Bus Office and Parking**

The Contractor has the “option” to submit a bid for use of the Johnston City CUSD No. 1 district’s current bus office and parking owned by the school district. It is located 1103 Monroe Avenue, Johnston City IL 62951.

In the event, the Contractor requests the use of district’s facilities, then the contractor shall be responsible for all utilities used, as well as the upkeep. The district’s facilities will maintain a professional appearance at all times. Smoking is not allowed on school property. We would expect the Contractor to maintain the bus parking lot at their expense.

The Contractor would need to have insurance coverage on all of their equipment that would be at the site.

**APPENDIX B**  
**Staffing, Salary & Fringe Benefits**

A successful transportation service requires that the contractor has the ability to attract and maintain competent employees. Therefore, we are interested in your plans for staffing, salary and fringe benefits for your employees. Include below the factors utilized in preparing the bid submitted by your firm.

<u>Position</u>	<u>Number</u>	<u>Estimated Daily Hours</u>	<u>Estimated Annual Hours</u>	<u>Salary Range</u>	<u>Estimated Annual Cost</u>
On-site Manager	_____	_____	_____	_____	_____
Mechanics	_____	_____	_____	_____	_____
Bus Drivers	_____	_____	_____	_____	_____
Bus Monitors	_____	_____	_____	_____	_____

Fringe Benefits: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**BID FORM**  
**With District provided Facility**

**BASIC**  
**TRANSPORTATION WITH FUEL**

2018-2019

Cost per bus per day \_\_\_\_\_

Each Additional  
Route (AM & PM) \_\_\_\_\_

Bus Assistant per hour \_\_\_\_\_

**SUPPLEMENTAL**  
**TRANSPORTATION WITH FUEL**

2018-2019

Per Mile \_\_\_\_\_

Per Hour Driving \_\_\_\_\_

Per Hour Waiting \_\_\_\_\_

Minimum Per Trip \_\_\_\_\_

Performance Bond Quote: \_\_\_\_\_

BID SUBMITTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE

**BID FORM**  
**With Contractor provided Facility**

**BASIC**  
**TRANSPORTATION WITH FUEL**

2018-2019

Cost per bus per day \_\_\_\_\_

Each Additional  
Route (AM & PM) \_\_\_\_\_

Bus Assistant per hour \_\_\_\_\_

**SUPPLEMENTAL**  
**TRANSPORTATION WITH FUEL**

2018-2019

Per Mile \_\_\_\_\_

Per Hour Driving \_\_\_\_\_

Per Hour Waiting \_\_\_\_\_

Minimum Per Trip \_\_\_\_\_

Performance Bond Quote: \_\_\_\_\_

BID SUBMITTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP

\_\_\_\_\_  
TELEPHONE