

WITHDRAWN

DRAFT

01-0627-PR10

June 27, 2001

**APPROVE ENTERING INTO AN AGREEMENT WITH TRANSPAR MANAGEMENT SERVICES, L.L.C.
FOR STUDENT TRANSPORTATION MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with TransPar Management Services, L.L.C. to provide student transportation management services for the Chicago Public Schools at a cost not to exceed \$6,847,828.00. Consultant was selected pursuant to a duly advertised Request for Proposals (Specification No. 00-250871). A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SPECIFICATION NO.: 00-250871

CONSULTANT: TransPar Management Services
6201 College Blvd, Suite 333
Overland Park, KS 66211
Contact Person: Ruth A. Newby
(913) 498-8088
Vendor 16185

USER: Department of Operations
125 South Clark- 16th Floor
Chicago, IL 60603
Contact person: Timothy Martin
Tel. No.: 773-553-2900

TERM: The term of this agreement shall commence on July 1, 2001 and shall end June 30, 2004. The Board shall have two (2) options to renew the agreement for periods of one year each.

SCOPE OF SERVICES: TransPar Management Services will provide overall management services for the Student Transportation Program ("Program"), including but not limited to, the following:

- a) Manage and supervise the Program as established by the Board in accordance with all policies and procedures;
- b) Prepare short and long-term plans, policies and procedures for Board approval;
- c) Work with the Board to maintain information systems that permit student transportation eligibility verification;
- d) Develop and monitor the annual transportation budget for approval by the Board;
- e) Assist the Chief Operating Officer in designing bus provider contracts and implement and monitor such contracts;
- f) Ensure that sufficient numbers of buses and drivers are available when school starts and at all times thereafter;
- g) Monitor bus vendor compliance with all terms and conditions set forth in the bus contracts;
- h) Develop strategies to implement efficient bus routing/scheduling;
- i) Develop and implement a system to monitor bus vendor performance;
- j) Operate an efficient complaint and inquiry resolution system;
- k) Process bus vendor invoices accurately and timely;
- l) Collect and maintain all operating and performance data required to comply with all Board, City, State and Federal reporting requirements within a schedule of report deadlines approved by the Board;
- m) Recruit, train and develop sufficient management, human resources, data analysis and general administrative staff to supervise and support the management of the Program; and
- n) Assign substitute Child Welfare Attendants and Bus Aides upon notification by the Board.

DELIVERABLES: Consultant shall deliver monthly, quarterly and yearly management reports as specified by the Chief Operating Officer, including performance reviews of bus operations, costs and budget, safety, reliability, services efficiency, vendor oversight customer services, and initiatives.

OUTCOMES: Consultant's services shall result in the effective and efficient management of the Program.

COMPENSATION: Consultant shall be paid the monthly, not to exceed the sum of \$2,204,550 during the first year of the contract. In the second year of the contract, the Consultant shall be paid monthly, not to exceed the sum of \$2,281,709 (3.5 % increase). In the third year of the contract, Consultant shall be paid monthly, not to exceed the sum of \$2,361,569.

REIMBURSABLES: The Board shall reimburse Consultant for any extraordinary costs and expenses incurred in performing Services, which are reasonable and approved in advance, in writing, by the Chief Operating Officer, and are included in the total compensation to be paid to Consultant.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: As a condition of this award, Consultant agrees to comply with the provisions of the Revised Remedial Plan for M/WBE Economic Participation and agrees to make every effort to achieve full compliance with the goals for this program. The M/WBE goals for this program are: 22% Black, 10% Hispanic, 2% Asian, and 5% WBE.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL:	Charge to Department of Operations: \$2,204,550	Fiscal Year: FY02
	Charge to Department of Operations: \$2,281,709	Fiscal Year: FY03
	Charge to Department of Operations: \$2,361,569	Fiscal Year: FY04
	Budget Classification: 0643-210-000-3740-5410	
	Source of Funds: Operations funds/Transportations Management	

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:

Approved:

**Natalye Paquin
Chief Purchasing Officer**

**Paul G. Vallas
Chief Executive Officer**

Within Appropriation:

**Kenneth C. Gotsch
Chief Fiscal Officer**

Approved as to legal form:

**Marilyn F. Johnson
General Counsel**