

**REQUEST FOR PROPOSAL
HOMEWOOD-FLOSSMOOR PARK DISTRICT
BUS TRANSPORTATION SERVICES**

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**REQUEST FOR PROPOSAL
HOMEWOOD-FLOSSMOOR PARK DISTRICT
BUS TRANSPORTATION SERVICES**

**The Homewood-Flossmoor Park District is seeking proposals for
Bus Transportation Services for the 2025 Summer Camp Season**

Dear Proposer,

The Homewood Flossmoor Park District is accepting written proposals for Bus Transportation Services for the Park District's 2025 Summer Camp Program.

Interested companies must respond to this request no later than April 1st, 2025. Proposals should be directed to:

Mike Gianatasio, Superintendent of Recreation
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
708-957-0280 phone
708-957-8574 fax
mgianatasio@hfparks.com

Oral proposals or oral modifications to proposals will not be considered. It is the sole responsibility of the respondent to see that its proposal is received in proper time. Electronic proposals will be accepted.

Any questions regarding this Request for Proposals should be directed to Mike Gianatasio, Superintendent of Recreation at mgianatasio@hfparks.com

We look forward to receiving and reviewing your proposal,

Sincerely,

Mike Gianatasio
Superintendent of Recreation

**HOMEWOOD-FLOSSMOOR PARK DISTRICT
BUS TRANSPORTATION SERVICES**

I. BACKGROUND/SUMMARY

The Homewood-Flossmoor Park District ("Park District") is accepting proposals for Bus Transportation Services ("Services") for its 2025 Summer Camp Program (the "Program" or "Summer Camp"). The Program typically operates Monday-Friday during the summer months. The estimated term of the Services is June 9, 2025 through August 1, 2025.

Services include providing buses and certified, licensed school bus drivers to transport the Park District's Summer Camp participants, ages 5-14, and adult staff. Furthermore, the successful Contractor may also provide scheduled transportation for a variety of other Park District programs, including for the Park District's Teen Camp, all with adult staff supervision.

II. REQUEST FOR PROPOSAL ("RFP") REQUIREMENTS

- A) This RFP is an invitation to submit a proposal and does not commit the Park District in any way to enter into a contract for the Services. In addition, the RFP does not obligate the Park District to pay any costs incurred by any respondent in conjunction with the preparation of a response to this RFP.
- B) Documents submitted in response to this RFP become the exclusive property of the Park District and are accordingly considered public records under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.
- C) The Park District expressly reserves the right, for its own convenience, with or without notice, to do any or all of the following:
- Waive or correct any defect or technical error in any response, proposal, or proposal procedure, as part of the RFP or any subsequent negotiation process.
 - Accept or reject any and all proposals, accept only portions of a proposal and reject the remainder with or without cause, and without obligation to indicate any reason for such rejection. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any respondent against the Park District.
 - Modify the selection procedure, the scope of the Services, proposal requirements, or the qualifications.
 - Negotiate with any, all, or none of the respondents to the RFP.
- D) Each proposal shall be made on the "Proposal Form" furnished by the Park District and included in this RFP. The Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink.
- E) Attached to the Proposal Form will be the Contractor's Compliance and Certification Attachment regarding the respondent's compliance with applicable laws. **Failure of a respondent to complete/submit a required certification shall be the basis for immediate**

rejection of that respondent's proposal. The certification of the successful Contractor shall become a part of the Contract with the Park District.

- F) All prices submitted for field trips shall include the total transportation costs to and from the Park District, including all costs for fuel and tolls. All prices submitted for daily buses shall be the total cost per day for transportation services to the Park District and shall include all costs for fuel and tolls. The Park District is tax-exempt; all proposals must be prepared accordingly.
- G) Any interpretation, correction to, or addition to this RFP will be made by written Addendum and will be delivered to each respondent of record. The written Addenda constitute the only interpretations of this RFP; the Park District accepts no responsibility for any other claimed interpretations or communications.
- H) Respondents may withdraw or cancel their proposals at any time prior to the advertised proposal due date by submitting a request for said withdrawal. After the proposal opening time, no proposal shall be withdrawn or canceled for a period of sixty (60) calendar days.

III. QUALIFICATIONS

The selected firm will be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing similar transportation services as required by this RFP; and 2) are able to show that they have adequate qualified, licensed drivers and buses to successfully complete the Services and within the time required by the Park District. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the proposal. Failure to do so may result in disqualification of the proposer.

- A) All proposals must be submitted on the Proposal Form included herein along with a signed and duly notarized Contractor Compliance and Certifications Attachment. **Failure of a Bidder to complete/submit a required Contractor Compliance and Certifications Attachment shall be the basis for immediate rejection of that Bidder's bid.** The Compliance and Certifications Attachment of the successful Bidder shall become a part of the contract with the Park District.
- B) On the reference form provided herein, list at least three (3) clients for which the respondent has provided such services as described in the RFP within the past three (3) years, which are comparable in scope. Said references must include the name of the client, the client's address, telephone number, e-mail address, name of a contact person, and dates of service.
- C) The Park District may also request such other information as will satisfy them that the Bidder is able, financially and otherwise to deliver the services pursuant to the Bid Documents.
- D) No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter,

as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

IV. AWARD OF CONTRACT

- A) The Park District will award the contract to the most qualified contractor as determined by the Park District. In considering the most qualified, the Park District may evaluate, among other factors, the ability of the respondent to provide experienced personnel sufficient in numbers to timely and properly complete the Services, conformity with the Specifications, serviceability, quality, ability to provide safety and comfort for the Program participants and price.
- B) This RFP, together with, the Agreement Between Owner and Contractor for Bus Transportation Services, substantially in the same form as included in this RFP (the "Agreement") and proof of insurance comprise the Contract Documents.

V. SPECIFICATIONS

The successful Contractor shall provide the following as part of the Services, and the proposal should be accompanied by such information about the respondent as it deems appropriate to indicate its ability to provide such services adequately.

A) Contractor Personnel:

Contractor personnel shall be expected to perform, including but not limited to, the following list of duties:

1. Maintain facilities and bus fleet, including preventative maintenance program. The maintenance facility shall be located within a twenty (20) mile radius of the Park District boundaries, and the Contractor must have demonstrated successful operations for a minimum of two (2) years at this site.
2. Recruit, select and train bus drivers.
3. Prepare and administer pre-service and in-service bus driver training including safety and Program participant discipline topics.
4. Keep records on all personnel.
5. Maintain and keep current on all Federal and State laws regarding student transportation.
6. Investigate requests and complaints regarding transportation services and make recommendations to the Park District's designated representative.
7. Prepare and retain reports necessary for compliance with law or to complete District, State and local requests for information.
8. Supply a sufficient number of regular and substitute drivers to be available and properly trained so that full transportation service is provided.

9. Secretarial duties, including but not limited to telephone coverage, filing, report documentation, etc.
10. Be aware and keep the Park District's designated representative advised on ideas for improvements in the Services and cost savings.
11. Be capable and experienced in school bus fleet operation and management.
12. Use random drug and alcohol tests as part of employment policy in accordance with Department of Transportation regulations governing CDL drivers.
13. Assist the Park District in developing safe and economical daily routes.
14. Assign a responsible person to be at the base radio station with a telephone available whenever daily buses are on the road.
15. Dispatch buses, check drivers and be totally familiar with all bus routes, schedules, facility locations, etc.
16. Minimum telephone coverage by the Contractor, or terminal manager, shall be from 7:30 a.m. to 5:30 p.m. on Summer Camp days.
17. The number of full-time (or equivalent) employees to be used to perform the managerial, maintenance and clerical responsibilities shall be sufficient to fill the above requirements.

B) School Buses:

1. All school buses used in the performance of the Services shall be owned or leased by the Contractor and if leased, the Contractor shall furnish the Park District with a statement setting forth the name and address of the owner of each such school bus before placing said school bus in service. The Contractor shall present suitable evidence prior to the award of the contract for the Services establishing that it will have ample units available and ready for use. During the course of providing the Services, if any equipment used by the Contractor is condemned in whole or part, it is agreed that the unit will be replaced by the Contractor without expense to the Park District and without any claim or adjustment. The Contractor shall cause all equipment used during the term of this contract to comply with all Federal, State and local statutes, regulations, ordinances, rules, policies, school bus specifications, and safety legislation governing bus transportation in the State of Illinois.
2. All buses are to be equipped with an exclusive 800 MHZ radio system or cell phone. All licenses, fees, etc. associated with the two-way radio system or cell phone shall be obtained by the Contractor at its expense.
3. All vehicles must be no less than 71 passenger capacity. A sufficient number of larger passenger vehicles must be available to serve the needs of the Park District whenever necessary.
4. No vehicle shall ever carry more than the prescribed authorized number of passengers; passengers shall only include those Program participants designated by the Park District

and staff adults assigned by the Park District. Contractor shall not allow any person, other than Program participants, Park District staff, and Contractor's supervisors, drivers, and drivers in training, to ride buses without the written consent of the Park District.

5. At any time in the performance of the Services, no bus shall be more than five (5) years old. The average age of all buses shall be no more than four (4) years old unless prior approval is granted by the Park District.
6. All passenger buses shall be equipped with a minimum of three (3) push-out windows per side and a safety cross arms mounted on the front of the bus.
7. The Contractor shall keep all school buses used in the performance of the Services in a good state of maintenance and repair. The Contractor shall cause each school bus to be inspected in accordance with standards set forth by the State Board of Education and the Illinois Department of Transportation as well as all local, State and Federal standards, but under no circumstances shall there be less than two (2) inspections per year. No vehicle may be used in the transportation of Program participants without first having completed these required inspections. All vehicles must carry a current school bus safety sticker at all times. **Documentation of said inspection reports shall be provided to the Park District prior the execution of the Agreement.**

No bus shall be continued in use after being declared unsatisfactory or unsafe by either a governmental body, the State Board of Education, the Park District or any other inspector appointed by either the State Board of Education or the Park District nor returned to service until such unsafe conditions have been corrected. Approved, satisfactory substitute buses shall be supplied by the Contractor while any regular buses are not used. Any State inspector fees incurred in the periodic inspection of the vehicles herein described shall be at no cost to the Park District.

All buses shall be inspected daily and checked carefully for defects and such defects as may be found shall be remedied before using said vehicle. In addition, the Contractor shall maintain a sufficient number of approved standby buses in good operating condition to be used in the event any buses which are transporting campers in accordance with this Agreement shall fail to function or otherwise be unable to operate. No daily charge shall be made for any standby bus.

8. All vehicles used to complete the Services shall, at all times, be maintained in a clean, suitable, and proper mechanical condition. Each bus shall be cleaned and left in broom-swept condition each day.
9. The Contractor will be required to keep thorough, up-to-date records of all operating data and maintenance work done, and the Park District shall have access to these files.

Examples include:

- a. Gas mileage
- b. Oil usage
- c. Tire replacement

- d. Work repair orders
- e. Inspections (daily, other)

10. An accessible bus may be necessary to transport certain participants. Should the need arise for a handicap accessible bus, the Park District will request one based on the all day rate or, if needed for a field trip, based on the price per hour. The accessible bus should be equipped with seatbelts and air conditioning.

C) Drivers and Training:

1. It is understood that the Contactor, its officers, agents and employees shall be considered, and at all times act in the capacity of an independent contractor and not as an employee of the Park District for any purpose, and shall not acquire either by contract or by operation of law any rights or benefits provided for employees of the Park District. All expenses of operation maintenance shall be paid by the Contractor.
2. All buses shall be operated at all times by trained, competent, and prudent drivers who shall meet the requirements for school bus drivers as set forth by the State of Illinois and the Department of Transportation. In addition, all drivers shall be required to follow all Park District transportation policies and regulations. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of highest moral character. The Park District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person to drive a bus whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever, nor shall Contractor allow any person to drive a bus who is not at the time in a condition of mental and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, and the Contractor agrees that it shall not enter into an agreement or arrangement with any employee, person, group or organization which will in any way interferes with the Contractor's ability to comply with this requirement. The Contractor further agrees that the Park District's Executive Director, or his or her designee, shall have the right to request reassignment of any of Contractor's employees who, in the Park District's opinion, is not qualified to operate a bus under this Agreement.
3. Contractor shall establish and implement a screening, hiring and training program which includes the following as a minimum:
 - a. Driver completes a written application form which is provided by the Contractor.
 - b. Driver has an initial interview with the Contractor or manager to determine the applicant's aptitude for the job.
 - c. Contractor shall conduct a record check on the applicant's driving record. Contractor also must ensure that the applicant has had no conviction against public morals or felony charge. The applicant's driving record, which is obtained from the State of Illinois, shall be available upon request to the Park District.

- d. Contractor must provide adequate pre-service training, including first-aid training, so that the driver has a thorough knowledge of the State of Illinois traffic laws and regulations. In addition, the Contractor must provide a minimum of twenty (20) hours classroom and fifteen (15) hours of behind-the-wheel training with a qualified instructor before the driver takes his/her school bus road test with the Motor Vehicle Department.
 - e. All drivers shall be required to take a Defensive Driving Class within one hundred-twenty (120) days of employment, and evidence of satisfactory completion shall be furnished to the Park District.
 - f. Applicant drivers must pass physical, written and road tests, and obtain a minimum of a class "C" license and an Illinois School Bus Permit before transporting Program participants.
 - g. The Contractor must provide ongoing in-service training programs for the bus drivers. Drivers shall be required to attend the meetings. The meeting topics shall be geared to driver needs including safety, discipline, drills, etc. Failure to attend may, at the sole option of the Park District, result in replacement of the non-attending driver. Park District staff shall be informed in advance when these meetings take place.
 - h. In addition to the in-service meetings, meetings shall be conducted on topics that require immediate attention.
 - i. Contractor must provide route training before the driver is given the responsibility of transporting Program participants. This would include, but not be limited to:
 - i. a specific map of the daily routes indicating exact locations of facilities;
 - ii. specific information about the daily route indicating danger points, road hazards, etc.;
 - iii. actual driving of the route.
4. Contractor will be responsible for the proper supervision of the drivers to ensure the routes are being run correctly and on time. Also included in this supervision should be an annual written evaluation of all drivers in the areas of driving competency, understanding the laws, regulations, and Park District policies.
5. Contractor shall furnish to the District at the beginning of the Program a listing of names, ages, addresses, driver's license numbers, expiration dates and telephone numbers of all regular and substitute drivers, along with the route they will be driving. This listing shall be maintained current by the Contractor.
6. Each driver assigned to duties in the performance of the Services must be at least twenty-one (21) years of age and fully licensed as a school bus driver by the State of Illinois. All drivers shall maintain a courteous attitude and neat appearance. A uniform appearance is recommended. All drivers must speak English.

7. All drivers must comply with all requirements of local, state and federal law, regulations and policies which include, but are not limited to, drug and alcohol testing, physical fitness for contacts with students, and criminal investigation background checks. Two (2) weeks prior to the commencement of Services, Contractor must provide to the District a certified list of all drivers and proof that each driver has passed all such tests. The cost of the criminal background checks, substance abuse testing, physical fitness testing, and all other testing will be paid by the Contractor. The Park District or its representative may at its discretion demand such additional examinations of drivers as it deems necessary and the costs of such additional examinations shall be paid by the Contractor. If new drivers are assigned to the performance the Services after commencement of the term of the Agreement, such new drivers must be examined five (5) days prior to such assignment. Any driver who is found to be physically unfit to operate a school bus will be removed immediately from performance of his/her transportation duties.
8. Contractor shall provide all drivers with a manual or handbook outlining all Contractor policies and procedures. Included therein must be a written policy covering procedures to follow in emergency situations and all steps to follow if the bus is involved in an accident of any kind. There should also be a procedure outlining the steps to follow if the bus breaks down. All drivers should be schooled and tested on these procedures to the extent that they will be prepared if an emergency does occur. The Park District's Superintendent of Recreation must be immediately notified by the Contractor when any accident has occurred or any driver has been stopped by the police and issued a citation. Contractor's first priority, however, is to see that the Program participants involved are cared for.
9. Bus drivers shall be hired, employed and under complete supervision of the Contractor, however, the Park District reserves the right, in its sole discretion, to require the removal or transfer of any driver when such driver violates any provision of this Agreement and/or conducts himself/herself in a manner which is detrimental to the physical, mental or moral well-being of students and/or is in violation of Park District policy and/or any law or regulation relating to the Services provided hereunder.

Contractor shall keep the files on each bus driver including, but not limited to, the driver's name, driver's license number and date of expiration, valid permit number for driver of school buses, proof all school bus training required by Illinois law, health certificate and date issued, proof of age, proof of drug testing, proof of an Illinois criminal background and investigation check, any such other records as may be required by law, regulation and/or policy, or as may be reasonably requested by the Park District. The Park District shall have access to these files upon request.

10. The drivers shall be responsible for loading and unloading students and, with assistance from any Park District staff, shall be responsible for Program participant discipline while on the bus. Corporal punishment will not be used. The Park District shall have the sole authority to make decisions on disciplinary problems, suspensions or expulsions of any Program participant. Contractor's drivers are responsible only for such discipline required to properly and safely operate the bus. Each driver shall handle all disciplinary

matters in strict accordance with Park District policy. In no case will a driver eject a Program participant from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other Program participants, and then only after radio notice to the Contractor's terminal and the Park District's Superintendent of Recreation, or his or her designee. All discipline problems shall be promptly reported to the Park District in writing following completion of the route. The failure of any driver to obey and enforce all rules established by the Park District with respect to the transportation of the Program participants shall be sufficient reason for the removal of such driver from the performance of the Services upon the request of the Park District.

11. The responsibility for any vandalism damages to the Contractor's equipment or facilities will be discussed on a case by case basis.
12. All bus conduct rules shall be obeyed by both Program participants and drivers. This shall include no smoking, profane language, etc. Drinking beverages and eating may be allowed on field trips. The drivers shall be responsible for a complete safety test BEFORE leaving on any trip. This test shall consist of, but not limited to the following:
 - a. Rear safety door
 - b. Windows
 - c. Fuel
 - d. Tires
 - e. Lights
13. Contractor shall comply with all applicable Federal, State and local laws and regulations pertaining to wages and hours of employment of all personnel employed by the Contractor in the performance of this contract.
14. Contractor shall maintain a sufficient number of substitute drivers who have not been assigned permanent routes who will cover bus schedules when a driver is absent.
15. In the event of the removal or suspension of any employee, the Contractor shall immediately replace the employee without disruption in service.
16. Contractor shall only employ persons who have successfully passed the Illinois Criminal Background Check and Investigation.
17. Each driver shall observe all state and local traffic regulations including, but not limited to, those contained in the Illinois Motor Vehicle Code.

D) Safety:

1. All traffic regulations must be observed at all times.
2. Each driver shall remain with his/her bus at all times whether enroute or at a facility.
3. Each driver shall use all care to guard the children, prevent undue crowding, and maintain order in his bus without use of force or fear. Any child refusing to obey the

driver will be reported to the Park District; the Park District's decision and action in the matter will be final.

4. All children riding the buses will be carried to their designated locations. No child shall be allowed to get off at a stop other than the designated location.
5. Contractor shall plan and administer a safety program in conformance with state laws and regulations; and such programs shall include, but are not limited to the following:
 - a. All drivers must participate in both classroom and on-the-road training programs devoted to safety, proper bus operation, rules and regulations and safety.
 - b. All drivers must be evaluated after thirty (30) days of employment and at least annually thereafter and must annually be given a review course on rules, regulations and safety.
 - c. Contractor must assist and participate with the District in providing safety instructions as needed for the students.
 - d. All bus routes, bus stops, operation of vehicles and driver activities must be conducted with the safety of the students as primary concern.
 - g. All new drivers will be trained for a minimum of twenty (20) hours classroom and fifteen (15) hours "Behind the Wheel".
 - h. Contractor must have, on their payroll, a supervisor who has as a primary duty the responsibility for safety and safety related issues.

E) Telephones:

Contractor shall maintain at its own expense two telephone lines. One line is to be listed for the general public and one line is to be an unlisted number for the purpose of allowing the designated representative of the Park District or the Contractor to communicate regarding any problems with delay. Contractor shall have competent personnel available to answer said public and private lines during normal working hours.

VI. GENERAL CONDITIONS OF THE CONTRACT

A) Delivery/Schedules:

Contractor shall deliver all bus transportation services in accordance with the Park District's designated schedule. Failure to comply with this schedule will result in the Contractor being assessed a liquidated damage fee for each occurrence as set forth in the special conditions of the contract. The determination of Contractor's timeliness shall be made by the Park District's designated representative.

Buses shall complete a bus route despite any late delivery. In all cases where the Contractor anticipates delays or the missing of routes because of a Force Majeure Event, as defined below, the Contractor shall notify the Park District's designated representative of said situation immediately upon becoming aware of it. Failure of the Contractor to provide notification as specified herein shall subject the Contractor to liquidated damages fees in accordance with the special conditions of the contract.

B) Payment:

Contractor shall submit monthly billing for daily routes no later than the 10th of each month detailing all Services provided during the previous month. The billing should also include all deductions related to the implementation of the liquidated damages clause. Liquidated damage deductions will appear on the billing for the subsequent month's service, thereby being deferred for a thirty (30) day period. However, the final bill from the Contractor shall include all liquidated damage deductions not included previously. It shall be the responsibility of the Park District to review the billings and to advise the Contractor if liquidated damages are incorrectly reported. If an objection is not made to a liquidated damages billing within thirty (30) days of billing, the Park District forfeits its right to request said deduction. Payment shall be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1.

C) Confidentiality of Program Participant Information:

Any Program participant information received by the Contractor in connection with the Agreement shall be kept strictly confidential and shall not under any circumstance be disseminated to any third party except as required by law or with the written consent of the Park District and the affected Program participant(s).

D) Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of this Agreement.

E) Insurance:

Contractor shall purchase and maintain for the term of the Agreement, the following amounts and types:

1. Commercial General and Umbrella Liability Insurance:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District.

2. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent to that provided in the 1990 and later editions of CA 00 01.

3. Workers Compensation Insurance

Contractor shall maintain workers' compensation and employee liability insurance. The commercial umbrella and/or employers' liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required, the Contractor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the 'Contractor's Services.

4. Evidence of Insurance

Prior to beginning the Services, the Contractor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s) executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

5. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best – that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

6. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Company may be asked to eliminate such deductibles or self-insured retentions as respects to the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

8. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Company shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F) Force Majeure:

If the Contractor is unable to perform the Services due to an act of God, fire, strike, loss of transportation facilities, lock out, or commandeering of materials, products, plants, or facilities by the government, or any condition or cause beyond the Contractor's control (individually or collectively, "Force Majeure Event(s)"), Contractor's duty to perform the Services is suspended to the extent prevented or hindered by such a Force Majeure Event.

If the Services are interrupted for more than twenty-four (24) hours due to a Force Majeure Event, the Park District shall have the right to provide substitute transportation services, and in such case, the Contractor agrees to pay the difference between its charges and the charges of the substitute transportation services.

G) No Assignment:

Contractor shall not assign or sell any rights to this Agreement to another party or parties without prior written approval from the Park District. Such action without approval shall be void.

H) Termination; Remedies for Breach of Contract:

If Contractor violates, breaches or fails to perform any of the terms or conditions of the Agreement, the Park District shall have the right to terminate the Agreement. In the event of such termination, the Park District shall be entitled to damages, including attorney fees, resulting from said violation, breach or failure by the Contractor.

I) Compliance with Laws:

In the performance of the Services, Contractor shall ensure that all Services, vehicles, and personnel comply with each applicable statute, rule, regulation, and requirement of the Federal government, the State of Illinois, the Park District, and each local municipality in which the buses will be operated. To the extent any provision of law conflicts with any provision of this Agreement, Contractor shall comply with the more stringent provision to the full extent allowed by law. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims, or actions.

J) Governing Law:

This Agreement shall be in accordance with the laws of the state of Illinois. The parties stipulate that this Agreement was entered into in Cook County in the State of Illinois. The parties further stipulate that the Circuit Court of Cook County, Illinois, is the only appropriate forum for any litigation resulting from a breach hereof or any disputes or questions risen here from, but only after exhausting all possible administrative remedies.

VII. SPECIAL CONDITIONS OF THE CONTRACT

Delivery Time and Liquidated Damages:

1. Should the successful Contractor breach its obligations during the term this Agreement to deliver the Services on time based on the schedule provided by the Park District, Contractor shall be liable and shall pay to the Park District, not as a penalty but as a liquidated damages the following:

| <u>Instances of Lateness</u> | <u>Liquidated Damage Fee per Occurrence</u> |
|------------------------------|---|
| Buses 1-10 min. late: | \$20.00 |
| Buses 11-20 min. late: | \$40.00 |
| Buses over 20 min. late: | \$50.00 |
| Buses over 45 min. late: | \$100.00 |

2. Failure to comply with the Park District’s delivery schedule will result in the Contractor being assessed a liquidated damages fee for each occurrence.

3. The liquidated damages fee shall be deducted from the monthly billings.
4. Repeated violations of the time schedules shall be sufficient cause for the Park District to terminate the Agreement.

**Homewood-Flossmoor Park District
Bus Transportation Services
Company Information**

Company Name: _____

Address: _____

Telephone Number: _____

Fax: _____

Email: _____

Contact Name: _____

Contact Title: _____

Signature: _____

Date: _____

**Homewood-Flossmoor Park District
Bus Transportation Services
Proposal Form**

Company Name: _____

The undersigned proposes to provide all Services in accordance with the Specifications, Conditions of the Contract, and as follows:

Homewood-Flossmoor/Summer Camps

Daily Shuttle Bus

One daily shuttle bus needed for every day, M-F, 6/9/2025 through 8/1/2025. Times may vary by day. A weekly bus assignment schedule will be provided to the Contractor approximately one week in advance. Depending on the day of the week, an all-day bus may be used for mini excursions to facilities within ten (10) miles of Homewood-Flossmoor, such as Lions Club Pool, Millennium Park, Irons Oaks, Sports Complex, Coyote Run, Irwin Center, etc.

Additional options for added buses include:

1. Field trips that extend outside of the 10-mile radius from the Homewood-Flossmoor area (for trips downtown, etc.).
2. Mini-excursions within a 10-mile radius, with the additional space of more than one bus needed.

Field Trips

One (1) or more buses and drivers will be needed to transport the children from their designated campsite to their field trip destinations and back between the hours of 9:00 am – 3:00 pm. Proposer's shall provide the cost per hour for said field trips. All field trips will be billed from the Park District's actual start time of the field trip as determined by the requested time per the Park District to the actual ending drop-off time of the field trip. The Park District will not be billed for any amount of time the bus arrives late. Additional trips not listed may be added.

Examples of Local Field Trips

Windy City Thunderbolts, Sea Lion Aquatic Park, Tinley Park Roller Rink, Funway, Enchanted Castle, etc.

Price per Hour = \$ _____

See attached Estimated Bus Schedule for the 2025 Camp Program.

**Homewood-Flossmoor Park District
Summer Camp 2025 Estimated Bus Schedule**

- Monday: One (1) bus – 11:30am-3:30pm – “Daily Shuttle Bus”
- Tuesday: One (1) bus – 11:30am-3:30pm – “Daily Shuttle Bus”
One (1) bus – 9:00am-3:00pm – “Field trips” for Teen Camp
- Wednesday: One (1) bus – 11:30am-3:30pm – “Daily Shuttle Bus”
One (1) bus – 9:00am-3:00pm – “Field trips” for Teen Camp
Two (2) busses – 9:00am-3:00pm – “Field trips” for Youth Camp
- Thursday: One (1) bus – 11:30am-3:30pm – “Daily Shuttle Bus”
One (1) bus – 9:00am-3:00pm – “Field trips” for Youth Camp
- Friday: One (1) bus – 11:30am-3:30pm – “Daily Shuttle Bus”
One (1) bus – 9:00am-3:00pm – “Field trips” for Teen Camp

**Homewood-Flossmoor Park District
Bus Transportation Services
Reference Sheet**

#1

Organization: _____

Contact: _____

Address: _____

City: _____

Phone Number: _____

Dates of Service: _____

#2

Organization: _____

Contact: _____

Address: _____

City: _____

Phone Number: _____

Dates of Service: _____

#3

Organization: _____

Contact: _____

Address: _____

City: _____

Phone Number: _____

Dates of Service: _____

CONTRACTOR COMPLIANCE AND CERTIFICATION ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Homewood-Flossmoor Park District and the Contractor. Breach by the Contractor of any of the certifications may result in immediate termination of the Contractor's Services by the Park District.

The undersigned Contractor hereby certifies, affirms and agrees as follows:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the Services on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations included without limitation those relating to 1) fair employment practices, affirmative action, and prohibiting discrimination in employment; 2) workers' compensation; and 3) workplace safety.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Park District, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.
- F. (i) Contractor's proposal was made without any connection or common interest in the profits anticipated to be derived from the Agreement by Contractor with any persons submitting any bid or proposal for the contract; (ii) the Agreement terms are in all respects fair and the Agreement will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Park District has any direct or indirect financial interest in Contractor's proposal or in Contractor; (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Park District and the Park District's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Park District and the

SAMPLE BUS TRANSPORTATION SERVICES AGREEMENT

This Bus Transportation Services Agreement (the "Agreement") is entered into on ____, 2025, by and between the Homewood-Flossmoor Park District (the "Park District"), an Illinois park district, with its offices located at 3301 Flossmoor Road, Flossmoor, IL and _____ ("Contractor"), an Illinois corporation, with its offices located at _____, which hereinafter may be referred together as the "Parties" or individually as a "Party."

WITNESSETH

Whereas, the Park District has selected Contractor to provide the bus transportation services described herein (the "Services"); and

Whereas, Contractor desires to provide the Services.

Now, therefore, in consideration of the covenants hereinafter contained, the Parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall commence June 9, 2025 and shall end August 1, 2025, unless terminated earlier as provided in Section 16 of this Agreement (the "Term").

2. Scope of Services Required and Contract Documents. Contractor shall, during the Term of this Agreement, supply and maintain such number of vehicles and personnel as are required to fulfill the Park District's needs for the Services as described in the Request for Proposal dated ____, 2025 ("RFP") attached hereto and made a part of this Agreement as **Exhibit A**, and in Contractor's completed proposal, dated _____, 2025 ("Contractor's Proposal"), attached hereto and made a part of this Agreement as **Exhibit B**.

The Contract Documents consist of this Agreement between the Contractor and the Park District, and the General Conditions, Special Conditions, Specifications, Contractor's Proposal (collectively the "Bid Documents"), Contractor's Compliance and Certification Attachment dated _____, 2025, attached hereto and made a part of this Agreement as **Exhibit C**, any addenda issued prior to the execution of this Agreement and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein.

The Contract Documents comprise the entire Agreement between the Parties and no statement, promise or inducement made by either Party to the other or to the agent of the other Party that is not contained in this written Agreement shall be valid or binding.

3. Compensation. In consideration for the Services rendered hereunder for the Term, Park District shall pay to Contractor as follows:

4. Payment. The Contractor shall submit monthly billing no later than the 10th of each month, detailing the Services provided to the Park District during the previous month. Payment shall be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1.

5. Performance of Services. Contractor agrees to perform all Services in a good, workmanlike and timely manner and in accordance with the Contract Documents. Contractor shall not interfere in any way with and shall cooperate fully with other contractors procured by Park District. Park District reserves the right to evaluate

the Contractor's performance of the Services, its employees and agents and, in the event such Services or performance are not in conformity with the requirements of the Contract Documents, as determined by Park District, to terminate this Agreement in accordance with Section 16 of this Agreement.

6. Fuel. Contractor shall furnish all fuel to be used in its performance of the Services pursuant to this Agreement. The Parties acknowledge that the cost of said fuel is part of the fees for the Services as specified in Contractor's Proposal and that Park District shall not incur any additional charges due to the use of fuel by Contractor for the Services.

7. Routes. Contractor shall be responsible for determining routes for the Services in accordance with the Specifications. Said routes shall be subject to the Park District's approval and the Park District shall have the right to require Contractor to change any proposed routes prior to the commencement of the Services, or at any time during the Term of this Agreement, in order to accommodate Park District programming needs and any unforeseen circumstances.

8. Delivery/Schedules. Contractor shall deliver all Services in accordance with the Park District's designated schedule. Failure to comply with this schedule will result in the Contractor being assessed a Delivery Time Liquidated Damage Fee for each occurrence as set forth in Section 9 of this Agreement. The determination of Contractor's timeliness shall be made by the Park District's designated representative.

Buses shall complete a bus route despite any late delivery. In all cases where the Contractor anticipates delays or the missing of routes because of a Force Majeure Event, as defined below in Section 20 of this Agreement, the Contractor shall notify the Park District's designated representative of said situation immediately upon becoming aware of it. Failure of the Contractor to provide notification as specified herein shall subject the Contractor to liquidated damages fees in accordance with Section 9 of the Agreement.

9. Delivery Time Liquidated Damages. Should the Contractor breach its obligations during the Term of this Agreement to deliver the Services on time based on the schedule provided by the Park District, Contractor shall be liable and shall pay to the Park District, not as a penalty but as a liquidated damages, an amount as specified in the Special Conditions ("Delivery Time Liquidated Damages"). The Parties agree that quantifying the losses arising from Contractor's late delivery of participants and not in accordance with the Park District's schedule is inherently difficult to calculate as the late delivery may impact the Park District's reputation, require the Park District to provide more staff or staff time to communicate with parents and/or venues to accommodate the late arrival of the participants, and may adversely affect the levels of participation in the Park District's programs. The Parties further stipulate that the agreed upon Delivery Liquidated Damages is a fair and reasonable measure of the damages that will be borne by the Park District due to the late arrival of participants. The Park District will deduct these liquidated damages from any monies due or to become due to Contractor from the Park District. The Parties agree that the Delivery Time Liquidated Damages applies only to Contractor's breach of its obligation to provide transportation services on time in accordance with the Park District's schedule and is not a measure of damages for any other material breach by Contractor of its obligations under the Contract.

10. Equipment. All vehicles supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the laws and regulations of the State of Illinois and shall be in accordance with requirements set forth in the Specifications. Contractor shall maintain the vehicles used to provide the Services under this Agreement in accordance with law, accepted industry maintenance standards and as specified in the Specifications.

11. Rider Discipline; No Discrimination. Subject to the terms of the Specifications and this Section 11, Contractor's drivers are responsible for such discipline as is required to properly and safely operate Contractor's buses. Contractor shall not discriminate against any employee, worker, applicant for employment, volunteer and/or any Park District participant or person desiring to use or Contractor's Services, or any other person

connected with or using Contractor's Services, on the basis of residency, religion, race, sex, color, or national origin, citizenship, marital status, ancestry, age, physical or mental disability or association with a person with a physical or mental disability, pregnancy, sexual orientation or preference, or an unfavorable discharge from the military service, or on the basis of any other protected class, nor otherwise commit any discriminatory and/or other unlawful acts in connection with providing the Services pursuant to this Agreement.

The Park District shall have the authority to establish rules covering the performance of drivers and the conduct of participants. The failure of any driver to obey and enforce all rules established by the Park District with respect to the transportation of participants by bus shall be sufficient reason for the removal of such driver from the performance of any Services upon the request of the Park District's designated representative.

12. Management Personnel. Contractor shall employ management personnel in accordance with the Specifications who shall be responsible for the efficient operation of the Services. Contractor shall inform Park District of the names and addresses of such management personnel.

Each Party shall designate in writing a representative to represent the Party for all matters under this Agreement and with respect to the administration of this Agreement. The designated representatives of each Party shall be available at all reasonable times for consultation with each other. The Park District may conclusively rely on the decisions made by the Contractor's designated representative and Contractor may conclusively rely on the decisions made by the Park District's designated representative.

13. Operations Personnel/Driver Qualifications. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of the State of Illinois, the rules and regulations of Park District, and the Specifications. Contractor shall employ a sufficient number of drivers and support personnel to assure Park District of continuous and reliable Services.

Contractor shall be solely responsible for hiring and discharging personnel employed by Contractor to perform its obligations pursuant to this Agreement ("Contractor(s) Employee(s)"). Contractor shall provide direct supervision of the performance of all said personnel to ensure compliance with the Contract Documents and shall provide for appropriate disciplinary measures, including the removal of any Contractor Employee for failure to comply with the Contract Documents, if warranted. Park District reserves the right to require Contractor to replace any Contractor Employee who fails to comply with the Contract Documents, as determined in the sole discretion of the Park District.

In addition to the requirements set forth in the Specifications, all of Contractor's Employees shall be subject to a criminal background check conducted by Contractor in sufficient advance of the start of the Services. Contractor shall cause all of Contractor's Employees to sign a release authorizing the disclosure of the background check results to Contractor and Contractor shall follow applicable law with respect to the disclosure of the results of the background check and the maintenance thereof. In the event the criminal background check discloses any convictions which would render a Contractor Employee ineligible for employment for any Park District position pursuant to Section 8-23 of the Park District Code (70 ILCS 1205/8-23), then said Contractor Employee shall not be permitted to provide any Services. Prior to commencement of this Agreement, Contractor shall certify to Park District that Park District has completed a criminal background check on all persons whom it intends to use as a Contractor Employee and that it shall not permit any ineligible person, as described above, to act as a Contractor Employee; and shall further certify that no person who has been convicted of theft or any financial crime.

Contractor shall comply with all federal, state and local laws relating to equal employment opportunities.

14. Independent Contractor. In the interpretation of this Agreement and the relations between Contractor and Park District, Contractor shall be construed as being an independent contractor employed to provide bus transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of Park District. Contractor shall be responsible for, and hold Park District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

15. Correction of Deficiencies. Except with respect to Contractor's failure to comply with the Park District's schedule, if the Contractor otherwise defaults or neglects to provide the Services in accordance with the Contract Documents, and fails, within a three (3) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses incurred to recover for the breach related thereto. If the amount deducted by the Park District exceeds the payments then or thereafter due the Contractor, the Contractor shall pay the difference to the Park District.

Contractor's failure to comply with the Park District's schedule shall subject the Contractor to Delivery Time Liquidated Damages in accordance with Sections 8 and 9 of this Agreement. The rights and remedies of Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

16. Termination

a. The Park District may, at any time, terminate this Agreement in whole or in part for convenience and without cause. Termination by the Park District under this section shall be by written notice delivered to Contractor at least five (5) days prior to the termination date. Said notice shall specify the extent of the termination, and the effective date of said termination. Upon receipt of a notice of termination, unless otherwise specified by the Park District, Contractor shall immediately: (1) cease operation as specified in the notice; and (2) enter into no further subcontracts for labors, services, facilities or materials, except as necessary to complete continued portion of the Services. Contractor shall recover payment for the Services approved by the Park District and properly performed by the Contractor prior to the effective date of the termination. Contractor shall not be entitled to any loss profits or damages resulting from termination for convenience under this section.

b. If Contractor fails to provide all or a portion of the Services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within three (3) business days after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Park District may immediately terminate the Services in whole or in part and enter into an agreement with another contractor or contractors to provide the Services terminated. In such event, the Park District shall not be liable to Contractor for all or any portion of the compensation, except the Park District shall pay Contractor for the amount attributable to Services properly performed prior to termination of the Agreement. Contractor shall be liable to the Park District for all damages resulting from said breach, including all attorneys' fees and costs.

c. If Contractor is adjudged as bankrupt, or if Contractor makes a general assignment for the benefit of Contractor's creditors, or if a receiver is appointed on account of Contractor's insolvency, or if any provision of the bankruptcy law is invoked by or against Contractor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate Contractor and/or (ii) finish or cause to be finished the Contractor's Services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Contractor shall not be entitled to receive any payment until the Services are completed. If the unpaid

balance of the amount owed to Contractor for the Services exceeds: (a) the expenses of completing the Services, including compensation for additional managerial and administrative services, plus (b) the Park District's losses and damages because of Contractor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Contractor. If the Park District Expenses and Damages exceeds such unpaid balance, Contractor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

d. Upon termination of the Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

17 Insurance. Contractor shall obtain and carry the type and amounts of insurance in accordance with **Exhibit D**, attached to and incorporated herein by reference.

18. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's Services, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a Party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Contractor's breach of any of its obligations under, or the Contractor's default of, any provision of this Agreement.

19. No Liability. The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Contractor's Employees, independent contractors, subcontractors, successors or assigns or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Contractor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Contractor or any of Contractor's Employees, subcontractor's, agents, assigns or other persons purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Contractor.

20. Force Majeure and Substitute Transportation. The Parties understand that under certain circumstances the Contractor may be unable to perform in the customary manner due to an act of God, fire, strike, loss of transportation facilities, lock out, or commandeering of materials, products, plants, or facilities by the government, or any condition or cause beyond the Contractor's control ("Force Majeure Event"). In the event that the Services, or any portion thereof, are interrupted for more than twenty-four (24) hours for any of the above reasons, the Park District shall have the right to secure and substitute other transportation service(s). In such a case, Contractor shall not be paid for any portion of the Services not provided by Contractor and Contractor agrees to pay the difference between its charges and the charges of any such substitute transportation.

21. No Third Party Beneficiary. This Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

22. Compliance with Laws, Permits, Licenses. Contractor shall comply with and shall cause all Contractor Employees to comply with all federal, state and local laws, rules, ordinances and regulations applicable to the Services and as specified in the Bid Documents, and shall obtain at Contractor's own cost and expense all permits and licenses which may be required in order for Contractor to provide the Services. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, rule, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims, or actions.

23. Place of Contract; Choice of Law. All references in this Agreement to the "state" shall mean the State of Illinois. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Illinois. This Agreement shall be construed, governed, and enforced according to the laws of the State of Illinois.

24. Venue, Breach and Remedies. The Parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Any suit or action arising under this Agreement shall be commenced in the Circuit Court of the Cook County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Agreement, Park District shall be entitled to an award of reasonable attorney's fees and costs of litigation if Contractor is found liable. Contractor, its successors or assigns shall maintain no suit or action against the Park District on any claim based upon or arising out of this Agreement or out of anything done in connection with this Agreement unless such action shall be commenced within one year from Park District's acceptance of the Services performed herein. Contractor acknowledges that each provision of this Agreement is important and material to the business and success of the Park District, and agrees that any breach of any provision of this Agreement is a material breach of the Agreement and may be cause for immediate termination of this Agreement. In the event of a breach, Contractor shall also pay to the Park District all damages (including, but not limited to, compensatory, incidental, consequential, and punitive), which arise from the breach, together with interest, costs, and the Park District's reasonable attorney fees. hereunder.

25. No Waiver. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Agreement or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of contract.

26. No Waiver of Tort Immunity. Nothing contained in this Agreement shall constitute a waiver by Park District of any right, immunity, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/101 *et. seq.*).

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

28. Amendment. No modification or amendment to this Agreement shall be effective unless in writing and signed by the Parties.

29. Notice to Parties. All notices, demands, requests, exercises and other communications required or permitted to be given by either Party under this Agreement shall be in writing and shall be deemed given when such notice has been personally delivered, sent by electronic mail, or sent by United States certified mail, return receipt requested, with postage thereon prepaid, addressed to each Party at the following addresses:

For the Homewood-Flossmoor Park District:

Mike Gianatasio
Superintendent of Recreation
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
Email: mgianatasio@hfparks.com

For the Contractor:

Notices delivered personally shall be deemed given on the date of delivery, notices sent by electronic mail transmission shall be deemed given on the date of transmission if sent on or before 5:00 PM on a business day, or, if later, the next business day, and notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail.

30. Assignment. This Agreement is non-assignable in whole or in part by the Contractor, and any assignment shall be void without prior written consent of the Park District.

31. Headings. The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section which they appear.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written above.

CONTRACTOR

HOMEWOOD-FLOSSMOOR PARK DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A – RFP

Exhibit B – Contractor’s Proposal

Exhibit C – Contractor’s Compliance and Certification Attachment

Exhibit D

INSURANCE REQUIREMENTS

Contractor shall purchase and maintain for the Term of the Agreement, the following amounts and types of insurance:

A. Commercial General and Umbrella Liability Insurance:

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Homewood-Flossmoor Park District, its elected and appointed officials, officers, employees, volunteers and agents shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Park District. Any insurance or self-insurance maintained by the Park District shall be in excess of the Contractor's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$5,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Contractor shall maintain workers compensation and employee liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If the Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella liability Insurance required, the Contractor waves all rights against the Park District and its respective officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's services.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Park District for all activities of the Contractor, its employees, agents and subcontractors.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning the services, Contractor shall furnish the Park District with a certificate of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from commencing any services until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District.

Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects to the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Park District, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.