

Date: May 19, 2020

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Christopher Wildman, Chief Financial Officer, and Treasurer

Subject: Bid Award Special Education Student Transportation Services

Policy Alignment: Policy 4:60 Purchase and Contract

Strategic Plan Alignment: Parameter or Objective: We practice fiscal responsibility while maintaining an operating fund balance of at least 25%.

Disposition: Action

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Executive Summary:

The District's primary student transportation needs are currently being fulfilled with First Student Transportation, which also provides transportation for children with special needs. In certain instances, however, additional and more specialized transportation services are needed for certain special needs students.

In order to fulfill the district's responsibility to provide special education student transportation, we have historically partnered with multiple providers. The district is currently utilizing services from seven (7) providers including All-Ways Transportation, American Taxi, Citicare Services, Safeway Transportation Services Corp, Septran Student Transportation, Topline Transportation, and 303Taxi. While the expense of providing these transportation services fluctuates based upon individual student's needs, the total cost for the fiscal year ending 2019 was \$770,509.

Transportation needs identified in a student's IEP vary; however, the majority fall into the following categories:

- Transportation required to and from schools and/or between schools
  - After school activity transportation services
  - Transportation services to District-approved destinations
  - Transportation services between District 112 Off-Campus and other schools
- Transportation required in and around school buildings
- Ride alone transportation services are required for some students

- Specialized equipment is required (e.g. lift bus, nurse, monitor or drivers assistant, air conditioning)

In an effort to bring more consistency to the transportation program for students with special needs, the Chief Financial Officer along with the Director of Operations, Facilities, and Transportation determined that the district should pursue other options. The goal was to gather competitive pricing information, and to award all of the services to one bidder, recognizing that we could still utilize the services of the existing vendors should the bid results not be favorable.

A legal notice was placed in the Daily Herald on February 20, 2020, seeking qualified bidders to provide transportation services for special needs students for a three-year contract beginning with the 2020-2021 school year. A mandatory pre-bid meeting was scheduled for February 25, 2020, to clarify all aspects of the bid document. All bids were due on March 10, 2020, and the bid results were publicly read aloud. Four transportation companies submitted bids; including Citicare Services, First Student Transportation, Safeway Transportation, and Zūm. The bids were reviewed in detail by the Business Services and the Operation, Facilities, and Transportation Department. Counsel assisted in the preparation of the bid request and contract documents.

Below is a comparison of all bids received:

<b>COMPARISON OF BIDS FOR 2020-2021, 2021-2022, 2022-2023 SCHOOL YEAR</b>			
<b>ROUND TRIP ESTIMATED COST – 176 SCHOOL DAYS</b>			
<b>PROVIDER</b>	<b>2020-2021 ESTIMATED COST</b>	<b>2021-2022 ESTIMATED COST</b>	<b>2022-2023 ESTIMATED COST</b>
<b>CITICARE*</b>	\$379,920.00	\$393,217.00	\$407,033.00
<b>ZUM</b>	\$419,760.00	\$436,550.00	\$454,012.00
<b>SAFEWAY</b>	\$841,280.00	\$866,518.00	\$892,513.00
<b>FIRST STUDENT</b>	\$1,097,704.00	\$1,130,635.00	\$1,164,554.00
*CITICARE did not bid on medically fragile student transportation services.			
<b>Annual Increase:</b>			
CITICARE: 3.5%, ZUM: 4.0%, SAFEWAY: 3.0%, FIRST STUDENT: 3.0%			

Per the School Code, student transportation bids are not to be evaluated by the lowest responsible bidder standard. Instead, the District must first consider the bidder(s) most able to provide safety and comfort for the pupils, the stability of service, and all the other factors set forth in the bid documents regarding the quality of service. The Board may then consider the price. As the administration evaluated these bids, we also considered the following criteria: 1) completeness and accuracy of responses to all proposal document requests and qualitative analysis of the responses; 2) experience of the bidder, ability to provide appropriate and adequate vehicles, and

school district references; 3) dollar cost of the proposal; and 4) the Board's assessment of the bidder's ability to responsibly fulfill the Board's needs.

In analyzing which bidder is best able to provide safety and comfort for the students of special needs or disabilities, the stability of service, and all the other factors set forth in the bid documents, *Safeway Transportation Services* was determined to be the most responsive and responsible bidder. The District has also worked with Safeway Transportation for more than 10 years. Safeway's past performance has been positive, they have friendly drivers, are on time, and responsive to the changes in student needs.

Based on this information the administration recommend on May 5, 2020, Special Meeting Board of Education and will recommend again at the May 19, 2020 Board of Education Meeting, that the Board approves the contract to Safeway Transportation to provide the special education student transportation services for a three-year term beginning with the 2020-2021 school year, per Attachment 1, Transportation Services Contract.

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Recommendation:

Roll call vote to approve a contract with Safeway Transportation to provide the special education student transportation services for a three-year term beginning with the 2020-2021 school year, as presented.

**TRANSPORTATION SERVICES CONTRACT**  
**BETWEEN**  
**THE BOARD OF EDUCATION OF**  
**NORTH SHORE SCHOOL DISTRICT NO. 112**  
**AND**  
**SAFEWAY TRANSPORTATION SERVICES CORP.**

**THIS AGREEMENT** is entered into as of the date(s) signed by the parties, by and between the Board of Education of North Shore School District 112, Lake County, Illinois ("District"), and \_Safeway Transportation Services Corp.\_ ("Contractor") (collectively referred hereto as "the parties").

**WITNESSETH:**

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

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

**WHEREAS**, District has awarded this Contract to Contractor to provide transportation in accordance with the District's Request for Bid.

**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:

- 1. Duration of Contract.** The term of the Contract shall be three years beginning August 1, 2020. The term shall include the 2020-2021 school year, the 2021-2022 school year, the 2022-2023 school year. The term of the Contract shall end on July 31, 2023, or the end of the 2023 summer school program, whichever is later. The Contract may be extended for up to two additional years by mutual agreement of the parties, and thereafter may be extended on a year-to-year basis by mutual agreement of the parties.
  
- 2. Contract Documents.** The documents comprising the entirety of this Contract are all documents in the Request for Bid, including the Public Notice, Instructions to Bidders, Scope of Services, Bid Form (1, 2, 3 and 4), Certificate of Eligibility to Contract, Certificate of Compliance with a Drug-Free Workplace Act, Certificate of Non-Discrimination, Certificate Regarding Sexual Harassment Policy, Summary of Experience Sheet, Bidder Information Sheet/Checklist, General Conditions, all attachments to the foregoing, Contractor's complete bid proposal, all other documents submitted with Contractor's bid, and Addendum No. 1 to the RFB-Special Education Student Transportation Services("Contract Documents").

3. **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 most beneficial to the District shall prevail. The Contractor expressly waives the doctrine of *contra proferentum*, and any and all ambiguities shall be construed in the District's favor.

4. **Compensation.** The Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Documents.

5. **Complete Understanding.** This Agreement sets forth all 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. **Amendments.** 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.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the date(s) written below.

**DISTRICT:**

**CONTRACTOR:**

**BOARD OF EDUCATION  
NORTH SHORE SCHOOL  
DISTRICT NO. 112**

**SAFEWAY TRANSPORTATION  
SERVICES CORP.**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Its: Board President

Its: \_\_\_\_\_

Date: 5/19/20

Date: \_\_\_\_\_