

TRANSPORTATION CONTRACT

RECITALS:

THIS CONTRACT, made and entered into this ____ day of April _____, 2025 by and between Rantoul City Schools District 137, Champaign County, Illinois, and _____, (hereinafter “Contractor”);

WITNESSETH:

WHEREAS, Rantoul City Schools District 137 is in need of vehicles and services to transport students between schools in the District during the school years 2025-2026, 2026-2027, and 2027-2028; and,

WHEREAS, Contractor is possessed of sufficient and proper equipment and services to furnish the transportation needed by Rantoul City Schools District 137; and

WHEREAS, the transportation services specified herein have been put to bid; and

WHEREAS, Contractor submitted the bid that best meets the needs of the district; and

WHEREAS, Contractor desires to contract with Rantoul City Schools District 137 to provide transportation services for the term specified herein and Rantoul City Schools District 137 desires to contract with Contractor.

NOW, THEREFORE, it is hereby agreed that for and in consideration of the sums hereinafter set forth for the school years 2025-2026, 2026-2027, and 2027-2028, Contractor will place at the disposal of Rantoul City Schools District 137 the number of buses that are required for the time specified in Appendix A (which is attached hereto) for the purpose of transporting to and from the schools, resident students of the district, under the following terms and conditions:

1. **Recitals.** The Recitals are made a part of this paragraph as if set forth herein full.
2. **Incorporations by Reference.** The following documents: Appendix A, Information for Bidders; Appendix B, Transportation Bid Form; Exhibit 1, Equal Employment Opportunity Clause; and Exhibit 2, Policies Clarifying Bus Drivers’ Responsibilities are attached hereto and incorporated herein by reference. Contractor and Rantoul City Schools District 137 shall comply in each and every respect with each and every term and condition of each incorporated document in the performance of this Contract.
3. **Payment.** Contractor shall be paid the sums as specified in Appendix B for bus transportation services, said bus transportation being as prescribed by Appendices A and B. Payments shall be to Contractor by Rantoul City Schools District 137 which sum shall be paid

monthly upon presentation to Rantoul City Schools District 137 of the number of days actually run in said school district during the preceding month. Any particular run not made by Contractor shall be deducted from the aforesaid daily figures in accordance with the schedule of runs as contained in Appendices A and B.

4. **Routes.** The routes to be followed by the buses shall be established by Rantoul City Schools District 137 and Contractor and shall be known to Contractor a reasonable time in advance of the first day of school in the school year. Any change or elimination thereafter of the routes the buses travel may be made by the Rantoul City Schools District 137, but any such changes in route shall be made known to Contractor.

5. **Insurance.** Contractor shall produce for inspection by Rantoul City Schools District 137 certificates of insurance naming Rantoul City Schools District 137 as an additional named insured at least ten (10) days prior to the commencement of the school year and shall notify Rantoul City Schools District 137 immediately should these insurance policies as required by Appendix A be canceled or lapse for any reason. Failure to meet the requirements of this paragraph shall give Rantoul City Schools District 137 the option to declare the entire contract or any part of it null and void.

6. **Failure to Comply with Bid Specifications.** Failure of Contractor to comply with the terms and conditions of this Contract, including the Bid Specifications (*Appendix A*) shall be considered a material breach of contract.

In the event Contractor is unable to provide the transportation services as specified in this Contract because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action, or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Contract.

7. **Extension of Agreement.** This Contract may be extended for up to seven (7) additional years by mutual agreement of the parties, pursuant to 105 ILCS 5/29-6.1; however should the contract be extended hereby, the increase in the extended contract price shall not exceed the lesser of 5% per year or the year-to-year percentage change for the Chicago Consumer Price Index, All Urban Consumers, All Items.

8. **Time is of the Essence.** Time shall be of the essence in the performance of obligations arising from this Contract.

9. **Applicable Law and Venue.** This Contract is subject to the laws of the State of Illinois in every respect, and the proper venue for any legal proceedings under this Contract shall be deemed to be Champaign County, Illinois.

10. **Knowledge of Terms of Agreement.** The parties to this Contract have each had the benefit of legal counsel, have read the Contract, understand its terms and the rights and

obligations of the parties hereto and agree to the terms and conditions set forth in this Contract in each and every respect.

11. **Entirety of Agreement.** This Contract including Appendix A, Information for Bidders; Appendix B, Transportation Bid Form; Exhibit 1, Equal Employment Opportunity Clause; and Exhibit 2, Policies Clarifying Bus Drivers' Responsibilities contains all the terms, whether written or oral, agreed upon by the parties with respect to the subject matter of this Contract and supersedes any and all prior agreements, understandings or communications between the parties whether written or oral.

12. **Amendment.** Any amendment to this Contract shall be written, dated, signed by both parties and attached hereto.

13. **Assignment.** This Contract shall be binding on the parties hereto and shall not be assigned by any party without the prior written consent of the other party.

14. **Termination.** Rantoul City Schools District 137 may terminate this Contract at any time, for any reason in Rantoul City Schools District 137's sole discretion, upon twenty one (21) days written notice to Contractor. If Contractor breaches any provision of this contract, Rantoul City Schools District 137 may give Contractor written notice of such breach and if Contractor fails to cure within twenty-four (24) hours after receipt of notice, Rantoul City Schools District 137 may terminate this Contract immediately upon written notice to Contractor.

15. **Indemnification.** Contractor shall indemnify, defend and hold harmless Rantoul City Schools District 137, its Board of Education, individual board members, administrators, employees, agents and representatives (collectively the "Indemnities") from and against any and all claims, demands, causes of action, losses, liabilities, and damages, including reasonable attorney fees and court costs, to the extent arising from Contractor's performance and/or breach of this Contract, or from any negligent act or omission of or attributable to the Contractor.

17. **Waiver.** Rantoul City Schools District 137's waiver of any breach or default under any provision of this Contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The disbursement or acceptance of any payment by Rantoul City Schools District 137 shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the Contract regardless of the knowledge of the Rantoul City Schools District 137 of such breach or default at the time of its disbursement or acceptance of such payment.

18. **No Third Party Beneficiaries.** This Contract is not intended to vest any rights in any third party.

19. Independent Contractor. Contractor is an independent contractor and not an agent of Rantoul City Schools District 137. Contractor's employees are not employees of Rantoul City Schools District 137 and are not entitled to salary or benefits from Rantoul City Schools District 137. Contractor has no authority to act on behalf of Rantoul City Schools District 137 except to the limited extent required by this contract. Contractor shall not represent to any third person that Contractor or any of its employees are agents of the Rantoul City Schools District 137.

20. Savings Clause. Should any provision of this Contract be deemed illegal, invalid or unenforceable by reason of a final order from a body of competent jurisdiction, then that provision shall be stricken from the Contract, but all other provisions of the Contract shall remain in full force and effect.

21. Communications. Any notice required under this Contract shall be in writing and shall become effective three (3) days following the mailing thereof by first class, registered or certified mail, postage prepaid, addressed to:

Rantoul City Schools District 137 (Student Transp Service Vendor)
Central Office
1 Aviation Center Dr.

Rantoul, IL 61866

22. Paragraph Headings. Paragraph headings have been inserted for convenience and reference only, and if there shall be any conflict between any such headings and the text of this Contract, the text shall control.

23. Duplicate Original Contracts. This Contract may be executed in one (1) or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

24. Effective Date of Contract. This Contract shall take effect on July 1, 2025 and shall expire unless renewed on June 30, 2028.

IN WITNESS WHEREOF, the respective parties have caused this Contract to be signed and attested by their duly authorized agents.

Rantoul City Schools District 137

By: _____
President

ATTEST:

By: _____

Secretary

(STUDENT TRANSP. SERV. VENDOR)

By: _____
President

ATTEST:

By: _____
Secretary

APPENDIX “A”

BID SPECIFICATIONS

I. GENERAL INFORMATION FOR BIDDERS

The Rantoul City Schools District 137 is seeking prospective bids for Student Transportation for three (3) school years 2025-2026, 2026-2027, and 2027-2028.

Any questions shall be directed to Dr. Scott Woods, Superintendent, Rantoul City Schools District 137, 1 Aviation Center Dr., Rantoul, IL 61866, Phone: (217) 893-5400, Fax: (217) 892-4313, Email: swoods@rcs137.org.

Sealed proposals **on the bid form provided** shall be addressed to the Central Office, Rantoul City Schools District 137, 1 Aviation Center Dr. , Rantoul, IL 61866. They shall be marked “*Transportation Bid*” and must be received at the Rantoul City Schools District 137 Administration Office on or before 1:00 p.m. local time, April 2, 2025

Bids received after the designated deadline shall not be opened nor considered.

Bids shall be opened, recorded and read aloud in a public meeting to be held at the Rantoul City Schools District 137 Board Room at 1:00 p.m. local time, April 2, 2025.

The District shall have sixty (60) days to consider the bids.

Successful bidders must guarantee compliance with all relevant federal and state statutes, rules, regulations, and ordinances. Specifically, successful bidders agree to comply with paragraphs 1 through 7 of the Illinois Fair Employment Practices Act and Section 2.10 of the Commission’s Rules and Regulations for Public Contracts, as adopted by Rantoul City Schools District 137 as a part of their rules and regulations. Bidders shall also guarantee compliance with the Americans with Disabilities Act. In compliance with Illinois state law, this is a “Prevailing Wage” project, and bidders must guarantee compliance with the Illinois Prevailing Wage Act.

By submitting and signing the bid form, the Contractor certifies that the Contractor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid-rotating under Article 33E of the Criminal Code of 1961, as amended, effective January 1, 1989.

Award of the Contract will be made by the board on the basis of the bid which in the board’s sole and absolute judgement will best serve the interests of the district. The contract, if awarded, will be awarded by first considering in the school district’s sole discretion the bidder most able to provide safety and comfort for students, stability of service, any other factors set forth in these bid documents regarding quality of service, and then price. The board reserves the right to reject the bid of a bidder who has previously failed to meet the terms of this or similar contracts or fails to demonstrate the ability to meet the terms of the contract. The actual dollar cost of the proposal submitted by each bidder will not be the sole criterion for determining the best bid. The board reserves the right to accept the bid that most closely meets the needs of the district.

No bid shall be withdrawn without the consent of the board after the scheduled closing time for the receipt of proposals.

Bidders must furnish information regarding the type of maintenance program that shall be implemented during the term of the Contract.

Bidders must provide a bid bond, in the amount of five (5) percent of the total Regular Routes amount of the bid. This bid bond shall be presented to the Board with the bid. The bid bond shall be returned to the unsuccessful bidders. The Board will return the bid bond to the winning bidder when the Contract is signed. If a Bidder withdraws a bid within the sixty (60) days after the date set for the bid opening, the Contractor shall forfeit the bid bond.

Each bidder must submit a current certified financial statement upon which a Certified Public Accountant has rendered an opinion according to standard accounting principles. Current shall mean not older than eighteen (18) months from the date of submission to the school district. The accountant's opinion and any notes to the financial statement shall be attached to and made a part of the financial statement.

Each Bidder must indicate its management experience in bus operation and transporting children. Each Bidder must indicate all contracts in which the bidding firm has been defaulted in the past seven years. Each bidder must indicate all school districts of similar size with whom the contractor has contracted in the past three years and give telephone numbers and names of responsible district personnel. Each bidder must have a minimum of two (2) years' experience transporting students on behalf of K-12 public school district(s) within the State of Illinois.

II. PERSONNEL

2.1 Bus drivers shall be employed by the Contractor. Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State of Illinois and holding a school bus driver's permit issued to him/her by the Secretary of State's Office, in accordance with the laws of the State of Illinois and the Illinois State Board of Education Rules and Regulations and standards. Every driver shall comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such may be operated. All drivers shall authorize a fingerprint criminal background investigation by the Board, pursuant to Section 10-21.9 of *The School Code* (105 ILCS 5/10-21.9) prior to employment. They must also authorize the Board to check the following databases: The Child Abuse and Neglect Tracking System, Statewide Child Sex Offender Database, Statewide Child Abuse Murder/Violent Offender Database, U.S. Department of Justice, and Illinois State Police Records. (*See Authorization for Background Checks*).

2.2 Drivers and all other persons coming in contact with students must be of stable personality and of highest moral character. While the responsibility for hiring and discharging personnel shall primarily rest with the Contractor, Rantoul City Schools District 137 shall have the right to request termination of, and the Contractor shall terminate the employment of any driver or bus attendant who, in the School District's opinion, is not suitable to operate a school bus or serve as an attendant for Rantoul City Schools District 137. To the extent qualified drivers are available, Contractor shall employ drivers who are residents of the Rantoul City Schools .

2.3 The Contractor shall pay all costs, and salaries, incurred to provide qualified drivers. Such costs, in addition to salaries, shall include, but not be limited to, all training, physical examinations, required

random drug and alcohol screening, fingerprinting for persons seeking a school bus driver's permit, criminal background checks once personnel are hired, any subsequent fingerprinting required after a criminal background check has been conducted, Child Abuse and Neglect Tracking System (CANTS) check, hepatitis injections should staff request these to be provided by the Contractor, blood pathogen expenses, tuberculosis tests, fringe benefits, license and permit fees, recruitment and any other related expenses. They must also authorize the Board to check the following databases: The Child Abuse and Neglect Tracking System, Statewide Child Sex Offender Database, Statewide Child Abuse Murder/Violent Offender Database, U.S. Department of Justice, and Illinois State Police Records. (See *Authorization for Background Checks*). The Contractor shall notify Rantoul City Schools District 137 of any additions to or deletions of the foregoing that occur mid-year.

2.4 The Contractor shall provide information needed for Rantoul City Schools District 137 to comply with the required background check by State Police and Child Abuse and Neglect Tracking System (CANTS) and an employment history review in accordance with "Faith's Law" (105 ILCS 5/22-94) of all Contractor personnel who have associations with Rantoul City Schools District 137 students. The background check shall be conducted in accordance with applicable law. The Contractor shall inform all personnel that they may be subjected to a background check for cause during the Contract with Rantoul City Schools District 137 and are subject to mandatory random drug and alcohol screening. The Contractor shall pay all costs associated with the criminal background checks, any subsequent required fingerprinting for those who must be investigated further, and mandatory random drug and alcohol screening.

2.5 The Contractor shall designate at least one employee as dispatcher who shall be responsible for managing all dispatching/transportation duties during the school day and all transportation emergencies that may arise outside the regular school day. The dispatcher shall be present on District property and on duty for a minimum of 8 clock hours per school day, shall be present on District property and on duty at least ½ hour before and ½ hour after all hours students are being transported, and shall be present on District property and on duty during Rantoul City Schools District 137 office hours. The dispatcher shall be on call by phone/electronic messaging device and two-way radio and available to manage/respond to any transportation emergencies at all times. The dispatcher/contractor will assist in providing drivers for school owned vehicles for both regular and extra-curricular programs.

2.6 The Contractor shall supply administrative personnel who have demonstrated, through previous assignments, the ability to assume the responsibilities associated with administering a transportation program reflected by Rantoul City Schools District 137's needs.

2.7 The Contractor shall provide a resume including references detailing educational qualifications and previous work assignments as they relate to Rantoul City Schools District 137's needs for management personnel to be assigned to the contract. The Contractor shall provide to Rantoul City Schools District 137 a detailed explanation of support and management personnel who shall be assigned to the local terminal referred to in Section 5.22, including all personnel other than drivers and attendants.

2.8 The Contractor shall require its drivers to comply with the duties set forth in "Policies Clarifying Drivers' Responsibilities" (See *Exhibit #2*). Continued service of drivers, attendants, and others fulfilling these contractual specifications shall be contingent upon the satisfactory performance of these duties as judged by the Contractor and Rantoul City Schools District 137. Contractor must provide as a part of its bid a copy of the company's job descriptions for bus drivers.

2.9 A list of drivers' addresses, cell phone numbers, and emails shall be provided to Rantoul City Schools District 137 ten (10) days prior to the commencement of service for each school year under this Contract. Rantoul City Schools District 137 shall be notified in advance of personnel changes and shall be furnished with the same information for any new personnel before the personnel change takes effect.

2.10 Drivers and others fulfilling these contractual agreements shall participate in a Rantoul City Schools District 137-provided in-service meeting prior to the initiation of bus service for each school year, and any other in-service that is deemed necessary by Rantoul City Schools District 137. Drivers and attendants hired after the beginning of the school year shall be referred to Rantoul City Schools District 137 for similar training within thirty (30) days of employment.

2.11 Contractor shall maintain the following records for each of its drivers and furnish them to Rantoul City Schools District 137 upon award of the Contract and as soon as is reasonably practicable after the hiring of any new employee:

- i. Name: first, middle and last;
- ii. Driver's license number and date of expiration;
- iii. Valid permit number for drivers of school buses;
- iv. Proof of completion of the Illinois School Bus Driver Instructional Program and date of completion;
- v. Health certificate and date issued;
- vi. Evidence of freedom from tuberculosis;
- vii. Proof of age;
- viii. Proof of drug testing; and
- ix. Proof of an Illinois criminal background and investigation check.

2.12 Rantoul City Schools District 137 reserves the right to require the removal or transfer of any driver, as determined solely by Rantoul City Schools District 137 when such driver violates any provision of this Contract and/or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students.

III. EQUIPMENT

3.1 All buses utilized under this bid must meet the **current standards** of the Illinois Department of Transportation Commercial Vehicle Safety Section School Bus Inspection Manual and any recent additions. In addition, the Contractor shall furnish and operate only those buses which comply with all relevant statutes, in effect throughout the duration of this contract, that regulate the use of school buses within the State of Illinois. All buses used in the performance of this Contract shall be subject to inspection by the Illinois Department of Transportation at intervals prescribed by law in effect at the time and must display the inspection approval sticker to verify the same.

3.2 The Contractor is responsible for keeping up-to-date with regard to all safety and bus modification regulations. As the law changes, the Contractor shall be required to make any and all modifications as determined by the State of Illinois and/or federal regulations.

3.3 All buses/vehicles utilized under this Contract shall meet all current construction, equipment, inspection, licensing, and other requirements of federal, state, and local laws and of the Rules and Regulations of the Illinois State Board of Education. All buses/vehicles shall be maintained in top

mechanical condition and cleanliness such that service may be provided regularly and safely. Rantoul City Schools District 137 reserves the right to inspect any or all equipment at any time with respect to the Contractor's compliance with the above requirements.

3.4 The age and condition of equipment shall be significant factors in awarding the transportation contract. Equipment must be operational to provide required service to meet safety standards as specified in the contract. The Contractor shall supply and maintain a thirteen (13) bus fleet. The fleet will have an average age of six (6) years, but no bus will have an age greater than ten (10) at the beginning of each school year. All buses will be equipped with global positioning systems (GPS) that allows parents to trace the bus. The contractor will provide a digital reporting platform allowing for student behavior to be easily reported to school administration. A list of all school buses used in the performance of this Contract shall be provided by the Contractor to the School prior to the beginning of each school year. This list shall include, but not be limited to, the following information: Vehicle capacity; Bus number; Model name and year; Serial number; and Odometer reading. This list shall be added to this Contract as an appendix. Contract shall use current buses that are assigned to RCS 137 site. Replacement equipment will be provided if the current buses exceed ten (10) years or become inoperable. RCS 137 will be notified when new capital equipment is replaced with alternate equipment. The number of buses can be increased or reduced by the equivalent route reduction or addition.

3.5 Any promise by the Contractor to obtain used/new buses for the Contract shall be accompanied by a written statement from the supplier of the buses guaranteeing the availability of the buses by the beginning of the school year, or by a date thereafter that is acceptable to Rantoul City Schools District 137.

3.6 All buses/vehicles utilized under this Contract shall be equipped with two-way digital radio communication systems at the cost of Contractor which can reliably provide contact between a bus in service and the School District. The Contractor shall furnish their drivers with two-way digital radio handsets. RCS 137 has an FCC license for two-way radio communications for transportation services and will provide the frequency to the repeater at no cost to the Contractor.

3.7 All buses/vehicles shall have video/audio surveillance equipment installed internally on the front and rear cabin of each bus and one on the stop arm at the Contractor's expense. Signage must be posted on the door of the bus that states "this bus records audio and video". School district personnel shall be responsible for reviewing video when problems are encountered on a particular bus. Software or web application must be purchased, provided, and maintained by the Contractor for School District administrative personnel to utilize to view video for the life of this contract. The School District maintains one (1) Central office, three (5) principal offices, and one (1) transportation service office. The Contractor shall maintain all video/audio files for at least six (6) months.

3.8 All buses/vehicles utilized under this Contract shall be equipped with sounding devices that issue a warning signal when the vehicle is moving in reverse and shall be equipped with strobe lights.

3.9 The Contractor must guarantee the safe delivery of all students on all bus routes within a reasonable amount of time of the scheduled arrival and departure times. In order to accomplish this, the Contractor may wish to have reserve buses on hand. These buses are to meet the same guidelines as all other buses specified in this contract. All buses shall be housed within the District.

3.10 Rantoul City Schools District 137 reserves the right, during the term of the contract, to adjust its vehicle and route requirements so that more or fewer buses or routes are called for. The numbers

specified by Rantoul City Schools District 137 in the bid documents are used as estimates necessary to determine low bid only. The Contractor shall be prepared to provide eleven (11) buses for the required bus routes and two (2) spare buses for additional bus routes and extra-curricular trips (9 regular, 2 special education, 2 spare). All buses used by Contractor for the Rantoul City Schools District 137 shall be housed at the bus barn, located at Wabash Ave, Rantoul, Illinois. If approved by both Contractor and RCS 137, District school buses may be housed at drivers' residences in order to save fuel and time.

The actual number of buses used shall be determined by Rantoul City Schools District 137, with the input of the Contractor, and the Contract charges shall be adjusted accordingly on a pro-rated basis based upon the number of routes. For example, if there are nine (9) regular routes, and a route is added or subtracted, the Contract shall be adjusted up or down by 1/9th of the Contract price.

The buses shall carry children for approximately three (3) hours per day: 7:00 a.m. – 8:30 a.m. and 2:50 p.m. - 4:20 p.m. Times listed are approximate. Some individual vehicles shall start earlier/later and finish earlier/later. The number of regular buses may change as routes are added, changed, or deleted. The Contractor shall be prepared to add additional buses as needed, within two (2) weeks of written notice.

3.11 The telephone numbers of the Contractor and Rantoul City Schools District 137 shall be prominently displayed on the Bus Rules and Regulations in all vehicles used.

3.12 Essential emergency information, including blood-borne pathogens and first aid kits, shall be provided on each bus and easily accessible to the driver. All kits must meet mandated requirements. A seat belt/strap cutter shall be available on every bus. Rantoul City Schools District 137 will furnish to each bus driver a copy of his/her riders' emergency cards on his/her bus for every trip.

3.13 The School District will provide motor fuel for the operation of student transportation at the cost of the Rantoul City Schools .

3.14 The Rantoul City Schools owns, insures, and maintains the bus garage at Wabash Ave, Rantoul, Illinois. Contractors shall be responsible for any damage due to contractor neglect or accident. Utilities and other operating costs to provide student transportation to the RCS 137 District would be the contractor's responsibility.

The Contractor is responsible for maintaining building and office cleanliness. The Contractor shall furnish at its own cost all tools and supplies as well as additional equipment therefore needed for its operation. It shall be the sole responsibility of the Contractor to have and keep in its employment a full-time mechanic, and other personnel at its local area bus garage and transportation office to provide the services required under this Contract to keep the school buses operated by the Contractor in such a condition as to prevent any interruption in its service of providing transportation of pupils for the District and to provide the repair and maintenance services hereby agreed to be performed for the District.

3.15 The Board reserves the right to employ at its expense a certified mechanic to inspect all vehicles as it deems necessary. Buses and other vehicles shall be left at school for this purpose. Only the inspector shall be in attendance. The Board reserves the right to appoint three (3) members of the Board to a committee to inspect the buses. The Board reserves the right to remove a bus from service if it believes the bus is unsafe to operate. It shall be placed back in service after deficiencies have been corrected.

3.16 Buses will prominently display the full name of the school district (Rantoul City Schools District 137) on each side of the bus. If these buses are used for charter service for other than school use, the school district name must be covered during these trips. Buses must be thoroughly cleaned after all charter trips.

IV. INSURANCE

4.1 The Contractor shall assume the responsibility for and shall indemnify and hold harmless Rantoul City Schools District 137, members of the Board of Education, officers, employees, student teachers, and agents thereof, of and from any and all liability, including all damages, costs, loss, expense and attorneys' fees, in any manner caused by, arising out from, incident to, connected with, or growing out of the performance of student transportation services under this Contract.

4.2 The Contractor shall carry, pay for, and keep in force, with insurance companies licensed to do business in Illinois, the following minimum coverage:

4.2.1 Workers' Compensation insurance on drivers, attendants, and all other employees in accordance with Illinois law.

4.2.2 Comprehensive General Liability Insurance in a minimum amount of Ten Million and 00/100 Dollars (\$10,000,000.00) bodily injury and/or property damage combined single limit for each occurrence.

4.2.3 Comprehensive Automobile Liability Insurance in a minimum amount of Ten Million and 00/100 Dollars (\$10,000,000.00) bodily injury and/or property damage combined single limit for each occurrence.

4.2.4 A specific endorsement shall be provided specifying the Contractor assumes the risk for students moving between buses at transfer points. A certificate verifying the above is required at least ten (10) days prior to commencing service.

4.3 The Contractor shall present certificates of insurance to Rantoul City Schools District 137 giving evidence of insurance coverage and **naming Rantoul City Schools District 137 as additional named insured.**

4.4 The Contractor shall indemnify and hold harmless Rantoul City Schools District 137 from and against all claims, liabilities, suits, damages, losses, and expenses including cost of defense in any manner arising out of or in connection with the providing of transportation under this contract.

4.5 Each insurance company and each insurance carrier shall agree not to terminate its coverage to the Contractor without thirty (30) days notice to both Rantoul City Schools District 137 and Contractor and to include this clause in the insurance policy and in the certificates of insurance naming the school districts as additional named insured.

V. OTHER CONTRACTOR RESPONSIBILITIES

5.1 The Contractor shall make available to Rantoul City Schools District 137 a private telephone line or cell phone with a twenty-four (24) hour answering service or device.

5.2 Rantoul City Schools District 137 reserves the sole and exclusive right to determine/establish/change routes, dates of attendance, and dates and times for beginning and ending bus service.

5.3 Rantoul City Schools District 137 reserves the sole and exclusive right to determine/establish/change who is to be transported on any bus operating under terms of the contract. In the event that the time and space on a given route allows for the transportation of any non-Rantoul City Schools District 137 rider, any fees generated by that service are payable to Rantoul City Schools District 137 rather than to the Contractor. Any exception must be approved in writing by Rantoul City Schools District 137.

5.4 The Contractor shall maintain and promptly provide current information and documentation pertaining to service under the Contract as required by Rantoul City Schools District 137. This documentation and information includes but is not limited to student attendance reports, student behavior reports, incident reports, daily walk-around reports, and monthly maintenance reports.

5.5

Each AM or PM route may be "loaded" (students aboard) for up to one (1) hour. This allows for the possibility of multiple run scheduling [stopping at more than one (1) school program to either drop off or pick up students] for individual routes.

5.6 The Contractor shall bill Rantoul City Schools District 137 for services provided for the previous month by the fifth working day of the month (except for August/September which shall be billed together in October, and May/June which shall be billed together after the termination of service in June).

5.7 On days of partial or full cancellation of services because of school holidays, weather emergencies, early dismissals, or other deviations from regular service, pro-rata charges (both increased and decreased costs) shall apply based on service furnished. In the event of questionable road conditions, Rantoul City Schools District 137 shall have the authority to determine whether or not buses shall operate.

5.8 Each Contractor agrees to cooperate to the fullest with the district buses or other contractors as required by Rantoul City Schools District 137.

5.9 In the event that there is a breach of this contract, Rantoul City Schools District 137 may withhold payment until the default is corrected. In the event that a breach of contract occurs and/or continues, Rantoul City Schools District 137 shall have the option to withhold ten percent (10%) of the amount due as liquidated damages. The liquidated damages and costs incurred provision does not prohibit Rantoul City Schools District 137 from recovering damages in excess of the percentage set forth herein or from availing itself of other appropriate remedies.

5.10 In the event that the Contractor fails to perform or breaches any of the Contractor's duties under the terms and conditions of this contract, in any manner, Rantoul City Schools District 137 may terminate this Contract by written notice to the Contractor, within ten (10) days of the date that

Rantoul City Schools District 137 has knowledge of said breach. This Contract may also be terminated if the Contractor is adjudicated bankrupt or if makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, if the Contractor fails to pay suppliers or workmen, or sufficient supplies for the job, or if the Contractor disregards any applicable laws, ordinances or the instructions of Board.

If this Contract is terminated in accordance with any foregoing provision, all Contractors' rights shall cease. However, the Contractor shall remain liable to the Board for any costs for bus transportation through the end of the current school year in excess of the cost that would have been payable to the Contractor.

Nothing herein shall be construed to limit the right of the Board to provide for the transportation of children or students required to be transported hereunder during such notice period in the event the Contractor fails to provide transportation as required in this Contract.

In the event of termination for any reasons set forth above, the Board at all times reserves the right, without waiver of other rights against the Contractor and its surety, to arrange for the transportation of students itself or to enter into a contract with another person, firm or corporation, or to do any other act or thing necessary to assure continuity in the transportation of students. In addition, the Board shall retain any other rights or remedies it may have against the Contractor and its surety, including but not limited to, recovering damages for breach of contract and recovery under the surety bond required under this Contract.

5.11 Contractor and Rantoul City Schools District 137 shall adopt and implement an accident reporting system which shall provide immediate telephone notification to the Rantoul City Schools District 137 office of any accident involving students transported pursuant to the contract. Emergency operation plans, protocols, and procedures will be discussed and implemented at a meeting prior to school beginning each Fall with Contractor. A written report shall be submitted to Rantoul City Schools District 137 within twenty-four (24) hours of the date of the accident.

5.12 Each school year shall begin in August/September and run through May-early June of the following year, unless the school year is extended by any Act of God or other unforeseen circumstance.

5.13 Buses and drivers shall arrive at school on schedule. Scheduled arrival time shall be determined by the Rantoul City Schools District 137.

5.14 Buses and drivers shall be present at school prior to scheduled departure times at the end of school. Scheduled departure times shall be determined by the Rantoul City Schools District 137.

5.15 Bus service shall be provided on all days in which schools housing classes with students are in session. These days are listed in an official Rantoul City Schools District 137 monthly calendar.

5.16 At all times, designated Rantoul City Schools District 137 personnel shall have final authority as to routes, pickup and drop-off points, and the number of routes to be run.

5.17 Neither the Contractor nor drivers shall alter bus routes, times, pickup and/or drop-off points without prior approval of designated Rantoul City Schools District 137 personnel.

5.18 The Contractor shall have the computer hardware and software necessary to exchange computer data with Rantoul City Schools District 137 and an operator with basic computer skills. The contractor shall have an internet account for email and shall run a virus-detecting software.

5.19 Contractor shall schedule and conduct bus evacuation drills twice a year with each route, once during fall semester and again during spring semester.

5.20 Contractor shall provide monthly staff meetings for drivers and attendants to address issues of safety, training, new or reiterated procedures, etc.

5.21 Contractor shall be responsible for taking photos of all early childhood children, and other students as requested by Rantoul City Schools District 137. The photos shall be taken in a timely manner, following notice to the bus company that said students shall be receiving specialized transportation. Each route shall have a folder or binder that contains the photos of the children on that route, with identifying information on each photo. Drivers and substitute drivers shall have photos of their riders on the bus at all times, for use in identifying specific children to further guarantee the safe delivery of the children to the correct home or caregiver.

5.23 At least twice annually, the Contractor will ride along and formally evaluate the driver.

5.24 A roster of all students who ride route buses shall be provided to the School District no later than one (1) week prior to the start of school. Any changes or updates to the rosters must be immediately reported to the School District. Each bus roster must include the child's name, grade level, school attending, emergency contact numbers, and parent/guardian names.

5.25 Drivers may take children or grandchildren on routes with Contractor and School District approval only. This privilege may be revoked if the bus is at capacity or compromises the safety of normal operation of the bus.

5.26 Contractor shall cooperate with Rantoul City Schools District 137 by timely providing to the Rantoul City Schools District 137 any and all information requested by Rantoul City Schools District 137 for the purpose of seeking transportation reimbursement from the State. Rantoul City Schools District 137 shall notify the Contractor of the information needed. Upon Contractor's furnishing of such information to Rantoul City Schools District 137, Contractor hereby represents and warrants that all such information is accurate and complete and that Rantoul City Schools District 137 may rely upon that information.

EXHIBIT NO. I

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions of municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, disabilities, sex, sexual orientation, national origin, or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, disabilities, sex, sexual orientation, national origin, or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and regulations, the contractor will promptly notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and worksites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two (2) types of subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts.

Section 2.10. The term "Subcontract" means any agreement, arrangement, or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

(a) for the furnishing of supplies or services of the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one (1) or more contracts, or

(b) under which any portion of the contractor's obligation under any one (1) or more contracts is performed, undertaken, or assumed.

EXHIBIT NO. 2

POLICIES CLARIFYING DRIVERS' RESPONSIBILITIES

Failure of its drivers to comply with the following policies shall be considered a breach of contract on the part of the Contractor. Contractor will adopt and enforce the following rules, so as to ensure for the benefit of Rantoul City Schools District 137 that:

1. Drivers shall give complete attention to their driving duties, and to the supervision of students on the bus.
2. Drivers shall be responsible for maintaining discipline necessary for the safe transportation of all students. The guidelines for student bus behavior include sitting appropriately in one's seat, respecting other students and bus staff, using appropriate language at all times, keeping hands and feet to oneself, and bringing on the bus only those items which have educational purpose.
3. Drivers shall not use corporal punishment in the discipline of students.
4. Drivers shall report in writing to Rantoul City Schools District 137 riders' unsafe behaviors, along with their methods and attempts of handling such behavior problems. Behavior write-ups shall be completed and given to appropriate school staff by the drivers **no later than the end of the school day** on any inappropriate behavior that occurred on the AM route. Inappropriate behavior that occurred on the PM route shall be written up, and the documentation of said behaviors shall be turned over to the school staff no later than the following morning.
5. Drivers shall seek assistance from the Contractor managerial staff regarding students who are exhibiting unsafe behaviors. Drivers and/or Contractor managerial staff may request assistance with problem-solving from the Rantoul City Schools District 137 Superintendent or designee.
6. Drivers requesting help from the Rantoul City Schools District 137 Superintendent or designee shall cooperate with suggestions for handling problems.
7. Under no circumstances shall a rider be put off the bus along the route for a breach of discipline, or for any other reason.
8. In no case shall a child assigned to a regular route be refused transportation without prior approval from a Rantoul City Schools District 137 administrator.
9. Under no circumstances shall drivers allow a rider to leave the bus at any place other than an established stop, unless authorized by a Rantoul City Schools District 137 administrator.
10. At any transfer point, unloading drivers shall insure that their riders are safely loaded.
11. Drivers shall not unload passengers at any transfer point until the buses to which their passengers are to transfer are prepared to load.

12. Drivers shall not leave their buses while students are aboard unless assisting their riders. If it is necessary to leave the bus with riders aboard, the bus engine shall be shut off and the keys removed from the ignition and kept on the driver's person.

13. Drivers and attendants shall assist, and lift where necessary, riders on and off the bus where required, and in as safe and comfortable manner as is possible. Drivers and attendants shall also assist, and lift where necessary, students into and out of their car seats. Drivers and attendants shall be prepared to lift children, including students in wheelchairs, in an emergency situation. Contractor will request in writing any needed training on the use of said items, and Rantoul City Schools District 137 will provide appropriate training.

14. Drivers and attendants shall provide necessary and/or emergency assistance to their riders.

15. Drivers and attendants shall not use tobacco products on the buses at any time nor shall they use tobacco products on school property. Drivers and attendants shall not use inappropriate language.

16. Drivers suspected of alcohol or drug use shall be suspended from their duties pending an investigation by the Contractor and/or other appropriate authorities.

17. Drivers shall exhibit professional behavior at all times, to be dressed appropriately in uniforms designated by the School District, and to display a photo ID produced by the Contractor. Uniforms will be provided by the School District and photo ID's shall easily distinguish drivers as being employees of the Contractor.

18. Drivers shall record attendance as needed and keep other records as required by Rantoul City Schools District 137.

19. The Contractor shall notify Rantoul City Schools District 137 of reports of unsatisfactory performance or unsafe actions of a driver. After three (3) such notifications or one (1) incident deemed serious by either the Contractor or Rantoul City Schools District 137, a problem-solving conference may be held including the driver involved, the official representative of Rantoul City Schools District 137, and the appointed representative of the Contractor.

20. Drivers shall follow the rules set up by Rantoul City Schools District 137, regardless of personal preference. Any changes must have sufficient justification, shall be as efficient as possible, and shall have final approval from Rantoul City Schools District 137.

21. On buses where a bus attendant is present, the driver shall exhibit teamwork with the attendant. Drivers shall have authority on buses. In instances of disagreement between the driver and the attendant, the attendant shall defer to the driver. Any instances of serious disagreement between the driver and the attendant shall be reported to the Contractor, who may request that the Rantoul City Schools District 137 Superintendent or designee assist in problem-solving.

22. Drivers and attendants are mandated reporters according to Illinois State Law. They shall immediately report to the Illinois Department of Children and Family Services any suspected child abuse or neglect. The Driver shall also immediately notify the Superintendent or his designee of any suspected abuse or neglect and shall cooperate with the District and the Department of Children and Family Services in any investigation involving the same.

23. Drivers shall maintain confidentiality at all times about their riders and riders' families.

24. Emergencies on the bus include instances where the serious nature of a behavior warrants an immediate consequence, in addition to whatever consequences shall be levied at school. Any incident that puts at risk the safety of anyone on the bus shall be treated as an emergency.

Examples of emergencies include instances where the driver and/or attendant must physically restrain a child, a child opens the door of the bus while the bus is in motion, a child leaves the bus without authorization, a student is threatening or exhibiting aggressive behavior, or a student has a seizure or other significant medical issue while bus is moving.

All emergencies shall be reported immediately to the Contractor dispatcher via two-way radios. The dispatcher in turn shall notify the Rantoul City Schools District 137 Superintendent or designee. If the emergency involves inappropriate behavior, sometimes simply the reporting of the emergency over the radio shall cause the inappropriate behavior to cease (i.e. the child hears the attendant or driver reporting to an authority figure, realizes the seriousness of what he or she is doing, and ceases the behavior).

Emergency consequences can include having the dispatcher or Superintendent or designee call administration or parents to have them meet the bus to get a firsthand report of what has happened, having the bus return to the school for school staff to remove students who have been problematic, having the driver pull the bus over and stop until the inappropriate behavior is brought under control or until the seizure is over, having Contractor staff or Superintendent or designee meet the bus at a designated location to remove the child from the bus, and having the dispatcher call the police and or ambulance for assistance.

25. Drivers shall complete a pre-trip inspection of their vehicles prior to each route. At the end of each route prior to leaving the last drop off site (whether that be a school or a child's home), drivers shall walk to the back of the bus, checking the floor and each seat for a sleeping/hiding child or any items that students may have left behind. Drivers shall then radio the dispatcher when their "walk-throughs" have been completed.

26. Drivers and attendants shall not allow non-students to board a bus without permission from RCS 137 administration unless it is an emergency.

APPENDIX "B"

BID PROPOSAL FORM

**BOARD OF EDUCATION,
Rantoul City Schools District 137
Rantoul, ILLINOIS**

NAME OF CONTRACTOR: _____

ADDRESS: _____

PHONE NUMBER: _____

CONTACT PERSON: _____

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees and agents, are not barred from bidding on this Contract as a result of a violation of the Bid Rigging of Bid Rotating provisions of the Public Contracts Section of the *Criminal Code of Illinois*, 720 ILCS 5/33E-3, 5/33E-4. The undersigned further certifies that he/she has read and understands the Bid Documents and that the following bid is in compliance therewith.

Signed: _____

Date: _____

Subscribed and sworn to before me this

_____ day of _____, 2025.

Notary Public

TRANSPORTATION BID FORM

Description	Route Rate 2025-26 (One Way)	Route Rate 2026-27 (One Way)	Route Rate 2027-28 (One Way)
Regular Education	\$ _____	\$ _____	\$ _____
Special Education	\$ _____	\$ _____	\$ _____
Mid-day	\$ _____	\$ _____	\$ _____
Early Childhood	\$ _____	\$ _____	\$ _____
Bus Monitor Rate (per person)	\$ _____	\$ _____	\$ _____

Signed: _____

Date: _____