

NEWSPAPER PUBLICATION

**Gibson City-Melvin-Sibley CUSD #5
307 North Sangamon Avenue
Gibson City, Illinois 60936**

REQUEST FOR BIDS FOR TRANSPORTATION SERVICES

NOTICE TO BIDDERS

Notice Is Hereby Given that Gibson City-Melvin-Sibley CUSD #5 is accepting sealed bids for three years (2021-2022, 2022-2023, and 2023-2024), with options in favor of the School District for two additional years (2024-2025 and 2025-2026) for **STUDENT TRANSPORTATION SERVICES.**

Lump Sum Bids will be publicly opened and read at the Administrative Office, Gibson City-Melvin-Sibley CUSD #5, 307 N. Sangamon Ave., Gibson City, IL 60936 at **2:00 PM, local time, Tuesday, April 13, 2021.** Bids received after designated time and date of bid opening will not be considered.

A mandatory pre-bid meeting is scheduled for **Wednesday, March 10, 2021 at 9:00 AM, local time,** at the Administrative Office. In the event the Governor issues executive orders imposing restrictions on business operations or public gatherings, or requirements for social distancing, or in the discretion of the School District, the pre-bid meeting may be held by teleconference or videoconference. In such event, bidders who provide contact information to the School District will receive a call-in/log-in information.

Bid Security, in the form of a bid bond or certified check in an amount of 10% of the total value of the first year's bid shall be submitted with the bid. Performance Bonds and Certificate of Insurance, as required by the Owner, will be required from the successful bidder.

The Board of Education of Gibson City-Melvin-Sibley CUSD #5 reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interests of the Owner in accordance with the requirements of the Illinois School Code.

If you wish to have a copy of the bid specifications please contact:

Board of Education
Gibson City-Melvin-Sibley CUSD #5
Jeremy Darnell, Superintendent
307 N. Sangamon Ave.
Gibson City, IL 60936

INSTRUCTIONS TO BIDDERS STUDENT TRANSPORTATION SERVICES

1. NOTICE IS HEREBY GIVEN that proposals for a three (3) year contract, for school years 2021-2022, 2022-2023, and 2023-2024, with options in the School District's discretion for up to two additional years (2024-2025 and 2025-2026) to provide Student Transportation Services for Gibson City-Melvin-Sibley CUSD #5 will be **opened and read in the Administrative Office, 304 N. Sangamon Ave., Gibson City, IL 60936 at 2:00 PM local time Tuesday, April 13, 2021.**
2. **A mandatory Pre-Bid Meeting is scheduled for Wednesday, March 10, 2021 at 9:00 AM, local time** at the Administrative Office located at 307 N. Sangamon Ave., Gibson City, IL 60936. In the event the Governor issues executive orders imposing restrictions on business operations or public gatherings, or requirements for social distancing, or in the discretion of the School District, the pre-bid meeting may be held by teleconference or videoconference. In such event, bidders who provide contact information to the School District will receive a call-in/log-in information.
3. The sealed proposals shall be delivered to the Administrative Office at the above address in item #1, any time prior to, but not later than **2:00 PM local time on Tuesday, April 13, 2021.** The School District does not assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be opened or considered.**

Each proposal must be submitted on the bid forms provided with these specifications and must be contained in a sealed envelope, which shall be endorsed on the outside thereof with the following information:

- a. Proposal for Student Transportation Services
- b. Name and address of bidder

Each bidder must submit two (2) copies of their proposal.

4. Each bid must be accompanied by bid security in the form of a certified check or a bid bond in the amount of 10% of the first year's bid amount as a guarantee that, if awarded the bid, the firm will enter into a contract in accordance with all conditions and specifications. Checks and bonds will be returned concurrent with the bid award decision except that of the successful bidder. The certified check or bid bond of the successful bidder will be returned when the performance bond (as stated in #5 below) is received.
5. The Board of Education reserves the right to require the successful bidder, at bidder's sole cost and expense to provide a performance bond in the amount of 100% of the first year's bid amount. Each year thereafter, the Board of Education has the right to require the successful bidder to provide a renewed performance bond in an amount not less than 100% of the then current contract amount. The Performance Bond shall be issued by a State of Illinois licensed surety company or companies having a financial strength rating not lower than "A" and financial size category not lower than "XII" in Best's Insurance Guide (current edition). Each bid shall be accompanied by a letter from an authorized bonding company or agent therefore affirmatively stating that such a bond in favor of the District will be issued if the bidder is awarded the contract. Failure to provide the performance bond within seven

(7) days of request shall result in the forfeiture of the certified check or bid bond. List the credit or cost reduction if the performance bond is waived.

6. All bids shall be deemed final, conclusive, and irrevocable, and once opened, no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of the Board of Education after the scheduled closing time for the reception of bids. All bids submitted shall be valid and may not be withdrawn for a minimum period of one hundred twenty (120) days after the date established for the bid opening.
7. All bid prices on the contract specification shall be firm for the first three (3) years of the contract period. Bids for the optional fourth and fifth years of the contract period shall be included with designated increases.
8. The Board of Education reserves the right to reject any and all bids and waive any informalities, and any irregularities or defects in any or all proposals and to accept that bid which in its opinion is in the best interest of the District. Any such decision shall be considered final. It is the intent of the School District to award a contract to the bidder most able to provide safety and comfort for the pupils, stability of service, and other factors set forth in the request for proposals regarding quality of services, and which is in the best interest of the School District as determined by the Board of Education. While the proven financial responsibility of the bidder is a significant concern, the Board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided in accordance with proposed contract documents.
9. Any explanation or statement which the bidder wishes to make, must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with the specification requirements.
10. Bids shall be without interlineations or erasures. No oral, telephonic, facsimile, or telegraphic Bid or revision to a Bid will be considered.
11. The Bid shall be based on the premise that the District will not be responsible for financing, holding title to, or licensing of vehicles, equipment, facilities or land to be used for the service in the contract.
12. Bids shall be quoted on a daily per route run cost basis. Bids should also be aggregated on the basis of an estimate of 175 student attendance days for purposes of evaluating the bids. However, such estimate is not a guarantee of a minimum or maximum number of student attendance days. The School District reserves the right to increase or decrease the number of student attendance days at any time. The successful bidder will submit invoices only for routes on which students are actually transported.
13. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.
14. Bidder shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The District is exempt from paying Federal Excise Tax.

15. Each bidder shall have available upon request a current certified balance sheet prepared by a Certified Public Accountant and the previous three (3) years audited financial statements.
16. No contract shall be assigned or any part of the same subcontracted without the prior written consent of the Board, and in no case shall such consent relieve the Contractor from its obligations or change in terms of the contract.
17. As stated above, the dollar amount of the bid, the financial responsibility of the bidder, and the ability of the bidder to perform the contract in a satisfactory manner to meet the needs of the School District are primary concern of the Board of Education in awarding the contract. The following information is also important and shall be included in the Contractor's bid proposal. These factors, among others, shall be taken into consideration during evaluation by the District for award of the contract.
 - a. That the Contractor has a minimum of ten (10) years experience in the State of Illinois operating buses and transporting public school children to the satisfaction of the School District.
 - b. The current transportation manager, drivers, and monitors will be granted first right of refusal for employment at a rate not less than \$24.00 per hour for the transportation manager and not less than \$17.00 per hour for drivers and not less than \$13 per hour for monitors, and:
 - c. The Contractor has buses equipped for the convenience, safety and comfort of the students. The successful bidder shall supply current Illinois and Federal safety inspected school buses.
 - d. The Contractor shall provide a secure facility, totally lighted with electric power posts for the plug in of the buses. Each diesel power bus shall be equipped with a block heater. That the Contractor has adequate operations and maintenance facilities in an appropriate location, which will assure the proper performance of the contract. The operation and maintenance facilities are to be located according to the facility.
 - e. The Contractor can show evidence of having employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet District requirements.
 - f. The Contractor is sufficiently financially stable to perform the contract services during the contract term.
18. A list of all school districts in the State of Illinois that a bidder is in the process of supplying transportation for at the present time shall be available upon request. Also, to be available upon request is a list of all Illinois school districts that the bidder has supplied transportation during the past five (5) years. See Schedule V.
19. Available upon request, a list of contracts the Bidder has defaulted on in the past 7 year shall be enclosed with the bid.
20. A list of all vehicles the Contractor intends to make available to provide services to the School District shall be included with the bid. The list must include the bus type, model year, capacity and mileage.

21. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.
22. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) of the Illinois Criminal Code of 1961 (739 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.
23. Each bid must be accompanied by a Certificate of Non-Discrimination.
24. Each bid from a Contractor with twenty-five (25) or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract(s) and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract(s) and that the Contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract(s) award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.
25. Each bid must be accompanied by a copy of the Bidder's current drug and alcohol testing procedures that must be in strict compliance with State and Federal Regulations.
26. The Contractor to whom the Board of Education awards the contract agrees, as a condition of submitting its bids, to enter into a contract with the School District incorporating the terms of these Bid Instructions and Specifications, and terms contained in the Contract form included herein.
27. The Contractor shall provide, at the time of execution of the contract, the name of the manager and address of said manager, and a statement that the manager shall have complete authority with respect to all matters relating to the performance of this contract. This shall include matters relating to personnel and the changes and substitutions, thereof, adherence to and changes in schedules and responsibility for keeping of records required under the terms of the contract(s). Contact information should include both home telephone number and cell phone number.
28. The Contractor agrees to maintain the quality of service at the standard set forth in these Bid Instructions and Specifications, and as reasonably expected by the School District. The Contractor and School District explicitly agree that the sole right to determine whether or

not the quality of service during the term of this contract is maintained at the standard previously established is at the discretion of the School District.

The parties further agree that any failure to meet this standard of service constitutes a breach of this contract and constitutes sufficient reason for the School District to terminate this contract.

The Contractor agrees to call school directly to warn of possible service problems due to mechanical or human error. If without proper notification, a bus arrives ~~thirty~~ (30) minutes later than the mutually agreed upon time, the Contractor must notify the applicable School Office, state the reason for the bus arriving late, and reduce the daily rate by fifty percent (50%) for that late bus. No daily cost will be incurred for a route that is run combined or a route that is not covered.

29. Please provide a narrative on how your firm will provide cost saving measures for the district. Further describe how your firm's procedures and route software may reduce the number of buses the district will need. The District would entertain any other ways that your firm could provide efficient and cost savings while maintaining a high level of service that is expected by the parents of the district. This narrative can be found on Schedule III.
30. The Board of Education will not accept alternate bids. Changes, modifications, or exceptions to the Bid Specifications are highly discouraged, and may result in rejection of the bid. If there are any changes, modifications or exceptions to the terms of these Bid Specifications, please provide a detailed description of the changes, adjustments or alternates providing the item in question as specified and the change made in the specification on Schedule II. All changes must appear in the detailed schedule. The district will assume that your firm has bid on the specifications as stated for all items not listed as changes, adjustments, or alterations. No changes, adjustments, or alterations may be made to provisions set forth in these Bid Instructions and Specifications regarding indemnification requirements, insurance requirements, bonding requirements, or requirements imposed by law.

GIBSON CITY-MELVIN-SIBLEY CUSD #5

BID SPECIFICATIONS

I. SCOPE OF SERVICES

1. The Contractor shall provide and furnish all school buses, bus drivers, maintenance personnel, management, parts and supplies, with the exception of fuel, and other items and services as may from time to time be necessary or required by the School District, in order to transport all students designated by the School District, defined as Basic Services, and such additional services as the School District may request from time to time in order to implement its educational programs. Transportation routes will generally be considered to be Regular Routes, Special Education Routes, Mid-day Routes, and Supplemental Transportation (School activities, field trips, athletics, etc.).

For purposes of preparing bids, the following information is provided regarding current operations:

- Nine (9) routes utilizing 71 passenger (or larger) diesel buses currently required to transport students to and from school;
- Two (2) Special Education routes utilizing one (1) thirty-six passenger wheelchair bus and one (1) twenty-eight passenger minibus;
- Two (2) Special Education mid-day routes using the same equipment as the previous bullet point;
- Extra-curricular activities during the school day, at night, and on weekends require transportation services from the Contractor;
- Two (2) Spare 77 passenger buses with undercarriage storage and One(1) wheelchair accessible bus (71 passenger)

The School District reserves the right to operate its own vehicles for the purposes of special education and extracurricular activity transportation.

2. The Contractor will not be entitled to the exclusive right to provide transportation services to the School District, and the School District may contract with other companies to provide student transportation services or provide transportation services with its own forces, in its discretion.
3. The School District reserves the right, in its discretion, to revise or change any and all routes and the number of buses required to best suit its needs. Such right shall include the right to add, delete, or temporarily cancel routes.
4. The Contractor bidder shall submit invoices to the School District, and the School District will pay, only for routes actually run.

II. BIDDER EMPLOYEES

1. The Contractor shall not allow non-School District students to ride the bus without the permission or direction of the School District.
2. The Contractor shall provide qualified adult monitors for buses as requested by the School District. In the event of absences by an adult monitor, the Contractor will make every attempt to find a replacement.
3. The responsibility for hiring and discharging personnel will rest with the Contractor. The Contractor will furnish to the School District the following information relative to each driver who will be used in the implementation of the contract and be responsible for keeping current such information:
 - a. Name of driver, to include, first name, middle initial, and last name,
 - b. Driver's permit or license number,
 - c. Normal routing assignment,
 - d. Normal bus assignment,
 - e. Copy of criminal background check results.

Whenever the Contractor utilizes a substitute driver on a route, the Contractor will notify the School District, providing the required information about the driver, upon request.

4. The Contractor shall employ as bus drivers only such persons who shall meet all of the qualifications as prescribed by the State of Illinois, and any such additional standards established by the School District. It shall be the sole responsibility of the Contractor to have and to keep in its employ a sufficient number of fully qualified bus drivers to perform the services under the contract.
 - a. All bus drivers shall be required to operate school buses in a careful and prudent manner, to exercise the highest degree of care, and to observe and comply with all laws, ordinances, rules, and regulations now in effect or hereafter enacted pertaining to the operation of motor vehicles and school buses.
 - b. The contractor shall at all times keep informed and instruct all of its bus drivers and other personnel of all applicable Board of Education policies and rules affecting the operation of school buses and standards of performance for conduct.
 - c. The contractor shall cause the driver of each bus to supervise the loading and unloading of the bus at all pickup and delivery points. Contractor shall cause each driver to maintain an accurate seating chart of students on the bus.
 - d. Student Discipline. All decisions on disciplinary problems, suspensions, and expulsions will rest with the School District. The driver is responsible only for discipline required to operate the bus. Corporal punishment is strictly forbidden. All vandalism damages to the contractor's equipment or facilities will be the responsibility of the contractor.

- e. Confidentiality of student information. Any student information received by a bidder in connection with the bid process and/or otherwise in conjunction with the contract and services provided thereunder, shall be kept strictly confidential and shall not in any circumstances be disseminated to any third party.
5. Each bus driver must pass an approved safety education course in pupil transportation offered by the Illinois State Agency governing the curriculum or be enrolled in said course and have completed it. The Contractor will absorb all or any such expenses.
6. The Contractor shall, when requested, provide the School District, prior to the beginning of each school year, copies of new health certificates and renewed bus operators' licenses as required by law for all drivers. The Contractor shall also provide to the School District, at the time of employment, copies of police reports and data on new drivers hired during the school year, upon request.
7. Contractor shall provide all necessary training for Blood-borne Pathogens, Right-to-Know, Lifting, Safety, Sexual Harassment, etc. as required by the District and/or under applicable laws. During the COVID 19 pandemic or any future pandemic or health emergency, the contractor should provide personal protective equipment to employees, take temperature checks prior to employees working, and maintain separation when possible. Contractor shall not permit drivers exhibiting symptoms of COVID-19 or such other condition identified as a public health emergency to drive a School District route.
8. The District seeks a safe, clean, smoke-free, drug-free and pleasant environment for learning. The contractor must provide employees consistent with and committed to these objectives. Smoking, electronic cigarettes, and vaping are not allowed on school property. Contractor's employees must comply with the District's Drug-Free Workplace Policy.
9. All drivers are subject to all current and future local, state, and federal laws and regulations pertaining to the operation of school buses and to any regulations or policies set forth by the Board of Education.
10. The Contractor agrees, as a condition of employment of any individual under the terms of this contract where such individual will be physically present within the School District providing the services herein agreed upon, that all such Contractor's employees:
 - a. Shall execute Criminal Background Investigation, fingerprinting and driving records of bus drivers at the time of hiring and continuously during the term of this contract pursuant to the terms of the School Code of Illinois, as amended; and shall provide copies to the school district, and
 - b. Shall not hire any individual who has been convicted or shall terminate any individual in the event of a conviction for one of the offenses listed in Section 10-21.9 of the School Code of Illinois is identified.
 - c. Shall not be hired, shall be transferred from the District or shall be otherwise removed from District routes in the event that the employee has been convicted of reckless driving or operating a motor vehicle while under the influence of an intoxicant or controlled substance during the past five years.
11. The Contractor shall, at its expense, keep on its payroll substitute drivers in sufficient number to cover the absences of drivers on the School District's routes. The substitute

drivers shall not be assigned permanent routes and will be used to cover bus schedules when a driver is absent.

12. The Contractor shall, at their expense provide each driver with a company ID badge. The badge should be displayed at all times.
13. The School District recognizes that the Contractor will provide qualified personnel to drive students to and from school. If, however, problems arise with a bus driver, the School District will document this information and it will be kept in duplicate files at the School District Administration Office and at the Contractor. If it becomes necessary, a conference between the driver and parties involved will take place as soon as possible. The Contractor shall reassign a bus driver from School District routes and assign a replacement driver if requested by the School District.
14. Costs related to Criminal Background Investigations of the Contractor's employees will be the responsibility of the Contractor.
15. The Contractor shall have in place a comprehensive "Driver Recruitment and Retention Program" with written documentation of the program, including any fringe benefits offered to drivers and riders. A copy of this Program is to be submitted to the School District at its request.
16. The Contractor shall have a manager in charge of the performance of this contract and the work of all employees. The Contractor shall furnish to the School District the name and contact information for such manager. The manager shall have authority with respect to all matters relating to personnel, equipment, routes, and any other matter concerning the delivery of transportation services to the School District.
17. Each bus driver shall maintain an accurate seating chart on the bus.

III. BUS ROUTES

1. Generally speaking, the formal school day is as follows:

__8:15 am – 3:23 pm__

The School District reserves the right to change the start and end times for each school and to make any changes to the School District calendar that it determines to be in the best interests of the School District.

All route schedules shall be in keeping with safety of the School District's students.

In the event of inclement weather or for any reason that school must be cancelled or delayed as determined in the discretion of the Superintendent of the School District, the Superintendent or his/her designee, shall attempt to notify the Contractor prior to 6:15 a.m. on the day of such cancellation. There may be circumstances that result in notice of cancellation or delay after 6:15 a.m. In the event that school will be dismissed early in the discretion of the Superintendent, the Superintendent or his/her designee shall notify the Contractor not less than one (1) hour prior to such early dismissal. The decision of the Superintendent shall be final.

2. The number of buses and runs they make may vary based on enrollments in the School District. If additional equipment is needed by the School District, the Contractor shall secure such equipment as quickly as possible.
3. For the purpose of bidding, the prospective transportation Contractor shall have access to Exhibit "B", current bus routes and stop locations. The prospective transportation Contractor is required to evaluate the current utilization of services, in the best interest of the School District. However, there is no guarantee that the mix of runs will remain the same during any part of the contract, and the School District reserves the right to change or reassign bus stop locations and the mix of runs as it deems in its best interest at any time.
4. The School District reserves the right to add, delete, or suspend routes at any time during the term of the contract and the contract sum shall be adjusted accordingly based on the per route rate applicable to the specific type of route.
5. In preparing its bid proposal, the transportation Contractor shall specify the daily rate for the particular vehicle in each of the categories. The total arrived at for the category of cost per bus, per day, shall be added together and that final total is the bid amount that will be compared with the bids made by other transportation Contractors. For your information, we have attached what is the current number of runs, late runs and school hours for each school building or program.
6. The District will submit detailed student information for school bus runs in order to allow the Contractor sufficient time to develop, review and make recommendations on these runs. The Contractor will complete at least two-practice test (dry) runs of the complete drivers' package annually at no cost to the District(s) to ensure the drivers have complete knowledge of the runs. The date of the practice runs will be determined by the School District.
7. Routing software that relies on Global Positioning Satellite (GPS) technology on buses will be used by the Contractor to develop routes for the District. The Contractor agrees that all matters of routing shall be at the discretion of the School District and o changes in the number of buses or the routes shall be made without the consent or order of the School District. The Contractor shall provide up-to-date route sheets whenever requested by the School District. Such route sheets will detail the route, pick-up and drop-off points, and number of students at each point.
8. The Contractor will comply with the school district's run requests by making any changes within three (3) days after being notified by the School District.
9. The bus routes agreed upon by the School District and the Contractor will be followed by the bus driver. Any changes that are presented to a driver by a parent or member of the community must be referred to the School District for a decision. Any change the driver feels should be made for convenience must be cleared by the School District first.
10. To ensure that the consistency in bus drivers remains as constant as possible on established routes for the safety of the students and smooth operation, the Contractor shall not rotate or reassign drivers, without prior School District approval. This does not include when a substitute driver is required due to unforeseen circumstances.
11. The School District personnel reserve the right to ride a bus at any time. Prior notice will be given to the Contractor before riding.

12. The Contractor shall provide dispatcher personnel available to the School District between the hours of 6:00 AM and when the last bus returns to the bus facility every day school is in session.
13. A variance will occur from time to time as to the number and types of vehicles required by the School District. The District shall only be charged for the number of vehicles used for assigned routes.
14. For bidding purpose's all bids shall be based on the number routes specified and must fill in bids for each line item requested. Bidders shall not change any route quantities.
15. Capacity of school buses shall be based on the following student numbers per seat:

_____ Three (3) _____
16. Bus route for bidding and billing purposes is defined as transporting students daily.
 - a. For example; picking students up from their home bus stop and delivering them to their assigned school constitutes one half of the daily bus route (i.e. AM Route).
 - b. For example; picking up students from school and delivering students to their home bus stop constitutes one half of the daily bus route (i.e. PM Route).

IV. BUSES & EQUIPMENT

1. The successful Contractor shall, during the life of the contract, operate and maintain the required number of school buses to transport conveniently and safely all students designated by the School District to be served under the provisions of the proposal. The Contractor shall abide by all local, State, and Federal laws that govern the safe operation of school buses. Such transportation shall be provided on each and every day that school is convened and in accordance with the bus runs and schedules approved by the School District.
2. All costs of the operation including, but not limited to, video cameras, oil, greasing, cleaning, repairs, licenses, parking, driving, garaging, and insurance are to be included in the Contractor's bid.
3. The successful Contractor shall keep all equipment for the transportation of students in strict accordance with the State of Illinois Minimum Standards for School Buses, as promulgated by the Illinois State Board of Education and the Illinois Department of Transportation, and such equipment shall be maintained in sound mechanical condition at all times to pass the required State and Federal mandated School Bus inspections. Said equipment shall be kept clean and in satisfactory condition. All equipment must be inspected in accordance with legal requirements. All equipment must be open to examination by authorized District personnel during normal working hours. Any equipment that is not in compliance shall be removed from service on School District routes.

Upon written request of the School District Superintendent, the Contractor shall remove any equipment which in the opinion of the Superintendent or Board of Education, is deemed to be unfit or unsuitable to serve the School District for reasons that shall be stated in such written request.

The Contractor shall keep enough stand-by equipment available to assure that it can provide uninterrupted service in the event of mechanical breakdowns, or for field trips, athletic trips, etc. Stand-by equipment must meet the same standards as regular route vehicles.

The successful Contractor shall be required to start the 2021-2022 school year with a minimum of 14 buses in the fleet.

4. All school buses and service vehicles must be equipped with digital two-way radios (not Citizen's Band) for communication with the bus company and the School District. A portable digital two-way radio should be provided by the contractor to each school Principal, Superintendent of Schools) At no time shall a school bus from another state be utilized to transport District students. Any motor coach or non-yellow bus utilized by the Contractor must be inspected by the State and also pass Federal KOF regulations as well as approved by the Federal Department of Defense.
5. All buses are required to have video surveillance equipment to be installed in a school bus used to transport regular and special students. Videos from the buses are to be provided to school Principals, Superintendent of Schools. Video recording must be maintained for not less than 60 days after the recording is made.
6. All full-size school buses will be defined as being at least sixty-five (71) passenger capacity for the purpose of transporting regular education students unless otherwise defined and mutually agreed upon by the School District and the Contractor.
7. The Contractor shall provide vehicles wherever or whenever the school district requires them for the transportation of all students.
8. Should an accident ever occur, the Contractor shall immediately notify the Superintendent, the School Principal, the Police and Paramedics giving all information known at the time. The District shall reserve the right to inspect any vehicle involved in any accident. However, the Contractor acknowledges that such inspection by the District shall not be a substitute for or in any way relieve the Contractor of its sole responsibility to inspect all vehicles and maintain such vehicles in proper condition and repair. If there is any question to safety, the District also 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 the District.
9. Each bus driver shall do a thorough overview of the bus at the end of each run to make certain no student remains in the bus.
10. Each bus shall be cleaned and left in broom swept condition each day.
11. Each bus shall be washed routinely, weather permitting.
12. Each bus driver shall complete a Daily Pre-Trip Inspection Sheet as outlined by Illinois Law and have said records kept for the School District(s) personnel to review. The Contractor must retain Pre-Trip Inspection Sheets for one year.
13. Bus Fleet – the age of any bus utilized to transport School District students will not exceed seven (7) years. The Contractor shall provide evidence of having adequate equipment or an adequate contract for emergency service to the District each year.

14. All buses will be equipped with an automatic system that, upon turning the buses ignition off, will require the driver to check the entire bus for remaining children.
15. Buses may not be equipped with air brakes.
16. All buses must have the following:
 - A. AM/FM Radio with intercom
 - B. Direct Connect or similar technology with district consent
 - C. Minimum of head clearance of 72"
 - D. Strobe Lights
 - E. Video and audio equipment, provided and maintained by Contractor
 - F. Heated mirrors
 - G. The Contractor is responsible for maintaining any changes to communications as required by law.
17. The Contractor shall provide, upon request of the School District, proof of ownership or financing and guaranteed deliverability of the required number of vehicles by August 1 of each contract year.
18. The Contractor shall provide and carry out a school bus safety program. The program will be provided to all the district schools. The program shall include the performance of the semi-annual bus evacuation drills per State of Illinois regulations, including a semi-annual evaluation of routes as recommended by the Illinois State Board of Education.
19. The Contractor shall operate school buses on behalf of the District for field trips and charters where the vehicle capacity requirement is ten (10) passengers or more. The Contract shall guarantee the District the availability of sufficient equipment and drivers to satisfy District requirements. The Contractor shall provide a proposal based on an hourly rate for Intra-District and Out of District field trips and charters.
20. The Contractor shall provide the School District with a list of buses used for School District routes, including the type of bus, year, mileage, and capacity. The Contractor will provide an updated list at the beginning of each school year, and at any time required by the School District.

V. OTHER CONTRACTURAL PROVISIONS

1. The bidder shall be required to complete and sign the enclosed Transportation Contract and include the document with the bid specifications price sheet. Upon Board action, the contract of the successful bidder will be signed and returned to the successful Contractor.
2. The Contractor will submit invoices for payment no later than the 5th day of the month for transportation services provided through the last day of the preceding month. Invoices for regular routes shall identify the routes and the number of actual runs of the route. The Contractor shall provide a separate billing for athletic, charter, out-of-district transportation, or shuttle trips which are not part of the regular routes and shall list the date of the trip, point of origin, destination, total mileage, for whom the trip was provided, and the cost.

The School District will pay, only for routes actually run. Invoices submitted for payment by the Contractor will be paid by the School District in accordance with the requirements of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

3. The School District reserves the right to verify any invoice by the review of the Contractor's records.
4. In the event that only one bid is received from a single Contractor, the Board of Education and/or the Administration of the School District will have the option to renegotiate the items and rates of this document and the Contractor's bid proposal.
5. Throughout the term of the contract, situations may arise which have not been addressed herein. Such situations shall be negotiated between the Contractor and the School District then becoming a part of the legal and binding contract between the parties.
6. The School District reserves the right to audit any, part of, or all of the contractor's operation.
7. Termination of Contract.
 - a. If at any time the Contractor fails to comply with any of its obligations or conditions set forth in the Contract, including the incorporation of the Bid Instructions and Specifications, the School District will provide the Contractor with written notice of the failure. If the Contractor fails to remedy the failure to the reasonable satisfaction of the School District within twenty-four (24) hours, the School District may terminate the Contract. If the failure by the Contractor is such that cannot be remedied within 24 hours, the Contractor must initiate steps to remedy such failure within 24 hours and show satisfactory proof that the failure will be remedied as soon as practicable, but in no event less than 10 days. Repeated failures of the same or similar nature shall not require the School District to provide the Contractor with an opportunity to cure the failure, and the School District may terminate the Contract upon written notice to the Contractor. The failure of the School District to provide notice of noncompliance to the Contractor shall not be deemed waiver of such obligation, or preclude the School District from issuing notice for subsequent or continuing non-compliance.
 - b. If at any time the Contractor, except when caused by weather conditions making roads impassable, acts of God, pandemic causing school closures, civil unrest, or acts of war, fails to furnish at least 90% of the buses required by this Contract for a period of twenty-four (24) hours, the School District may terminate the Contract upon written notice to the Contractor. In the event of excusable non-performance by the Contractor, as described immediately above, the Contractor will not be entitled to compensation for routes not run or services not provided, and the Contractor will resume services as soon as the condition causing non-performance is abated or lifted.
 - c. In the event the School District terminates the Contract, the Contractor will be liable to the School District for the costs of a replacement transportation contractor for the remainder of the Contract term, in addition to all other damages, costs, or remedies available to the School District at law or equity.
 - d. In the event the Contractor should be adjudicated bankrupt, or if it should make a general assignment for the benefit of its' creditors, or if a receiver should be

appointed on account of its' insolvency, the School District may, without prejudice to any other right or remedy which it may have damages resulting there from, whether theretofore, or thereafter accruing during the term of this contract, treat the same material breach of this contract and after giving the Contractor ten (10) days written notice, terminate the contract.

- e. In the event the Contractor should (i) neglect, refuse or fail to perform under the provisions of this contract and/or (ii) disregard applicable laws, lawful orders of lawful or reasonable instructions of the School District, and/or (iii) violate any material provisions of this contract, (iv) in the opinion of the School District fail in any way to meet the standard of service, the School District may, without holding prejudice to any other right or remedy which it may have for damages resulting there from, whether theretofore, or thereafter accruing during the term of this contract, and without prejudice to any rights against any surety, treat the same as a material breach of this contract, and after giving the Contractor ten (10) days written notice, terminate this contract.
 - f. Nothing herein shall be construed to limit the right of the School District to provide for 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 under this contract.
 - g. In the event of termination of any of the reasons set forth above, the School District 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 the event of any such termination, the School District 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.
8. The Contractor shall, at all times, observe and comply with all Board of Education policies and all laws, ordinances, regulations and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract and, including but not limited to:
- 105 ILCS 5/10-20.35 as it relates to the Contractor's receipt, maintenance, and use of student medical information forms,
 - 105 ILCS 5/10-21.9 as it relates to criminal background checks,
 - 105 ILCS 5/3-14.23 as it relates to school bus driver permits,
 - Article 29 of the School Code (105 ILCS 5/29-1, et seq.),
 - 105 ILCS 128/1, et seq., School Safety Drill Act,
 - 635 ILCS 5/6-104 as it pertains to driver restrictions,
 - 105 ILCS 5/24-5 as it pertains to physical fitness and freedom from communicable diseases,
 - 625 ILCS 5/6-106.1, 6-106.1a, and 6-106.1b of the Vehicle Code,
 - 625 ILCS 5/6-106.11 of the Vehicle Code,
 - 625 ILCS 5/12-800, et seq. of the Vehicle Code,
 - 775 ILCS 5/2-101, et seq., Illinois Human Rights Act,
 - 30 ILCS 580/1, et seq., Illinois Drug Free Workplace Act.

It shall be mandatory that the Contractor will not discriminate against members of the public, any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental impairment unrelated to ability, or unfavorable discharge from military service; and further that he will comply with all the provisions of the Illinois Fair Employment Practices Commission as required by the rules and regulations for public contracts.

9. The Contractor shall prepare and furnish such reports as may be required by the School District in order for the School District to provide information to the Illinois State Board of Education or Regional Superintendent of Education, or any other governmental authority, or to seek reimbursement for transportation costs from state and federal authorities.
10. The Contractor enters into this contract for furnishing transportation services only as an independent contractor, and further acknowledges that it is not a representative, agent, joint venture, official, or employee of the School District.

VI. FACILITY

1. The Contractor will own or lease a site and have a fully operational building and garage as evidenced by having an occupancy permit issued by the local village authority within twenty (20) miles of the district boundaries of Gibson City-Melvin-Sibley CUSD #5.

VII. INSURANCE & INDEMNIFICATION

1. The contractor shall provide and maintain insurance in coverages and the amounts outlined below with companies acceptable to the District:
 - a. Workers' Compensation: Illinois State Statutory Limits & Applicable Federal Statutory Limits
 - b. Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident
Bodily Injury by Disease - \$1,000,000
Bodily Injury by Disease - \$1,000,000 each policy
 - c. Comprehensive General Liability (covering personal injuries, property damage, contractual Liability withhold harmless coverage): Combined Single Limit Liability of not less than \$3,000,000.
 - d. Commercial Umbrella Liability: \$5,000,000 (over primary insurance.)
 - e. Contractual insurance coverage covering the Contractor's indemnification obligations under the Contract.
2. The insurance carrier for all insurance policies must be approved by the School District. Include with Bid Proposal a written statement from the Contractor's insurance carrier regarding the Contractor's insurability for the terms of the contract and for all other aspects as specified including the ability of the Contractor to acquire insurance coverage at the minimum limits outlined.

3. All insurance companies must be licensed to do business in the state of Illinois. Insurance coverage must be secured from a company with a minimum Best's Key Guide Rating of A/XV.
4. Provide Certificate of Insurance for all required coverages. The Contractor shall also provide a Certificate of Insurance naming Gibson City-Melvin-Sibley CUSD #5, its Board of Education, its officers, employees, student teachers, volunteers, and agents as additional insureds on a primary and non-contributory basis on policies for comprehensive general liability, comprehensive automobile liability, and umbrella/excess/commercial umbrella liability policies, and shall provide for a thirty (30) day written notice to the School District of material change or cancellation. Contractor shall provide the School District with a copy of the actual endorsement to the policy naming the School District as additional insureds as set forth above.
5. The Certificate of Insurance shall contain "Hold Harmless" language as follows for Gibson City-Melvin-Sibley CUSD #5: "The Contractor agrees to indemnify, save harmless and defend Gibson City-Melvin-Sibley CUSD #5 its Board of Education, officers, employees, student teachers, volunteers and agents against all suits, actions, legal proceedings, claims and demands, and against all damages, loss costs, expenses, and attorney's fees in any manner caused by, arising from, incident to, connected with or growing out of the performance of this Contract for Transportation Services." Prospective successful bidder shall provide such Certificate within seven (7) days from District's intent to award contract.
6. The Contractor agrees to indemnify, hold harmless and defend the School District, members; the Board of Education, officers, employees, student teachers, volunteers, and agents thereof from and against all suits, damages, loss cost, expense and attorney's fees, in any manner caused by, arising from incident to, connected with or growing out of the operation of buses and performance of services under this contract.

VIII. SCHOOL CALENDAR

1. The Board of Education will determine annually whether or not there will be summer school, or an extended school year, and whether the Contract for Transportation Services shall be extended in whole or in part to apply to such summer school program.
2. 2020-2021 School Calendar for the School District is in Exhibit A for reference purposes.

IX. STUDENTS

1. It is understood that decisions on disciplinary problems, suspensions or expulsions will rest with the School District Principal, Superintendent, or School Board. The driver is responsible only for discipline required to operate the school bus; beyond this point, he/she should ask for help. Further administrative procedures and regulations will be established cooperatively between the School District and the successful bidder.
2. Should an act of vandalism occur on the bus, the Contractor shall provide video evidence and fix or repair all damage as quickly as possible. The school district shall assist, to the extent legally possible, in helping the Contractor obtain restitution from persons guilty of causing vandalism should they be School District students, however the School District will not be liable for such damage.

X. SCHOOL HOURS

GIBSON CITY-MELVIN-SIBLEY CUSD #5

Regular School Hours: 8:15 am – 3:23 pm

Midday Pick up: 11:00pm

Midday Drop off: 12:30pm

GIBSON CITY-MELVIN-SIBLEY CUSD #5
CONTRACT FOR TRANSPORTATION SERVICES

THIS CONTRACT is made this _____ day of _____, 2020, by and between _____, having a principal place of business at _____, (hereinafter referred to as "Contractor"), and the Board of Education of Gibson City-Melvin-Sibley Community Unit School District #5, Ford County, Illinois, (hereinafter referred to as "Board") as follows:

1. Term & Scope of Services

The Board retains the Contractor to provide, and the Contractor shall provide, the transportation services and equipment as set forth in and in accordance with the terms of the attached Instruction to Bidders, Bid Specifications, Base Bid Forms, and all related Bid Addenda issued by the School District (collectively the "Bidding Documents"), together with all referenced documents, and modifications set forth in Schedule II and accepted by the Board of Education, all of which are incorporated herein by this reference and further including the terms specifically set forth herein, all of which constitute the "Contract."

The term of this Contract shall be for the 2021-2022, 2022-2023, and 2023-2024 school years, including summer school. This Contract may be renewed at the option of the School District for up to 2 school years (2024-2025 and 2025-2026) thereafter.

2. Status as Independent Contractor

Contractor and the Board are contractors independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Contract.

3. Applicable Law

This Contract shall be governed by the laws of the State of Illinois.

4. Notice

Any notice or communication permitted or required under this Contract shall be in writing and shall become effective on the day of the mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board:

Gibson City-Melvin-Sibley CUSD #5
Attention: Superintendent
307 N. Sangamon Ave.
Gibson City, IL 60936

If to the Contractor:

5. Binding Effect of Contract

This Agreement shall insure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind Contractor, its agents, representatives, successors and assigns.

6. Assignment

Contractor agrees not to assign or sell any rights to this Contract to a third party or parties without the prior written agreement of the Board. Such action without approval shall authorize the Board to immediately terminate this Contract and make a demand on Contractor's Performance Bond.

7. Complete Understanding

This Contract, as defined above, sets forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

8. Amendments

Except as otherwise provided, subsequent alteration, amendment, change or addition to this Contract shall not be binding upon parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

**BOARD OF EDUCATION
GIBSON CITY-MELVIN-SIBLEY CUSD #5**

By: _____

Title: Board President

Attest: _____

Title: Board Secretary

CONTRACTOR

By: _____

Title: _____

Attest: _____

Title: _____

GIBSON CITY-MELVIN-SIBLEY CUSD #5

EXHIBIT A

2020-2021 SCHOOL CALENDAR

175 Student Attendance Days TBD

GIBSON CITY-MELVIN-SIBLEY CUSD #5

EXHIBIT B

CURRENT ROUTES & STOPS

Route 1: 50 Miles, 7 Stops

Route 2: 55 Miles, 12 Stops

Route 3: 70 Miles, 8 Stops

Route 4: 52 Miles, 8 Stops

Route 6: 68 Miles, 11 Stops

Route 7: 60 Miles, 8 Stops

Route 8: 63 Miles, 13 Stops

Route 9: 54 Miles, 12 Stops

Route 10: 50 Miles, 9 Stops

Sped 15: 37 Miles, 8 Stops

SPED Hammitt: 196 Miles, 4 Stops

Midday 15: 40 Miles, 11 Stops

Midday 9: 28 Miles, 4 Stops

**GIBSON CITY-MELVIN-SIBLEY CUSD #5
SCHEDULE I
BID FORM**

In accordance with the specifications, we propose to furnish transportation services for each route type for the rates indicated as follows:					
Type of Route	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Regular (<input type="checkbox"/>) (Cost per day)					
Special Ed. (<input type="checkbox"/>) (Cost per day)					
Mid-Day Route (<input type="checkbox"/>) (Cost per day)					
Supplemental Transportation (Athletics, field trips, etc.): Base calculations on 20,000 miles & 1,500 driver hrs.					
Cost per mile					
Cost per hour					
Minimum Cost (per trip)					
Total Route Cost					
Total Supplemental per mile cost					
Total Driver per Hour Cost					
Grand Total Cost					

Bus Monitor Rates (If requested by School District)					
	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Hourly Rate					

Name of Bidder: _____

Address: _____ Phone: _____

Authorized Representative: _____ (Printed)

Signature: _____

Date: _____

GIBSON CITY-MELVIN-SIBLEY CUSD #5

SCHEDULE II

**DESCRIBE ANY CHANGES, ADJUSTMENTS OR ALTERNATES TO THE BID SPECIFICATIONS
INCLUDE THE EXISTING BID SPECIFICATION LANGUAGE AND THE MODIFICATION OF
THE BID SPECIFICATION LANGUAGE**

GIBSON CITY-MELVIN-SIBLEY CUSD #5

SCHEDULE III

NARRATIVE FOR POTENTIAL COST SAVINGS AND EFFICIENCY:

ATTACH ADDITIONAL PAGES IF NECESSARY

GIBSON CITY-MELVIN-SIBLEY CUSD #5

SCHEDULE IV

INSURANCE

Bidder's Insurance companies that will cover this contract:

AM Best Financial Rating for

Company Name	Address	Phone Number	Strength	Size Category

GIBSON CITY-MELVIN-SIBLEY CUSD #5

SCHEDULE V

SERVICE HISTORY

Available Upon Request

BID BOND IS BASED ONLY ON FIRST YEAR'S NET TOTAL BID

The total dollars proposed herewith are for bid evaluation purposes based on the School District's past experience and anticipated needs over a five-year term. Due to route and vehicle changes throughout the contract period, billings by contractor shall reflect actual costs for number and variety of vehicles used for assigned routes and actual number of school days that the students need to be transported.

Company: _____

Name: _____

Signature: _____

Title: _____

Date: _____

BIDDER ELIGIBILITY CERTIFICATION

Public Act 85-1295 (Illinois Revised Statutes, 1987, Chapter 38 Article 33E) requires that all the contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

Following Certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

Name of Contractors

As part of its bid on a contract for the Student Transportation Services for Salt Creek School District 48, hereby certifies that the said contractor is not barred from bidding in the aforementioned contract as a result of a violation of either 33E or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 202_.

Notary Public: _____

Commission Expires: _____

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

All successful contractors must comply with the provisions of the Illinois Human Rights Act (HRA) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written Sexual Harassment Policy included at a minimum the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois law, (iii) a description of sexual harassment, utilizing examples, (iv) a vendor’s internal compliant process including penalty, (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission, (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 202_.

Notary Public: _____

Commission Expires: _____

CERTIFICATE OF NON-DISCRIMINATION

The Contractor certifies that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor further certifies that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Contractor further certifies that it shall, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

CONTRACTOR:

By: _____
Its Duly Authorized Representative

Date: _____

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

Pursuant to 30 ILCS 580/1 et seq. (the Drug-Free Workplace Act) the undersigned Contractor hereby certified to the Board of Education of Salt Creek School District 48 that it will provide a drug free workplace by:

A. Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug-free awareness program to inform employees about:

1. The danger of drug abuse in the workplace;
2. The contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug violations.

C. Making it a requirement to give a copy of the statement required in subsection "A" to each employee engaged in the performance of the contract(s) and to post the statement in a prominent place in the workplace.

D. Notifying the contracting or granting agency within ten (10) days after receiving notice under part "b" of paragraph "3" of subsection "A" from an employee or otherwise receiving actual notice of such conviction.

E. Imposing a sanction on or requiring the satisfactory participation in a drug abuses assistance or rehabilitation program by, any employee who is so convicted, as required under Section 5 of the Drug Free Workplace Act.

F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

H. Failure to abide by this Contractors Drug Free Workplace Certification shall subject the contractor to the penalties set forth in sections 6, 7, and 8 of the Drug Free Workplace Act.

NOTICE: This Contractor's Drug Free Workplaces Certification is to be completed by any corporations, partnerships, or other entities with twenty-five (25) or more employees at the time of the contract, or a department, division, or unit thereof, directly responsible for the performance of a contract of \$5,000 or more with the School District.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 202_.

Notary Public: _____

Commission Expires: _____