



**ROCKFORD BOARD OF EDUCATION
REQUEST FOR PROPOSALS ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR ROCKFORD
PUBLIC SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

RFP No. **19-16 Student Transportation Services - Rebid**

DATE: **Thursday, December 20, 2018**

PROPOSALS WILL BE RECEIVED UNTIL: **THURSDAY, FEBRUARY 7, 2019 AT 2:00 P.M. (CDST or CST)**

RE: Request for Proposals No. 19-16 Student Transportation Services - Rebid. The purpose of this Request for Proposal is to solicit proposals for regular education, public transportation services including field trips, athletic events, and other special programs.

RFP Opening: **Thursday, February 7, 2019 at 2:00 PM (CST) Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

If you plan to hand deliver your RFP submission on the due date, please note you must check in on the 2nd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.

Copies of the RFP documents are available from Onvia DemandStar or by download from the District's Purchasing Bids-RFPs webpage at <http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx>.

A MANDATORY PRE-BID MEETING WILL BE CONDUCTED ON THURSDAY, JANUARY 10, 2018 AT 10:00 A.M. (CDST or CST), AT THE STERLING HOLLEY CENTER, 2000 CHRISTINA ST, ROCKFORD, IL 61104. MEET IN THE CONFERENCE ROOM.

Refer all questions relative to the RFP, terms, conditions and specifications to the Director of Purchasing in writing (including via email at PurchasingDeptStaff@rps205.com) verbal inquiries will not be accepted. During the time the bid is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the RFP will be included in an Addendum issued by the District.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

**ROCKFORD BOARD OF EDUCATION
REQUEST FOR PROPOSALS ON SUPPLIES, MATERIALS, EQUIPMENT OR
SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

RFP No. **19-16 Student Transportation Services - Rebid**

Date: **December 20, 2018**

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, February 7, 2019**

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC OPENING OF PROPOSALS. IF YOU DESIRE TO SUBMIT A PROPOSAL, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION
School District No. 205
501 Seventh Street, 6th Fl.
Rockford, Illinois 61104

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL PROPOSALS

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all Proposals submitted. One copy of this RFP is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of your Proposal (including all required forms) on a CD or flash drive in a SEALED envelope with the RFP number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE Proposals are not acceptable and will be rejected as non-responsive. **Use of the included RFP Label is recommended.**

b.) Proposals to be addressed as follows: **Rockford Public School District Purchasing Department
501 Seventh St., 6th Floor
Rockford, IL 61104
Attn: Purchasing Department**

"RFP" refers to this advertised Request for Proposal. Persons and entities responding to this RFP with a Proposal are referred to as "Respondent". Submissions in response to this RFP are referred to as "Proposal". Once an RFP is awarded and a contract formed in writing or otherwise, the Respondent is referred to as the Contractor. The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications required by the RFP and any resulting contract. The Board of Education reserves the right to increase or decrease quantities shown on the RFP.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the RFP documents, any resulting contract and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Proposals may be awarded to the Respondent which submits a Proposal complying with these conditions and specifications and best meets the requirements of the District. All rights are reserved by the Board of Education to select the Proposal that in its judgment is in the best interest of the District and meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Respondent's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. The proposal and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Respondent agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to the Proposal and to the performance of the Contract in the event the Respondent is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this RFP and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Respondent by submitting a Proposal agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instructions for all Proposals, Proposal Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals and certifications.

No Proposals may be withdrawn after the official opening. All proposals submitted must be valid for a minimum period of sixty (60) days after the date set for the public opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted in the Proposal or the Proposal Form is the total price to the District, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or "as equal" items may be submitted with all supporting documents in advance of the RFP due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions must be identified in the Proposal.

The successful Respondent must submit a separate invoice for each purchase order. The information on that invoice shall cover **ONLY** that one purchase order.

On the attached list, please type on the RFP documents the information that is requested. If there is insufficient room for your information, please present data on a separate sheet (one item to a sheet).

Any interested party, including all Respondents, may examine the RFP summary after Proposals have been opened and awarded by the Board of Education. An RFP summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. RFP recaps may also be reviewed by visiting www.DemandStar.Com.

Vendor's signature on the Proposal Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the Proposal. Include in the Proposal all your terms and conditions; terms and conditions set forth in the RFP are generally required of all District contracts and are accepted by Respondent unless specifically identified as exceptions in the Proposal.

Please address all questions relative to any Proposal in writing to the Purchasing Department, Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 (via email to PurchasingDeptStaff@rps205.com). All request for information must be submitted at least five business days (Monday – Friday) prior to the RFP due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the RFP is issued it will be issued via addendum to the RFP and published on the District website and, if applicable, Demand Star. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this RFP prior to the closing date, other than in writing to the Purchasing staff provided above. Any violation of this condition may result in a Respondent being considered non-compliant and ineligible for award.**

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND
SIGNED, FAILURE TO COMPLY MAY RESULT IN
DISQUALIFICATION OF BID.**

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFP FORMS:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

Federal Employer Identification Or Social Security Number

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SEALED RFP PROPOSAL

RFP NO.: 19-16

OPENING DATE: THURSDAY, FEBRUARY 7, 2019

OPENING TIME: 2:00 PM (CDST or CST)

DESCRIPTION: Student Transportation Services - Rebid

ATTN: PURCHASING DEPT.

DATED MATERIAL-DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS LABEL TO
THE OUTERMOST ENVELOPE OF YOUR
PROPOSAL TO HELP ENSURE PROPER
DELIVERY!**

**LATE PROPOSALS CANNOT AND WILL NOT BE
ACCEPTED!**

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“Board” means the Board of Education of the District.

“RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number.

“Respondent” means a person or entity submitting a Proposal to the District in response to an RFP.

A Respondent awarded a contract is referred to as the “Contractor”.

A “Contract” is the agreement, in writing or otherwise, formed following award of an RFP.

1. PROPOSAL OPENING. Sealed Proposals will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other Proposals will be considered after this date and time unless it is evidenced and determined that the Proposal was in the District’s possession prior to the scheduled Proposal opening time and date. Late Proposals shall be rejected and shall remain unopened. The District does not prescribe the method by which Proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the Proposals. All Proposals delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. PROPOSAL PREPARATION. Proposals must be submitted on this form and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of the Proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the Proposal. The Proposal shall include the legal name of the Respondent, the complete mailing address, a valid email address, and be signed in ink by a person or persons legally authorized to bind the Respondent to a contract. The name of the person signing should be typed or printed below the signature. **A checklist of required forms is included in the RFP and its use by the Respondent is recommended.**

3. PROPOSAL ENVELOPES. Envelopes containing Proposals must be sealed and addressed to the District Purchasing Department. The name and address of the Respondent and the Proposal number must be shown on the envelope. **Use of the Proposal Label included in the RFP is recommended.**

4. ERRORS IN PROPOSALS. Respondents are cautioned to verify their Proposals before submission. Negligence on the part of the Respondent in preparing the Proposal confers no right for withdrawal or modification of the Proposal after it has been opened. In case of error in the extension of prices in the Proposal, the unit prices will govern and bind Respondent.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel an RFP, accept or reject any or all Proposals or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the RFP. The District reserves the right to waive any minor informality or defect in any RFP and Proposal. Unless otherwise specified, the District will award a Proposal or reject Proposals within 90 days of the date of Proposal opening. The District may seek clarification from any Respondent at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Respondents in responding to an RFP.

7. AWARD. The District will evaluate Proposals and will award a contract to any responsive and responsible Respondent whose Proposal will be most advantageous to the District. Determination of award of the RFP will include such factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications and the terms and conditions of the RFP; (b) price; (c) qualifications of the Respondent, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the Proposal that is best suited for the purpose intended. The District may (1) reject any or all Proposals, (2) accept other than the lowest Respondent, and (3) waive informalities or minor irregularities in Proposals received. The District may accept any item or group of items of an offer, unless the Respondent qualifies the Proposal by specific limitations. The District reserves the right to determine award on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

acceptance of a Proposal mailed or otherwise furnished to the successful Respondent within the time for acceptance specified in the RFP and if the Proposal takes no exception to the entire terms and conditions of the RFP shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event a binding contract is not formed until the written contract is signed by the Contractor and the Board.

8. PRICING. The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the Contract period.

If at any time after the RFP is awarded, the successful Respondent(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Respondent's customers generally, or (2) in the successful Respondent's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Respondent shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Respondent, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

Option year pricing, if any, may include price increases as stated in the Proposal specifications.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the RFP along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Proposals on equivalent items will be considered, provided the Respondent clearly states exactly what is proposed to be furnished, including complete specifications. Respondent by submission of a Proposal is offering a referenced brand item as specified or is bidding as specified when no brand is referenced and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Respondent's name, RFP number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with Proposal. The District will not be responsible for any Proposal enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Respondents shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the RFP documents. Interpretations, corrections and changes to the RFP may only be made by the issuance of an addendum by the District. Each Respondent shall ascertain prior to submitting a Proposal that all addenda have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Respondent agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions of the Hold Harmless Agreement included in the RFP and signed by Respondent.

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the Contract by notice effective when received by Respondent, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce the Contract.

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the RFP, instructions, specifications, drawings or data or Respondent's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Respondent promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

16. WARRANTY. Respondent warrants that all goods and services furnished hereunder will conform in all respects to the terms of the RFP and the Proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Respondent's knowledge. In addition, Respondent warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Respondent further warrants, if installation of product or materials is included in the Proposal, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Respondent or require correction or replacement of the item at the time the defect is discovered, all at the Respondent's risk and expense. Acceptance of delivery shall not relieve the Respondent of its responsibility.

17. REGULATORY COMPLIANCE. Respondent represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Respondent shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES, LICENSES AND PATENTS. Respondent shall pay all royalties and license fees. Respondent shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Respondent represents and warrants that throughout the term of any Contract arising from award of a Proposal, Respondent and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION FOR CAUSE.

- a. The District may terminate this contract in whole or in part, without liability:
- if deliveries are not made at the time and in the quantities specified,
 - if the Respondent fails to perform any of the provisions of the RFP, the Proposal, and the resulting contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these circumstances does not cure such failure within 30 days or such period of time as the District may direct,
 - if it is determined the successful Respondent knowingly falsified information provided to the District,
 - if it is determined the successful Respondent offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
 - or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

- b. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity and the District shall recover from Contractor all of its costs of termination including reasonable attorney's fees.
- c. Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
- d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Request for Proposal, a Contract resulting from award of a Proposal may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Respondent. Respondent may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Respondent may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in the Contract, without the District's prior written consent.

23. FORCE MAJEURE. The obligations of the Respondent to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Respondent obligated to perform ("Force Majeure Event"). In the event that the Respondent ceases to perform its obligations under any contract formed by award of Proposal due to the occurrence of a Force Majeure Event, the Respondent shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Respondent's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

24. PROPOSAL CERTIFICATION. The Respondent's signature on a Proposal certifies: (a) The Proposal is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group, association, or organization; (b) Respondent has not directly or indirectly induced or solicited any other Respondent to enter a false or sham Proposal; (c) Respondent has not solicited or induced any person, firm or group to refrain from bidding; (d) Respondent has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Respondent or the Owner. The Respondent's signature on the Proposal Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the RFP shall not be cause to alter any resulting contract, request additional compensation, or relieve Respondent from obligation to perform under this contract.

25. MODIFICATIONS. The Contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of the RFP, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Demandstar. If the District issues written addenda, such addenda shall become part of the contract documents. A Respondent who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the Proposal submitted.

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a Proposal shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages Proposals or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-END OF GENERAL TERMS AND CONDITIONS-

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **EVALUATION CRITERIA.** Although price is a consideration in the award of bids, this award will not be based on price alone. This solicitation for bids will be evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (if applicable)
 - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report, if requested)

The District reserves the right to reject any or all bids or to accept the bid or any part of bid, including substitutions, which embraces such combination of proposals as may promote its interest.

3. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning Bidder. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

4. **RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX.** The Bidder acknowledges and understands that any bid for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2).
5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a bid to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a bid by the District. "Contract" shall mean an awarded bid and resulting contract.
6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be submitted to the Director of Purchasing in writing only (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiry is not accepted. The District decision shall be conclusive and binding for all parties involved. No advantages

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

7. **RETURN OF BID INFORMATION.** The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the bid sheets returned. If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as "Original" on the face page.
8. **USE OF PREMISES.** The Bidder shall have access to the relevant District grounds and facilities for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** It is clearly understood that all materials and/or equipment supplied by or for the Bidder shall remain the Bidder's property until such time as accepted by the District.
10. **EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Substitutions may be submitted with supporting documentation to the Director of Purchasing. Approval of submitted substitutes will appear in an IFB addendum prior to the bid due date. IFB specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible bidder.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided in performing an awarded bid and resulting contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
12. **SCOPE OF WORK.** This bid requires that the Contractor provide all necessary services, personnel, labor materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.
13. **PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under the Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor's performance under the Contract in accordance with the signed Hold Harmless Agreement. The Contractor's signature on the Bid Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.
14. **INSURANCE REQUIREMENTS.** All bidders shall have a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of a bid such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions. During the term of the Contract, Contractor

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached Specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them. The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the prices stated on the Bid Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability **	
A. Per Occurrence	\$10,000,000
B. General Aggregate	
1.General Aggregate- Property	\$10,000,000
2. General Aggregate – Bodily Injury	\$10,000,000

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

Comprehensive Auto Liability	\$10,000,000 bodily injury and property damaged combined
Uninsured Motorist Coverage	\$150,000 per person, \$500,000 aggregate
Fire Legal Liability (any one fire)	In an amount reasonably necessary to protect Contractor against loss of any or all vehicles, and/or equipment used in the performance of this agreement.
General Umbrella Excess Liability	\$10,000,000
** Business Auto Liability ****	\$10,000,000

* Minimum \$3,000,000.00; maximum \$5,000,000.00 as prescribed in the Bid documents.

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

15. **METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
16. **GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.
17. **SCHEDULE OF AWARD.** In order that Bidders may more accurately complete a bid, it is anticipated that the Board of Education will consider the award on this IFB within 60 days of the date of bid opening; the successful Bidder(s), if any, will be notified immediately thereafter.
18. **WITHDRAWING OF BIDS.** No bid may be withdrawn by a Bidder after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).
19. **VALIDITY OF PRICES.** All bid prices must remain valid and firm on awarded bids until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF BIDS.** In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

21. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
22. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
23. **SIGNATURES.** It is required that the Bidder's signature appears on ALL the following forms:
 - a. **Second page of General Conditions and Instructions for All Bids Form**
 - b. **Bid-Rigging Certification**
 - c. **Minority and Women Owned Business Form**
 - d. **Certification Regarding Debarment Form**
 - e. **Certificate Regarding Lobbying Form**
 - f. **OFAC Compliance Form**
 - g. **Vendor Conflict of Interest Disclosure Form**
 - h. **Form W-9 Department of the Treasury Internal Revenue Service**
 - i. **Bidder's Certifications**
 - j. **Bid Offer Form**
 - k. **Other forms specified in the IFB**
24. **PAYMENT.** Payment on proper invoices submitted by contractor will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after invoice approval by the District. THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT. (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
25. **WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
26. **SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
27. **QUANTITIES.** After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
28. **BID.** Bidders must return the following when submitting a sealed bid:
 - a. **Second page of General Conditions and Instructions for All Bids Form**
 - b. **Bid-Rigging Certification**
 - c. **Minority and Women Owned Business Form**

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

- d. Certification Regarding Debarment Form
- e. Certificate Regarding Lobbying Form
- f. OFAC Compliance Form
- g. Vendor Conflict of Interest Disclosure Form
- h. Form W-9 Department of the Treasury Internal Revenue Service
- i. Bidder's Certification
- j. Bid Offer Form
- k. Any required literature or information

29. CONTRACT. A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB and any District issued and published addenda. Bids become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain IFBs may require, in the discretion of the District, the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

30. TERM OF CONTRACT. Resultant contract period shall be from the effective date of award through the termination date specified in the IFB plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

31. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- c. Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- d. The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- e. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

32. EVALUATION OF OPTIONS

- a. The District will evaluate bids by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
- b. The District may reject a bid if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the Bidder offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

33. **TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.
34. **ALTERNATE BIDS.** Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Bidder may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.
35. **PREVAILING RATE OF WAGE.** It is required on this bid that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area (if applicable) for the particular type of labor, in accordance with State of Illinois statutes and the Illinois Department of Labor. If applicable, the Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this IFB. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District's agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of this contract.

"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email. the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

36. **PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES.** Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

- 37. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

- 38. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District copies and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

39. RECORDS, RETENTION, AUDIT

- a. Records. The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out- of- pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.
- b. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 44b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.

- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.
- d. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

During the time the bid is in the **open solicitation and unawarded phase**, Bidders may not contact any District staff to inquire about the bidding process or any of the details contained in the Bid Package other than in writing directed to the Director of Purchasing (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiries will not be accepted.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD PUBLIC SCHOOLS REQUIRED RFP FORMS CHECK LIST

Listed below are the REQUIRED forms all Respondents are REQUIRED to submit with sealed Proposals on or before the RFP due date and time. Failure to submit ALL required forms may result in Respondent being deemed non-responsive. FOR PURPOSES OF AN RFP, ALL REFERENCES IN REQUIRED FORMS TO BID SHALL MEAN PROPOSAL, ALL REFERENCES TO BID SHALL MEAN RFP AND ALL REFERENCES TO BIDDER SHALL MEAN RESPONDENT.

Required Forms	Yes	Comments
Proposal Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Bidder's Certification	<input type="checkbox"/>	
Certified Cleared Employee List (If Included)	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.
Vendor Entry Form/W-9	<input type="checkbox"/>	

Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

<input type="checkbox"/> Performance Bond (100% of Contract)	
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ROCKFORD PUBLIC SHOOOLS
BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____ nor any individual presently
(Contractor)

affiliated with _____ has been barred from bidding on a
(Contractor)

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 750, Article 5 of the Illinois Compiled Statutes.

Authorized Agent

Contractor

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is (), is not () a minority-owned business concern.

B. Representation. The offeror represents that it is (), is not () a women-owned business concern.

C. Representation. The offeror represents that it is (), is not () a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific American (ASIAP)

☐ Asian Indian (ASIAI) American

☐ Other, please identify:

☐ Woman Owned (W)

☐ Disabled Owned (D)

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arinet.gov/>.
 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
-

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

OFAC Compliance

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Organization Name

Bid Number

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐

YES, the above statement is true.

☐

NO, the above statement is **NOT** true.

If you checked “**YES**” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. _____

2. _____

3. _____

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Print the Name of the Vendor’s Authorized Representative

Print the Position Title of the Vendor’s Authorized Representative

Print the Name of the Vendor’s Authorized Representative

Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

The undersigned Bidder certifies that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Bidder, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

The undersigned Bidder further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

EQUAL OPPORTUNITY

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

SEXUAL HARRASSMENT

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

NO SMOKING/NO TOBACCO

District are smoke free facilities. Bidder agrees that it and its employees will abide by the District's no smoking/no tobacco use policy (including snuff, electronic cigarettes and e-vapor products) at all times while on District grounds.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

DRUG FREE WORKPLACE

Each Bidder, if having twenty-five employees or more, does hereby certify, 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 of services 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)

Bidder or authorized agent (Signature)/Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
2. The undersigned is an authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity:

☐ Corporation
☐ Partnership
☐ Sole Proprietor

Bidder is qualified to conduct business in the State of Illinois and is in good standing.

5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
9. The Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date



Vendor Entry Form

FOR INTERNAL USE:

☐

New Vendor

☐

Update Vendor

Reason for Entry/Change (required): _____

Type of Entry (required):

☐

Business

☐

Payroll

☐

Student/Parent

☐

Reimbursement External

☐

Reimbursement Internal

☐

Referee/Sports Official

☐

Other _____

☐

W-9 Attached

W-9 should be included with all new vendor entry requests for payment. Reimbursements or internal record requests do not require a W-9 attachment but must include SSN after vendor name. All vendor entry requests will be entered but will remain inactive until required info/W-9 is provided.

Entry Information:

Vendor Affiliation:

☐

CORP

☐

PARTNERSHIP

☐

SOLE/IND

☐

LLC (Indicate type below)

☐

TRUST

☐

OTHER _____

☐

C-Corp

☐

S-Corp

☐

Woman-owned

☐

Minority-owned

☐

Veteran-owned

☐

Disabled

☐

P-Corp

Single owner LLC select
Sole Proprietorship above.

Vendor Name/Business Name: _____

SSN _____

Address 1:

☐

Location/Mailing

☐

Billing/Payment

☐

Other _____

Address 2:

☐

Location/Mailing

☐

Billing/Payment

☐

Other _____

Phone:

Primary/Cell: _____

Orders/Cust Service: _____

Billing/Payments: _____

Fax(s): _____

Email(s): _____

Contact Person/Rep Name and Contact Information: (include special order/payment instructions)

* Please return completed form and required attachment(s) to purchasing@rps205.com.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Respondent and the Respondent's employees. The term "Respondent", for purposes of this Hold Harmless Agreement includes the entity or person submitting a Proposal to the District and enters into a Contract with the District resulting from the award of an RFP. The term Board and District, for purposes of this Agreement, shall mean and include the Board of Education and Rockford School District No. 205 Winnebago and Boone Counties, Illinois. **The undersigned Respondent agrees to defend, hold harmless and indemnify** the Board of Education and every Board member, officer, agent, attorney, servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a) Any injury to person or damage to property sustained by Respondent, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under any bid contract with the Board, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct;
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Respondent, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under any Contract between Respondent and the Board;
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Respondent's performance or failure to perform under any Contract with the Board.

Respondent at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Respondent to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding at Respondent's sole cost and expense. The Board shall have the right to set off against any sums due Respondent under any Contract with the Board the amount of any indemnity cost, expense and claim under this Agreement.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Respondent and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Respondent under any Contract with the Board, notwithstanding that Respondent may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided to the Board under any Contract with Respondent; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

The provisions of this Hold Harmless Agreement shall survive termination of any Contract with the Board.

Bidder: _____

Print Name of Bidder's Authorized Representative

Print Title of Bidder's Authorized Representative

Signature of the Bidder's Authorized Representative

Date

This Agreement Subscribed and Sworn to before me this _____ day of _____, 20____.

Notary Public

Commission Expires: _____

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

CERTIFIED CLEARED EMPLOYEE LIST*

The undersigned _____, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

- 1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and
- 2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and
- 3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

NO.	LAST NAME	M.I.	FIRST NAME	CRIMINAL HISTORY	DATABASES

By: _____

This certificate Subscribed and Sworn to before me this __ day of _____, 20__.

Notary Public

Commission Expires: _____

Vendor Cert. Employee List No. _____

* ☐ check if not applicable. See Supplemental Terms and Conditions section 36.

**Invitation for Bids and Contract for
Regular Education, Public Transportation Services
including Field Trips, Athletic Events and
Other Special Programs**

2019-2020

2020-2021

2021-2022

**Rockford Board of Education, School District No. 205
501 7th Street
Rockford, Illinois 61104**

RFP 19-16 Student Transportation Services Specifications

I. GENERAL INFORMATION AND REQUIREMENTS

1. PURPOSE

The Rockford Public School District is seeking services from school transportation contractor(s) that are highly qualified and experienced for regular education student transportation services including field trips, athletic events and other special programs as requested by the District. Bids shall only be accepted from school transportation contractor(s) that are authorized, certified and licensed to conduct business in the State of Illinois. Bids for a three year contract from July 1, 2019 through June 30, 2022 with two - one year optional renewals through June 30, 2024.

2. ESTIMATE BID TIME LINE

Estimated timeline of events for this bid is as follows:

Date	Event
12/20/2018	Public Notice Publication and Distribution of Invitation for Bid (“IFB”)
01/10/2019	Mandatory Pre-bid Meeting, Sterling Holley Center, 2000 Christina St., Rockford, IL 61104, Conference Room, at 10:00 am
02/22/2019	Final Questions due to Purchasing department by 4:30 pm
02/24/2019	Final Addendum with responses provided
02/07/2019	IFB Opening – 2:00 pm, Administration Building, 6 th Fl Conference Rm
02/11/2019	RFP evaluations (week of)
xx/xx/xxxx	Special Board Meeting for public hearing on outsourcing
02/26/2019	Recommendation to Board of Education for Approval
02/27/2019	Award Letter
07/01/2019	Start of Contract

3. PRE-BID MEETING

Sterling Holley Center, 2000 Christina St., Rockford, IL 61104, on Thursday, January 10, 2019, at 10:00 am. As a condition precedent to being considered for an award of the contract, each bidder must attend the Pre-Bid meeting through an authorized representative.

The purpose of the pre-bid meeting is to discuss with prospective bidders the work to be performed and allow prospective bidders an opportunity to ask questions regarding the bid. Verbal discussions at the pre-bid meeting shall not be considered part of the bid unless confirmed in writing by the District and incorporated into the bid. Questions asked at the conference that cannot be adequately answered during the meeting may be deferred. A copy of the questions and answers will be published via an addendum on the District’s website, DemandStar, and will be emailed to all in attendance at the meeting.

4. THIRD PARTY NON-INSTRUCTIONAL SERVICES

Bidders must comply with the provisions of the Illinois School Code regarding bids submitted to perform non-instructional services including the requirements of 105 ILCS 10-22.34c(3). The District will comply with the provisions of such statute.

RFP 19-16 Student Transportation Services Specifications

See Exhibit J for the complete statute 105 ILCS 5/10-22.34c.

5. BID PREPARATION

The District is requesting bids for the Contractor to furnish all necessary labor and materials in accordance with specifications under the scope of work.

The Bid Offer Form shall be completed in its entirety, along with the other required forms. Qualified, conditional, or incomplete bids are subject to rejection in whole or in part. The Bid Form shall be signed by the person(s) who would, in the event of a successful Bid, be legally authorized to bind the Bidder to the Bid. Bids submitted by corporations shall disclose that corporation's state of incorporation, and that corporation's seal shall be affixed thereto. The Bid Offer Form, other required forms, General Terms and Conditions, and Supplemental Terms and conditions shall not contain any interlineations, alterations, or erasures.

Upon submittal of a Bid pursuant to this Bid, each Bidder acknowledges receipt of all Bid documents contained in the Bid package, and all Addenda issued by the District. Upon submittal of Bid pursuant to this Bid package, each Bidder represents that he/she/they have thoroughly reviewed all documents in this Bid, including all Addenda, understands all terms, conditions, and provisions therein, and further represents that there are no discrepancies, inconsistencies, or vague or ambiguous terms in the Bid package or Addenda. Bidders are not relieved of obligations due to failure to examine or receive documents or become familiar with conditions or facts of which the Bidder should have been aware and the District will reject all claims related thereto.

6. BID SECURITY

Each Bidder shall include a Bid Bond in an amount not less than ten (10) percent of the first year cost. This amount shall be payable without condition to the Board of Education, School District RPS-205, Rockford, Illinois 61104, which sum shall be forfeited in case the successful Bidder fails to enter into a binding contract, and provide a properly executed contract surety bond with ten (10) days after the contract has been awarded.

7. PERFORMANCE BOND

As a part of the base bid, the successful Bidder shall, at the time of entering into a contract, furnish a performance bond in the amount equal to Fifty Percent (50%) of the base contract and annually thereafter furnish a Performance Bond if requested by the District, as security for the faithful performance of the transportation contract. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be in the form of consent of surety from a surety company, or an agent authorized to bind the insurance company, guaranteeing coverage consistent with what is specified.

Such bond shall be in a form and with a surety acceptable to the District and shall not include a limitation period shorter than that provided by Illinois law. The bond shall name the District as primary obligee and shall be deemed to include the terms stated in these contract documents.

RFP 19-16 Student Transportation Services Specifications

The Performance Bond shall guarantee the performance of the duties placed on the Contractor pursuant to the transportation contract with the District, and shall indemnify the Owner from any liability or loss resulting to the District from any failure of the Contractor fully to perform each or all of said duties. The Performance Bond shall be deemed to cover all such duties. The Performance Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than A - X11, unless a lower rating is approved by the Owner, in writing. If at any time the Owner shall become dissatisfied with any security or sureties then upon the bond, or for any reason such bonds cease to be adequate security for the District, the Contractor shall within five days after notice to do so, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the District. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified. No offshore bonding companies will be accepted.

8. TERM OF ENGAGEMENT

The term of the engagement is Bids for a three year contract from July 1, 2019 through June 30, 2022 with, at the option of the District, two – one year optional renewals through June 30, 2024. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

The Contract will require the Contractor to adhere to the terms of their Bid and to act in accordance with all applicable laws and regulations that are in affect at the time the contract is signed and that become affective during the term of the contract. The Contractor shall be required to execute a Contract substantially similar to the sample contract attached hereto as Exhibit A.

9. PRICING & ECONOMIC ADJUSTMENTS

The prices submitted on the solicitation for the base contract year will remain firm through June 30, 2022. Beginning July 1, 2020 renewal date, the Contractor may request an annual price adjustment, in writing no less than 60 days prior to the renewal date. Price adjustments will be made in accordance with **lesser of two percent or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items.**

The price adjustment rate will be determined by comparing the lesser of two percent or the percentage difference between the CPI as of December 31, 2018 to the CPI as of the most recent December 31st report.

10. INVOICE AND REPORTING REQUIREMENTS

- A. Bids shall be based on 172 days of student attendance and three dry run days. This is only an estimate of the anticipated number of student attendance days for which transportation will be required. Contractor's compensation will be based upon the actual number of student attendance days for which transportation is provided, which may be greater than or fewer than 172 days for charter schools. No compensation will be paid to the Contractor for any day or days that transportation services are not required by the District.

RFP 19-16 Student Transportation Services Specifications

- B. Monthly Invoice submission shall include:
 - i. The Contractor shall submit monthly reporting on all routes and their miles per route.
 - ii. Contractor shall prepare and submit to the District a brief monthly 'Transportation Report'. This report shall outline specific levels of operation; number of buses, routes, drivers, students transported, route miles, number of accidents, on-time arrival percentage, as well as outline any service issues along with actions and recommendations.
- C. On a quarterly basis the Contractor shall submit the following reports: office staffing, on-time percentage 10 min late or greater, number of substitutes, safety drills and training.
- D. At least twice annually (October and March) Contractor shall conduct quality assurance surveys of all buildings served. Such surveys shall be attached to the following month's Transportation Report. District and Contractor shall jointly design such surveys. These surveys may also be used to measure satisfaction levels of the District patrons.
- E. Annual Reporting
 - i. On an annual basis the Contractor will submit all reports needed to complete the annual transportation claim.
 - ii. Annually the Contractor may be subject to a service quality and contract compliance audit performed by representatives of the District staff. Such audits may or may not be announced prior to conducting.
- F. From time to time other reports may be requested by the District and shall be provided in a timely manner. Records to confirm the accuracy of all reports shall be kept by the Contractor and made available for inspection by the District at all reasonable times, for one year after the submission of each report.

11. LIMITATIONS

The District reserves the right to redefine its' priorities, adjust budgets and modify projects as it deems necessary, and to select one or more firms to perform services. At its discretion, the District may waive any informality in the selection process.

12. RIGHT TO REJECT AND SELECTION CRITERIA

This bid does not commit the Rockford School District to award a contract or to reimburse the bidder for costs incurred in submitting in response to this Request. The Rockford School District reserves the right to reject any or all proposals received as a result of the Request, to negotiate with any bidder, to extend the submission deadline, or to amend or cancel in part or entirety this BID, if it is in the best interest of the Rockford School District.

RFP 19-16 Student Transportation Services Specifications

13. ADDITIONAL SERVICES

Adjustments to the scope described above may be necessary if additional project information and/or specifications related to any new construction projects may occur. No additional services will be provided without prior written approval.

14. CONTRACT EXECUTION AND INCORPORATION OF ADDITIONAL DOCUMENTS

The successful Bidder, when selected, shall be required to execute a Student Transportation Contract in the form attached hereto as Exhibit A.

15. QUALIFICATIONS AND EXPERIENCE

Each bidder will be required to have a minimum of five (5) years' experience in providing contracted regular education student transportation services in grades Kindergarten through 12, to Illinois school districts in its current corporate form. Along with the Bid Offer Form, Bidders are required to submit a response to the questions listed below in the *Qualification for Bidders* section below.

16. EVALUATION

In addition to price, the following qualifications will be considered by the school district to determine the Contractor's eligibility as a responsible bidder:

- A. Stability of service.
- B. The ability to perform the service required within the specified time; whether the Bidder has failed to meet time requirements for any of the school districts or other school district in rendering past services.
- C. The experience and efficiency of the Contractor.
- D. The sufficiency of the financial resources and the ability of the Contractor to perform the Contract and provide the services.
- E. The location of the Contractor's facilities for housing and servicing transportation vehicles.
- F. The ability of the Contractor to recruit, train, and supervise the personnel necessary to fulfill the Contract.
- G. The quality of references from previous contracts or services; whether with each school district or another organization.
- H. The compliance by the Contractor with laws, ordinances and policies.
- I. The District reserves the right to make a site visit and inspection of any facility(ies) that will be utilized by the Bidder in the performance of this Contract. Additionally, prior to any Contract award, the District has the right to review all driver records to ensure compliance with Federal and State laws and regulations. As a part of this review, the District can request

RFP 19-16 Student Transportation Services Specifications

a copy of the most recent, and the previous two, reviews from the Department of Motor Vehicles (DMV).

- J. Bidder must be in compliance with CDL and school bus permit regulations for the State of Illinois.

17. OWNERSHIP STRUCTURE

Bidders which are a wholly owned or controlled subsidiary of another entity, must disclose its ownership structure including key personnel. Any bid submitted by an agent other than a corporate officer must include a current Power-of-Attorney, certificate of authorization, or board resolution certifying agent's authority to bind the bidder in a contract.

18. DISQUALIFICATION OF OFFEROR

The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students of the Rockford Public School District and the public generally. The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the District with all such information for this purpose as RPS205 may request. **If, in the sole and absolute discretion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract upon which the Bid is submitted, the District reserves the right to reject its Bid.**

The District retains the authority to determine the acceptability of the information provided by the Bidder, and it will determine the capability of the Bidder to provide the requested services. In addition to information provided by the Bidder, the District reserves the right to investigate all references provided by the Bidder and to utilize other sources of information to establish the qualifications of the Bidder.

Any one or more of the following are considered sufficient for the disqualification of a Bidder and the rejection of a bid.

- A. Evidence of collusion among Offerors.
- B. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.
- C. Uncompleted work under contracts which, in the judgment of Owner, might hinder or prevent the prompt completion of additional work if awarded.
- D. Being in arrears in existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

19. ADDITIONAL INFORMATION

The District has provided in Exhibit B through Exhibit J additional information that should be taken into consideration when developing your bid response. Any additional information must be requested via email to the Director of Purchasing at purchasingdeptstaff@rps205.com. Responses to

RFP 19-16 Student Transportation Services Specifications

additional information will be issued via an addendum that will be emailed to all attendees of the Pre-Bid meeting and posted on the District's website, and the Demand Star website. Listed below are the exhibits:

- B. Rockford Public Schools 2018 – 2019 academic calendar
- C. Galapagos Charter School 2018 – 2019 academic calendar
- D. Jackson Charter School 2018 – 2019 academic calendar
- E. Legacy Charter School 2018 – 2019 academic calendar
- F. ISBE FY 18 Transportation Claim for school year 2017 – 2018
- G. ISBE FY 18 Transportation Claim Bus Listing for school year 2017 – 2018
- H. ISBE FY 17 Transportation Claim for school year 2016 – 2017
- I. 2018 – 2019 School Start Times
- J. Rockford Public Schools and Address information

II. SCOPE OF WORK

1. CONTRACT SCOPE

Successful Contractor shall provide and maintain such school bus transportation as may be requested to transport conveniently and safely, all students and/or other personnel designated by the District to be transported during the period set forth in this agreement. Such transportation shall be provided for each student attendance day and in accordance with bus routes and schedules submitted by Contractor to District and approved by District. The Contractor shall provide transportation services for regular education students for field trips, athletic events and other special programs as directed by the District. The District is requesting a bid for the following:

- A. The bid shall be based on the premise that the Contractor shall furnish all necessary labor and materials to provide transportation services using only District fleet. This includes but not limited to personnel, training programs, insurance, support by its management, qualified drivers, etc. Positions include: Transportation Management, Safety Officer(s), Dispatcher(s), Field Supervisor(s), Driver Trainer(s), Bus/Field Trip Drivers, and Summer Transportation Drivers.
- B. The Contractor may lease operations and/or office space from the District at the Sterling Holley Transportation Center, 2000 Christina Street, Rockford, IL 61104 in accordance to Board Policy 8.20 *Community Use of Facilities*.
- C. The District will provide fuel for the buses. Buses are only to be used for District purposes.
- D. The District will provide appropriate and properly certified transportation vehicles.
- E. The District is responsible for routine maintenance (including labor and the cost of supplies) and non-routine maintenance and repairs of all transportation vehicles.
- F. The District will be responsible for all indirect administrative and support functions not directly related to items summarized above in Section A.

2. STUDENT TRANSPORTATION

RFP 19-16 Student Transportation Services Specifications

- A. In general, the transportation must include on-time pick-up at, and delivery to, the student's school, home or bus stop, transfers from one school or other facility to another school or other facility, school related activities, late buses for activities or sports and other transportation as may be necessary to the education of the student or as required by the District, all in accordance with the terms of this Bid.
- B. As of December 4, 2018, RPS205 has the following routes:
- i. Buses on Routes – The District is currently running 190 buses on routes for 175 days per year in the following combinations.

Number of Buses on Daily Routes	AM Routes	PM Routes
134	2	2
15	3	2
10	2	3
7	2	1
2	3	3
4	1	3
13	1	2
3	2	4
2	1	1

If the District goes to a three tier busing system it is estimated that the routing will be:

Number of Buses on Daily Routes	AM Routes	PM Routes
168	3	3
58	2	2
10	1	1

- ii. Noon Routes – school year 2017 - 2018

RFP 19-16 Student Transportation Services Specifications

Number of Buses on Daily Routes	Routes
21	1 Noon Route
2	2 Noon Routes

- iii. Activity Runs – school year 2017 – 2018 are paid when run and total about 150 days per year.

Number of Buses on Daily Routes	Routes
67	Activity Runs

- iv. Special Runs - During the 2016 – 2017 school year, the District transported from school to home 30 students who were ill.

Daily Runs
30 Students Total
212 Total Miles
21.74 Total Hours

- v. Field Trips – During the 2017 – 2018 school year, the District provided transportation for 3,549 field trips.

Totals for 3,549 Field Trips	Regular	Wheelchair
Miles	165,460	4,765
Hours	14,566.53	341.10

- vi. Summer Camp Journey School Routes – During the 2015 – 2016 school year, the District ran summer school for 20 days at nine locations.

Number of Buses on Routes for 20 Days	AM Routes	PM Routes
38	1	1

- vii. Bus Safety & Student Training – During the 2017 – 2018 school year, the District utilized 25 bus drivers for a total of 1,275 hours for safety training; Bidders shall provide pricing per hour.

RFP 19-16 Student Transportation Services Specifications

- viii. Saturday Safety Presentations – During the 2017 – 2018 school year, the District scheduled held 18 – two hour sessions of Saturday Safety (behavior) for students and parents; Bidders shall provide pricing per presentation session.
- C. Students shall be picked up and delivered at designated bus stops and shall be picked up and delivered to school in the District’s designated areas.
- D. Classes for students are expected to be held on 172 days and three dry run days for a total of 175 days. The District’s school calendar shall determine the exact number and dates of student attendance days on an annual basis.
- E. Charter schools and year around school calendars will vary from RPS205 school calendar. See attached 2018 – 2019 school calendars.

3. PERSONNEL & STAFFING REQUIREMENTS

The table below represents the current positions in the RPS205 Transportation department.

Full Time Positions	# of Positions
Executive Director, Transportation	1.00
Program Supervisors	4.50
Office Professional Clerical	1.00
Safety Officer	1.00
Dispatcher	1.50
Field Supervisor Transportation	3.00
Dispatcher/Field Trip Supervisor	1.00
Coordinator	1.00
Office Professional Clericals	4.00
Driver Trainer/Dispatcher	1.00
Bus Drivers & Field Trip Drivers	214.00
Vacant Bus Drivers	50.00
Shop Manager	1.00
Bus Prep	9.00
Mechanics	12.00
Parts	1.00
Total Full Time Positions	306.00

Per 105 ILCS 5/10-22.34c, *Third Party Non-instructional Services* the Contractor is required to submit the following information:

RFP 19-16 Student Transportation Services Specifications

- i. evidence of liability insurance in scope and amount equivalent to the liability insurance provided by the school board pursuant to Section 10-22.3 of the School Code;
- ii. a benefits package for the Contractor's employees who will perform the non-instructional services comparable to the benefits package provided to school board employees who perform those services;
- iii. a list of the number of employees who will provide the non-instructional services, the job classifications of those employees, and the wages the Contractor will pay those employees;
- iv. a minimum 3-year cost projection, using generally accepted accounting principles and which the Contractor is prohibited from increasing if the bid is accepted by the school board, for each and every expenditure category and account for performing the non-instructional services;
- v. composite information about the criminal and disciplinary records, including alcohol or other substance abuse, Department of Children and Family Services complaints and investigations, traffic violations, and license revocations or any other licensure problems, of any employees who may perform the non-instructional services, provided that the individual names and other identifying information of employees need not be provided with the submission of the bid, but must be made available upon request of the school board; and
- vi. an affidavit, notarized by the president or chief executive officer of the Contractor, that each of its employees has completed a criminal background check as required by Section 10-21.9 of this Code within 3 months prior to submission of the bid, provided that the results of such background checks need not be provided with the submission of the bid, but must be made available upon request of the Board of Education.

All current wage and benefits information is available on the District's website for all non-administrator transportation employees that participate in the following labor unions:

- i. Bus driver positions participate in the Local 1275 of Council 31 of The American Federation of State, County, Municipal Employees, AFL-CIO. To view the complete bargaining agreement, reference this link:
<http://www3.rps205.com/District/Documents/CollectiveBargainingAgreements/Local%201275%20%20Contract%202013-2016.pdf>
 - ii. Bus maintenance service employees participate in the Rockford Building Maintenance Association. To view the complete bargaining agreement, reference this link:
<http://www3.rps205.com/District/Documents/CollectiveBargainingAgreements/RBMA%20Contract%202013%20Final.pdf>
- A. The following positions/duties will be the responsibility of the Contractor:
- i. Transportation Management
 - ii. Safety Officers
 - iii. Dispatchers
 - iv. Field Supervisor Transportation

RFP 19-16 Student Transportation Services Specifications

- v. Dispatcher/Field Trip Supervisor
- vi. Coordinators
- vii. Office Professional Clerical
- viii. Driver Trainers
- ix. Bus Drivers & Field Trip Drivers
- x. Corner Bus Drivers
- xi. Vacant Bus Driver positions

The District will retain the Executive Director, Transportation, Program Supervisors, and all Bus Maintenance (shop manager, bus prep, mechanics, and parts) positions.

B. Contractor is required to offer available employee positions to qualified school district employees whose employment is terminated because of contract.

C. Contractor will be required to have six Corner bus drivers placed through the school district for 172 school days. In the event a bus breaks down or is in an accident, the Corner Driver must be within a 10 minute response time.

D. The Board of Education and the District's administration shall have the authority to establish policies and rules, respectively, covering the performance of drivers and the conduct of students. The failure of any driver performing under this agreement to obey and enforce all policies and rules established by the Board and the administration with respect to the transportation of students shall be sufficient cause for the removal of such driver from the performance of this contract upon the request of the Board of Education or its appointed representative.

E. The District reserves the right to interview and approve, at its sole discretion, the transportation manager, assistant manager, dispatcher, safety officer, and coordinator that initially serve the school District under the contract. The transportation manager and/or the assistant manager must be on duty between 5:00 a.m. and 7:00 p.m.

F. The District may, following consultation with the Contractor, require dismissal from work any employee they deem incompetent, insubordinate, unsuitable or otherwise objectionable.

G. Personnel furnished by the Contractor will perform the functions included in this contract and shall be employees of the Contractor.

H. The Contractor is required to have sufficient personnel to appropriately service the student transportation needs of the District as specified herein. The District requires a minimum level of management, supervisory, and technical personnel which includes on road supervisor.

RFP 19-16 Student Transportation Services Specifications

I. The Contractor shall provide personnel who are physically and emotionally competent to perform the work required by this contract. All persons employed by the Contractor and any subcontractors employed by the Contractor, shall at all times be under the control of the Contractor while on the premises during their assigned shift.

J. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking such disciplinary actions with respect to their employees as may be necessary.

K. The Contractor shall provide to the Owner evidence of an acceptable Drug and Alcohol Surveillance/Testing Program and with evidence of its compliance with the Drug Free Workplace Act.

L. The Contractor shall not discriminate against any employees or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin, disability or age. Contractor shall have a policy of nondiscrimination and equal employment opportunity and shall take affirmative steps to provide equal opportunity for all persons. Breach of this covenant will be regarded as a material breach of the Contract.

M. The Contractor shall in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or age.

N. Should an employee of the contractor quit or be terminated, it is the responsibility of the contractor leadership team to see that any District property, e.g. bus keys, building keys, be removed from terminated employee before they leave the building on the last day of employment.

O. The Contractor agrees, in addition to the requirement of providing an affidavit that each of its employees has completed a criminal background investigation within three months prior to submission of its bid, as a condition of employment of any individual under the terms of this contract where such individual will be physically present within the District providing the services herein agreed upon, that all such individual employees:

- i. Shall have executed criminal background investigations and driving records investigations 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
- ii. Shall no longer be allowed to perform service for the District under this contract in the event that conviction of one of the offenses listed in Section 10-21.9 of the School Code of Illinois is identified.

RFP 19-16 Student Transportation Services Specifications

iii. Shall no longer be allowed to perform service for the District under this contract in the event that any individual who has been convicted of reckless driving or operating a motor vehicle while under the influence of an intoxicant or controlled substance in accordance to State of Illinois regulations.

P. Costs relating to drug and alcohol testing of drivers and yearly physicals will be the responsibility of the Contractor.

Q. The Contractor shall maintain a sufficient (15% margin over the regular scheduled drivers for daily routes) number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent.

R. In the event of the removal or suspension of any employee, the Contractor shall immediately replace the employee without disruption in service.

S. All transportation personnel (including drivers) shall be required to wear a photo ID badge approved by the District. Additionally, it is important that drivers wear professional attire in accordance with their role. Apparel with holes or inappropriate graphics or wording is not acceptable.

T. The Contractor shall provide adequate dispatch and office personnel based on need and available to the District between the hours of 5:00 a.m. and 7:00 p.m. every day school is in session and any other time that buses are in operation. The District will assign a primary contact person for daily operations and resolution of conflicts and emergencies. The contractor must provide a direct line separate from its published number for the public. This District access number should have the ability to ring generally within the Contractor's office to be answered by on call staff. The contractor must provide a contact person who is available and on duty for communication and service outside of regular scheduled route times while District students are being transported by the Contractor. The contact information for this individual(s) must be provided to the District in advance of transportation services provided outside of regular route schedules.

U. The Contractor will have employees with sufficient experience to maintain the fleet and adequate/appropriate maintenance facilities to meet District requirements. Provide details as to mechanics per bus and vehicles at each location proposed.

V. Drivers must meet the following requirements:

- i. All drivers are subject to all current and future state and federal laws and regulations pertaining to the operation of school buses and to any regulations set forth by the Board of Education.
- ii. Drivers should be persons of ability, character, integrity and fitness, who are acceptable to the School District for which the driver provides services.

RFP 19-16 Student Transportation Services Specifications

- iii. While transporting students, buses shall not be operated by any person other than a licensed school bus driver meeting all requirements set forth by the Illinois State Board of Education and the Illinois Secretary of State.
- iv. The District expects that there will be consistency in drivers assigned to routes serviced under the Contract and that as much as possible the same drivers will be assigned to the same routes on a daily basis.
- v. Drivers shall not use or operate cell phones or use electronic communication devices while transporting students or while in direct supervision of the students. This includes hands free devices.
- vi. Drivers must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois.
- vii. Drivers shall not use indecent language, shall not use tobacco products (including electronic cigarettes and e-vapor products) on the bus or on School District property, nor permit students to use tobacco products (including electronic cigarettes and e-vapor products) or cause disturbances on the bus.
- viii. Prior to the start of the school year, the Contractor shall provide the District with a copy of its drug testing policy for drivers, a listing of the assigned bus drivers, including standby drivers, or as requested by the District. In addition, the Contractor will submit new driver information to the District prior to the driver start date. The following information for all drivers involved in the Contract under employment of the Contractor will be provided to the District one week prior to the beginning of the school year:
 - a. Name – first, middle, and last
 - b. Copies of driver's license
 - c. Proof of age
 - d. Proof of drug testing
 - e. Evidence of having passed the criminal background investigation including a full Illinois State Police and Federal Bureau of Investigation check

W. Contractor shall bear all costs associated with each investigation performed pursuant to this Section, and the District shall not be liable for any such costs. In performing such investigations, Contractor shall strictly comply with the requirements of 105 ILCS 5/10-21.9, and shall indemnify, defend, and hold the District harmless from any and all claims resulting from Contractor's failure to comply in any respect with 105 ILCS 5/10-21.9. In the event any person for whom a background check is performed is found to have committed any of the above-referenced offenses, Contractor

RFP 19-16 Student Transportation Services Specifications

shall immediately prohibit that person from performing any services under the Contract, or otherwise acting in violation of any applicable law.

X. Prior to assigning any driver to perform services under this Contract, Contractor shall provide that person's name, gender, date of birth, social security number, fingerprint images, and other required identifiers to the District, along with a copy of that person's school bus driver permit. Upon notification by the Secretary of State to the Contractor that any such person's school bus driver permit has been suspended or cancelled, the Contractor shall notify the District of the suspension or cancellation within two business days, as required by Section 6-106.11 of the Illinois Vehicle Code, 625 ILCS 5/6-106.11, and shall prohibit that person from providing services under this Contract until satisfactory evidence is provided to the District that the suspension has been lifted or the permit renewed, as the case may be.

Y. The Contractor shall, at its expense, keep on its payroll substitute drivers in a number of no less than 15% of its driving staff. The substitute drivers shall not be assigned permanent routes and will be used to cover bus schedules when a driver is absent. The District reserves the right to ask the Contractor to increase its substitute count.

4. SAFETY & TRAINING REQUIREMENTS

- A. The Contractor will be required to report to the District how your bus drivers are trained, what techniques are used, how long, and how often for each individual employee. Documentation on training must be provided by the successful bidder. This report must be ongoing and a quarterly report provided to the District documenting training by individual employee.
- B. Each bus driver must, at Contractor's sole expense, enroll in and 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 within 45 school days of the completion of the curriculum.
- C. The contractor will be responsible for employee training and discipline in appropriate behavior and conduct. Included among the minimum standards for behavior and conduct for all employees working under the transportation contract with the District are the following specific requirements:
 - i. Employees should avoid excessive attention to a particular student or students, in order to avoid the appearance of impropriety.
 - ii. Employees should limit all verbal communication and physical contact with a student to that which is appropriate to the age and maturity of the student.
 - iii. Social interaction between employees and students should be avoided when the parents or guardians of the students are not present.

RFP 19-16 Student Transportation Services Specifications

- iv. Sexual harassment is not tolerated by the District. No employee is to engage in any form of sexual harassment, including but not limited to making sexual advances, requesting sexual favors or otherwise engaging in verbal or physical conduct of a sexual nature with a District student or adult. Any employee receiving a complaint of sexual harassment from any student about another employee will inform his/her supervisor and the building principal or his/her designee of the complaint as soon as is practical, but no later than the next school day.
- D. The Contractor shall provide, carry out, implement and maintain a comprehensive school bus safety program and student transportation safety program to include:
 - i. By the second week of school, all kindergarten students in all District schools and charter schools must be trained on school bus safety and danger zones.
 - ii. Within the first two months of school, all District and charter students will receive school bus safety training and evacuation drills on school buses.
 - iii. All reports and appropriate documentation needs to be provided to the District.
 - iv. Contractor shall at all times observe and comply with 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 in particular any such laws pertaining to safety.

5. ROUTES & SCHEDULING

- A. The District will prepare and provide detailed student information and routing information.
- B. These routes will be established two weeks before the start of the school year.
- C. Any changes that are presented to a driver by a parent or member of the community will be referred to the District for a decision. Any change the driver feels should be made for convenience must be first approved by the District.
- D. The Contractor, under no conditions, shall change or in any other way modify a bus route, add a bus route, or cancel a bus route, unless a route is or becomes illegally routed, without express permission by the District. Any action of this type will be deemed as a breach of contract by the Contractor.
- E. In the event that bad weather, road conditions or other emergency makes it impossible or impractical to follow the scheduled route, temporary alternate routes may be established jointly by the District and the Contractor to ensure that all students on the effected route are provided transportation service with a minimum of inconvenience. It will additionally be the responsibility of the Contractor to notify the District promptly and in advance of any such route/schedule changes.

RFP 19-16 Student Transportation Services Specifications

- F. No driver will leave a bus stop (student loading/unloading area) prior to the scheduled time of departure.
- G. Contractor shall notify District immediately if any route is running ten (10) or more minutes behind schedule in addition to notify all families impacted by the delay.
- H. The District will prepare and provide to Contractor all bus routes under the Bid.

6. Transition Plan

The successful Bidder shall submit a Transition Plan to the District within 30 days after being notified that it is eligible for the Contract. Such Transition Plan must be approved by the District and any lease for a terminal must be secured prior to any formal award by the Board of Education.

The Transition Plan must include, at a minimum, a hiring of personnel, and the procedures and time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the District's approval of the Transition Plan.

Failure to provide a satisfactory Transition Plan within 30 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

III. GENERAL RULES OF THE DISTRICT

1. The consumption of drugs, or alcoholic beverages by the Contractor's employees, or any subcontractor's employees, shall be prohibited on the Owner's property. The Contractor shall remove from the site, any employee or employee of a subcontractor, who is vulgar, offensive, or who is under the apparent influence of drugs or alcohol, or who otherwise fails to comply with Owner's rules regarding on-site conduct.
2. Firearms, knives, and any other weapons are not allowed on school property. This includes weapons stored in vehicles on District property.
3. Cell phones are only used during breaks and lunch; or emergency situation. Cell phones are not to be used as a time piece or clock. Cell phones are not to be out, visible, or in view in the driver's area.
4. The contractor shall comply with all applicable laws, regulations and rules promulgated by the federal, State, county, municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract. Included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Intrastate Commerce Commission regulations,

RFP 19-16 Student Transportation Services Specifications

Worker's Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product Safety Act, the Illinois School Code and the Illinois Motor Vehicle Code.

5. The District reserves the right to assign District personnel to ride the bus to supervise student behavior or to provide assistance to students. If District personnel are assigned to ride a bus, the Contractor shall arrange to have the bus driver pick them up and drop them off if required by the District.

6. **SPECIAL CIRCUMSTANCES**

- A. Should the successful Contractor be unable to provide transportation service as a result of any act of God, civil disturbance, fire, riot, war, picketing, strike, labor dispute, governmental action, or any condition, or cause beyond Contractor control, the District shall have the right to take over the operation of buses used in performing the contract and may operate such buses with District personnel or other persons as the District may deem appropriate, provided such persons are properly licensed to drive a school bus in the state of Illinois until Contractor is able to resume its regular operation. The District shall pay to the Contractor for the use of such buses the compensation which would be due in accordance with the agreement to operate service, less reasonable expenses and cost incurred in securing services of operating personnel and other such reasonable cost of operation; provided, however, that the District's deduction of such cost and expenses shall not exceed the difference between the total compensation paid to Contractor for such buses less
- B. Contractor fixed cost of operation. The District would expect to sign a lease should the District utilize the Contractor's vehicles and shall provide proof of adequate insurance that would include property damage, and personal injury insurance. In the alternative, the District shall have the right to secure and substitute other transportation services. If the cost of substitute transportation services are higher than the Contractor's costs (as agreed upon in the contract), then the Contractor agrees to pay the difference between the Contractor's charges and the charges of the substitute transportation company.
- C. In the event of severe weather conditions, strikes, or conditions beyond Contractor's reasonable control, Contractor shall notify the Transportation Director and request permission to interrupt service. Decisions by the Superintendent shall be final.
- D. If schools serviced by the vehicles are closed on any day or days because of weather conditions or other emergency, notice will be given by the Superintendent of the District (or his/her designee) of cancellation of service to Contractor by telephone or otherwise, before 5:00 a.m. for such days. If notice is given after 5:00 a.m., then one half (1/2) of daily rate shall be due Contractor for each bus driver unit affected.
- E. In the event of an accident involving a Contractor-vehicle in service to the District, the Contractor shall immediately notify the Executive Director of Transportation first by telephone and then by written report, giving all information known at the time. Contractor is responsible in the event of any accident to follow established procedures, including the prompt procurement of

RFP 19-16 Student Transportation Services Specifications

any necessary medical assistance and the notification of the appropriate police department. Contractor shall provide a complete list of passengers and their seated location at the time of the accident and a copy of the accident report to the **Executive** Director of Transportation. The contractor will notify parents of all students involved in the accident. The District reserves the right to have that vehicle removed from further service pending an inspection by a mechanic or safety expert of the District's choice with the cost to be borne by the District.

IV. PENALTIES

The Contractor selected agrees that the highest standards of delivery service are expected to be provided to the District at all times during the term of the contract.

The District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of the contract. By accepting the contract, the Contractor agrees that in the event of the specific service violations listed below, that sums listed under each occurrence may be withheld from the next subsequent payment due to the Contractor.

Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided the Contractor provides reasonable notice to the District's Transportation Office of the event. The Executive Director of Transportation or designee will determine if the Contractor's reason for the service violation is valid. The Executive Director will utilize current service expectations when assessing penalties.

1. Late AM drop-off at school program site not to exceed **\$100 per occurrence**, at the discretion of the District's Executive Director of Transportation. Late is 10 minutes or greater. Exceptions that will be considered are weather, daily construction, breakdowns depending on who Bid A or B.
2. Late PM arrival at school site not to exceed **\$100 per occurrence**, at the discretion of the District's Executive Director of Transportation. Late is 10 minutes or greater. Exceptions that will be considered are weather, daily construction, breakdowns depending on who Bid A or B.
3. Late pickup for activity and field trip bus route (athletics, field trips etc.) later than 15 minutes than scheduled departure time and/or late drop off for activity bus and field trip routes later than 15 minutes than scheduled arrival time not to exceed **\$100 per occurrence**, at the discretion of the District's Executive Director of Transportation.
4. No service to or from a regularly scheduled route **no daily bus route charge, not to exceed \$100 per occurrence**, at the discretion of the District's Executive Director of Transportation.
5. Leaving a child on a bus after the Contractor has completed the last stop not to exceed **\$2,500 per occurrence and termination of employee**, at the discretion of the District's Executive Director of Transportation.

RFP 19-16 Student Transportation Services Specifications

6. Non-operation camera/video system not fixed within 48 hours not to exceed **\$100 per occurrence** penalty, at the discretion of the District's Executive Director of Transportation.
7. Non-operation Bus GPS system not fixed within 48 hours not to exceed **\$100 per occurrence**, at the discretion of the District's Executive Director of Transportation.
8. Responding to District emails and request for video review: It is necessary that the Contractor respond to all District email and requests for video review expeditiously. The District may impose liquidated damages in the amount of **\$50.00 per occurrence** when the Contractor fails to respond via email within 24 hours to any complaint, question, or request sent to the Contractor by email from a District representative. At no charge to the District, Contractor shall provide any records requested by the District to comply with any Freedom of Information Act request received by the District.
9. If the District must hire the service of others because of the failure of the Contractor to provide any service under this contract, The District may charge the Contractor the cost incurred by the District for the substitute service (not to exceed 150% of the amount the Contract) that would have been paid for such service if the Contractor had performed the service.

Should the District be required to perform or obtain substitute services that the Contractor should have performed but was unable or willing to perform, the District will be entitled to receive from the Contractor either reimbursement from the Contractor or credits against amounts owed by the District to the Contractor, as the District may choose.

V. BID SUBMITTAL REQUIREMENTS

1. SUBMITTAL REQUIREMENTS

The successful firm shall demonstrate an ability to work in coordination and communicate effectively with a variety of decision-makers, i.e., Board of Education, Superintendent, Cabinet, Staff and Community members.

The bid response must include all the following information and answer all questions asked. Please make sure that all categories are in order as they are listed below in your submission. **Failure to include all of the required information WILL result in disqualification of the bidder.**

Submittal packages should include one original bid response and PDF version of the bid response and all signed forms on CD or flash drive. Each Bid must adhere to the structure outline (tabs) as follows:

A. Bid Offer Forms

Bids are to be submitted on the enclosed bid form only. A ROUTE shall be defined as a round trip transporting students to and from school. A RUN shall be defined as either a pick-up "run" or take-home "run." As such, a ROUTE is as a combination of a pickup run and a take-home run.

RFP 19-16 Student Transportation Services Specifications

- i. Bidders are required to submit the following Bid Offer Forms: Base Bid
- ii. Bids are to reflect a cost breakdown for:
 - a. For a 3-year cost projection, using generally accepted accounting principles and which the Contractor is prohibited from increasing if the bid is accepted by the school board, for each and every expenditure category and account for performing this contract.
 - b. Buses on Routes - per bus, per day, for 71 passenger capacity buses. This includes bus runs made in the event of early dismissal as a result of adverse weather conditions, other emergencies, or planned half-day workshops, parent-teacher meetings, etc. that would be considered replacement runs or additional runs.
 - c. Noon Routes – per bus, per day.
 - d. Activity Runs - per bus, per day, per run charge to be made for activity buses. They operate one to five days per week and possibly for only a portion of the school year. The schedule of activity buses is subject to change and/or cancellation.
 - e. Field Trips – per mile and per hour charge.
 - f. Summer School Routes - A per bus, per day charge for 71 passenger capacity buses.
 - g. Special Runs – per mile and per hour charge.
 - h. Bus Safety/Student Training - per hour charge.

B. Required Forms & Documents - The following required forms and documents must be included in this section:

- i. Bid Offer Form
- ii. Second page of General Conditions and Instructions for All Bids Form
- iii. Bid-Rigging Certification
- iv. Minority and Women Owned Business Form
- v. Certification Regarding Debarment Form
- vi. Certificate Regarding Lobbying Form
- vii. OFAC Compliance Form

RFP 19-16 Student Transportation Services Specifications

- viii. Vendor Conflict of Interest Disclosure Form
 - ix. Hold Harmless Agreement
 - x. Form W-9 Department of the Treasury Internal Revenue Service
 - xi. Bidder's Certification(s)
 - xii. Bid Bond
 - xiii. Evidence your company is appropriately licensed or certified to do business in the State of Illinois
 - xiv. Proof of Bondability for Performance Bond
- C. **Cover Letter/Letter of Interest** – Provide a cover letter/letter of interest of not more than one page. This document shall include the legal name of your firm, address, telephone numbers, fax number, and name of Principal to contact.
- D. **Firm Organization, Credentials, Background** – Please provide a brief history of firm including background information, resumes, organization chart, Company profile, ownership information.
- i. Number of years in business.
 - ii. Organization and size of the offeror.
 - iii. A list of names of all the owners of the company or principals of the corporation.
 - iv. Location of office which will perform the work and number of professional staff by staff level employed at that office.
 - v. Name of contract/general manager that will be directly responsible for the school district's transportation services.
 - vi. If available at time of bid submission, list the names, titles, address, phone number and specific responsibility for contract management team members planned to service the contract. Include detailed resumes, with experience, educational background, and references for each. If final contract management team member information is not available at bid submission, the final information no later than 30 days prior to the start of the contract.
- E. **Bidder's Qualifications** - In this section, Each Bidder should furnish, as part of its bid, a complete description of its experiences in the field of transportation services. In addition, the following should be included at a minimum:

RFP 19-16 Student Transportation Services Specifications

- i. Bidders must provide evidence that they are appropriately licensed or certified to do business in the State of Illinois.
- ii. Bidders must confirm that they operate in compliance with HIPAA, FERPA and all other legal requirements.
- iii. Describe your current and past experience providing similar services at similarly sized school districts or other institutions. Transportation services should include experiences in operating a special needs transportation system.
- iv. A list of all other districts in the State of Illinois that bidder is in the process of supplying transportation for as well as special education transportation at the present time.
- v. Financial Information - Bidder professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Financial Reporting Standards (IFRS) for the past two years, prepared and signed by an independent certified public accountant.

These statements must contain financial information specific to the bus company that is proposing on these Contracts, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

All financial statements and qualifying documents must include the actual company/entity submitting the Bid as well as any related or affiliated companies that actively participate in providing any of the transportation services.

- vi. Insurance Information: The Bidder must provide proof, along with the completed Bid package, that it can provide the expected insurance coverage as outlined in these Bid documents. This proof can be in the form of a certificate of insurance naming the Rockford Public School District 205 as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company, guaranteeing what types and levels of coverage they will provide in the event the Bidder is awarded the Contract. The types and levels of coverage must, of course, meet or exceed the required levels in the Bid specifications.
- vii. Provide the company-wide accident rate per 100,000 miles and list preventable accidents with cumulative damages exceeding \$50,000.

F. Relevant Experience - Please provide a list of up to five of the most recent clients of similar scope and size including:

RFP 19-16 Student Transportation Services Specifications

- i. Client Name (District Name)
- ii. A description of recent (within the last three years) experiences with governmental and K-12 urban educational clients.
- iii. Provide a minimum of four K-12 educational client references for which other school district have purchased similar services from you within the last three years. Ensure you include:
 - a. District Name and address
 - b. Contact Name and telephone number
 - c. Identify project for referral
 - d. Number of employees
 - e. Effective and Term dates

G. Bidder's Disclosures

- i. Identify all contracts that have been terminated in the past five (5) years due to unsatisfactory performance.
- ii. Identify all litigation and pending litigation that you are currently involved in, or have been involved in during the past five (5) years including the case number and name, jurisdiction of the court, and summary of the case.
- iii. Identify all judgments assessed against you during the past five (5) years, including judgments involving any governmental agency as well as any outstanding judgments and liens that could result in financial loss to the Bidder, must be included with the Bid.
- iv. Indicate whether the owner, any parent or predecessor, or any related entities or principal(s) of the organization or owner have ever filed for bankruptcy and, if so when and the case title and docket number. RPS205 reserves the right to reject any Bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be supplied with the Bid.
- v. A statement as to whether the Bidder, any related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be supplied with the Bid.

RFP 19-16 Student Transportation Services Specifications

- vi. Indicate whether you or any corporate officers have ever been charged with fraud or disqualified from a bid or RFP process, and, if so, describe the circumstances.
- vii. Indicate whether you are currently serving probation resulting from any transportation related breach, oversight or failure to comply with State law, or have served such probation within the past two (2) years and, if so, describe the circumstances; and
- viii. Indicate whether you have ever received notice from any state Department of Public Safety or similar entity alleging a violation of regulations regarding student transportation or school bus operations and, if so, describe the circumstances and provide a copy of the notice.
- ix. A composite of information about the criminal and disciplinary records, including alcohol or other substance abuse, Department of Children and Family Services complaints and investigations, traffic violations, and license revocations or any other licensure problems, of any employees who may perform services under this contract, provided that the individual names and other identifying information of employees need not be provided with the submission of the bid, but must be made available upon request of the school board.
- x. An affidavit, notarized by the president or chief executive officer of the third party, that each of its employees has completed a criminal background check as required by Section 10-21.9 of this Code within 3 months prior to submission of the bid, provided that the results of such background checks need not be provided with submission of the bid but must be available upon request of the District.

H. Management Plan – In this section, the offeror should include the following information:

- i. A complete staffing plan for servicing the contract to include all positions and number of positions for each title. The following information **MUST** be included:
 - a. A list of the number of employees who will provide the transportation services, the job classifications of those employees, and the wages the Contractor will pay those employees, and
 - b. A benefits package for the Contractor's employees who will perform the transportation services comparable to the benefits package provided to school board employees who perform those services.
- i. Describe how your company will manage the work. If your firm is out of town, address how you will make arrangements to have your staff on-site and how frequent.
- ii. Personnel and Safety – Description of driver safety programs; training information; customer service.

RFP 19-16 Student Transportation Services Specifications

- a. Explain how your bus drivers are trained, what techniques are used, how long, and how often for each individual employee. Documentation on training must be provided by the successful bidder. This report must be ongoing and a quarterly report provided to the District documenting training by individual employee.
- iii. Describe how your firm will communicate with district personnel throughout the project.
- iv. Miscellaneous – Any descriptive information that describes capabilities or value added services.

IMPORTANT: All questions or clarification requests regarding this IFB are to be directed to the **District's Director of Purchasing, Dane Youngblood, via email to purchasingdeptstaff@rps205.com.**

IFB No. 19-16 Student Transportation Services - Rebid_____
Company Name**BID OFFER FORM****BID SUBMITTED BY:**_____
Company Name_____
Company Officer Typed Name & Title_____
Address_____
City, State & Zip Code_____
Phone No._____
Fax No._____
E-mail_____
FEIN_____
Company Officer Signature (*required*)_____
Date

BUSES ON ROUTES							
					2019 - 2020	2020 - 2021	2021 - 2022
ITEM No.	DESCRIPTION	# OF BUSES	AM	PM	UNIT COST \$ Per Bus Per Day	UNIT COST \$ Per Bus Per Day	UNIT COST \$ Per Bus Per Day
1A - REGULAR SCHOOL YEAR BUSES ON ROUTES - Daily buses on route for 176 Days 2-tier							
1	Daily Buses on Routes	134	2	2			
2	Daily Buses on Routes	15	3	2			
3	Daily Buses on Routes	10	2	3			
4	Daily Buses on Routes	7	2	1			
5	Daily Buses on Routes	2	3	3			
6	Daily Buses on Routes	4	1	3			
7	Daily Buses on Routes	13	1	2			
8	Daily Buses on Routes	3	2	4			
9	Daily Buses on Routes	2	1	1			
Estimated 3 tier Bus System							
10	Daily Buses on Routes	168	3	3			
11	Daily Buses on Routes	58	2	2			
12	Daily Buses on Routes	10	1	1			
2A - NOON ROUTES - Daily 6 sites w for 175 days							
13	Noon Daily Buses on Route	21		1			
14	Noon Daily Buses on Route	2		2			

IFB No. 19-16 Student Transportation Services - Rebid

Company Name

BID OFFER FORM

3A - ACTIVITY RUNS - Daily activity runs for 150 days.							
15	Daily Activity Bus Routes	67		1			
4A - SUMMER SCHOOL BUSES ON ROUTE - 20 days to 9 locations							
16	Summer School buses on route	38	1	1			

5A - FIELD TRIPS - Per Mile and Per Hour, 3549 field trips in 2017 - 2018									
				2019 - 2020		2020 - 2021		2021 - 2022	
ITEM No.	DESCRIPTION	PER YEAR	HOURS PER YEAR	COST PER MILE	COST PER HOUR	COST PER MILE	COST PER HOUR	PER MILE	COST PER HOUR
17	71/72 Passenger Buses	165,460	14,566						
18	Wheel Chair Buses	4,765	341						

6A - BUS SAFETY & STUDENT TRAINING AND STUDENT REGISTRATION									
				2019 - 2020		2020 - 2021		2021 - 2022	
ITEM No.	DESCRIPTION	# OF DRIVERS	TOTAL HOURS	COST PER DRIVER	COST PER HOUR	COST PER DRIVER	COST PER HOUR	COST PER DRIVER	COST PER HOUR
19	Bus Safety & Student Training	25	1,250						

7A - SATURDAY SAFETY PRESENTATIONS						
				2019 - 2020	2020 - 2021	2021 - 2022
ITEM No.	DESCRIPTION	# OF PRESENTATIONS		COST PER PRESENTATION	COST PER PRESENTATION	COST PER PRESENTATION
20	2 Hour Saturday Safety Presentations	18				

8A - SPECIAL RUNS & SHUTTLES- Per mile and Per Hour for 176 days									
				2019 - 2020		2020 - 2021		2021 - 2022	
ITEM No.	DESCRIPTION	MILES PER DAY	HOURS PER DAY	COST PER MILE	COST PER HOUR	COST PER MILE	COST PER HOUR	PER MILE	COST PER HOUR
21	Special Runs - 6 buses on route daily	72.40	16.72						
22	Shuttles - 5 buses on route daily	43.14	6.24						

Exhibit A

Contract

EXHIBIT A

Sample Contract

STUDENT TRANSPORTATION SERVICES AGREEMENT

THIS STUDENT TRANSPORTATION SERVICES AGREEMENT, (the “Agreement”) is entered into this ____ day of _____, 2019 (the “Effective Date”) by and between the Board of Education (the “School Board”) of Rockford Public Schools, District 205 (the “School District” or “District”), an Illinois school district, whose address is 501 Seventh Street, Rockford, Illinois 61104, and [Successful Bidder] (“Contractor”), a _____ corporation, with its headquarters at _____. The School Board and Contractor shall each be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, pursuant to Section 10-20.21 of the Illinois School Code, the School Board may enter into a contract for the transportation of pupils with the lowest responsible responsive bidder after due advertisement; and

WHEREAS, in order to ensure a competitive price for student transportation services, and to address some operational issues, the District Administration made the decision to seek competitive bids; and

WHEREAS, Bid Documents were sent to prospective bidders and advertised on _____, 2018, and a mandatory pre-bid meeting was held on _____, 201____; and

WHEREAS, on _____, bids were publicly opened and read aloud at the District 205 Office at which time the District opened the bids received; and

WHEREAS, on _____, 2019, the School Board declared that _____ was the lowest responsible and responsive bidder to the request for student transportation services and authorized the Administration to enter into contract negotiations with _____ consistent with the Bid Documents dated December ____, 2018, and as modified and corrected on _____, 2019; and

WHEREAS, the Parties now desire to enter into this Agreement whereby Contractor agrees to provide the Student Transportation Services in accordance with the Contract Documents and the School District agrees to the obligations set forth therein.

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

1. DEFINITIONS.

The following terms shall have the following meanings where used in the Contract:

“Bid Documents” - the Advertisement for Bids, Bid Requirements, Bid Proposal Form, Bidder Certifications, Instructions to Bidders, Bid Specifications/Minimum Contract Requirements, Price Pages, and all attachments, exhibits, and amendments thereto.

“Board”, “Board of Education”, or “School Board” - the Board of Education of Rockford Public Schools, District 205.

“Field Trips & Charters” - bus trips to transport students from District schools to other venues within or out of the District.

“Contract” - the complete and integrated agreement between Contractor and the School Board and consisting of the Contract Documents.

“Contract Documents” - the Bid Documents, the Contractor’s Proposal, and this written Agreement between Contractor and the School Board, including any amendments and modifications, and any other documents reasonably required by the School District.

“Contractor” – [Successful Bidder]

“District” or “School District” – Rockford Public Schools, District 205.

“Extended School Year” or “Summer School” - that period of time when classes are called into session after the regular closing of school and before the opening of the following school year.

“Midday Route” - at midday, the delivery of AM session students home and the pick-up of PM session students.

“Monitor” - an individual who rides on the bus with the driver to assist the students/driver as required.

“Price Pages” - that part of Contractor’s Proposal where it specified its pricing for the Student Transportation Services.

“Proposal” - the entirety of Contractor’s submittal, including without limitation the completed Proposal Form, Bidder Certifications, and Price Pages.

“Route” - a combination or series of bus runs and/or shuttle runs that make up a driver’s daily work package and includes the daily pick-up and delivery of a group of students on an assigned bus from home to school in the AM or from school to home in the PM. Regular Routes do not include Midday Routes.

“Run” - a sequence of bus stops where the bus begins at zero load and ends at zero load. A bus run terminates at a school or facility on an inbound run and begins at a school or facility on an outbound run.

“School Calendar” - the official calendar adopted by the Board of Education listing all attendance days, holidays, half days, etc. The School Calendar normally consists of 176 attendance days and 3 dry run days. Based upon weather or other conditions, the calendar

may change/fluctuate from what was originally intended. The School District reserves the right to modify the School Calendar from year to year.

“State” - State of Illinois.

“Student Transportation Services” - the services required by the Contract Documents, including all personnel, vehicles, and equipment necessary to transport School District students to and from school each day on time and to such other places as designated from time to time by the School District.

2. **THE CONTRACT.**

(a) **Incorporation of Documents By Reference.**

The object of this Agreement is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Agreement, the Bid Documents, Addenda, if any, the Proposal, and other related documents.

(b) **Order of Precedence.**

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

- (i) This Agreement;
- (ii) The Bid Documents and Addenda (If Any), attached hereto and labeled as Exhibit A; and
- (iii) The Contractor’s Proposal (including the Proposal Form, Bidder Certifications, and Price Pages), attached hereto and labeled as Exhibit B.

The Contract Documents are intended to complement each other. Accordingly, the Contractor shall provide the Student Transportation Services in accordance with each and every part of the Contract Documents. To the extent that the terms and conditions of the Contract Documents are in conflict, said conflict shall be resolved in favor of the order of the Contract Documents, from (i) to (iii), listed above. 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.

(c) **Compliance with Public Act 95-241.**

Public Act 095-0241, signed into law on August 17, 2007, amended §10-22.34c of the School Code (105 ILCS 5/10-22.34c) and outlines additional requirements for school districts that choose to contract with a third party for non-instructional services (such as transportation) **currently performed by any employee or bargaining unit member.**

Contractor, at its sole expense, must take any action needed to comply with the requirements of 105 ILCS 5/10-22.34c, including without limitation: adjusting wages and benefits as needed; or providing any documentation or information needed. Said actions

by a Contractor shall be deemed to have been taken at the time of Contractor's submission of its Bid and shall be incorporated into its Bid as if fully stated therein.

Contractor further agrees to defend, indemnify, and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assignees, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, as a result of Contractor's failure to comply with the requirements of 105 ILCS 5/10-34c, if applicable.

(d) Compliance with Revenue Procedure 97-13.

The Parties intend that this Agreement and the Contract comply fully with Revenue Procedure 97-13 so as not to create a private business use of tax-exempt bond financed facilities. However, if the Internal Revenue Service ("IRS") or any judicial, quasi-judicial, or administrative agency determines this Agreement or the Contract is not in compliance with Revenue Procedure 97-13, the Parties agree to take such action as is necessary to amend or otherwise make this Agreement and Contract in compliance with Revenue Procedure 97-13. Such action shall be deemed to have been taken at the time and effective date of this Agreement.

3. **TERM.**

The term of this Agreement shall commence on **July 1, 2019** and continue through **June 30, 2022**, unless earlier terminated by either party as otherwise expressly permitted by this Contract. This Contract may be extended for two (2) additional one year periods upon written notice to the Contractor by the School District at least thirty (30) days prior to the expiration of the current term. The School District reserves the right to temporarily extend this Agreement for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

Notwithstanding the above, the School District's obligation under this Agreement is contingent upon the availability of budgeted funds from which payment for the contract purposes can be made. No legal liability on the part of the School District for any payment may arise until funds are made available for this Agreement.

Further notwithstanding any other provision in this Agreement to the contrary, in the event that an order is issued by any administrative agency of the State of Illinois or by any court having jurisdiction prohibiting the School District from complying with its obligations under this Agreement, including but not limited to hiring a third party service to provide the Student Transportation Services described herein, then the School District shall have the option in its sole discretion to terminate this Agreement immediately or to elect to continue to operate the Student Transportation Services through the use of District personnel and receive a credit from Contractor to be applied towards the compensation due to Contractor as outlined in the Price Pages in an amount equal to all costs of employing the District personnel to provide the Student Transportation Services.

4. **GENERAL SCOPE OF SERVICES.**

The Contractor shall transport the School District's students to and from school on time each day when school is in session, and to such other places as designated from time to time by authorized School District personnel, in a safe, convenient, efficient, and cost effective manner and in conformance with the Contract Documents. Such services may include without limitation transportation to and from athletic and extra-curricular events, field trips, and educational or vocational facilities.

In addition, Contractor shall, at no additional cost to the School District, provide adequate personnel upon request during non-school hours to move buses while the School District removes snow and ice from its bus parking and storage facilities.

5. **FIELD TRIPS & CHARTERS.**

Contractor shall operate school buses on behalf of the School District for Field Trips & Charters. Contractor shall guarantee the School District the availability of sufficient drivers to satisfy School District requirements. However, the School District reserves the right to look to other available sources should the need exist.

6. **PERSONNEL.**

(a) **Adequate Personnel.**

The Contractor shall supply all personnel necessary to provide the Student Transportation Services on time, including without limitation adequate bus drivers, monitors, substitutes, supervisors, dispatchers, safety personnel, and office personnel. It is the School District's expectation that buses arrive on the times indicated on the School Start Times 2017-18 Schedule – as these times are identified by the principals as required for school breakfast programs and for each subsequent year, the Start Times published for that year.

The Contractor shall provide a detailed explanation of the structure and chain of command and job descriptions for all proposed personnel. The Contractor shall provide the School District with resumes of the general manager/director, assistant manager/director, driver/safety supervisor(s), dispatchers, and other office personnel.

Office personnel, including but not limited to the general manager/director, assistant manager/director, driver/safety supervisor(s), and dispatchers, shall not drive a bus or be a monitor on a bus except in an emergency situation (e.g. to remove a bus from the scene of an accident). These positions are vital to providing safe, convenient, efficient, and cost effective Student Transportation Services, and should not be diminished by the lack of planning for an adequate number of bus drivers or monitors. The Contractor will provide the School District with information, as part of its monthly Transportation Report, of all office personnel who have driven a bus or been a monitor on a bus during the previous month and the corresponding dates and times, routes, and reasons necessitating driving or monitoring.

(b) **Qualifications and Background Check.**

The Contractor shall employ only qualified and properly licensed employees who shall be required at all times to exercise the highest degree of care and to observe and comply with all laws, ordinances, rules and regulations pertaining to the operation of school buses. The Contractor shall provide qualified monitors for buses as requested by the School District. The School District shall have the right to request removal and/or reassignment of any driver or monitor at any time.

The Contractor shall ensure that a fingerprint-based criminal history records check is completed for all of Contractor's employees pursuant to 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1, and that all requirements of 625 ILCS 5/6-106.1 are met. The Contractor shall submit the following information to the District for all of Contractor's employees at least 15 days prior to the first day of school each school year and before the first day of work for all new employees:

- (1) Legal name and home address;
- (2) Driver's CDL number and school bus driver's permit number;
- (3) Evidence that the employee has successfully passed drug and alcohol screening;
- (4) Evidence that the employee has successfully completed a fingerprint-based criminal history records check in accordance with 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1 and that the employee is not listed on the Illinois Sex Offender Database or the Illinois Child Murderer and Violent Offender against Youth Database or otherwise disqualified from possessing a school bus driver permit pursuant to 625 ILCS 5/6-106.1; and
- (5) Bus route and number.

The Contractor shall keep such information current and notify the School District in writing when there are any changes to such information. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed herein or who appear in the noted databases shall not be permitted at any time to be present on school grounds. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this Section is a material breach of this Agreement.

Contractor shall defend, indemnify, and hold the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, and successors and assignees, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including attorneys' fees and expert witness fees, arising out of or in connection with any violation of, or Contractor's failure to comply with, the requirements of 105 ILCS 5/10-21.9 and 625 ILCS 5/6-106.1. Contractor shall be responsible for all costs and expenses associated with the above-required fingerprint-based criminal history records checks. 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".

(c) Substitutes.

Contractor shall ensure that enough substitutes are available to provide the Student Transportation Services on time each day, taking into consideration the number of runs and route combinations per day, weather forecasts, and previous absenteeism on certain days and at certain times of years. At least 15% of the Contractor's total number of drivers shall be substitute drivers. Substitute drivers and monitors shall be familiar with the School District's routes. Substitute drivers shall not be assigned permanent routes but will be used to cover other driver routes when a driver is absent. The District reserves the right to ask the Contractor to increase the number of substitute drivers if the need exists.

(d) Safety Personnel.

The Contractor shall provide adequate safety personnel, such as Safety Director, Road Supervisors, and Trainers to properly oversee the District's operation.

(e) District Personnel.

The District reserves the right to assign District personnel to ride the bus to supervise student behavior or to provide assistance to students. If District personnel are assigned to ride a bus, the Contractor shall arrange to have the bus driver pick them up and drop them off if required by the District.

(f) RBMA Personnel.

Notwithstanding anything to the contrary in this Agreement, Contractor shall pay to the District such sums as necessary to cover the full expense to the District for employing the certain employees (i.e. pay and benefits) who work in the Transportation Department who are members of either RBMA or EOPA until June 30, 2022.

(g) Nondiscrimination; Equal Employment Opportunity.

Contractor shall comply with a policy of nondiscrimination and equal employment opportunity for all persons and shall take affirmative steps to provide equal opportunity for all persons. Contractor shall not discriminate against members of the public, any employee, or any applicant for employment because of race, color, religion, sex, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, or unfavorable discharge from military service. Contractor shall comply with the Illinois Human Rights Act and all the regulations of the Illinois Department of Human Rights (the "Department") as required for public contracts including the following:

- (1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

- (2) Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;
- (3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;
- (4) Have written sexual harassment policies that shall include, 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) Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Illinois Human Rights Commission (the "Commission"); (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

(h) Prevailing Rate of Wage.

The Contractor shall comply with all statutes, both Federal and State, governing payment of wages to employees. The Contractor will pay the prevailing rate of wage in the Winnebago County, Illinois area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. Effective January 1, 1990, an amendment to the State of Illinois Prevailing Wage Act requires that if, during the course of work under this Agreement the Department of Labor revises the prevailing rate hourly wages to be paid under this Agreement for any trade or occupation, the School District will notify Contractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract pricing.

(i) Other Requirements.

All transportation personnel (including drivers) shall be required to wear a photo ID badge approved or issued by the District. The Contractor will work with the School District to develop an acceptable dress code for drivers and monitors. Acceptable standards would include, but are not limited to collared shirt or a vest.

The School District shall provide adequate office space, upon consultation with Contractor, at the School District facility located at 2000 Christina Street, Rockford, Illinois 61104 for the Contractor's supervisory personnel, including but not limited to dispatchers, supervisors, and management, at no additional cost to the Contractor.

7. SERVICE QUALITY/ASSURANCE.

It is recognized that service to the School District and its patrons is the essence of the Contract and to that end the Student Transportation Services provided by the Contractor shall be regularly monitored. The Contractor shall prepare and submit to the School

District a monthly “Transportation Report”. This report shall outline specific levels of operation; number of buses, routes, runs, drivers, monitors, students transported, route miles, miles per gallon, number of accidents, late buses, on-time arrival percentage, student discipline referrals, complaints received and their reconciliation, as well as outline any service issues along with actions and recommendations.

On a quarterly basis, the Contractor shall submit to the School District the following reports: office staffing, on-time percentage, number of substitutes, safety drills and training.

At least twice per school year (during the second quarter and fourth quarter of the school year), the Contractor shall provide the School District with quality assurance surveys for the School District to send out to all buildings and families served. The School District and the Contractor shall jointly design such surveys. Such survey results will be shared by the School District with the Contractor and the Contractor shall make good faith efforts to improve survey results.

8. **COMMUNICATIONS.**

(a) **General Communications.**

Creating and maintaining good communications between the Contractor and the School District administration, parents, and students is vital to a safe, convenient, efficient, and cost effective student transportation operation. School District administrators, parents, and students should not have to learn about bus accidents, discipline issues on the bus, late buses, or other bus problems from a third party. Accordingly, the Contractor shall ensure that at all times the Contractor is providing Student Transportation Services the Contractor has a designated person or persons available who is responsible for communicating with School District administrators, parents, and students regarding transportation issues or concerns. Such person(s) shall be knowledgeable about District routing and dispatching, transportation safety and laws, and District policies and procedures.

The Contractor shall notify the District administration, school administration, and parents prior to the first student attendance day each school year of the name, address, phone number, and email address of the designated person(s).

The designated communications person(s) shall greet administrators, parents, and students in a friendly, non-confrontational tone and seek to answer questions in a time sensitive manner. In addition, the designated communications person(s) shall be responsible for notifying School District administration, including school building administration, whenever required under the Contract.

(b) **Accidents.**

Should an accident ever occur, the Contractor shall immediately notify designated District personnel by multiple means, first by telephone and then by written report, giving all information known at the time. Notification required by this Section shall be deemed insufficient until the Contractor has verified that the designated District personnel have received actual direct notice of the accident. Voicemail shall not constitute sufficient

notification of an accident. In addition, the Contractor shall promptly procure any necessary medical assistance and shall promptly notify local law enforcement as soon as possible following an accident and shall be available by phone. The Contractor shall submit to the School District, within 24 hours, a detailed written report of the accident with such information requested by the School District, which shall include but not be limited to a complete list of passengers and their seated location at the time of the accident and a copy of the accident report. The Contractor will notify parents of all students involved in the accident.

(c) Late Buses.

The safety and education of District students is a top priority of the District. Every minute a student is late to school is a minute the student could have received additional education. In addition, the District must comply with its responsibilities under the Individuals with Disabilities Education Act (“IDEA”) and state law with respect to the number of minutes it must educate students with disabilities each day.

It is the School District’s expectation that buses arrive on the times indicated on the School Start Times 2019-20 Schedule – as these times are identified by the principals as required for school breakfast programs and for each subsequent year, the Start Times published for that year. The Contractor shall notify the appropriate school administrators and designated District administrators whenever any bus is known or anticipated to be more than ten (10) minutes late in picking-up or dropping-off students at a school.

In addition, it is the School District’s further expectation that the Contractor pick-up and drop-off students at their designated bus stops on time each day. Families of District students plan their work schedules and daily lives around scheduled pick-up and drop-off times. Accordingly, the Contractor shall notify the appropriate school administrators and designated District administrators whenever any bus is known or anticipated to be more than ten (10) minutes late in picking-up or dropping-off students at their designated bus stop. The Contractor shall ensure a system is in place requiring bus drivers to notify dispatch whenever they are more than ten (10) minutes late in picking-up or dropping-off students at their designated bus stop. The system shall provide for further notification by bus drivers to dispatch and the Contractor to the appropriate school administrators and designated District administrators whenever the bus becomes more than thirty (30) minutes late or longer from scheduled pick-up and drop-off times. The Contractor shall take further steps to mitigate late buses.

The Contractor shall provide to the School District a report each month, as part of its monthly Transportation report, of the buses that were late the preceding month by fifteen (15) minutes or more, the dates and times they were late, the amount of time they were late, and the steps being taken to mitigate them being late in the future.

(d) Other Reports.

Using the form provided by the District, the Contractor shall report to the District each month whether certain designated students ride the bus to and from school each day. The

District intends to use this report for purposes of seeking Medicaid reimbursement, so it is vital the Contractor verifies the report is accurate.

The Contractor shall submit such other reports as may from time to time be requested by the School District. Such reports shall be on such forms as may be furnished or prescribed by the District. Records sufficient to confirm the accuracy of all such reports shall be kept by the Contractor and made available for inspection by the School District at all reasonable times for one (1) year after the submission of each report.

9. **STUDENT DISCIPLINE.**

All buses used by the Contractor to provide the Student Transportation Services shall be operated in a safe manner at all times, no exceptions. All bus drivers, monitors, and other personnel employed by the Contractor shall report all infractions on Student Bus Referral form and use said form to report the infractions. The Contractor shall ensure that all infractions are reported on the day they occur to the appropriate school administrator. The final decision with respect to all student discipline matters, including the suspension or expulsion of any student from transportation services shall rest with the School District.

Each driver shall handle all disciplinary matters in strict accordance with School District policy. In no case will a driver ever use corporal punishment or eject a student from a bus for misbehavior. All discipline problems shall be reported to the District in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between the School District and the Contractor.

All vandalism damages to the District's equipment will be the responsibility of the Contractor; however, the District will assist the Contractor in receiving restitution for damaged equipment. The Contractor may, upon concurrence by the District, refuse to provide a student with transportation services until vandalism damages caused by such student are paid.

10. **SCHOOL BUSES, VEHICLES, AND EQUIPMENT.**

(a) **School District Buses.**

The current transportation fleet is comprised of a combination of approximately 261 buses, all of which are owned by the District. The Contractor is required to use buses owned by the District. Title to School District owned buses shall remain in the School District. The Contractor shall use School District buses only to provide the Student Transportation Services for the School District, unless agreed to in writing by the School District and allowed for by law.

(b) **Fuel.**

The School District shall purchase and supply all propane and/or diesel fuel to the Contractor necessary for the Contractor to provide the Student Transportation Services. The School District uses fuel tracking software to monitor fuel consumption for buses. The Contractor shall not use any fuel purchased or paid for by the School District for any

purpose other than to operate the school buses used to perform the Student Transportation Services. Any damage caused by the Contractor, its employees or agents to the School District's fueling station or equipment, or the fuel tracking system or its components shall be repaired/replaced at the Contractor's sole cost and expense.

11. **COMPENSATION, INVOICING, AND PAYMENT TERMS.**

(a) **Compensation.**

In consideration for providing the Student Transportation Services, the School District shall pay to the Contractor all sums due and calculated in accordance with the completed Price Pages provided in the Bid Documents (the "Price Pages") and submitted by the Contractor with its Bid. A copy of the Contractor's completed Price Pages is attached to this Agreement as Exhibit B.

All personnel expenses (including without limitation wages and benefits for drivers, monitors, management, and licensing expenses), and other expenses deemed necessary by Contractor to provide the Student Transportation Services are included within the costs specified on the Contractor's Price Pages.

Notwithstanding anything to the contrary in this Agreement, the Bid Documents, or the Price Pages, the Contractor shall refund and pay to the School District on June 30th of each year during the Term the difference between the cost per individual for health insurance for personnel providing the Student Transportation Services employed by Contractor and the cost per individual for health insurance if the personnel providing the Student Transportation Services employed by Contractor were employed instead by the School District. The parties agree to share the pertinent information related to health insurance costs no later than April 1st of each calendar year during the Term.

District may increase or decrease service levels to be provided by Contractor under this Agreement. However, where such changes impact by greater than 5% the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, contained in the RFP, the parties shall adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by District. Any rate adjustment shall be by mutual written agreement of the parties.

(b) **Invoices.**

The Contractor shall invoice the School District by the tenth (10th) working day of each month for Student Transportation Services provided through the last day of the preceding month. Invoices shall be submitted to the Accounts Payable Department, District No. 205, 501 Seventh Street, Rockford, Illinois 61104. Late invoices will not be processed by the School District until the following month. All invoices shall be broken down by cost per bus per school day, and shall specify the type of route for each bus (e.g. regular education double route), additional costs (e.g. bus monitors), and such other information as may be required by the District to verify the invoice. The Contractor shall provide separate invoices for all transportation that is not part of the School District's regular routes (e.g. Charter & Field Trips). Such invoices shall list the date of the trip, point of origin, destination, for who service was provided and the cost.

(c) **Additional Services.**

Before rendering any services outside the scope of the Student Transportation Services (“Additional Services”), Contractor must receive prior written approval from the designated School District official. Invoices for approved Additional Services shall include the date and times the Additional Services were completed, the type of Additional Services provided, the number of hours worked, and the name of the School District employee who authorized the Additional Services. Invoices for Additional Services shall be separate from the regular monthly invoice but shall be sent to the School District together with the regular monthly invoice. Charges for these Additional Services shall be in accordance with the Contractor’s Proposal.

(d) **Payments.**

After verification of an invoice, the School District shall pay the verified amount due to the Contractor following monthly Board approval in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). Payment of any disputed items may be withheld by the School District until mutual agreement is reached between the Contractor and the District relative to the item or provision upon which the difference arises or until the matter is judicially resolved. Such suspension of payment shall not constitute a breach of the Contract by the School District. The School District may further withhold payments, if it is determined that the Contractor made a false certification in its Bid or has violated the Bidder Certifications by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

12. **ESCALATION.**

District and Contractor recognize that certain of Contractor’s costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in the Pricing Pages of the Bid Document.

In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition which causes any of Contractor’s operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Exhibit B shall be adjusted to reflect such increase.

13. **INSURANCE.**

The Contractor shall purchase from and maintain at its own expense during the term of the Contract, the insurance described in and in the amounts specified in the following subparagraphs and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of AM Best’s Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the School District thirty (30) days prior notice thereof in writing. In the event of such expiration or decrease, the School District may withhold money due and owing to

Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions and the School District shall have no obligation to pay them.

During the term of this Agreement, Contractor shall maintain insurance at or above the limits specified in the following chart, and each such policy shall include the School District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the School District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a vehicle in performing the Student Transportation Services, or from Contractor's performance of any other duty under the Agreement. Contractor shall furnish all such policies, with proper certification, to the School District upon execution of this Agreement.

The insurance required by this Section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this Section shall meet the minimum limits established in Section 12-707.0 I of the Illinois Vehicle Code, 625 ILCS 5/12-707.0 I, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the Price Pages, and Contractor shall not be entitled to receive from the School District any additional compensation for any such insurance costs. At all times during the term of this Agreement, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	 \$1,000,000 \$1,000,000 \$1,000,000
Commercial General Liability** A. Per Occurrence B. General Aggregate 1. General Aggregate – Property 2. General Aggregate – Bodily Injury	 \$10,000,000 \$10,000,000 \$10,000,000
Comprehensive Auto Liability	\$10,000,000 bodily injury and property damage combined
Uninsured Motorist Coverage	\$150,000 per person, \$500,000 aggregate

Fire Legal Liability (any one fire)	In an amount reasonably necessary to protect Contractor against loss of any or all vehicles, and or equipment used in performance of this Agreement.
General Umbrella Excess Liability	\$10,000,000
Business Auto Liability**	\$10,000,00

****An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance**

******Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability**

If any policy or coverage is written as “claims made” then coverage must be maintained for four (4) years after termination of this Agreement. Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor’s direction and control when arising from or in any way related to the bid and resulting contract and Contractor’s performance of its contract obligations.

All policies shall name the School District, its Board of Education, officers, employees, and agents as an additional insureds (the “Additional Insureds”), shall be primary to any insurance carried independently by such Additional Insureds, shall include a severability of interest clause with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with any loss, damage, or injury resulting from the negligence or other fault of the Contractor, Contractor’s Agents, representatives, and employees, and shall contain a waiver of subrogation in favor of the Additional Insureds.

The Contractor shall furnish the School District with a certificate or certificates of insurance showing that such insurance is in effect. The Contractor will provide written notice to the School District at least thirty (30) days prior to the cancellation, non-renewal, or reduction in the limits of liability endorsement, change in deductible per claim, or change in the limitations or exclusions of such insurance.

14. **INDEMNIFICATION.**

(a) Indemnification by Contractor.

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, officers, employees, agents, contractors, successors and assigns, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys’ fees, whether know or unknown, and whether based on a tort, contract, or another theory of recovery, including any and all claims based on personal injury, property damage, pain and suffering, emotional distress, wrongful death, and the Illinois Family Expense Act (750 ILCS 65-15) arising out of:

- (1) Negligent acts or willful misconduct of Contractor, its officers, directors, employees, successors, assigns, contractors and agents;
- (2) Any breach by Contractor of the terms of the Contract;
- (3) Any violation or breach by the Contractor, its officers, directors, employees, successors, assigns, contractors and agents of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (4) Any breach of any representation or warranty by Contractor under the Contract. 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.

Contractor's indemnification obligations under this section shall not apply to the extent that such claim, loss, cost, expense or damage arises from or is caused by the negligence or willful misconduct of the School District, its Board of Education, its agents or employees.

(b) Indemnification by District.

To the fullest extent permitted by law, District agrees to defend, indemnify, and hold harmless the Contractor, its officers, employees, agents, contractors, successors and assigns, from and against any and all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments, including reasonable attorneys' fees, whether known or unknown, and whether based on a tort, contract, or another theory of recovery, including any and all claims based on personal injury, property damage, pain and suffering, emotional distress, wrongful death, and the Illinois Family Expense Act (750 ILCS 65-15) arising out of:

- (1) Gross or willful misconduct of District, its officers, directors, employees, successors, assigns, contractors and agents;
- (2) Any breach by District of the terms of the Contract;
- (3) Any violation or breach by the District, its officers, directors, employees, successors, assigns, contractors and agents of any applicable Federal, State or local law, rule, regulation or ordinance; or
- (4) Any breach of any representation or warranty by District under the Contract. District agrees to notify Contractor by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Contractor may be entitled to indemnification under this Contract. This paragraph shall survive the expiration or earlier termination of this Contract.

(c) Environmental Indemnification.

Throughout the Initial Term, or any Renewal Term of the 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, officers, employees, agents, contractors, successors and assigns, from and against all liabilities, damages, losses, expenses, demands, actions, causes of action, claims, suits, or judgments (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 Student Transportation 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 the Contract.

15. **PERFORMANCE BOND.**

The Contractor shall furnish a Performance Bond guaranteeing the Contractor's faithful performance of the Student Transportation Services for the duration of the Contract. The Performance Bond shall be in an amount equal to Fifty Percent (50%) of the amount of the Contract, shall be in such form and with a surety acceptable to the School District, and shall not include a limitations period shorter than that provided by Illinois law. The Performance Bond shall name the School District as primary co-obligee and shall be deemed to include the terms listed with the Contract.

The Performance Bond shall be issued by a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "XII" in Best's Insurance Guide (current edition), unless a lower rating is approved by the School District, in writing.

If at any time the School District shall become dissatisfied with any security or sureties then upon the Performance Bond, or for any reason such Bond ceases to be adequate security for District, the Contractor shall, within five (5) days after written notice from the School District, substitute an acceptable bond in such form and sum and signed by such other sureties as may be satisfactory to the District. No further payments shall be deemed due nor shall be made until the new sureties shall have qualified.

16. **BOARD POLICIES AND DISTRICT RULES.**

The Contractor shall at all times keep all bus drivers, monitors, supervisors and other employees informed of applicable Board of Education policies and School District rules and regulations governing the operation of school buses, the conduct of students, and methods and procedures for maintaining discipline. All transportation related discipline problems will be handled in conformance with District policies.

17. **SCHOOL CANCELLATIONS; EARLY DISMISSAL.**

In the event of inclement weather or for any reason school within the School District must be canceled, the School District shall notify Contractor prior to 5:00 a.m. on the day of such cancellation. If notice is given after 5:00 a.m., then one half (1/2) of daily rate shall be due Contractor for each bus driver unit affected. In the event that school must be dismissed early, the School District shall notify the Contractor as soon as possible before the dismissal. All decisions of the School District shall be final. The manager of Contractor shall advise the School District, of the readiness of their fleet and personnel and their ability to perform. Contractor will communicate with School District personnel regarding the condition of bus routes and the advisability of attempting to make basic runs during periods of heavy snow, fog, and/or ice storms.

18. **CONTINUITY OF ASSIGNMENTS.**

The District's expectation is continuity of driver assignments to specific routes be maintained to greatest extent possible. Continuity of driver assignments allows drivers to know their routes and students better.

19. **SCHOOL BUS SAFETY PROGRAM.**

The Contractor shall, in collaboration with District Administration, provide and carry out a school bus safety program for all District students. The program will be provided by the Contractor and the District at all of the District schools and includes, but is not limited to, the following topics:

- (1) Danger zones around the bus and the proper way of approaching the bus;
- (2) Pick-up and drop-off procedures;
- (3) The proper way to board and exit the school bus;
- (4) General riding behavior and requirements;
- (5) Emergency situations and evacuation procedures;
- (6) Duties of the bus driver and bus monitor;

- (7) Hazards associated with getting to the bus stop (e.g. traffic, strangers, weather conditions) and safe choices to avoid hazards; and
- (8) Appropriate behavior while waiting at the bus stop;

The Contractor will collaborate with the School District to develop pick-up and drop-off policies that conform to the expectations of the District. The program shall include the performance of the bus evacuation drills per State of Illinois regulations. The first bus evacuation drill for each school shall be scheduled and conducted by the Contractor no later than the end of October each year, except an evacuation drill for kindergarten students shall take place during the first week of each school year.

20. **STUDENT TRANSPORTATION SAFETY PROGRAM.**

The Contractor shall be responsible for implementing and maintaining a comprehensive student transportation safety program for its employees, aligned to the Illinois School Bus Driver Training Curriculum published by the Illinois State Board of Education. The program shall include, but is not limited to, the following topics:

- (1) The roles and duties of bus drivers and monitors;
- (2) Appropriate and inappropriate driver and monitor conduct while on the bus;
- (3) Bus design and construction;
- (4) Pre-trip and post-trip inspections;
- (5) Safe operation of a school bus;
- (6) Defensive driving techniques;
- (7) Danger zones around the bus and the proper way of approaching the bus;
- (8) Pick-up and drop-off procedures;
- (9) Procedures for loading and unloading students;
- (10) Student behavior management and discipline procedures;
- (11) Professionalism;
- (12) Responsibilities if there is an accident;
- (13) Evacuation procedures;
- (14) Expectations in an emergency;
- (15) First aid and contact with blood-borne pathogens; and
- (16) School bus security.

A summary of the safety program and copies of safety updates shall be provided to the School District for review. The Contractor will provide CDL and school bus permit training to its drivers. The Contractor will annually provide a list of certified drivers to the School District indicating the type of training they have received. The School District may require a student identification process as part of this program.

21. **INSPECTION.**

Each bus driver shall complete a thorough inspection of the bus at the end of each run and immediately after the last drop off to make certain no student has fallen asleep between the seats or on the floor. The Contractor shall ensure each driver completes the inspections and keeps records documenting the inspections. At no time will Contractor permit unauthorized passengers on the bus.

22. **PROFESSIONAL ASSOCIATIONS.**

The Contractor or its local management shall belong and have access to professional associations related to school transportation such as NAPT (National Association of Pupil Transportation), IAPT (Illinois Association of Pupil Transportation), etc. and seek to obtain continuing education related to effective student transportation services. A training report shall be provided to the School District annually.

23. **ROUTING AND SCHEDULES.**

The District will provide detailed route/student information for school bus routes to the Contractor. The bus routes agreed upon by the School District and Contractor shall be followed exactly by the bus driver. Any suggested changes that are presented to a driver by a parent or member of the community will be referred to the District's management personnel for a decision. Any change the driver feels should be made for convenience must be pre-approved by the District's management personnel.

It is the School District's expectation that buses arrive on the times indicated on the School Start Times 2017-18 Schedule – as these times are identified by the principals as required for school breakfast programs and for each subsequent year, the Start Times published for that year.

24. **COMPUTERIZED ROUTE SCHEDULING.**

The School District currently uses Transfinder as its routing software. The District owns and maintains this software. Bus routing services will be a collaborative effort between the School District and the Contractor, as set forth herein. Routing services are defined as providing routing software, designing bus routes, assigning riders, pairing or packaging bus routes, and/or optimizing accordingly.

It is expected that the Contractor will become familiar with the Transfinder Software and receive the necessary training to provide local support. Any training needed by Contractor from Transfinder will be conducted at the sole expense of the Contractor. It is expected that routing information will be communicated electronically to the Contractor.

All student data is confidential information and protected under applicable law including without limitation the Family Educational Rights and Privacy Act ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), and the Illinois School Student Records Act ("SSRA"). The Contractor shall ensure that no student data or information is disclosed, given, or sold to any third party by the Contractor. It is further understood that

the map, student data and bus routes shall remain the property of the School District in the event that the Contract between Contractor and the District is terminated.

Whenever the ridership requirements or educational programs change to the degree that adjustment of existing routes is needed, the Contractor shall provide additional drivers or reduce drivers as may be required. These adjustments shall be furnished at the rates as set forth in Price Pages included in the Contractor's Bid. Absolutely no increase or decrease in the number of buses utilized or services provided shall be made without prior approval from the School District. The effective date of any increase or decrease in transportation services shall be mutually agreed upon by the Contractor and the District.

The Contractor shall review and provide comments and suggested revisions to routes prior to any implementation. In addition, the Contractor will work with the School District to correct any errors or make adjustments to routes prior to any implementation. It is expected the Contractor will perform Dry Runs to ensure the route directions, timing, and efficiency is correct. In no case shall a driver perform his/her route in an unsafe manor as a result of incorrect route information.

25. **TIMELINESS; NONPERFORMANCE PENALTIES.**

Timeliness of route pick-ups and drop-offs is extremely important to the School District. Timeliness ensures consistency for the students, their parents, and the School District. Without prejudice to other rights or remedies it may have under the law or the Contract, the School District shall be entitled to impose the following penalties for timeliness issues or the Contractor's failure to perform in accordance with the terms and conditions of the Contract:

- (1) Late AM drop-off at school program site not to exceed **\$100 per occurrence**, at the discretion of the District's Director of Transportation.
- (2) Late PM arrival at school site not to exceed **\$100 per occurrence**, at the discretion of the District's Director of Transportation.
- (3) Late pickup for activity and field trip bus route (athletics, field trips etc.) later than 15 minutes than scheduled departure time and/or late drop off for activity bus and field trip routes later than 15 minutes than scheduled arrival time not to exceed **\$100 per occurrence**, at the discretion of the District's Director of Transportation.
- (4) No shows for extra-curricular/charter route = \$250 per occurrence
- (5) No service to or from a regularly scheduled route **no daily bus route charge, not to exceed \$100 per occurrence**, at the discretion of the District's Director of Transportation.
- (6) Leaving a child on a bus after the Contractor has completed the last stop not to exceed **\$2,500 per occurrence and termination of employee**, at the discretion of the District's Director of Transportation.

- (7) Responding to District emails and request for video review: It is necessary that the Contractor respond to all District email and requests for video review expeditiously. The District may impose liquidated damages in the amount of **\$50.00 per occurrence** when the Contractor fails to respond via email within 24 hours to any complaint, question, or request sent to the Contractor by email from a District representative. At no charge to the District, Contractor shall provide any records requested by the District to comply with any Freedom of Information Act request received by the District.
- (8) Failure to provide a properly licensed/approved bus driver = \$150 per occurrence
- (9) Office personnel driving/monitoring a bus = \$50 per person/day
- (10) No service on any regularly scheduled route = rate x 125%/per day
- (11) Combination Routes - When a regular route or portion of a regular route is temporarily combined, Contractor shall forfeit 75% of the rate for each route or routes affected

The District will attempt to assess the above penalties within a reasonable amount of time after designated District officials are made aware of the violations. However, failure of the District to invoke or assert the above penalties shall not operate as a waiver of any equitable or legal remedies the School District holds under law.

26. **TERMINATION.**

Without prejudice to any other rights or remedies it may have under the law or the Contract, the School District shall be entitled to terminate the Contract immediately upon the occurrence of any of the following events:

- (1) The School District determines in its sole discretion Contractor has jeopardized the safety or health of any student or students;
- (2) The School District is notified or discovers Contractor's insurance or performance bond as required by the Contract has expired or lapsed;
- (3) If it is determined the Contractor knowingly falsified information provided to the School District;
- (4) If it is determined the Contractor offered substantial gifts or gratuities to a School District official, employee, or agent whether in their official capacity or not;
- (5) The Contractor becomes insolvent or seeks the protection of U.S. Bankruptcy laws; or
- (6) The Contractor has violated any other term or condition of the Contract and fails to remedy such violation or take substantial steps to remedy such violation after thirty (30) days prior written notice from the School District.

Termination of the contract shall not preclude the School District from pursuing any and all remedies available to it at law or at equity. Any termination by the School District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the School District against Contractor.

The School District shall have the right to audit all elements of any termination claim and Contractor shall make available to the School District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the School District exercises its right to terminate. The School District shall be entitled to recover its attorney fees and expenses in any successful action by the School District to enforce this Agreement.

The Contractor shall have the right to terminate the Contract if the District has violated any material term of this Agreement and fails to remedy such violation or take substantial steps to remedy such violation after thirty (30) days prior written notice from the School District.

27. **RIGHT TO PROVIDE STUDENT TRANSPORTATION SERVICES RESERVED.**

While the School District does not desire to become involved in the daily transportation operations of Contractor, should an event occur that would hinder Contractor from providing the Student Transportation Services contemplated herein, the School District reserves the right to provide the Student Transportation Services and pursue all options available to insure the education process continues.

28. **COMPLIANCE WITH LAWS AND REGULATIONS.**

During the entire term of the Contract, the Contractor and its employees shall comply with all Board policies, Federal, State, and local laws, statutes, ordinances, rules and regulations and all laws and regulations of the State of Illinois affecting or regulating the transportation of school children including but limited to the Illinois Vehicle Code, the School Code, and the rules and regulations of the Illinois State Board of Education and Illinois Secretary of State. Contractor shall regularly update its employees concerning changes in the law affecting or relating to the provision of the Student Transportation Services.

29. **INDEPENDENT CONTRACTOR.**

During the term of the Contract, the Contractor will provide the Student Transportation Services as an independent contractor and not as an agent or employee of the District. Nothing contained in the Contract may be construed to create an employment arrangement between the Contractor and the District; create or constitute a joint venture, partnership, agency, franchise, lease, or any other arrangement other than as expressly granted in this Agreement. The Contractor is responsible for its own operation. The Contractor must exercise control over its employees, agents, representatives, subcontractors, and suppliers and is solely responsible for the verification of identity and employment eligibility, for the payment of any wages, salaries, or other remuneration of its employees, agents, representatives, subcontractors, and suppliers, and for the payment of any payroll taxes, contributions for unemployment or workers compensation, Social Security, pensions, or annuities that are imposed as a result of the employment of the Contractor's employees, agents, representatives, subcontractors, and suppliers. The Contractor must not pledge

credit, incur any obligation or liability, hire any employee, nor purchase any merchandise or services in the name of the District. Unless otherwise provided in this Agreement, all costs, charges, and expenses incurred in connection with the Contractor's performance of this Agreement must be borne by the Contractor.

30. **FORCE MAJEURE.**

In the event the Contractor's performance of the Contract is temporarily interrupted due to an act of God, civil disturbance, labor dispute or strike, government act, regulation or executive order, or for other cause not chargeable to the Contractor then, in lieu of any other remedy, the District shall have the right and option to take possession and control of all school buses, operating equipment, tools, supplies, parts and other items of property kept by Contractor in the District for the purpose of providing and furnishing its services under the Contract and to keep and use all such property for the duration of such interruption in order to provide the Student Transportation Services contemplated herein. During such time the District shall keep accurate accounts of the services performed by it as if performed pursuant to the Contract, and of all expenditures made by the District for such services. The District shall continue to pay to Contractor for the duration of such interruption, such amounts as would otherwise be due under the Contract, less the amounts of its expenditures and costs.

31. **UNKNOWN SITUATIONS.**

Throughout the term of the Contract, situations may arise which have not been addressed herein. Such situations shall be negotiated between Contractor and the School District in good faith and then become a part of the legal and binding contract between the two parties.

32. **FREEDOM OF INFORMATION ACT COMPLIANCE.**

The School District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("FOIA"). FOIA requires the School District to provide, if requested to do so by any person, copies of documents that may be in Contractor's possession and related to this Agreement. Contractor agrees to and shall provide to the School District copies and all such documents when directed to do so by the School District. All such documents shall be delivered to the School District's Legal Department NO LATER THAN five (5) working days after the date of the School District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the School District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

33. **RECORD-KEEPING.**

- (a) Records. The Contractor shall establish and maintain a reasonable accounting system that enables the School District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to this Agreement ("Records"). Such Records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers, including those for out-of-pocket

expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; training records; and correspondence. In addition, without limiting the foregoing, Contractor shall maintain a record of training of its employees including the nature and extent of training, a record and copy of required employee licenses for operation of vehicles and equipment and shall produce such records upon demand by the School District.

- (b) **Retention.** Notwithstanding any other provision in this Agreement to the contrary, the Contractor shall, at all times during its performance of this Agreement and for a period of three (3) years after the termination of the Agreement, maintain Records, together with all supporting or underlying documents and materials. Contractor shall upon written request by the School District at any time or times, whether during or after termination of the Agreement, and at Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the School District. The Records shall be made available to the School District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the School District including the School District offices. Upon expiration of the retention period specified in this paragraph, prior to destruction of the Records, Contractor shall provide not less than thirty (30) days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the School District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. Contractor shall ensure the School District's right to access and audit the Records in the possession of, created or maintained by Contractor and its agents and representatives. Contractor shall notify in writing its agents and representatives of the requirements of records, retention and audit as set forth in this Section. Any and all contracts or agreements between Contractor and any other party related to this Agreement shall expressly include the records retention and audit provisions of this Section.
- (c) **Audit.** The School District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by Contractor, its agents and representatives. Cost of any examination or audit of Records conducted by the School District will be borne by the School District (excluding any cost to produce Records under Section (b) above), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the School District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the School District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents or representatives, Contractor shall pay all costs of the examination or audit; and if paid by the School

District, reimburse the School District for all such costs. In the event Contractor fails to pay such costs within thirty (30) days of demand by the School District, the School District may offset any such costs unpaid by Contractor from any balance due Contractor by the School District or at the election of the School District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

- (d) **Records Ownership and Security.** Contractor hereby acknowledges and agrees that all records, information and documents, whether in electronic or written form or otherwise, received by Contractor from the School District or otherwise obtained or received by the Contractor, its employees, agents and representatives during or in conjunction with performance of this Agreement and all records, whether in electronic or written form or otherwise, created by Contractor in performance of its obligations under the Agreement ("Records") shall be and remain owned by the School District. Contractor shall use all reasonable and timely means to protect and preserve all such records and to deliver the same to the School District upon demand. The Records are subject to access and examination by the School District and any federal agency with relevant responsibility for any federal grant funds providing funding for this Agreement. Contractor shall cooperate and produce the Records for inspection and examination by any governmental agency, including the School District, providing funding for the Agreement.
- (e) **Confidentiality.** The Records and all documents and information received, accessed or observed by Contractor in performance of this Agreement shall be and remain confidential. In the performance of its obligations under this Agreement Contractor may acquire access to certain information, including but not limited to, information concerning students and/or school personnel, and other confidential and/or proprietary information, including the Records (collectively, "Confidential Information"). Contractor will not, absent court order issued by a court of competent jurisdiction, without the prior written consent of the School District, and regarding student record information, without the express prior written consent of the parent/guardian, disclose, re-disclose or make available to anyone, at any time, either during Contractor's engagement with the School District or following termination of this Agreement, for any reason whatsoever, any of the Confidential Information. The provisions of this Section shall survive the termination of this Agreement.

34. **ASSIGNMENT.**

The Contractor may not assign, subcontract, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder, without the School District's prior written consent.

35. **NOTICES.**

All notices or communications required or permitted by the Contract Documents shall be in writing, unless otherwise expressly provided in the Contract Documents, and shall be considered delivered:

- (1) Upon receipt, when personally delivered;
- (2) Five (5) days after deposit in the U.S. Mail with proper postage (certified mail, return receipt requested); or
- (3) The day after being sent when sent next day delivery via UPS or FedEx.

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

To the School District

District No. 205
Attn: Superintendent
501 7th Street
Rockford, IL 61104

To Contractor

With copies to:

District No. 205
Attn: General Counsel
501 7th Street
Rockford, IL 61104
and

With a copy to:

Thomas J. Lester
Hinshaw & Culbertson LLP
100 Park Ave.
Rockford, IL 61101

36. **NO WAIVER.**

The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other Party of any of the provisions of this Agreement, 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.

37. **SEVERABILITY.**

If any provision or provisions of this Agreement 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.

38. **GOVERNING LAW.**

This Agreement shall be subject to and interpreted under the laws of the State of Illinois.

39. **ENTIRE AGREEMENT.**

This Agreement 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 Agreement on the date indicated above.

**ROCKFORD PUBLIC SCHOOLS,
DISTRICT 205**

By:_____

By:_____

—
President, Board of Education

— Its:_____

ATTEST:

ATTEST:

Secretary, Board of Education

— Its:_____

EXHIBIT A
BID PACKET

EXHIBIT B
CONTRACTOR PROPOSAL

Exhibit B

Rockford Public Schools 2018-2019 Academic Calendar

Rockford Public Schools #205 | 2018-2019 Academic Calendar

16-17 Teacher Institute

20 First Day of School

AUGUST 2018						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18 Presidents' Day – No School

22 End of Trimester (Elementary)

3 Labor Day – No School

SEPTEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MARCH 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 *Pulaski Day – No School
*(Emergency Make-up Day)

15 End of Quarter (Secondary)

25-29 Spring Break

3 School Improvement Day – No School

8 Columbus Day – No School

19 End of Quarter (Secondary)

OCTOBER 2018						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2019						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19 Good Friday – No School

22 P/T Conferences – No School

9 End of Trimester (Elementary)

12 Veterans Day – No School

21 P/T Conferences – No School

22-23 Fall Break

NOVEMBER 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2019						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3 Teacher Institute

27 Memorial Day

28 Last Day of School

29 Teacher Institute

30 & 31* *Emergency Days

21 End of Quarter (Secondary)

24-31 Winter Break

DECEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 & 4* *Emergency Days

Elem Trimesters	
1st	57
2nd	57
3rd	58
Total	172

1-4 Winter Break

11 School Improvement Day – No School

21 M.L. King Day – No School

JANUARY 2019						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

KEY	
Holiday Break- No School	
Professional Development- No School	
P/T Conferences- No School	
End of Grading Period	
*Emergency Days	

HS/MS Quarters	
1st	42
2nd	41
3rd	45
4th	44
Total	172

Exhibit C

Galapagos Charter School 2018-2019 Academic Calendar

**Galapagos Rockford Charter
School 2805 School Street,
Rockford, IL 61101 (815) 708-7946**



**Galapagos Rockford Charter
School 3051 Rotary Road,
Rockford, IL 61109 (779) 368-0852**

August 2018

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

January 2019

Su	M	Tu	W	Th	F	Sa
						5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019

Su	M	Tu	W	Th	F	Sa
1					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2019

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**Galapagos Rockford Charter
School is dedicated to
preparing scholars to be
responsible, productive,
college educated adults,
capable of adapting and
prospering in the changing
global economy.**



First & Last Day of School

School Closed/No school for scholars

* PDI = Professional Development Institute (no school for scholars)

Aug 20	First Day of Scholar Attendance
Sep 3	Labor Day/No School
Oct 3	PDI/No School for scholars
Oct 19	End of 1st Quarter
Oct 26	Report Card Conferences (no school for scholars)
Oct 29	PDI/No School for scholars
Nov 12	Veteran's Day/No School
Nov 21-23	Fall Break/No School
Dec 24-Jan 4	Winter Break/No School
Jan 7	PDI/No School for scholars
Jan 8	Return from Winter Break
Jan 14	End of 2nd Quarter



Report Card Conferences (no school for scholars)

8th Grade Class of 2019/2027 Graduation

Jan 21	Dr. Martin Luther King's Birthday/No School
Jan 22	PDI/No School for scholars
Jan 28	Report Card Conferences (no school for scholars)
Mar 19	End of 3rd Quarter
Mar 25-29	Spring Break/No School
Apr 1	PDI/No School for scholars
Apr 2	Report Card Conferences (no school for scholars)
Apr 19	Founder's Day/No School
May 27	Memorial Day/No School
May 29	8th Grade Class of 2019/2027 Graduation
May 30	End of 4th Quarter
May 31	Last Day of Scholar Attendance
Jun 3	Report Card Conferences (no school for scholars)

Exhibit D

Jackson Charter School 2018-2019 Academic Calendar

JACKSON CHARTER SCHOOL | 2018-2019 CALENDAR

6,7,8,9,10 New Hire Professional Development

8 Meet The Teacher Night

13,14,15,16,17 All staff Professional Development

20 1st Day of School

AUGUST '18						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18 Presidents' Day-No School

28 End of Trimester

3 Labor Day-No School

24 NWEA Testing

SEPTEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MARCH '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25-29 Spring Break-No School

3 Professional Development-No School

8 Columbus Day-No School

OCTOBER '18						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL '19						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19 Good Friday-No School

22 P/T Conferences-No School

12 Veterans Day-No School

16 End of Trimester

21 P/T Conferences-No School

22-23 Fall Break-No School

NOVEMBER '18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3 Professional Development-No School

13 NWEA Testing

27 Memorial's Day-No School

31 Last Day

10 NWEA Testing

24-31 Winter Break-No School

DECEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE '19						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3,4,5,6 Emergency Days

1-4 Winter Break-No School

11 Professional Development-No School

21 M.L.King Day-No School

JANUARY '19						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Key

No School Professional Development
No School Parent Teacher Conferences

Days of Instruction by Trimester

Trimester 1=41
Trimester 2= 60
Trimester 3=42

Total Days=183

Exhibit E

Legacy Charter School 2018-2019 Academic Calendar

Legacy Academy of Excellence Charter School
An International Baccalaureate MYP World School



"Working Hard at Work Worth Doing", in Pursuit of Excellence (Dr. J. Forte)



2018/2019

Key						
Professional Development – Non-Attendance Day for Students						
Report Card/Progress Report Distribution						
End of Graduate Period						
Student Break						

JANUARY 2019						
S	M	T	W	Th	F	S
30	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7 – Students Return from Break
 11 – PD Day No School for Students
 18 – End of the 1st Semester/2nd Quarter
 21 – MLK No School
 23 – 20th Week Report Card Distribution
 Students – 17 Staff – 18

July 23 – August 10 - Professional Development & Classroom Preparation
 13 – 1st Day of School for Students
 Students – 15 Staff – 30

JULY/AUGUST 2018						
S	M	T	W	Th	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

8 – PD Day
 18 – President's Day No School
 Students – 18 Staff – 19

3 – Labor Day No School
 12 – PD Day No School for Students
 19 – 5th Week Progress Report Distribution
 Students – 18 Staff – 19

SEPTEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2019						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 – Pulaski Day No School
 6 – 5th Week Progress Report Distribution
 13 – PD Day No School for Students
 25 – 29 Spring Break
 Students – 14 Staff – 15

3 – PD Day No School for Students
 8 – Columbus Day No School
 19 – End of the First Quarter
 24 – 10th Week Report Card Pick-Up 5:00 – 7:00 p.m.
 Students – 21 Staff – 22

OCTOBER 2018						
S	M	T	W	Th	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2019						
S	M	T	W	Th	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 – Students Return from Spring Break
 5 – End of the 3rd Quarter
 10 – 30th Week Report Card Pick-Up 5:00-7:00 pm.
 19 – Good Friday No School
 22 – PD Day No School for Students
 Students – 20 Staff – 21

12 – Veterans Day
 21 – PD Day
 22, 23 – Thanksgiving Holiday No School
 Students – 18 Staff – 19

NOVEMBER 2018						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2019						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

3 – PD Day No School for Students
 22 – 5th Week Progress Report Distribution
 21-23 – Student Academic Performance Exhibition
 27 – Memorial Day No School
 Students – 21 Staff – 22

5 – 5th Week Progress Report Distribution
 12 – PD Day No School for Students
 Dec 24 – Winter/Christmas Break Begins
 Students – 14 Staff – 15

DECEMBER 2018						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

JUNE 2019						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

5 – PD Day No School for Students
 5 – 12 Grade Graduation Ceremony
 10 – Field Day
 11 – Rights of Passage Ceremony
 12 – Awards Assembly & Last Day for Students
 14 – Last Day for Teaching Staff
 Students – 7 Staff – 10
 Total Days for Students – 183

Thank you for allowing us to serve you and your children.

Exhibit F

Routing and Mileage Information

Exhibit G

ISBE FY18 Transportation Claim for School Year 2017-2018

Illinois State Board of Education
Pupil Transportation Claim & Reimbursement System
Pupil Transportation Claim Details
FY 2019: School Year 2017 - 2018

Code : 04-101-2050-25
Entity : Rockford SD 205

Regular Education Pupil Transportation (Regular School Term ONLY)

1. Number of Public School K - 12 Regular Education Pupils Enrolled to be Transported on a Regular Route

(a) residing 1.5 miles or more from school	17,619
(b) residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard	3
(c) residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard	2,368
(d) total number of public school k - 12 regular education pupils on a regular route (Lines 1a+1b+1c)	19,990

2. Number of Non-public School K - 12 Regular Education Pupils Enrolled to be Transported on a Regular Route

(a) residing 1.5 miles or more from school	0
(b) residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard	0
(c) residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard	0
(d) total number of non-public school k - 12 regular education pupils on a regular route (Lines 2a+2b+2c)	0

3. Number of Pre-k Regular Education Pupils Enrolled to be Transported

(a) residing 1.5 miles or more from school on a regular route (<i>NOT on an exclusive pre-k route</i>)	66
(b) residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard on a regular route	0
(c) residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard on a regular route	0
(d) total number of pre-k regular education pupils on a regular route (<i>NOT on an exclusive pre-k route</i>)(line 3a + line 3b + line 3c)	66
(e) total number of pre-k regular education pupils enrolled to be transported <i>not reported on Line 3d</i>	1,106
(f) total number of pre-k regular education pupils enrolled to be transported (line 3d + line 3e)	1,172

4. Reimbursable Curriculum-Related Field Trips for Resident Pupils who are NOT ENROLLED ON A REGULAR ROUTE

(a) number of resident pupils (headcount)	4,295
(b) number of days	7,590

5. Total Number of Days Pre-k - 12 Regular Education Pupils are Enrolled to be Transported

(a) days for pre-k - 12 pupils residing 1.5 miles or more from school plus reimbursable field trip days	2,593,232
(b) days for pre-k - 12 pupils residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard	415
(c) days for pre-k - 12 pupils residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard	360,995
(d) total number of days for pre-k - 12 regular education pupils enrolled to be transported (line 5a + line 5b + line 5c)	2,954,642

6. Number of Student Attendance Days on the School Calendar (regular school term only) 172

7. Average Number of Pre-k - 12 Regular Transportation Pupils Transported Per Year

(a) pre-k - 12 pupils residing 1.5 miles or more from school plus reimbursable pupils (Line 5a divided by	15,077
(b) pre-k - 12 pupils residing less than 1.5 miles from school <i>WITHOUT</i> a safety hazard (Line 5b divided by	2
(c) pre-k - 12 pupils residing less than 1.5 miles from school <i>WITH</i> a safety hazard (Line 5c divided by Line	2,099
(d) total average number of pre-k - 12 pupils enrolled to be transported (Lines 7a+7b+7c)	17,178

Transportation Other Than Regular

8. Number of Vocational Pupils Enrolled to be Transported (regular school term only)	83
9. Number of Special Education Pupils Enrolled to be Transported during Regular and Summer School Term	1,524

Illinois State Board of Education
Pupil Transportation Claim & Reimbursement System
Pupil Transportation Claim Details
FY 2019: School Year 2017 - 2018

Code : 04-101-2050-25

Entity : Rockford SD 205

Mileage

10. Total Regular Transportation Miles to and from School

a) Total regular route miles	2,947,283
b) Total regular curriculum-related field trip miles	43,559

11. Total Vocational Transportation Miles to and from School

a) Total vocational route miles	91,218
b) Total vocational curriculum-related field trip miles	13,639

12. Total Special Education Transportation Miles to and from Sch

a) Total special education route miles	1,579,733
b) Total special education curriculum-related field trip miles	12,756

13. Total Non-reimbursable Miles (Regular and Summer Terms)

a) Total non-curriculum-related field trip miles	120,833
b) Total Pre-Kindergarten miles	1,219,007

Expenditures

	A Regular	B Voc. Ed.	C Spec. Ed.	D Non-Reim	E Total
14. Direct Costs:					
a. Salaries	7,457,253	40,710	93,549	1,156,059	8,747,571
b. Employee Benefits	3,469,469	18,692	63,634	1,687,208	5,239,003
c. Purchased services other than Lines 'd','e' & 'f'	891,750	5,218	463,801	23,728	1,384,497
d. Contractual transportation services	119,481	30,460	4,549,212	404,982	5,104,135
e. Payments to Public Transit Carriers	0	0	0	0	0
f. Payments to other districts	0	0	0	0	0
g. Supplies	2,751,756	12,809	11,978	144,956	2,921,499
h. Other	0	0	0	0	0
15. Subtotal Transportation Fund Expenditures	14,689,709	107,889	5,182,174	3,416,933	23,396,705
16. Pupil transportation related building &					
a. ED fund expenditures	39,141	436	38,715	1,797	80,089
b. OM fund expenditures	85,942	956	85,009	3,945	175,852
17. Allowable depreciation	992,732	11,049	981,945	45,574	2,031,300
18. Total Direct Costs (total lines 15 through 17)	15,807,524	120,330	6,287,843	3,468,249	25,683,946
19. Deductions					
a. Payments from other districts	36,488	170	159	1,505	38,322
b. Payments from parents	0	0	0	1,307	1,307
c. Other Revenue	545,871	2,541	41,909	678,939	1,269,260
20. Total Deductions (total lines 19a and 19b)	582,359	2,711	42,068	681,751	1,308,889
21. Net Direct Costs (line 18 minus line 20)	15,225,165	117,619	6,245,775	2,786,498	24,375,057
22. Indirect Costs (line 21 - (lines 14d + 14e + 14f) x .0	755,284	4,358	84,828		844,470
23. Total Costs (line 21 + line 22)	15,980,449	121,977	6,330,603	2,786,498	25,219,527

Exhibit H

ISBE FY18 Transportation Claim Bus Listing for School Year 2017-2018

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
181	B	BUS GARAGE	01/01/1980		550,000	550,000	0.02	418,000	11,000	429,000	121,000
183	B	ATTENDANT'S BUILDING	09/01/1982		3,500	3,500	0.02	2,380	70	2,450	1,050
184	S	FENCING FOR BUSES	08/01/1985		14,500	0	0.05	14,500	0	14,500	0
185	S	LIGHTING BUS PARKING	08/01/1985		18,096	0	0.05	18,096	0	18,096	0
186	S	METAL ROOF RESTORATION	08/01/1982		16,799	0	0.05	16,799	0	16,799	0
187	S	WALL REMODELING	02/01/1985		19,806	0	0.05	19,806	0	19,806	0
189	S	FENCE SECURITY SYSTEM	03/01/1986		9,575	0	0.05	9,575	0	9,575	0
192	S	HEATING VENT AIR CON	06/01/1986		107,615	0	0.05	107,615	0	107,615	0
220	E	BASE STA/REPEATER	08/01/1980		4,839	0	0.10	4,839	0	4,839	0
540	S	SITE LIGHTING	03/01/1990		16,762	0	0.05	16,762	0	16,762	0
541	S	LAVATORY EXPANSION	03/01/1990		18,835	0	0.05	18,835	0	18,835	0
577	S	FIREWALL-BUS GARAGE	01/01/1992		29,125	0	0.05	29,125	0	29,125	0
728	E	INTOXILYZER 2000	05/01/1995		2,695	0	0.10	2,695	0	2,695	0
838	S	BUS WASHER	08/01/1997		49,334	0	0.05	49,334	0	49,334	0
839	S	GARAGE DOORS	05/01/1997		5,442	0	0.05	5,442	0	5,442	4
942	E	1999 GMC 1.2 TON PICKUP #1023	06/04/1999		19,386	0	0.10	19,386	0	19,386	0
946	E	TWO WAY RADIO SYSTEM	05/27/1999		157,238	0	0.10	157,238	0	157,238	0
981	V	2002 AMTRAN R.E. #901	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
982	V	2002 AMTRAN R.E. #902	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
983	V	2002 AMTRAN R.E. #903	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
984	V	2002 AMTRAN R.E. #904	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
985	V	2002 AMTRAN R.E. #905	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
986	V	2002 AMTRAN R.E. #906	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
987	V	2002 AMTRAN R.E. #907	06/01/2001	04/26/2018	57,498	47,915	0.20	57,498	0	57,498	0
988	V	2002 AMTRAN R.E. #908	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
989	V	2002 AMTRAN R.E. #909	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
990	V	2002 AMTRAN R.E. #910	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
991	V	2002 AMTRAN R.E. #911	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
992	V	2002 AMTRAN R.E. #912	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
993	V	2002 AMTRAN R.E. #913	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
994	V	2002 AMTRAN R.E. #914	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
995	V	2002 AMTRAN R.E. #915	06/01/2001		57,498	0	0.20	57,498	0	57,498	0

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
996	V	2002 AMTRAN R.E. #916	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
997	V	2002 AMTRAN R.E. #917	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
998	V	2002 AMTRAN R.E. #918	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
999	V	2002 AMTRAN R.E. #919	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1000	V	2002 AMTRAN R.E. #920	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1001	V	2002 AMTRAN R.E. #921	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1002	V	2002 AMTRAN R.E. #922	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1004	V	2002 AMTRAN R.E. #924	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1005	V	2002 AMTRAN R.E. #925	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1006	V	2002 AMTRAN R.E. #926	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1007	V	2002 AMTRAN R.E. #927	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1008	V	2002 AMTRAN R.E. #928	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1009	V	2002 AMTRAN R.E. #929	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1110	V	2002 AMTRAN R.E. #930	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1111	V	2002 AMTRAN R.E. #931	06/01/2001		57,498	0	0.20	57,498	0	57,498	0
1113	E	GOODALL STARTING UNIT	11/01/2000		3,888	0	0.10	3,888	0	3,888	0
1114	E	2001 FORD F350 PICKUP TRUCK #1025	11/01/2000		23,351	0	0.10	23,351	0	23,351	0
1117	S	NEW ROOF	08/01/2000		151,572	151,572	0.05	128,840	7,579	136,419	15,153
1118	S	BUS GARAGE LOT RESURFACING	08/01/2000		416,981	416,981	0.05	354,433	20,849	375,282	41,699
1126	V	2002 INTERNATIONAL RE 3000 #108	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1127	V	2002 INTERNATIONAL RE 3000 #109	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1128	V	2002 INTERNATIONAL RE 3000 #110	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1129	V	2002 INTERNATIONAL RE 3000 #111	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1130	V	2002 INTERNATIONAL RE 3000 #112	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1131	V	2002 INTERNATIONAL RE 3000 #113	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1132	V	2002 INTERNATIONAL RE 3000 #114	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1133	V	2002 INTERNATIONAL RE 3000 #115	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1134	V	2002 INTERNATIONAL RE 3000 #116	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1135	V	2002 INTERNATIONAL RE 3000 #117	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1136	V	2002 INTERNATIONAL RE 3000 #118	06/01/2002	10/1/2017	57,368	19,123	0.20	57,368	0	57,368	0
1137	V	2002 INTERNATIONAL RE 3000 #119	06/01/2002		57,368	0	0.20	57,368	0	57,368	0
1138	V	2002 INTERNATIONAL RE 3000 #120	06/01/2002		57,368	0	0.20	57,368	0	57,368	0

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)
04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance	
A	B	C	D	E	F	G	H	I	J	L	M	
1139	V	2002 INTERNATIONAL RE 3000 #121	06/01/2002		57,368		0	0.20	57,368	0	57,368	0
1140	S	FUEL ISLAND	03/01/2002		61,331	61,331	0.05	47,025	3,067	50,092	11,239	
1141	E	KARCHER PRESSURE WASHER	10/01/2001		2,895		0	0.10	2,895	0	2,895	0
1142	E	2002 FORD F250 PICKUP TRUCK #1026	06/01/2002		26,072		0	0.10	26,072	0	26,072	0
1143	E	Norco Engine Hoist	09/10/2002		3,950		0	0.10	3,950	0	3,950	0
1145	S	Fuel Island	03/01/2002		10,076	10,076	0.05	7,726	504	8,230	1,846	
1146	E	2000 Chevy Astro Van #1027	09/01/2003		8,995		0	0.10	8,995	0	8,995	0
1147	E	1995 Chevy Astro Van #1028	09/01/2003		4,995		0	0.10	4,995	0	4,995	0
1148	E	HF 34559 9GPM Transmission Cooler	02/01/2004		4,880		0	0.10	4,880	0	4,880	0
1155	V	2004 IC RE 200 #207	07/01/2003	06/11/2018	61,151	61,151	0.20	61,151	0	61,151	0	
1159	V	2004 IC RE 200 #211	07/01/2003	06/19/2017	61,151		0	0.20	61,151	0	61,151	0
1165	V	2004 IC RE 200 #217	07/01/2003		58,151	58,151	0.20	58,151	0	58,151	0	
1166	V	2004 IC RE 200 #218	07/01/2003	06/11/2018	57,151	57,151	0.20	57,151	0	57,151	0	
1167	V	2004 IC RE 200 #219	07/01/2003	06/11/2018	57,151	57,151	0.20	57,151	0	57,151	0	
1170	V	2004 IC RE 200 #222	07/01/2003	03/17/2017	58,151		0	0.20	58,151	0	58,151	0
1171	V	2004 IC RE 200 #223	07/01/2003	06/11/2018	58,221	58,221	0.20	58,221	0	58,221	0	
1175	V	2004 IC RE 200 #227	07/01/2003	06/11/2018	62,051	62,051	0.20	62,051	0	62,051	0	
1234	R	Bus Communication System	10/01/2005		3,912		0	0.33	3,912	0	3,912	0
1235	S	Exhaust system for bus garage	05/01/2006		14,300	14,300	0.05	7,984	715	8,699	5,601	
1236	E	2006 Ford Freestar #1030	03/01/2006		16,696		0	0.10	16,696	0	16,696	0
1237	E	2006 Ford Explorer #1031	03/01/2006		22,927		0	0.10	22,927	0	22,927	0
1251	V	2007 IC RE 200 #514	07/01/2006		66,873		0	0.20	66,873	0	66,873	0
1271	E	Truck Body	12/01/2006		4,670		0	0.10	4,670	0	4,670	0
1272	E	Truck body	12/01/2006		4,670		0	0.10	4,670	0	4,670	0
1273	V	2007 Ford Freestar Minivan #1032	01/01/2007		17,093		0	0.20	16,525	0	16,525	568
1274	E	Robotics - Barney Training Bus	07/01/2006		8,911		0	0.10	8,911	0	8,911	0
1276	S	Outside Building Lights - Sterling Holley	07/01/2007		11,575	11,575	0.05	5,790	579	6,369	5,206	
1277	V	2010 IC FE MFDT #750	06/01/2009		74,021		0	0.20	74,021	0	74,021	0
1278	V	2010 IC FE MFDT #752	06/01/2009	05/08/2018	74,021	67,853	0.20	74,021	0	74,021	0	
1279	V	2010 IC FE MFDT #753	06/01/2009	05/08/2018	74,021	67,853	0.20	74,021	0	74,021	0	
1280	V	2010 IC FE MFDT #754	06/01/2009	05/08/2018	74,021	67,853	0.20	74,021	0	74,021	0	
1281	V	2010 IC FE MFDT #755	06/01/2009	05/08/2018	74,021	67,853	0.20	74,021	0	74,021	0	

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Through the Fiscal Year Ending	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
1282	V	2010 IC FE MFDT #756	06/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1283	V	2010 IC FE MFDT #757	06/01/2009		74,021	0	0.20	74,021	0	74,021	0
1284	V	2010 IC FE MFDT #758	06/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1285	V	2010 IC FE MFDT #759	06/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1286	V	2010 IC FE MFDT #760	06/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1287	S	Bus plug-ins	11/01/2008		303,030	303,030	0.05	131,316	15,152	146,468	156,562
1288	E	2009 Ford Explorer #1033	02/01/2009		22,272	22,272	0.10	18,744	2,227	20,971	1,301
1289	E	2009 Ford Explorer	02/01/2009		21,933	21,933	0.10	18,458	2,193	20,651	1,282
1290	E	2009 Grand Caravan #1034	02/01/2009		17,014	17,014	0.10	14,317	1,701	16,018	996
1291	E	2009 Ford Econoline #1095	06/01/2009		19,434	19,434	0.10	15,706	1,943	17,649	1,785
1292	E	7 Ton Air End Lift/Pump	10/01/2008		2,787	2,787	0.10	2,441	279	2,720	67
1294	S	Office Remodelling	05/01/2009		92,690	92,690	0.05	37,846	4,634	42,480	50,210
1295	S	Electrical Installation	05/01/2009		4,361	4,361	0.05	1,780	218	1,998	2,363
1296	S	Steel Gate for Bus Lot	04/01/2009		12,595	12,595	0.05	5,197	630	5,827	6,768
1326	S	Electrical Conduits for bus garage cameras	11/01/2008		7,920	7,920	0.05	3,432	396	3,828	4,092
1327	V	2010 IC FE MFDT #751	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1328	V	2010 IC FE MFDT #761	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1329	V	2010 IC FE MFDT #762	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1330	V	2010 IC FE MFDT #763	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1331	V	2010 IC FE MFDT #764	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1332	V	2010 IC FE MFDT #765	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1333	V	2010 IC FE MFDT #766	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1334	V	2010 IC FE MFDT #767	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1335	V	2010 IC FE MFDT #768	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1336	V	2010 IC FE MFDT #769	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1337	V	2010 IC FE MFDT #770	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1338	V	2010 IC FE MFDT #771	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1339	V	2010 IC FE MFDT #772	07/01/2009	05/09/2018	74,021	67,853	0.20	74,021	0	74,021	0
1340	V	2010 IC FE MFDT #773	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1341	V	2010 IC FE MFDT #774	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1342	V	2010 IC FE MFDT #775	07/01/2009		74,021	0	0.20	74,021	0	74,021	0
1343	V	2010 IC FE MFDT #776	07/01/2009		74,021	0	0.20	74,021	0	74,021	0

Illinois State Board of Education
 Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance	
A	B	C	D	E	F	G	H	I	J	L	M	
1344	V	2010 IC FE MFDOT #777	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1345	V	2010 IC FE MFDOT #778	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1346	V	2010 IC FE MFDOT #779	05/08/2018		74,021	67,853	0	0.20	74,021	0	74,021	0
1347	V	2010 IC FE MFDOT #780	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1348	V	2010 IC FE MFDOT #781	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1349	V	2010 IC FE MFDOT #782	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1350	V	2010 IC FE MFDOT #783	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1351	V	2010 IC FE MFDOT #784	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1352	V	2010 IC FE MFDOT #785	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1353	V	2010 IC FE MFDOT #786	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1354	V	2010 IC FE MFDOT #787	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1355	V	2010 IC FE MFDOT #788	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1356	V	2010 IC FE MFDOT #789	07/01/2009	05/08/2018	74,021	67,853	0	0.20	74,021	0	74,021	0
1357	V	2010 IC FE MFDOT #790	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1358	V	2010 IC FE MFDOT #791	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1359	V	2010 IC FE MFDOT #792	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1360	V	2010 IC FE MFDOT #793	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1361	V	2010 IC FE MFDOT #794	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1362	V	2010 IC FE MFDOT #795	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1363	V	2010 IC FE MFDOT #796	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1364	V	2010 IC FE MFDOT #797	07/01/2009	05/08/2018	74,021	67,853	0	0.20	74,021	0	74,021	0
1365	V	2010 IC FE MFDOT #798	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1366	V	2010 IC FE MFDOT #799	07/01/2009		74,021		0	0.20	74,021	0	74,021	0
1367	E	Goodall Starting Unit	08/01/2009		18,890	18,890	0.10	14,955	1,889	16,844	2,046	
1368	E	Reconditioned 48 Volt Battery	04/15/2010		3,140	3,140	0.10	2,276	314	2,590	550	
1369	S	Canopy	10/01/2009		51,198	51,198	0.05	19,840	2,560	22,400	28,798	
1370	S	Office Remodeling	08/01/2009		33,839	33,839	0.05	13,395	1,692	15,087	18,752	
1371	S	Pill Coat Bus Lot	08/01/2009		4,720	4,720	0.05	1,868	236	2,104	2,616	
1376	V	2008 IC/CE 300 Bus #601	07/01/2010		54,450		0	54,450	0	54,450	0	
1377	V	2008 IC/CE 300 Bus #602	07/01/2010		54,450		0	54,450	0	54,450	0	
1378	V	2008 IC/CE 300 Bus #603	07/01/2010		54,450		0	54,450	0	54,450	0	
1379	V	2008 IC/CE 300 Bus #604	07/01/2010		54,450		0	54,450	0	54,450	0	

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
1380	V	2008 IC/CE 300 Bus #605	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1381	V	2008 IC/CE 300 Bus #606	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1382	V	2008 IC/CE 300 Bus #607	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1383	V	2008 IC/CE 300 Bus #608	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1385	V	2008 IC/CE 300 Bus #610	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1386	V	2008 IC/CE 300 Bus #611	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1387	V	2008 IC/CE 300 Bus #612	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1388	V	2008 IC/CE 300 Bus #613	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1389	V	2008 IC/CE 300 Bus #614	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1390	V	2008 IC/CE 300 Bus #615	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1391	V	2008 IC/CE 300 Bus #616	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1393	V	2008 IC/CE 300 Bus #618	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1394	V	2008 IC/CE 300 Bus #619	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1395	V	2008 IC/CE 300 Bus #620	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1396	V	2008 IC/CE 300 Bus #621	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1397	V	2008 IC/CE 300 Bus #622	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1398	V	2008 IC/CE 300 Bus #623	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1399	V	2008 IC/CE 300 Bus #624	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1400	V	2008 IC/CE 300 Bus #625	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1401	V	2008 IC/CE 300 Bus #626	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1402	V	2008 IC/CE 300 Bus #627	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1403	V	2008 IC/CE 300 Bus #628	07/01/2010		54,450	0	0.20	54,450	0	54,450	0
1404	S	FUEL CONTROL SYSTEM	11/30/2010		19,500	19,500	0.05	6,500	975	7,475	12,025
1408	R	Rebuilt Engine	03/29/2011		9,790	0	0.33	9,790	0	9,790	0
1409	R	Rebuilt Engine	03/29/2011		9,790	0	0.33	9,790	0	9,790	0
1410	R	Rebuilt Engine	08/23/2010		7,040	0	0.33	7,040	0	7,040	0
1411	R	Rebuilt Engine	07/06/2010		7,040	0	0.33	7,040	0	7,040	0
1412	V	2013 IC CE #800	06/28/2012		78,127	0	0.20	78,127	0	78,127	0
1413	V	2013 IC CE #801	06/28/2012		78,127	0	0.20	78,127	0	78,127	0
1414	V	2013 IC CE #802	06/28/2012		78,127	0	0.20	78,127	0	78,127	0
1415	V	2013 IC CE #803	06/28/2012		78,127	0	0.20	78,127	0	78,127	0
1416	V	2013 IC CE #804	06/28/2012		78,127	0	0.20	78,127	0	78,127	0

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance	
A	B	C	D	E	F	G	H	I	J	L	M	
1417	V	2013 IC CE #805	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1418	V	2013 IC CE #806	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1419	V	2013 IC CE #807	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1420	V	2013 IC CE #808	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1421	V	2013 IC CE #809	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1422	V	2013 IC CE #810	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1423	V	2013 IC CE #811	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1424	V	2013 IC CE #812	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1425	V	2013 IC CE #813	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1426	V	2013 IC CE #814	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1427	V	2013 IC CE #815	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1428	V	2013 IC CE #816	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1429	V	2013 IC CE #817	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1430	V	2013 IC CE #818	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1431	V	2013 IC CE #819	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1432	V	2013 IC CE #820	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1433	V	2013 IC CE #821	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1434	V	2013 IC CE #822	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1435	V	2013 IC CE #823	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1436	V	2013 IC CE #824	06/28/2012		78,127		0	0.20	78,127	0	78,127	0
1437	V	2013 IC CE #825	06/28/2012		81,100		0	0.20	81,100	0	81,100	0
1439	E	Pressure Washer	03/27/2012		5,245	5,245	0.10	2,796	524	3,320	1,924	
1440	R	Rebuilt Engine	04/12/2012		6,931		0	0.33	6,931	0	6,931	0
1441	R	Rebuilt Engine	04/12/2012		6,931		0	0.33	6,931	0	6,931	0
1442	E	2013 Ford F250 Reg Cab 4x4 1036	06/25/2013		28,200	28,200	0.10	11,515	2,820	14,335	13,865	
1443	R	Rebuilt Engine	02/27/2013		10,526		0	0.33	10,526	0	10,526	0
1444	S	Propane Fueling Station	09/10/2013		19,800	19,800	0.05	3,795	990	4,785	15,015	
1445	R	Rebuilt Engine	08/09/2013		11,833		0	0.33	11,833	0	11,833	0
1446	R	Rebuilt Engine	08/21/2013		7,435		0	0.33	7,435	0	7,435	0
1447	V	2015 IC CE 200 #151	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982	
1448	V	2015 IC CE200 #152	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982	
1449	V	2015 IC CE200 #153	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982	

Illinois State Board of Education
Pupl Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Promoted Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	N
1450	V	2015 IC CE 200 #154	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982
1451	V	2015 IC CE200 #155	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982
1452	V	2015 IC CE200 #156	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982
1453	V	2015 IC CE200 #157	07/15/2014		79,918	79,918	0.20	47,952	15,984	63,936	15,982
1454	V	2015 IC CE200 #158	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1455	V	2015 IC CE200 #159	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1456	V	2015 IC CE200 #160	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1457	V	2015 IC CE200 #161	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1458	V	2015 IC CE200 #162	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1459	V	2015 IC CE200 #163	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1460	V	2015 IC CE200 #164	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1461	V	2015 IC CE200 #165	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1462	V	2015 IC CE200 #166	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1463	V	2015 IC CE200 #167	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1464	V	2015 IC CE200 #168	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1465	V	2015 IC CE200 #169	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1466	V	2015 IC CE200 #170	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1467	V	2015 IC CE200 #171	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1468	V	2015 IC CE200 #172	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1469	V	2015 IC CE200 #173	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1470	V	2015 IC CE200 #174	07/15/2014		81,118	81,118	0.20	48,672	16,224	64,896	16,222
1471	V	2015 IC CE200 #175	07/15/2014		81,868	81,868	0.20	49,122	16,374	65,496	16,372
1472	V	2015 IC CE200 #176	07/15/2014		81,868	81,868	0.20	49,122	16,374	65,496	16,372
1473	V	2015 IC CE 200 #177	07/15/2014		86,618	86,618	0.20	51,972	17,324	69,296	17,322
1474	R	Replacement Engine	12/04/2014		12,028	6,014	0.33	10,357	1,671	12,028	0
1475	E	Transmission Floor Jack and Stands	11/11/2014		5,416	5,416	0.10	1,445	542	1,987	3,429
1476	R	Replacement Engine for 113	04/10/2015		7,999	6,666	0.33	5,999	2,000	7,999	0
1478	S	Repair Bus Lst Approach	09/08/2014		9,950	9,950	0.05	1,410	498	1,908	8,042
1479	S	Sidewalk Replacement	09/08/2014		14,550	14,550	0.05	2,062	728	2,790	11,760
1480	S	#3 BTU heater replacement	01/30/2015		3,149	3,149	0.05	393	157	550	2,599
1481	S	Unit 2A & 2B BTU Heaters	01/09/2015		4,924	4,924	0.05	615	246	961	4,063
1482	S	Exhaust fan	04/17/2015		3,268	3,268	0.05	367	163	530	2,738

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)
04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
1483	S	Replacement Unit Heater #6	01/23/2015		3,305	3,305	0.05	413	165	578	2,727
1484	E	20,000# Air/Hyd Floor Jack	03/22/2016		3,036	3,036	0.10	405	304	709	2,327
1485	E	20,000# Air/Hyd Floor Jack	03/22/2016		3,036	3,036	0.10	405	304	709	2,327
1486	V	2016 Blue Bird Vision #965	07/01/2015		97,638	97,638	0.20	39,056	19,528	58,584	39,054
1487	V	2016 IC 4600 #250	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1488	V	2016 IC 4600	09/09/2015		85,833	85,833	0.20	31,473	17,167	48,640	37,193
1489	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1490	V	2016 IC 4600	09/09/2015		85,833	85,833	0.20	31,473	17,167	48,640	37,193
1491	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1492	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1493	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1494	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1495	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1496	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1497	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1498	V	2016 IC 4600	09/09/2015		87,733	87,733	0.20	32,169	17,547	49,716	38,017
1499	V	2016 IC 4600	09/09/2015		86,033	86,033	0.20	31,546	17,207	48,753	37,280
1500	V	2016 IC 4600	09/09/2015		90,533	90,533	0.20	33,196	18,107	51,303	39,230
1501	V	2016 IC 4600	09/09/2015		90,533	90,533	0.20	33,196	18,107	51,303	39,230
1502	V	2017 Bluebird Vision	06/01/2016		85,325	85,325	0.20	18,487	17,065	35,552	49,773
1503	V	2017 Bluebird Vision	06/01/2016		85,325	85,325	0.20	18,487	17,065	35,552	49,773
1504	V	2017 Bluebird Vision	06/01/2016		85,325	85,325	0.20	18,487	17,065	35,552	49,773
1505	V	2017 Bluebird Vision	06/01/2016		85,325	85,325	0.20	18,487	17,065	35,552	49,773
1506	V	2017 Bluebird Vision	06/01/2016		85,325	85,325	0.20	18,487	17,065	35,552	49,773
1507	V	2017 Bluebird Vision	06/01/2016		85,825	85,825	0.20	18,595	17,165	35,760	50,065
1508	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1509	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1510	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1511	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1512	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1513	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1514	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

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A	B	C	D	E	F	G	H	I	J	L	M
1515	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1516	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1517	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1518	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1519	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1520	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1521	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1522	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1523	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1524	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1525	V	2017 Bluebird Vision	06/01/2016		84,825	84,825	0.20	18,379	16,965	35,344	49,481
1526	V	2017 Bluebird Vision	06/01/2016		85,486	85,486	0.20	18,522	17,097	35,619	49,867
1527	V	2017 Bluebird Vision	06/01/2016		85,486	85,486	0.20	18,522	17,097	35,619	49,867
1528	V	2017 Bluebird Vision	06/01/2016		89,194	89,194	0.20	19,326	17,839	37,165	52,029
1529	S	Carrier Roof Top Unit & HVAC	08/05/2015		27,305	27,305	0.05	2,616	1,365	3,981	23,324
1530	R	Replacement Engine for Bus 750	10/13/2015		18,616	18,616	0.33	10,859	6,205	17,064	1,552
1531	R	Engine replacement for Bus 206	11/25/2015		12,448	12,448	0.33	6,915	4,149	11,064	1,384
1532	E	Heavy Duty King Pin Press	06/17/2016		7,100	7,100	0.10	769	710	1,479	5,621
1533	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1534	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1535	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1536	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1537	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1538	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1539	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1540	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1541	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1542	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1543	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1544	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1545	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1546	V	2018-IC-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
1547	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1548	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1549	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1550	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1551	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1552	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1553	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1554	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1555	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1556	V	2018-1C-CE-6.7 Cummins	06/23/2017		85,467	85,467	0.20	1,424	17,093	18,517	66,950
1557	V	2018-1C-CE-6.7 Cummins	06/23/2017		90,191	90,191	0.20	1,503	18,038	19,541	70,650
1558	V	2018-1C-CE-6.7 Cummins	06/23/2017		90,191	90,191	0.20	1,503	18,038	19,541	70,650
1559	V	2017 Dodge Grand Caravan	02/21/2017		19,428	19,428	0.20	1,619	3,886	5,505	13,923
1560	S	Building Improvements - HVAC	05/01/2017		487,928	487,928	0.05	4,066	24,396	28,462	459,466
1561	E	Executive Desk	04/15/2017		4,081	4,081	0.10	102	408	510	3,571
1562	S	Propane Tank	10/01/2016		21,050	21,050	0.05	789	1,052	1,842	19,208
1563	V	2019 1C CE #426 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1564	V	2019 1C CE #427 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1565	V	2019 1C CE #428 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1566	V	2019 1C CE #429 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1567	V	2019 1C CE #430 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1568	V	2019 1C CE #431 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1569	V	2019 1C CE #432 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1570	V	2019 1C CE #433 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1571	V	2019 1C CE #434 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1572	V	2019 1C CE #435 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1573	V	2019 1C CE #436 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1574	V	2019 1C CE #437 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1575	V	2019 1C CE #438 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1576	V	2019 1C CE #439 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1577	V	2019 1C CE #440 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1578	V	2019 1C CE #441 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123

Illinois State Board of Education
 Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

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Sequence Number	Code	Description of Asset	Date Acquired	Date Deleted	Principal Cost	Prorated Cost as of June 30	Rate of Depr.	Accum. Prior Year Depreciation	Depreciation Allowance	Accum. Depr. Through the Fiscal Year Being Claimed	Undepreciated Balance
A	B	C	D	E	F	G	H	I	J	L	M
1579	V	2019 IC CE #442 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1580	V	2019 IC CE #443 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1581	V	2019 IC CE #444 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1582	V	2019 IC CE #445 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1583	V	2019 IC CE #446 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1584	V	2019 IC CE #447 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1585	V	2019 IC CE #448 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1586	V	2019 IC CE #449 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1587	V	2019 IC CE #450 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1588	V	2019 IC CE #451 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1589	V	2019 IC CE #452 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1590	V	2019 IC CE #453 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1591	V	2019 IC CE #454 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1592	V	2019 IC CE #455 C	06/20/2018		86,566	7,214	0.20	0	1,443	1,443	85,123
1593	V	2015 Blue Bird All American #1 F	01/16/2018		69,900	34,950	0.20	0	6,990	6,990	62,910
1594	B	Sterling Holley Fueling Building	02/02/2018		49,931	20,805	0.02	0	416	416	49,515
1595	R	Engine Replacement for bus #929	10/25/2017		9,339	6,997	0.33	0	2,332	2,332	6,997
1596	R	Engine Replacement for bus #621	11/03/2017		12,781	8,521	0.33	0	2,840	2,840	9,941
1597	E	5000* Cushion Tire Forklift	10/31/2017		20,687	15,515	0.10	0	1,552	1,552	19,135
1598	R	Replacement Engine	10/26/2017		7,878	5,909	0.33	0	1,969	1,969	5,909
304293	V	2014 Blue Bird Bus #951	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304294	V	2014 Blue Bird Bus #952	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304295	V	2014 Blue Bird Bus #953	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304296	V	2014 Blue Bird Bus #954	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304297	V	2014 Blue Bird Bus #955	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304298	V	2014 Blue Bird Bus #956	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304299	V	2014 Blue Bird Bus #957	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304300	V	2014 Blue Bird Bus #958	09/16/2013	05/28/2017	82,138	82,138	0.20	62,974	0	62,974	19,164
304301	V	2014 Blue Bird Bus #959	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304302	V	2014 Blue Bird Bus #960	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304303	V	2014 Blue Bird Bus #961	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304304	V	2014 Blue Bird Bus #962	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736

Illinois State Board of Education
Pupil Transportation & Reimbursement System

FY - 2019 Depreciation Schedule Summary (Rev.# 0)

04101205025 - Rockford SD 205

Date: 10/25/2018

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304305	V	2014 Blue Bird Bus #963	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
304306	V	2014 Blue Bird Bus #964	09/16/2013		82,138	82,138	0.20	62,974	16,428	79,402	2,736
Column Totals (\$)					25,556,653	13,924,471		15,540,196	2,031,300	17,571,497	7,985,153

Exhibit I

ISBE FY17 Transportation Claim for School Year 2016-2017

Illinois State Board of Education
Pupil Transportation Claim & Reimbursement System
Pupil Transportation Claim Details
FY 2018: School Year 2016 - 2017

Code : 04-101-2050-25
Entity : Rockford SD 205

Regular Education Pupil Transportation (Regular School Term ONLY)

1. Number of Public School K - 12 Regular Education Pupils Enrolled to be Transported on a Regular Route

(a) residing 1.5 miles or more from school	18,064
(b) residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard	7
(c) residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard	2,224
(d) total number of public school k - 12 regular education pupils on a regular route (Lines 1a+1b+1c)	20,295

2. Number of Non-public School K - 12 Regular Education Pupils Enrolled to be Transported on a Regular Route

(a) residing 1.5 miles or more from school	0
(b) residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard	0
(c) residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard	0
(d) total number of non-public school k - 12 regular education pupils on a regular route (Lines 2a+2b+2c)	0

3. Number of Pre-k Regular Education Pupils Enrolled to be Transported

(a) residing 1.5 miles or more from school on a regular route (<i>NOT on an exclusive pre-k route</i>)	65
(b) residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard on a regular route	0
(c) residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard on a regular route	0
(d) total number of pre-k regular education pupils on a regular route (<i>NOT on an exclusive pre-k route</i>)(line 3a + line 3b + line 3c)	65
(e) total number of pre-k regular education pupils enrolled to be transported <i>not reported on Line 3d</i>	1,142
(f) total number of pre-k regular education pupils enrolled to be transported (line 3d + line 3e)	1,207

4. Reimbursable Curriculum-Related Field Trips for Resident Pupils who are NOT ENROLLED ON A REGULAR ROUTE

(a) number of resident pupils (headcount)	4,328
(b) number of days	7,690

5. Total Number of Days Pre-k - 12 Regular Education Pupils are Enrolled to be Transported

(a) days for pre-k - 12 pupils residing 1.5 miles or more from school plus reimbursable field trip days	2,596,706
(b) days for pre-k - 12 pupils residing less than 1.5 miles from school <i>WITHOUT</i> an approved serious safety hazard	576
(c) days for pre-k - 12 pupils residing less than 1.5 miles from school <i>WITH</i> an approved serious safety hazard	331,280
(d) total number of days for pre-k - 12 regular education pupils enrolled to be transported (line 5a + line 5b + line 5c)	2,928,562

6. Number of Student Attendance Days on the School Calendar (regular school term only) 172

7. Average Number of Pre-k - 12 Regular Transportation Pupils Transported Per Year

(a) pre-k - 12 pupils residing 1.5 miles or more from school plus reimbursable pupils (Line 5a divided by 172)	15,097
(b) pre-k - 12 pupils residing less than 1.5 miles from school <i>WITHOUT</i> a safety hazard (Line 5b divided by 172)	3
(c) pre-k - 12 pupils residing less than 1.5 miles from school <i>WITH</i> a safety hazard (Line 5c divided by 172)	1,926
(d) total average number of pre-k - 12 pupils enrolled to be transported (Lines 7a+7b+7c)	17,027

Transportation Other Than Regular

8. Number of Vocational Pupils Enrolled to be Transported (regular school term only)	85
9. Number of Special Education Pupils Enrolled to be Transported during Regular and Summer School Term	1,553

Illinois State Board of Education
Pupil Transportation Claim & Reimbursement System
Pupil Transportation Claim Details
FY 2018: School Year 2016 - 2017

Code : 04-101-2050-25

Entity : Rockford SD 205

Mileage

10. Total Regular Transportation Miles to and from School

a) Total regular route miles	3,141,230
b) Total regular curriculum-related field trip miles	42,598

11. Total Vocational Transportation Miles to and from School

a) Total vocational route miles	84,666
b) Total vocational curriculum-related field trip miles	9,575

12. Total Special Education Transportation Miles to and from School

a) Total special education route miles	1,541,599
b) Total special education curriculum-related field trip miles	19,017

13. Total Non-reimbursable Miles (Regular and Summer Terms)

a) Total non-curriculum-related field trip miles	118,629
b) Total Pre-Kindergarten miles	1,143,491

Expenditures

	A Regular	B Voc. Ed.	C Spec. Ed.	D Non-Reim	E Total
14. Direct Costs:					
a. Salaries	7,157,994	21,887	151,783	1,107,745	8,439,409
b. Employee Benefits	2,862,232	7,102	65,939	1,968,091	4,903,364
c. Purchased services other than Lines 'd','e' & 'f'	617,910	1,574	19,136	63,078	701,698
d. Contractual transportation services	52,506	27,239	3,427,944	1,638,492	5,146,181
e. Payments to Public Transit Carriers	0	0	0	0	0
f. Payments to other districts	0	0	0	0	0
g. Supplies	2,734,665	6,433	18,823	128,581	2,888,502
h. Other	0	0	0	0	0
15. Subtotal Transportation Fund Expenditures	13,425,307	64,235	3,683,625	4,905,987	22,079,154
16. Pupil transportation related building & maintenance:					
a. ED fund expenditures	41,886	342	31,031	13,409	86,668
b. OM fund expenditures	88,849	725	65,822	28,422	183,818
17. Allowable depreciation	934,209	7,622	692,085	299,056	1,932,972
18. Total Direct Costs (total lines 15 through 17)	14,490,251	72,924	4,472,563	5,246,874	24,282,612
19. Deductions					
a. Payments from other districts	40,643	96	280	1,507	42,526
b. Payments from parents	635	1	4	24	664
c. Other Revenue	5,681	13	39	1,234,155	1,239,888
20. Total Deductions (total lines 19a and 19b)	46,959	110	323	1,235,686	1,283,078
21. Net Direct Costs (line 18 minus line 20)	14,443,292	72,814	4,472,240	4,011,188	22,999,534
22. Indirect Costs (line 21 - (lines 14d + 14e + 14f) x .0)	719,539	2,279	52,215		774,033
23. Total Costs (line 21 + line 22)	15,162,831	75,093	4,524,455	4,011,188	23,773,567

Exhibit J

2017-2018 School Start Times

	SCHOOL	ZERO HR	TRANSPORTED SCHOOL HOURS		AM DROP
10	Auburn	7:30	8:30 - 3:45		8:15
11	East		8:30 - 3:45		8:10
13	Guilford	7:30	8:30 - 3:45		8:10
18	Jefferson		8:30 - 3:45		8:15
7	Eisenhower		8:45 - 3:45		8:25
8	Flinn		8:45 - 3:45		8:35
6	Kennedy		8:45 - 3:45		8:00
2	Lincoln		8:45 - 3:45		8:20
3	RESA		8:45 - 3:45		8:30
9	West	7:35	8:45 - 3:45		8:25
4	Marshall Middle		8:45 - 3:45		8:25
30	Dennis Early Education Center		9:00 - 3:20	11:45	12:45
65	Nashold		8:00 - 2:15	10:45	11:45
80	Summerdale Early Education Center		9:00 - 3:20	11:45	12:45
35	Fairview Early Education Center		7:50 - 2:20	10:25	11:40
19	Roosevelt H.S.		8:00 - 2:20	10:55	7:45
5	Wilson Aspire		8:20 - 3:20		8:20
22	Barbour		7:45 - 2:10		7:20
23	Beyer		7:45 - 2:10		7:15
24	Bloom		7:45 - 2:10		7:15
25	Brookview		7:45 - 2:10		7:20
26	Carlson		7:45 - 2:10		7:15
27	Cherry Valley		7:45 - 2:10		7:15
28	Conklin		7:45 - 2:10		7:20
32	Ellis		8:30 - 2:55		8:05
38	Froberg		7:45 - 2:10		7:30
40	Gregory		7:45 - 2:10		7:15
46	Haskell		7:45 - 2:10		7:25
50	Hillman		7:45 - 2:10		7:15
53	Johnson		7:45 - 2:10		7:25
55	Kishwaukee		7:45 - 2:10		7:15
58	Lathrop		7:45 - 2:10		7:15
59	Lewis Lemon		7:45 - 2:10		7:15
61	McIntosh		7:45 - 2:10		7:05
64	Montessori		7:45 - 2:10		7:25
66	Nelson		7:45 - 2:10		7:25
73	Riverdahl		7:45 - 2:10		7:10 - 7:15
76	Rolling Green		9:00 - 3:25		8:40
81	Spring Creek		7:45 - 2:10		7:10
86	Marshall Elementary		9:05 - 3:30		8:30
54	Washington		7:45 - 2:10		7:15
88	Welsh		7:45 - 2:10		7:25
89	West View		7:45 - 2:10		7:25
91	Whitehead		7:45 - 2:10		7:15
601	Legacy		8:30 - 3:30		7:50
602	Galapagos Elementary		8:00 - 3:45	Every Wed. out at 12:30	7:30
602	Galapagos Middle		8:00 - 3:45	Every Wed. out at 12:30	7:30
603	Jackson Charter		7:30 - 2:20		7:20