

Maywood-Melrose Park-Broadview School District 89  
906 Walton St  
Melrose Park, Illinois 60160  
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Maywood89.org

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# **Maywood-Melrose Park-Broadview School District 89**

## **BID SPECIFICATIONS FOR REGULAR AND SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES**

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## INTRODUCTION

To All Prospective Bidders:

Enclosed are documents to formally submit a bid for a three (3) year contract for Pupil Transportation Services for the 2026/2027, 2027/2028, and 2028/2029 school years with Maywood-Melrose Park-Broadview School District 89. Summer school is included with the preceding school year. For example, summer school during June and July of 2027 is part of the 2026/2027 school year. The District and Contractor may negotiate to renew for two (2) additional years beyond the original term and then year to year beyond the two (2) year extension, if applicable.

Potential Bidders may submit a bid for Regular Education Transportation services, Special Education Transportation services, or both.

A voluntary pre-bid meeting will be held on Wednesday, March 25, 2026 at 10:00am at the Maywood-Melrose Park-Broadview School District 89 District Office located at 906 Walton St. Melrose Park, IL 60160. The purpose of this meeting will be to answer questions regarding the bid packet. If, as a result of the Pre-Bid Meeting, it is necessary to modify these specifications, an addendum shall be issued and made available to all prospective Bidders.

Proposals must show the bid price for all items specified on the bid pricing forms in Attachment A.

Proposals will be received and publicly read aloud by Maywood-Melrose Park-Broadview School District 89, Cook County, Illinois at the place, date, and time designated below. Proposals received after this time will not be accepted.

Place: Maywood-Melrose Park-Broadview School District 89  
District Office  
906 Walton St.  
Melrose Park, IL 60160

Date: Wednesday, April 8, 2026  
Time: 10:00am

Proposals must be submitted to Scott Wold, Chief School Business Official. Proposals must be made in accordance with the instructions as written in these specifications and shall be in such form as will be in compliance with all laws of the Village of Melrose Park, County of Cook, State of Illinois, and United States of America. Bids must be placed in a sealed envelope clearly marked with "Pupil Transportation Services" and Contractor's name and address.

## LEGAL NOTICE

Sealed bids will be received by the Board of Education of Maywood-Melrose Park-Broadview School District 89, (the “Board of Education” or “Board”), up to the hour of 10:00am on Wednesday, March 25, 2026, for the following work:

### Pupil Transportation Services

For:

Maywood-Melrose Park-Broadview School District 89  
Melrose Park, Illinois

Bids will be opened at that time, or shortly thereafter.

Per 105 ILCS 5/10-20.21, the contract will be awarded, if at all, by first considering the Bidder or Bidder’s most able to provide safety and comfort for the students, stability of service, and any other factors set forth in these Bid Specifications regarding quality of service as determined by the Board of Education and then price. Board decisions are final in all instances and are not subject to review. Contractor will be expected to enter into a contract in the same or substantially similar form to the sample contract, attached hereto as Exhibit E.

Bid documents may be obtained in the Business Office at 906 Walton St. Melrose Park, IL 60160. Bidders desiring to submit proposals are required to inform the Chief School Business Official prior to picking up the specifications. Telephone: (708) 450-2460.

Potential Bidders may submit a bid for Regular Education Transportation services, Special Education Transportation services, or both.

A voluntary pre-bid meeting will be held on Wednesday, March 25, 2026 at 10:00am at the District Office located at 906 Walton St. Melrose Park, IL 60160. The purpose of this meeting will be to answer questions regarding the bid specifications.

Each bid must be accompanied by a bid bond for an amount not less than ten percent (10%) of the total amount of the bid for year one of service. If the successful Bidder fails to proceed with the contract, it shall forfeit the bid bond as liquidated damages and no mistakes or errors on the part of the Bidder shall excuse or entitle it to a return of the aforementioned amount.

No bid will be considered unless the Bidder furnishes satisfactory evidence to the Board of Education that it has the necessary abilities, experience, equipment, financial, and physical resources available to fulfill the conditions of the contract and execute the work should the contract be awarded to it.

The successful Bidder will at all times observe and comply with all laws, ordinances, regulations, and codes for the Federal, State, County, and other local government agencies, which may in any manner affect the preparation of bids or the performance of the contract.

The Board of Education or Maywood-Melrose Park-Broadview School District 89 reserves the right to accept or reject any or all bids, waive any or all irregularities or technicalities in the bid, and award the bid in the manner that best serves the interests of the Board of Education.

## GENERAL INFORMATION

The Board of Education will receive sealed bids for Pupil Transportation Services until Wednesday, April 8, 2026 at 10:00am at which time bids will be opened publicly and read aloud.

Bids are to be addressed to:

Maywood-Melrose Park-Broadview School District 89  
Attention: Chief School Business Official  
906 Walton St  
Melrose Park, IL 60160

Bids must be enclosed in a sealed enveloped clearly marked "Pupil Transportation Services" and include the Bidder's name and address. The Bidder assumes the risk of any delay in handling or delivery of mail. No bids will be accepted by fax or email.

All bids submitted must be valid for a minimum period of one hundred and thirty (130) calendar days after the date set for the bid opening.

Where conflicts exist within or between parts of the Contract, Bid Specifications, Bid Documents, and applicable standards, codes, and ordinances, or simply within the Contract Documents, the more stringent, or higher quality or greater quantity requirements shall apply.

The Board of Education reserves the right to reject any and all bids, to accept bids either in whole or in part, and to waive any and all technicalities, irregularities, or defects in any proposal should it deem to be in the best interest of the School District.

Per 105 ILCS 5/10-20.21, the contract will be awarded, if at all, by first considering the Bidder or Bidder's most able to provide safety and comfort for the students, stability of service, and any other factors set forth in these Bid Specifications regarding quality of service as determined by the Board of Education and then price. Board decisions are final in all instances and are not subject to review. Contractor will be expected to enter into a contract in the same or substantially similar form to the sample contract, attached hereto as Exhibit E.

The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) including, but not limited to, the prohibitions against discrimination and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Illinois Human Rights Act*. The Contractor further agrees to comply with all Federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*).

Bidders will at all times observe and comply with all laws, ordinances, regulations, and codes for the Federal, State, County, and other local government agencies, which may in any manner affect the preparation of bids or the performance of the contract.

A voluntary pre-bid meeting will be held on Wednesday, March 25, 2026 at 10:00am. If, as a result of the pre-bid meeting, it is necessary to modify these instructions or the specifications, an addendum shall be issued. In computing transportation costs, Bidders should not include any federal transportation tax because the Board is exempt.

Preference will be given to Bidders that have owned and operated a pupil transportation service contract serving public school districts of similar size and scope for at least the last three (3) years and must give evidence of all such contracts. Bidders shall submit a list of all school districts they are currently serving or have served within the past five (5) years. This list shall include name of contact, school district, address, and phone number.

For further information or clarification of specifications, please contact Scott Wold, Chief School Business Official, at [scott.wold@maywood89.org](mailto:scott.wold@maywood89.org).

Bid Prices shall be complete and include all necessary equipment and supervision.

Bids shall be based on the premise that the Board will not be responsible for financing, holding title to, or licensing of vehicles.

## EXHIBIT A

### **TRANSPORTATION SPECIFICATIONS**

Pupil Transportation Services for Maywood-Melrose Park-Broadview School District 89 and its nine schools.

The Contractor is responsible for meeting all the requirements of the Illinois School Code, Illinois State Board of Education, and Illinois Department of Transportation Legislation as they pertain to school bus transportation. Additionally, unless notified, it is not subject to Vehicle Code 625 ILCS 5/6-106.1a, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract be in compliance with the provisions of Vehicle Code 625 ILCS 5/6-106.1a, including, but not limited to, reporting to the School District within three business days of when any of its agents, employees, or representatives who will be on the School District's premises to carry out the Pupil Transportation Services contemplated by the contract documents, is/are charged with a crime listed in Vehicle Code 625 ILCS 5/6-106.1a, or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty, or plead no contest to that crime. The Contractor shall indemnify, defend, and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counterclaims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with the requirements of Illinois Vehicle Code 625 ILCS 5/6-106.1a, or this paragraph.

#### EQUIPMENT

Bids will be based upon the use of vehicles with seating capacity for 71 students or more for regular education transportation. Different accommodations may be made for special education students with prior mutual agreement between Maywood-Melrose Park-Broadview School District 89 and the Contractor. Contractors must be able to provide a lift bus if/when needed for special education transportation. The Contractor will maintain all equipment used for the transportation of students in strict accordance with the standards of the Illinois Vehicle Code and the School Code of Illinois. Each bus will meet the requirements of regular inspections on a daily basis by the driver and on a periodic basis by a qualified inspection facility. All school bus vehicles shall be maintained in a clean and sanitary condition. If there is a dispute as to what is considered "clean and sanitary," the District's definition and interpretation of that standard will prevail.

Each Bidder shall submit, along with their bid, a brief description of the equipment, which they propose to use in carrying out this Contract. The Contractor shall keep enough equipment on hand so there shall be no interruption in services in the event of breakdowns. In the event that a route does not run, Dispatch shall contact the Transportation/Business Office immediately. Standby vehicles shall meet the same standards as regular route vehicles. A minimum of one standby vehicle for every twelve regular vehicles shall be available to the District.

It is understood that all equipment furnished by the Contractor during the term of this Contract shall comply with all statutes, school bus specifications, and safety regulations then in force. If any equipment owned by the Contractor is condemned in whole or in part during the term of the Contract, the Contractor shall replace it without additional expense to the Board of Education, and without claims for adjustment

in per diem or per trip compensation. The District requires that the fleet of buses used for the District shall have an average age of no more than eight years, with no vehicle exceeding twelve years of age during the term of the contract. The age of the vehicle shall be determined by the title year.

Contractor shall purchase and obtain all fuel required to operate the vehicles necessary for the performance of this Contract. There will be no fuel escalation assessments during the contract period.

All interior walls and ceilings shall be cleaned as necessary in conformity with good housekeeping. Any obscene and abusive writings or markings shall be immediately removed. In the event the Contractor, or its drivers, has knowledge as to the person causing such writings or markings, that person's name and relevant information shall be reported to the appropriate school officials. All units shall be washed and cleaned on the outside as may be necessary under existing weather conditions and so as to maintain "clean" buses on the road. Each unit shall be inspected daily for any mechanical defects or unsafe conditions which must be corrected or repaired before the unit is dispatched on another trip.

During the term of this Contract, it will be the obligation of the Contractor, at its expense, to comply with any changes required by law in the standards, manufacture, or safety of equipment or conditions for the employment of personnel. The Contractor is borne with the responsibility of keeping up-to-date with regard to all safety and bus modification regulations. As safety and bus modification changes become law, the Contractor shall, at its sole cost, make any and all modifications as required by state and federal law.

All equipment shall be maintained in sound mechanical condition at all times to pass the required State School Bus Inspections. Annual (or such shorter period as may be required by law) state safety inspection certificates shall be presented to the District documenting the safety compliance of each vehicle with state standards. In addition, maintenance records on each vehicle shall be made available to the Board or its representatives upon demand. Any state inspection fees incurred in the periodic inspection of the buses herein described shall be a no cost to the Board and Contractor shall bear all labor costs connected with complying with all applicable inspection, maintenance and repair requirements. The Contractor is further responsible for the costs of any damage to its buses.

All equipment must be available for examination by authorized District personnel during normal working hours. Authorized District personnel will be allowed to board any vehicle used by the Contractor in the performance of this Contract. District personnel will be allowed to board the vehicles at any time without notice.

All buses shall be equipped with a mechanical or electrical device that will ensure that no child will be left on an unattended bus. The bus driver shall be trained to use this device at the conclusion of each bus run.

All buses shall be equipped with GPS Tracking where the school district can visually see where school busses are located on their routes.

All buses or vans used by the Contractor in connection with this contract shall be equipped with first-aid equipment sufficient enough to allow drivers to administer first aid to students until emergency personnel, parents, or District employees arrive to assist. Any law or statute that specifies the type or extent of first-aid equipment available is to be complied with at all times.

All buses shall be equipped with a complete two-way radio system in good working order. The Contractor shall provide and maintain a sufficient quantity of backup radios to ensure that buses never operate in violation of this provision. Drivers shall maintain constant radio contact with Contractor's central dispatch. Prior to all bus routes, all drivers must test the two-way radio system to ensure it is functioning properly.

The Contractor shall not permit the use of liquor, drugs, or smoking material in vehicles used to provide services under this Contract, nor shall it permit any vehicle to be operated by a driver who is under the influence of liquor, illegal drugs, or any legally-prescribed drug which would adversely affect the operation of the vehicle.

The provisions in the Bid Specifications requiring color video camera equipment shall apply.

### STUDENT DISCIPLINE

The District maintains written policies regarding the conduct of students when riding on a school bus. Students and their parents are notified annually of these policies and of the consequences for misbehavior on the bus. The District reserves the right to handle major student discipline problems on the bus. If a student causes an undesirable situation on a vehicle, the driver shall report the student's name and a description of the situation to their supervisor, who shall, no later than the following day (during school hours), turn in a report to the District. Additionally, all drivers are expected to provide written reports of student misbehavior for the school office, where appropriate action will be taken. In no case shall a driver eject a student from a bus for misbehavior unless there is an extreme emergency endangering the safety of other persons on the bus. The driver is expected to call immediately for assistance in such cases.

From time to time the District may ask its staff to ride buses to control discipline on the bus. The Contractor will be responsible to pick up and drop off staff members at their schools prior to and after the bus route. Every attempt will be made to notify the Contractor ahead of time when a staff member will be riding the bus. On buses with chronic discipline problems, staff members may be assigned to ride the bus on a daily basis. The District may also assign staff members to ride buses daily on an as-needed basis when, in the opinion of the District, it is necessary.

It is to be understood that decisions on disciplinary problems, suspensions, or expulsions will rest with the District's Principals, Superintendent, or Board of Education. The driver is responsible only for discipline required to operate the bus; beyond this point, he/she will ask for help. If, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering passengers on the bus, the driver shall stop the bus and take whatever emergency action (if any) is necessary to ensure the safety of the passengers. As soon as reasonably possible thereafter, the driver shall report such occurrence to the Contractor's central dispatch.

### SPECIAL PROGRAMS

Contractor shall also provide transportation services for field trips, athletic events, summer school, after school programs, and other special programs as requested by the District. At its discretion, the District reserves the right to use other transportation services for field trips, shuttle runs, athletic activities, out-of-district transportation and other purposes not included in regular District routes. This is not to preclude the possibility that the District may combine some of these types of activities where logical and feasible

with regular routing. The Contractor's fee structure and standard time blocks when buses and drivers shall be available shall be stated on the bid summary form.

The District shall determine Special Program bus routes. The Contractor is expected to work closely with the District in planning the routes and otherwise performing this agreement.

### STAFFING

The Contractor, who is the recipient of District funds, or proposes to perform any work or furnish any goods under the Contract, shall not discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit an unfair employment practice. The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) including, but not limited to, the prohibitions against discrimination and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Illinois Human Rights Act*. The Contractor further agrees to comply with all federal Equal Employment Opportunity Law, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*) and rules and regulations promulgated thereunder.

The Contractor agrees to pay for all permits, licenses, drug testing, medical examinations (if required), criminal background investigations, fingerprint checks, and other such fees as required by the laws and regulations of the United States of America, the State of Illinois, and the County of Cook. Contractor shall also submit a sworn statement confirming that efforts are made to screen employees; that background checks are made to ensure that new employees have no prior criminal record that would render said persons as unwanted in a school setting, *e.g.*, child molestation, pornography, etc. within three months prior to submission of the bid. The Contractor shall immediately submit the name and birth date of all employees upon employment in the District to the Board of Education, or designee, in order for the Board to conduct a criminal background check for all employees consisting of the following: (a) fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation; (b) check of the Illinois Statewide Sex Offender Database; (c) check of the Statewide Child Murderer and Violent Offender Against Youth Database; and, (d) any other criminal history records checks as required by 105 ILCS 5/10-21.9 or Illinois Vehicle Code 625 ILCS 5/6-106.1a. Contractor will also be in compliance with current and future local, state, and federal laws and regulations. In addition to an annual drug and alcohol test, the Contractor must have a drug and alcohol-testing program, which allows for and requires testing of drivers for reasonable cause, post-accident, and on a random basis. A positive test result shall disqualify a driver from providing service to the District.

Bus drivers hired by the Contractor shall be fully trained and meet all qualifications as specified in the laws of the State of Illinois. All drivers shall possess the required certificates, licenses, and medical documentation for operation of a school bus in Cook County.

The Contractor shall administer a satisfactory safety program for all bus drivers. In addition to regularly scheduled safety meetings, the Contractor shall have a supervisor ride with every driver at least once each semester for the purpose of observing the driving practices and adherence to the planned routes. In addition, school administrators may, from time to time, ride a bus to observe general conditions. The Contractor shall also provide a bus at each of the schools at least once a year for District personnel to conduct safety training and emergency bus evacuation drills.

No driver shall give any gifts to students on their bus.

Substitute drivers may be used only when it is not possible for the regularly assigned driver to be available. When substitute drivers are used, the Contractor shall ensure that the driver is given a map and a detailed route sheet specifying the location and order of bus stops and the names of the students to be picked-up and dropped off at each stop. Substitute drivers should be familiar with the area the District serves prior to being assigned as a substitute driver on one of the District's routes.

The District shall be given the opportunity to request specific drivers for school routes. This request will supersede any bids for school routes by other drivers. Drivers must be the same for all routes throughout the day, to the extent possible.

The Contractor shall furnish and Contractor's drivers shall be required to properly wear and display a photo identification badge or Contractor identification badge at all times they are providing transportation services for the District. Uniform dress is desirable.

The Contractor shall provide all drivers with periodic in-service training relative to all facets of the driver's job and shall make certain that all drivers shall have successfully completed a Red Cross approved first aid course prior to operating a bus under this contract.

The Contractor shall assign one supervisor to the District who will be available to meet with District personnel to discuss any transportation issues day to day.

The District shall have the right to unilaterally require the removal of any driver from performing services under this contract (but the Contractor will have the sole discretion to dismiss any such employee from employment with the Contractor). The District reserves the right to require the Contractor to remove a driver from the District's routes permanently or temporarily at any time for any reason. Subject to this overriding right, however, the responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, and the Contractor must agree that it shall enter into no agreement or arrangement with any employee, person, group or organization which will in any way prevent the District from exercising such right.

The Contractor shall pay drivers a competitive rate and benefits to promote a level of quality, continuity, and reliability of service. The Contractor will inform the District of all pertinent negotiations with its employees relating to wages, benefits and other compensation. Any increase in wages, compensation or other benefits shall not be cause for considering a readjustment of the rate structure.

If and when the need arises, all vehicle drivers and aides (if/when applicable) may be responsible for assisting in loading and unloading of special education students.

#### DISPATCH

Contractor shall maintain a central dispatch station with a clear and complete two-way radio contact to all bus drivers operating buses used in performing this contract. A permanent dispatcher shall be employed by the Contractor and assigned to central dispatch and that person, or an equally competent substitute, shall be on duty at central dispatch at all times when transportation services are being performed thereunder. Such dispatcher will be in constant contact with District personnel and notify the District immediately of any of the following:

- Bus accidents involving any buses utilized for the District's transportation contract. Should an accident ever occur, the Contractor will immediately notify the Transportation Coordinator and/or Chief School Business Official giving all information known at the time. The District reserves the right to inspect any vehicle involved in any accident to determine if it is safe to be used in transporting students. If there is a question of safety, the District reserves the right to have that vehicle eliminated from further service pending an inspection by a mechanic or safety expert of the District's choice, cost to be borne by Contractor.
- Drivers must notify dispatch immediately in the event of fighting, criminal, or unruly behavior on a District bus requiring assistance of District personnel or local law enforcement.
- Drivers must notify dispatch immediately in the event of medical emergencies or any injuries or health problems involving one of the District's students.
- Drivers must notify dispatch immediately in the event of bus routes that are running more than 15 minutes behind schedule.
- Drivers must notify dispatch immediately in the event of serious disagreements, discussions, or arguments between Contractor's personnel and parents or students of the District.
- Drivers must notify dispatch immediately in all instances where, in the opinion of the driver, the behavior of any person on the bus threatens or prohibits the driver from operating the bus without endangering the passengers on the bus.
- Drivers must notify dispatch immediately upon the occurrence of any other issues or events important to the safe, effective, orderly, and efficient delivery of students to and from their destination.
- Under no circumstances may a driver refuse to transport a student who is assigned to his/her bus without the express written consent from the District.
- The Contractor's dispatcher will immediately comply with any District employee's request to relay information to drivers or students via the Contractor's radio.

## VIDEO

All buses shall be equipped with color video camera equipment capable of recording audio and video of the entire bus starting from the entrance to the bus back to the rear of the interior cabin. Recording equipment can be digital or videotape based. The Contractor will adhere to the following requirements with respect to audio and video recording of students:

- The Contractor shall supply the District with a recording of each requested bus route within three (3) business days. Any video recordings that are provided to the District later than three (3) business days will result in a credit to the District equal to the route's respective rate. Any videos that are not available for viewing due to mechanical problems or otherwise will result in a credit to the District equal to the route's respective rate.
- The Contractor will ensure that the video recording devices, tapes, and recordings shall be kept locked, secured, and inaccessible to the public and drivers.
- Under no circumstances will the Contractor release the recordings to anyone other than a District Administrator or designee.
- The Contractor will provide signage in each bus indicating that an audio and video recording is occurring.
- Devices must be recording at all times that District students are on the bus or the bus engine is running.

## SAFETY

The Contractor shall, during the period set forth, provide and maintain such school bus transportation as may be requested to transport conveniently and safely, any and all students or other personnel designated by the District to be transported. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted to the Contractor by the District.

All schedules shall be in keeping with the safety of school children so as to deliver students within a reasonable time prior to the opening of the various schools, and so as to return them to their respective bus stops within a reasonable time after the close of the school day. The District will supply all school time schedules.

The Contractor agrees that it will allow no person, other than students, supervisors of the Bus Company, drivers in training, and authorized school personnel, to ride the bus without the written consent of proper school officials.

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

#### ROUTES

Contractor shall notify the District of driver shortages prior to the start of the school year. Contractor shall develop and provide the Chief School Business Official with a written plan to accommodate driver shortages before the start of the school year. The District will approve the plan prior to implementation.

Buses that arrive late shall be subject to a penalty equal to 50% of the respective route charge per vehicle per occurrence. This applies to all routes, including, but not limited to, regular routes, field trips, charters, activity routes, special routes, and sporting event routes. Bus routes that miss stops for more than three days per 10 days of services shall be subject to a penalty equal to 50% of the respective route charge per vehicle per occurrence. Cancellations of buses by the Contractor shall result in the District being reimbursed by the Contractor for any and all costs incurred for transportation and the activity/event. All applicable penalties will be deducted from the first invoice following the incident of non-compliance. Any repetition of lateness or failure to adhere to the established routes or schedule shall be considered a breach of contract. Penalties will take effect on the seventh (7<sup>th</sup>) day of student attendance.

The District reserves the right to revise or change any and all routes and the number of buses required to best suit its needs at any time before or during the school year. All such revisions shall be deemed an ordinary part of the Contract. The District will notify the Contractor whenever changes are necessary in routes or time schedules and the Contractor shall make every reasonable effort to adjust its operations so as to accommodate all such necessary changes within two school days after notice is received from the District.

In the event of inclement weather or any other reason for school being cancelled or delayed, the Superintendent or his/her designee shall notify the Contractor as soon as a decision is made of such cancellation or delay. In the event that school shall be dismissed early due to a school or District emergency, the Superintendent or his/her designee shall notify the Contractor immediately. The decision shall be final.

When new students and/or stops are added to routes, the District will notify the Contractor in writing via fax or email to a person designated by the Contractor to accept such additions. The Contractor shall ensure that the new stop or student pick-up is performed within two school days of such notice.

Drivers shall be assigned on a permanent basis to specific routes and schedules. A list of drivers assigned to each route shall be provided to the District prior to the beginning of the school year. A list of substitute drivers that may work in the District shall also be provided.

Bus drivers shall not deviate from the normal pickup route or from the normal route time schedule except for reasons beyond his/her control.

At the conclusion of every route, each driver will visually inspect each seat and the floor under each seat to be sure there are no students left on the bus. If a student is found to still be on the bus at that time, he or she shall be taken directly to his or her stop and the District shall be notified immediately upon the discovery. UNDER NO CIRCUMSTANCES shall a driver exit the bus without doing the above-mentioned visual inspection.

Each driver will complete a practice run each year one week prior to the start of school to be sure they understand the route assigned and can complete the route in the time given. There will be no additional charge to the District for these "trial runs" each year.

Subject to the District's approval, the Contractor shall schedule all school day bus routes, in keeping with the safety of school children, and shall provide complete maps and lists of stops for morning and afternoon routes. The objective in scheduling efficient routes is that the seating capacity of each bus is approximately 90% utilized and that the routes are zoned to minimize the driving times. Children shall be delivered to school on time and returned home promptly after school. No route time for students shall be longer than 60 minutes. Bus route times for students lasting longer than 60 minutes shall be subject to a penalty equal to 100% of the respective route charge per vehicle per occurrence. Tentative bus routes should be completed by July 31<sup>st</sup>.

In order for the Contractor to create school day bus routes, the District will provide the Contractor with a list of all enrolled student names and addresses. All routing shall then be done by the Contractor. Once bus routes are in place, the Contractor shall provide this information to the District for review and approval prior to implementation. All bus routes must be based off picking up and dropping off students on the right side of the road. Drivers are specifically expected to follow the routes as prepared and to not make any changes without approval from the District. Drivers should begin each route with the scheduled arrival approximately 20 minutes before the start of school. Departure after school should be no later than 10 minutes after the dismissal bell.

Summer School: When the District runs a summer school program, it usually begins in June and ends in July. Summer School generally begins no earlier than 8:00am and dismisses no later than 1:00pm. These times are subject to change and the District shall notify the Contractor prior to any time changes.

The Contractor shall cooperate with the District in maintaining a good public relations program with the community and news media.

Routes may include the door-to-door pick up and drop off of students in Special Education and the alternate program. No special education students will be required to cross the street to the bus from their stop or from the bus to their stop.

Throughout the majority of the school year, the District offers activity buses to students who stay after school for extracurricular activities. These buses depart the school(s) after regular hours and drop students off at the other schools within the School District. Students walk home from there (the nearest school to their house is their stop). If the activity route departure time changes, the District shall notify the Contractor prior to any time changes. The District may offer other extracurricular activities (IMSA) that end no later than 5:00pm.

Field Trips and Athletic Trips: Most trips are in the Chicagoland area. Athletic trips cover the Chicago suburban area, and cover all school sports.

The Contractor must have the flexibility to meet all of the service requirements for students as indicated by the District calendar.

Attached are copies of the current morning, mid-day, afternoon, and after school bus routes. The same number of routes are anticipated for the 2026/2027 school year.

Each Bidder shall state the cost per bus for field trips, athletic trips, and extra-curricular trips. A paragraph describing all costs and time parameters is required, including surcharges (if applicable) for trips operating during times when buses are needed for regular school routes, charges for tolls and parking, and the City.

Each Bidder shall state any areas in which services cannot be provided or which can be provided in modified form from these specifications. If no modifications are stated, the Bidder shall abide by these specifications.

In the event the Contractor is not able to fulfill all routes and the District needs to contract with an additional provider, the Contractor is required to reimburse the District 125% of the costs incurred.

## BILLING

The Contractor shall prepare and present monthly billing for services to the District Office the month following services. For example, the invoice for services in September is submitted in October. Contractor shall send the District invoices via regular mail. This invoice shall reflect all payments that have accrued and become due to the Contractor for services performed under the Contract in the immediately preceding month.

Regular Education and Special Education related transportation shall always be separate invoices.

Invoices shall be presented in the following format:

Description	Miles	Number of Students per route	# of Routes	# of Days	Price per Route	Total
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The various types of routes described herein shall be itemized on separate pages following the cover page that summarizes all route types and charges for the preceding month.

The Contractor shall keep accurate records of miles driven, number of students transported, and any other information required by the District to substantiate the annual Illinois State Board of Education Regular Pupil Transportation Claim form.

Each field trip and athletic trip shall be a separate invoice detailing mileage, tolls, parking, etc.

**EXHIBIT B**

**TRANSPORTATION DATA**

Below are the current beginning and ending times for each school as well as the required arrival and departure times for bus routes. Buses that arrive late shall be subject to a penalty equal to 50% of the respective route charge per vehicle per occurrence. The current school times are expected to remain the same for the 2026/2027 school year but is subject to change.

Regular Education Routes

<b>SCHOOL</b>	<b>CURRENT GRADE LEVELS</b>	<b>REQUIRED MORNING ROUTE ARRIVAL TIME*</b>	<b>CURRENT SCHOOL START TIME</b>	<b>CURRENT SCHOOL END TIME</b>	<b>REQUIRED AFTERNOON ROUTE ARRIVAL TIME**</b>
Emerson	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Garfield	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Irving	6 – 8	5 minutes before the start of school	7:55am	2:40pm	5 minutes prior to school end time
Jane Addams	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Lincoln	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Melrose Park	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Roosevelt	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Stevenson	6 – 8	5 minutes before the start of school	7:55am	2:40pm	5 minutes prior to school end time
Washington	PreK – 8	5 minutes before the start of school	7:55am	3:20pm	5 minutes prior to school end time

Special Education Routes (door-to-door stops)

<b>SCHOOL</b>	<b>CURRENT GRADE LEVELS</b>	<b>REQUIRED MORNING ROUTE ARRIVAL TIME*</b>	<b>CURRENT SCHOOL START TIME</b>	<b>CURRENT SCHOOL END TIME</b>	<b>REQUIRED AFTERNOON ROUTE ARRIVAL TIME**</b>
Emerson	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Garfield	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Irving	6 – 8	5 minutes before the start of school	7:55am	2:40pm	5 minutes prior to school end time
Jane Addams	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Lincoln	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Melrose Park	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Roosevelt	PreK – 5	5 minutes before the start of school	8:35am	3:20pm	5 minutes prior to school end time
Stevenson	6 – 8	5 minutes before the start of school	7:55am	2:40pm	5 minutes prior to school end time
Washington	PreK – 8	5 minutes before the start of school	7:55am	3:20pm	5 minutes prior to school end time

After School Programs

<b>SCHOOL</b>	<b>CURRENT GRADE LEVELS</b>	<b>REQUIRED MORNING ROUTE ARRIVAL TIME*</b>	<b>CURRENT SCHOOL END TIME</b>	<b>Bus Pick-Up Time</b>	<b>REQUIRED AFTERNOON ROUTE ARRIVAL TIME**</b>
Irving	6 – 8	5 minutes before the start of school	2:40		5 minutes prior to school end time
Stevenson	6 – 8	5 minutes before the start of school	2:40		5 minutes prior to school end time
Washington	PreK – 8	5 minutes before the start of school	2:40		5 minutes prior to school end time

Sports

<b>SCHOOL</b>	<b>CURRENT GRADE LEVELS</b>	<b>CURRENT SCHOOL END TIME</b>	<b>Bus Pick-Up Time</b>
Emerson	PreK – 5	8:35am	3:30pm
Garfield	PreK – 5	8:35am	3:30pm
Irving	6 – 8	2:40pm	2:45pm
Jane Addams	PreK – 5	8:35am	3:30pm
Lincoln	PreK – 5	8:35am	3:30pm
Melrose Park	PreK – 5	8:35am	3:30pm
Roosevelt	PreK – 5	8:35am	3:30pm
Stevenson	6 – 8	2:40pm	2:45pm
Washington	PreK – 8	2:40pm (6-8) 3:20pm (k-5)	2:45pm (6-8) 3:30pm (k-5)

The information below is based on current operating statistics for the 2025/2026 school year. This information is offered in order to give Bidders necessary information to understand the needs of the District. It is each and every Bidder's responsibility to affirm and verify this information. The District cannot guarantee this information is exact or will remain the same in the future, but believes it fairly represents the service currently provided.

**SUMMARY OF REGULAR AND SPECIAL EDUCATION STUDENTS BY SCHOOL RECEIVING TRANSPORTATION SERVICES**

<b>SCHOOL</b>	<b>REGULAR EDUCATION</b>	<b>SPECIAL EDUCATION</b>
Emerson	33	7
Garfield	34	20
Irving	128	26
Jane Addams	0	0
Lincoln	0	25
Melrose Park	0	9
Roosevelt	33	22
Stevenson	123	18
Washington	48	0

**SUMMARY OF CURRENT ROUTES PER DAY FOR REGULAR EDUCATION**

<b>SCHOOL</b>	<b>MORNING ROUTES</b>	<b>AFTERNOON ROUTES</b>	<b>CLUB ROUTES</b>	<b>SPORT ROUTES</b>
Emerson	1	1		
Garfield	1	1		
Irving	2	2	2	
Jane Addams	0	0		
Lincoln	0	0		
Melrose Park	0	0		
Roosevelt	1	1		
Stevenson	2	2	2	
Washington	4	4	2	

**SUMMARY OF CURRENT ROUTES PER DAY FOR SPECIAL EDUCATION**

<b>SCHOOL</b>	<b>MORNING ROUTES</b>	<b>AFTERNOON ROUTES</b>	<b>CLUB ROUTES</b>	<b>SPORT ROUTES</b>
Emerson	2	2	0	0
Garfield	4	3	0	0
Irving	4	4	2	0

Jane Addams	0	0	0	0
Lincoln	4	3	0	0
Melrose Park	1	2	0	0
Roosevelt	3	4	0	0
Stevenson	3	3	0	0
Washington	0	0	0	0

SUMMARY OF CURRENT ROUTES PER DAY FOR OUT-PLACED STUDENTS

<b>SCHOOL</b>	<b>NUMBER OF STUDENTS</b>
Esperanza	2
Esperanza Attendant	0
Esperanza Solo	1
Esperanza Solo Attendant	0
High Road	9
High Road Attendant	0
J. Schultz 1	5
J. Schultz 2 Attendant	0
J. Schultz 2 (SOLO)	2
Joseph Academy 1	2
Joseph Academy 1 Attendant	0
Joseph Academy 2	1
Joseph Academy 2 Attendant	0
Soaring Eagle 1	3
Soaring Eagle 1 Attendant	0
Soaring Eagle 2	2
Soaring Eagle 2 Attendant	0
Innovations	4
Innovations Attendant	0
North Elementary	1
North Elementary Attendant	0
Easter Seals	5
Easter Seals Attendant	0
Glen Oaks	1
Albright	1
Albright Attendant	0
LADSE	1
Menta Hillside	3
Menta Hillside Attendant	0
Redwood Day	1
Redwood Day Attendant	0
HTD	2
HTD Attendant	0

Westmont jr	2
Westmont jr Attendant	0
Helping Hands	0
Helping Hands Attendant	0
Kingsley	0
Kingsley Attendant	0
PAEC AM	4
PAEC PM	1

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

In order to be considered, all Bidders will be required to meet the following specific requirements set forth below. A certificate of insurance from your insurance carrier must include the following coverage and limits of liability. Maywood-Melrose Park-Broadview School District 89 must be listed as an additional insured.

➤ Commercial General Liability Coverage

Limits:           \$1,000,000 Each Occurrence  
                      \$2,000,000 Aggregate  
                      \$2,000,000 Products and Completed Operations Aggregate  
                      \$1,000,000 Personal and Advertising

Coverage shall be occurrence based and name the School District as additional insured on a primary and non-contributory basis.

➤ Commercial Automobile Coverage

Limits:           \$1,000,000 Each Occurrence

Coverage shall be occurrence based and name the School District as additional insured on a primary and non-contributory basis.

➤ Umbrella Excess

Limits:           \$9,000,000

Follow form underlying coverage including additional insured requirements

➤ Workers Compensation Coverage

Limits: Coverage A: \$1,000,000  
Coverage B: Statutory

Coverage shall include a waiver of subrogation in favor of the School District.

A certificate of insurance evidencing the above coverage with the additional insured and waiver of subrogation endorsements attached must be provided prior to the commencement of the work and annually prior to the insurance coverage renewal.

#### **EXHIBIT D**

#### **INDEMNIFICATION**

For any claim by an employee or group of employees alleging a co-employer relationship with the Contractor's staff, the Contractor shall indemnify and hold harmless the District for the same.

Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including actual attorney's fees, arising out of the:

- i. Negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents;
- ii. Any breach of the terms of this Contractor;
- iii. Any breach of any applicable Federal, State or local law, rule, regulation or ordinance; or

Any breach of any representation or warranty by Contractor under this Contract. The Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

#### **ENVIRONMENTAL INDEMNIFICATION**

Throughout the Initial Term, or any Renewal Term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any School District property in violation of any applicable law or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this paragraph and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Contractor, from operations or Lawn Care Services in or about any School District property by Contractor or its agents or employees. As used herein, the term "Hazardous

Substances” shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 USC 1251 *et seq.*) (“Clean Water Act”), the Resource Conservation & Recovery Act (42 USC 6901 *et seq.*) (“RCRA”), Safe Drinking Water Act (42 USC 300f-j-26), Toxic Substances Control Act (15 USC 2601 *et seq.*), Clean Air Act (42 USC 7401 *et seq.*); the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9601 *et seq.*) (“CERCLA”), the Emergency Planning and Community Right to Know Act, 42 USC 11001 *et seq.* (“EPCRA”), the Illinois Natural Resources and Environmental Protection Act the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Lease, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. This paragraph shall survive the expiration or earlier termination of this Contract.

## EXHIBIT E

### REQUIRED BID SUBMITTALS

- Bids must be enclosed in a sealed enveloped clearly marked “Pupil Transportation Services” and include the Bidder’s name and address
- Enclose a copy of Bid Security Bond, Cashier Check, or Certified Check not less than 10% of the total bid. State dollar amount of Bid Security Bond: \_\_\_\_\_
- Certificate of Insurance (Exhibit C)
- Specific Bidder Information Form (Attachment A)
- Transportation Service Bid Forms (Attachment A)
- Contractor’s Certificates (Attachment B)
  - Certificate Regarding Sexual Harassment Policy
  - Certificate Of Compliance With Criminal Background Checks
  - Certification Of Compliance With Drug-Free Workplace Act
  - Non-Collusion Affidavit
  - Bid-Rigging Certification
  - Certifications By Bidder
- References (Attachment C)
  - Three public school district references
  - At least one bank reference

**EXHIBIT F**

**TENTATIVE CONTRACT**

**REGULAR/SPECIAL EDUCATION  
PUPIL TRANSPORTATION SERVICES CONTRACT**

**THIS REGULAR/SPECIAL EDUCATION PUPIL TRANSPORTATION SERVICES CONTRACT**, (the "Contract") entered into this **XXth day of Month**, 2026 by and between the Board of Education of Maywood-Melrose Park-Broadview School District 89 ("Board" or "School District"), an Illinois general powers school district, whose address is 906 Walton St., Melrose Park, IL 60160 and **NAME ("Contractor"), whose address is ADDRESS**.

**RECITALS**

1. The Board issued a Request for Bids for General and Special Education Pupil Transportation Services dated **DATE** (the "Bid Specifications").
2. The Contractor submitted a Bid in response to the Bid Specifications dated **DATE** (the "Bid"), to provide General Education Pupil Transportation Services contemplated by the Bid Specifications.
3. The parties now desire to enter into this Contract whereby Contractor agrees to supply all services necessary to fulfill the requirements set forth in the Bid Specifications and Contractor's Bid and the Board agrees to its obligations set forth therein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth below, the Parties agree as follows:

**1. THE CONTRACT**

**Incorporation of Documents by Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract, the Bid Specifications including all attachments and exhibits, addenda to the Bid Specifications (if any), and, the Bid and other related documents. Hereinafter referred to collectively as "Contract Documents."

**2. ORDER OF PRECEDENCE**

As noted above, the Contract Documents, include the following:

- (a) This Contract;
- (b) Exhibit A to this Contract - the Bid Specifications including all attachments and exhibits and addenda (if any); and,
- (c) Exhibit B to this Contract - the Contractor's Bid and other related documents.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (a) to (c). Where there is no conflict between any of the terms and conditions contained in the Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties.

**3. CONTRACT TERM**

The term of this Contract shall commence on 6/1/2026 and continue through 5/31/2029, unless earlier terminated by either party as otherwise expressly permitted by this Contract.

**4. NONDISCRIMINATION**

Contractor is required to comply with a policy of non-discrimination and equal employment opportunity for all persons, and to take affirmative steps to provide equal opportunity for all persons.

**5. INVOICING AND PAYMENT TERMS**

**(a) Invoices**

The Contractor shall submit invoices for General Education Pupil Transportation Services on a monthly basis. Services for each shall be itemized. Payment to the Contractor shall be made within thirty (30) days after receipt of invoice.

Invoices shall be submitted to:

Maywood-Melrose Park-Broadview School District 89  
Attention: Accounts Payable  
906 Walton St  
Melrose Park, IL 60160

**(b) Additional Charges**

Before rendering any services outside the scope of the General Education Pupil Transportation Services covered in the Contract Documents ("Additional Services"), the Contractor must receive prior written approval from the Superintendent or Chief School Business Official. Invoices for approved Additional Services must include the date and times the Additional Services were completed, the type of Additional Services performed, the number of hours worked and the name of the School District employee who authorized the Additional Services. Invoices for Additional Services will be separate from the regular monthly invoice, but will be sent to the School District together with the regular monthly invoice. Charges for these Additional Services will be in accordance with Exhibit B; the Contractor's accepted Bid.

**(c) Payments**

Payment of the undisputed amounts in each invoice will be made within (30) days of receipt of the invoice. The School District will issue one payment per month. Disputes regarding amounts contained in any invoice will be communicated to Contractor by the School District, in writing, within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Contractor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to the payment due date. The School District will not be assessed any late payment penalties, fines or charges for disputed amounts not timely paid due to Contractor's failure to timely resolve the matter as set forth above.

**6. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**

The Contractor will have any and all of its agents, employees or representatives who will be on any School District premises and/or have direct, daily contact with School District students to carry out the Services contemplated by the Contract Documents, fingerprinted and subjected to

criminal history and background checks through the Illinois State Police and Federal Bureau of Investigation, as detailed in 105 ILCS 5/10 21.9, prior to commencing any work under this Contract by presenting themselves, for proper fingerprinting and criminal backgrounds checks, as directed and requested by the School District, with the assistance of the Contractor, or provide written notification to the School District that Contractor or its employee(s) has previously completed fingerprinting and a criminal history and background check in connection with contracting or working for another school district, intermediate school district, public school academy or nonpublic school (each an "Agency") and consents to the sharing or transferring of the appropriate fingerprinting and criminal history background report from the other Agency. School District shall, in its sole discretion, determine whether an agent, employee, or representative of Contractor is eligible to work with any School District students. Only those agents, employees, or representatives of Contractor approved by School District shall work with School District students. School District may revoke approval of any agent, employee, or representative of Contractor at any time. If Contractor wishes to receive a copy of any report, it shall have the employee provide written consent to the School District acknowledging its consent to provide Contractor with a copy of the report.

Additionally, the Contractor represents and warrants to the School District that it will at all times during the Initial Term or any Renewal Term of this Contract report to the School District within three (3) business days of when it, or any of its agents, employees or representatives who will be on School District premises to carry out the services contemplated by the Contract Documents, is/are charged with a crime listed in Illinois School Code 105 ILCS 5/10 21.9, or a substantially similar law, and to immediately report to the School District if that person is subsequently convicted, plead guilty or plead no contest to that crime. The Contractor shall indemnify, defend and hold the School District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney fees and actual expert witness fees, arising out of or in connection with any violation of, or the Contractor's failure to comply with, the requirements of 105 ILCS 5/10 21.9, or this paragraph. The Contractor shall be responsible for all costs and expenses associated with the above-required fingerprinting and background checks. The Contractor shall supply all necessary data and information, as requested by the School District, to enable the School District to properly submit Contractor and its employees and agents for inclusion in the Illinois State Board of Education's list of "registered educational personnel."

**7. INSURANCE**

The Contractor agrees that it shall at all times that the Contract remains in effect maintain insurance coverage in the types and amounts specified in the Bid Specifications.

**8. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including actual attorney's fees, arising out of the:

- (a) Negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents;
- (b) Any breach of the terms of this Contractor;
- (c) Any breach of any applicable Federal, State or local law, rule, regulation or

- ordinance; or
- (d) Any breach of any representation or warranty by Contractor under this Contract.

The Contractor agrees to notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the School District may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

**9. ASSIGNMENT**

This Contract and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

**10. NOTICES**

All notices or communications required or permitted as a part of this Contract shall be in writing, unless otherwise expressly provided in this Contract and shall be considered delivered

- (a) Upon receipt, when personally delivered; or
- (b) Five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested).

Notices shall be provided at the following respective addresses, unless changed by either party:

To the School District:

Maywood-Melrose Park-Broadview School District 89  
Attention: Chief School Business Official  
906 Walton St  
Melrose Park, IL 60160

To the Contractor:

**11. TERMINATION OF CONTRACT**

- (a) If the Contractor and its employees at any time fail to comply with the terms of this Contract, or do not fully perform and strictly adhere to any of the terms hereof required to be performed, the School District may, at its discretion, terminate the contract as provided therein.
- (b) In the event that the School District determines that the Contractor has failed to comply fully, perform, or strictly adhere to the contract, then the School District may at its discretion, send written notice to the Contractor indicating its intention to declare the Contractor in default. In such notice, the School District shall state in what respect the Contractor has failed to comply with the terms of the contract, and will state a date upon which the contract will terminate unless the Contractor, prior to such date, cures the defect to the satisfaction of the School District.
- (c) Except for violations that constitutes an immediate threat to the health and safety of any person, the School District shall give the Contractor thirty (30) days written notice of default and the opportunity to remedy the violation. If at the end of such 30-day default

notice period, the Contractor has not remedied the purported violation, the School District may terminate this Contract as follows: on the first business day following the last day of the 30-day default notice period, the School District shall give the Contractor 15 days' notice of termination. If the School District does not provide this 15-day notice of termination, the default notice shall be deemed rescinded.

(d) **Right to Terminate on Breach**

Each party shall have, in addition to all other remedies available to it, the right to terminate this Contract immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. For purposes of this Contract, breach may include, but is not limited to, any of the following:

- (i) The Contractor's entry into liquidation, receivership or dissolution, its filing for bankruptcy or insolvency, or the assignment of its assets for the benefit of its creditors;
- (ii) The Contractor's failure to its employees, or failure to provide sufficient employees;
- (iii) The Contractor's disregard of applicable laws, ordinances or the instructions of the Board;
- (iv) The Contractor's failure to follow the Bid Specifications or its violation of the Contract Documents;
- (v) The Contractor's failure, for any reason, to maintain the level of service required by the Bid Specifications; or
- (vi) Any other failure on the part of the Contractor to perform or adhere to any of its obligations under this Contract.

(e) **Events upon Termination**

Upon termination of this Contract by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract. Upon termination of this Contract, the Contractor shall immediately provide the School District with all current information and documentation regarding its service to the School District. Contractor shall immediately return all keys, fobs and door access cards to the School District's designee.

- (f) Notwithstanding anything otherwise herein contained, the Board of Education may terminate this contract for any reason or no reason, with or without cause upon ninety (90) days advance written notice to the Contractor.

**12. FORCE MAJEURE**

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including but not limited to COVID-19), Governor Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

Further, should the School District determine, in its sole discretion, to suspend in-person instruction or the academic year entirely due to a force majeure the School District and Contractor will work together to determine which Services, if any, can be continued and amend the Agreement to reflect this new understanding. If no services are needed or can be provided, no payment is due to Contractor regardless of any potential reimbursement from the Illinois State Board of Education (ISBE) or otherwise.

If the School District decides to pay for services, even if none are being provided by Contractor, and should the Contractor receive payment from the State of Illinois, the Federal government, or any other source under a recovery, benefit, bailout, or subsidy program to compensate the Contractor for the payroll associated with services which the Contractor otherwise would have provided to the School District for the period covered by the Term of this Agreement but for the closure of school due to force majeure ("Relief Payment"), the Contractor shall reimburse the School District the amounts paid by the School District pursuant to this Agreement. The Contractor shall provide written notification to the School District within seven (7) calendar days after the Contractor is aware of the Relief Payment and shall reimburse the School District within thirty (30) days.

If the School District decides to make a payment to the Contractor and should ISBE or other State or federal agency under applicable law or regulation not reimburse the School District for any Payments made under this Agreement as anticipated, the Contractor shall pay to the School District the amount of the reimbursement expected, but not received by the School District. The School District shall provide the Contractor written notification within seven (7) calendar days after the School District receives notice that it will not be reimbursed, together with the amount of the denied reimbursement, and the Contractor will fully reimburse the School District within thirty (30) calendar days thereafter.

If the Contractor fails or refuses to reimburse the School District under the terms of the above paragraphs, the Contractor agrees to pay for all the School District's reasonable attorneys' fees spent in successfully recouping the Contractor's promised reimbursement.

**13.    INSOLVENCY**

In the event the Contractor becomes insolvent or seeks the protection of the U.S. Bankruptcy Court, then at the School District's option, this Contract may be immediately terminated by the School District.

**14.    NO WAIVER**

The failure of either party to enforce at any time any of the provisions of this Contract, or the failure to require at any time performance by the other party of any of the provisions of this Contract, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every such provision thereafter.

**15. SEVERABILITY**

If any provision or provisions of this Contract shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, shall not, in any way, be affected or impaired thereby and shall remain in full force and effect.

**16. GOVERNING LAW**

This Contract shall be subject to and interpreted under the laws of the State of Illinois. The applicable law for any legal disputes arising out of this Contract shall be the law of the State of Illinois, and the forum and venue for any such disputes shall be based upon the presence of Maywood-Melrose Park-Broadview School District 89 in Park Forest, Illinois.

**17. ENTIRE AGREEMENT**

This Contract together with its attachments, constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understanding, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

**IN WITNESS WHEREOF** the Parties have executed this Contract on the dates affixed next to their respective names.

**Maywood-Melrose Park-Broadview School District 89**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Company**

\_\_\_\_\_  
Signature

---

Title

---

Date

**ATTACHMENT A – BID PRICING FORMS**

**SPECIFIC BIDDER INFORMATION**

---

Name of Firm

---

Address

---

City, State, Zip

---

Principal Officer

---

Partnership or Corporation under State Laws of

---

Authorized Signature

---

Printed Name

---

Title

---

Contact Person

---

Title

---

Phone Number

Name, Phone Number, and Email Address of Individual(s) Responsible for Management of Account:

---

Name Phone Email

---

Name Phone Email

**TRANSPORTATION SERVICE BID FORMS**

REGULAR EDUCATION SERVICES (prices below are per one way trip)

Transportation of students to and from school is required for approximately 174 days during the school year.

<b>DESCRIPTION</b>	<b>SCHOOL YEAR 2026/2027</b>	<b>SCHOOL YEAR 2027/2028</b>	<b>SCHOOL YEAR 2028/2029</b>
Morning Route			
Afternoon Route			
After School Program Route			
Activity Route			
Athletic Bus Route			
Summer School Route			

FIELD TRIPS (regular education)

- Field Trips (three hour rate) price for departure from school to arrival back at school:

2026/2027: \_\_\_\_\_ 2027/2028: \_\_\_\_\_ 2028/2029: \_\_\_\_\_

Please describe additional costs in detail if applicable:

---

---

SPECIAL EDUCATION SERVICES (prices below are per one way trip)

Transportation of students to and from school is required for approximately 174 days during the school year.

<b>DESCRIPTION</b>	<b>SCHOOL YEAR 2023/2024</b>	<b>SCHOOL YEAR 2024/2025</b>	<b>SCHOOL YEAR 2025/2026</b>
Morning Route			
Afternoon Route			
Summer School Route			

➤ Price for aide per day (if required):

2026/2027: \_\_\_\_\_ 2027/2028: \_\_\_\_\_ 2028/2029: \_\_\_\_\_

FIELD TRIPS (special education)

➤ Field Trips (three hour rate) price for departure from school to arrival back at school:

2026/2027: \_\_\_\_\_ 2027/2028: \_\_\_\_\_ 2028/2029: \_\_\_\_\_

Please describe additional costs in detail if applicable:

---

---

**ATTACHMENT B – CONTRACTOR’S CERTIFICATES**

**CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY**

The undersigned does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and, (vii) protection against retaliation.

---

Name of Bidder (Please Print)

---

Submitted by (Signature)

Title

SUBSCRIBED AND SWORN (or affirmed) TO BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ OFFICIAL SEAL: (Notary Public)

My commission expires:

---

**CERTIFICATE OF COMPLIANCE WITH CRIMINAL BACKGROUND CHECKS**

The undersigned hereby certifies that all efforts are made to screen employees and background checks are made to ensure that employees have no prior criminal record that would render said persons as forbidden in a school setting as required by the Illinois School Code, 105 ILCS 5/10-21.9, within three (3) months prior to submission of the bid. I understand that the results of such background checks need not be provided with the bid but must be made available upon request of the Board of Education of Maywood-Melrose Park-Broadview School District 89.

---

Name of Bidder (Please Print)

---

Submitted by (Signature)

Title

SUBSCRIBED AND SWORN (or affirmed) TO BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ OFFICIAL SEAL: (Notary Public)

My commission expires:

\_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH DRUG-FREE WORKPLACE ACT**

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

---

Name of Bidder (Please Print)

---

Submitted by (Signature) Title

SUBSCRIBED AND SWORN (or affirmed) TO BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_.

---

OFFICIAL SEAL: (Notary Public)

My commission expires:  
\_\_\_\_\_



**BID-RIGGING CERTIFICATION**

I, \_\_\_\_\_, a duly  
(Agent)

authorized agent of \_\_\_\_\_,  
(Contractor)

do hereby certify that neither \_\_\_\_\_ nor any individual  
(Contractor)

presently affiliated with \_\_\_\_\_ has been  
(Contractor)

barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor

**CERTIFICATION OF BIDDER ELIGIBILITY**

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature) Title

The undersigned hereby certifies that he/she has read, understands, and agrees that acceptance by Maywood-Melrose Park-Broadview School District 89 of the Bidder's offer by approval of the School Board of Maywood-Melrose Park-Broadview School District 89 (specifications and bidding conditions contained therein) will create a binding contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature) Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number Date

SUBSCRIBED AND SWORN (or affirmed) TO BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
OFFICIAL SEAL: (Notary Public)

My commission expires:  
\_\_\_\_\_

**ATTACHMENT C – REFERENCES**

Bidders must provide at least three references for whom you are currently providing transportation services for (must be Public School Districts with a student enrollment of at least 1,500).

**CURRENT CLIENT REFERENCES**

Three (3) references for whom you are currently performing lawn care services (School Districts are strongly preferred). Include name of customer, city, contact person, and phone number.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**CURRENT/FORMER CLIENTS**

Please list **ALL** current or former clients for whom you have performed services in the past five (5) years. Include the name of the customer, city, contact person, and phone number.

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_