

**APPROVE ENTERING INTO AN AGREEMENT WITH SCR MEDICAL TRANSPORTATION
FOR PARA TRANSIT AND SMALL VEHICLE STUDENT TRANSPORTATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with SCR Medical Transportation to provide para transit and small vehicle services to Student Transportation at a total cost not to exceed \$15,000,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification Number : 12-250052

Contract Administrator : Holloway, Mr. Craig A / 773-553-2280

VENDOR:

- 1) Vendor # 25745
SCR MEDICAL TRANSPORTATION,
8801-25 S. GREENWOOD AVENUE
CHICAGO, IL 60619
Dave Daley
773 768-7000

USER INFORMATION:

Contact: 11870 - Student Transportation
125 South Clark Street 16th Floor
Chicago, IL 60603
Osland, Mr. Paul G.
773-553-2860

TERM:

The term of this agreement shall commence on April 8, 2013 and shall end on the last day of the school year as determined by the Board in June 2016. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor shall provide para transit and alternative student transportation, including regular and special education home-to-school service, shuttle service, after school services and charter services as applicable for Chicago Public School students residing within and outside the Chicago Public School district. Transportation services are for public and non-public runs that primarily serve up to four student passengers.

DELIVERABLES:

Transportation of CPS students to school and programs in vans and lift-equipped vans. Vendor will also provide bus aides on the routes at the discretion of CPS.

OUTCOMES:

Vendor's services will result in delivering safe, reliable, comfortable and cost effective transportation and assistance to our students.

COMPENSATION:

Vendor shall be paid as follows: Base rate of \$82-\$119 per run; \$2.18 per stop; \$1.90-\$2.25 per mile rate; and \$49.76 per bus aide for a first run and \$20.00 for a second run, subject to annual CPI and fuel cost adjustments. Vendor shall be paid monthly upon invoicing in accordance with prices indicated in the contract; total not to exceed \$5,000,000 during year 1, \$5,000,000 during year 2, and \$5,000,000 during year 3.

It is estimated that 100 routes using various types of small vehicles will be awarded pursuant to the agreement. The number of routes actually required to provide services to students will vary as student needs change. Because the number of routes required is estimated, the total cost of the agreement is also estimated. The annual and contract term cost estimates are based upon the combined regular school year and summer school calendars established by the Board and the year-round calendars adopted by the various Non-Public facilities served. The Chicago Public Schools reserves the right to order the services of more or fewer routes than originally awarded through this agreement as the needs of students and/or programs change. The Board shall only be obligated for costs of routes actually operated.

REIMBURSABLE EXPENSES:

None.

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 the Executive Director, Transportation to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include 35% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the WBE goal, required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the scope of services called for in the contract could not be further divided. The Prime is an MBE certified vendor self performing these services.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 114
Student Transportation, Parent Unit 11900
FY13 \$1,000,000.00
FY14 \$5,000,000.00
FY15 \$5,000,000.00
FY16 \$4,000,000.00
Future year funding is contingent upon budget appropriation and approval.

CFDA#: Not Applicable

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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics - The Board's Ethics Code adopted May 25, 2011 (11-0525-PO2), 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:



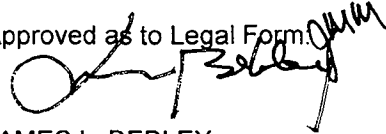
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel