

Date: April 19, 2022

To: Dr. Michael Lubelfeld, Superintendent of Schools

Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Finance and Operations

Subject: Recommendation to Award a Contract for Student Transportation Services

Policy: 4:60 – Purchases and Contracts

Disposition: Action

Executive Summary:

An advertisement was placed in the Daily Herald on March 10, 2022, seeking qualified bidders to provide Regular Student Transportation Services to the District for a three-year period beginning August 1, 2022 and ending July 31, 2025, with the District's ability to extend the contract for two additional one-year contracts.

On April 6, 2022, bids were opened and publicly read aloud. A total of two bids were received from Safeway Transportation (our special education transportation vendor) and First Student Transportation (our current regular transportation provider). Four other vendors that received bid packets, Zum, Positive Connections, Alltown Bus, and North Shore Transit, declined to submit a bid. Each of the bids received were reviewed by the Assistant Superintendent for Finance & Operations. Legal counsel assisted in the preparation of the bid request and contract documents.

After analyzing the bids, First Student Transportation was the lowest responsible bidder. The bid submitted by First Student is estimated to increase current pricing by 6.0% next fiscal year. Per bid specifications, increases in years two and three of the contract will be limited to the Consumer Price Index for all Urban Consumers (CPI-U) or 5%, whichever is less.

The annual transportation service fees of the vendors who submitted a bid are as follows: Safeway Transportation: \$3,996,677.50, and First Student Transportation: \$3,905,523.00.

The administration recommends at the April 19, 2022 Regular Board of Education Meeting that the Board approves awarding the Student Transportation Services contract to First Student Transportation for a three-year contract beginning August 1, 2022 through July 31, 2025.

Recommendation: Action

Roll call vote to approve the Student Transportation Service contract to First Student Transportation, as presented.

EXHIBIT I

TRANSPORTATION SERVICES CONTRACT

THIS AGREEMENT is entered into on the date that the last party signs below, by and between the Board of Education of North Shore School District No. 112, Lake County, Illinois ("District"), and First Student, Inc. ("Contractor") (collectively referred hereto as "the parties").

WITNESSETH

WHEREAS, District has requested public bids for the provision of student transportation services ("Services"); and

WHEREAS, Contractor has submitted a bid for the provision of the Services; and

WHEREAS, District has awarded this Contract to Contractor to provide student transportation services in accordance with the bid specifications package.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- Duration of Contract. The Contract shall be effective from August 1, 2022, and shall continue in force and effect through July 31, 2025, and for the period thereafter as may be extended by mutual agreement of the parties.
- Contract Documents. The documents comprising the entirety of this Contract are the Regular Student Transportation Services Bid Package, including Exhibits A through K, Contractor's complete bid, any addenda, and this Contract.
- Document Supremacy. In the event any term or provision of one Contract Document conflicts with
 a term or provision of another, the term or provision of this Contract shall prevail over all other
 documents. The terms and provisions of the Regular Student Transportation Services Bid Package
 shall prevail over the Contractor's bid.
- 4. <u>Compensation</u>. The Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Contract Documents.
- Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
- 6. <u>Amendments</u>. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

Signature Page Follows

IN WITNESS WHEREOF, the parties have signed this Agreement on the date(s) set forth below.

Board of Education of

Contractor: First Student, Inc.

1717 Park Street Suite 225 Naperville, Illinois 60563	North Shore School District No. 112 Lake County, Illinois:
Contractor	President
Its:	Secretary
Dated: 46/22	Dated:
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