AMEND BOARD REPORT 20-0527-PR12 AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR STUDENT TRANSPORTATION SERVICES (SCHOOL BUS SERVICES)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various Vendors to provide student transportation services to the Student Transportation Services Department at estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-3. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This July 2022 amendment is necessary to add one (1) new vendor to the list of approved vendors pursuant to the Supplemental Request for Proposal # 22-073 ("Supplemental RFP"). Vendor listed as #1 (vendor no. 49042) is being removed for failure to sign the contract with the District. The authority granted herein for each new vendor shall automatically rescind in the event such vendors fail to execute the Board's master agreement within 90 days of the date of this Board Report.

Specification Number: 22-073

Contract Administrator: Saintil, Ms. Keisha / 773-553-2280

USER INFORMATION:

Project <u>11870 - Student Transportation</u>

Manager: <u>42 West Madison Street</u>

<u>Chicago, IL 60602</u> <u>Jones, Kimberly D.</u> <u>773-553-2860</u>

TERM

The term of each agreement shall commence on August 1, 2020 and shall end July 31, 2023. The term of the master agreement for the new vendor added pursuant to this Board Report shall commence on August 1, 2022 and end July 31, 2023. These agreements shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors shall provide school bus services to and from school and other related activities to eligible students participating in designated programs as per program guidelines and as set forth in the written agreements. Services will be provided during regular and summer school terms. Programs served by school bus services includes, but are not limited to: Diverse Learners, Selective Enrollment, Controlled Environment Receiving Schools, Students in Temporary Living Situations, Parent Choice, shuttle services, and other programs as the Board deems appropriate. Vendors will also provide bus services for field trips and athletic trips. The Board anticipates 70,000 to 100,000 trips per year. Each Vendor is eligible to provide services for field trips and athletic trips for all zones.

It is estimated that approximately 1,200 first runs, 600 second or third runs, and 225 mid-day runs will be provided, involving approximately 1,250 school buses of various sizes, pursuant to these agreements. The number of buses needed to provide these services is subject to change once the school year is underway, and during the course of the school year. Because the number of buses required is an estimate, the total cost of the agreement is also estimated. The annual and contract term cost estimates is based on the combined regular school year and summer school calendars established by the Board. The Board reserves the right during the contract term to order the services of more or fewer buses than originally allocated as the needs of the students and/or programs change. The Board is only obligated for costs associated with buses actually operating CPS routes.

DELIVERABLES:

Vendors will provide buses for student transportation to and from school, and for extra curricular activities.

OUTCOMES:

Vendors' services will result in safe and on-time transportation of CPS students to school and other approved programs on yellow school buses.

COMPENSATION:

Vendors shall be paid in accordance with the prices indicated in their agreement. Total compensation for all Vendors shall not exceed \$375,000,000 in the aggregate for the three year term as shown below. Total annual compensation amount includes the cost of field trips and athletic trips.

FY21 \$125,000,000 FY22 \$125,000,000 FY23 \$125,000,000

REIMBURSABLE EXPENSES:

As specified in their written agreement.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Executive Director of Student Transportation to execute all ancillary documents required to administer or effectuate these agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), the Business Diversity goals for this pool are 30% MBE and 7% WBE. This vendor pool is comprised of 15 vendors with 8 5 MBEs and 2 1 WBEs. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 Student Transportation Services, Unit 11870 \$125,000,000 FY21 \$125,000,000 FY22

\$125,000,000 FY23

Not to exceed \$375,000,000 for the three (3) year term. 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:

CHARLES E. MAYFIELD Chief Procurement Officer

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Approved:

Pel Mat

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: V

JOSEPH T. MORIARTY General Counsel

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5) 1) Vendor # 49042 Vendor # 89841 BJ'S TRANSPORTATION, INC. 3-PETE TRANSIT, INC. 3005 W 87TH STREET 1440 WITHAM LANE **EVERGREEN PARK, IL 60805** WOODRIDGE, IL 60517 Sandra Dean Damon Peterson 708 907-6435 708 903-0390 Ownership:Damon Peterson - 100% Ownership: Sandra Dean 51%, Jason Dean -2) Vendor # 20287 6) A.M. Bus Company, Inc. Vendor # 35153 100 WEST 91ST STREET CARAVAN TRANSPORTATION INC. CHICAGO, IL 60620 4610 W. WASHINGTON BLVD Pamela Williams CHICAGO, IL 60644 773 396-5556 Earnest Aldridge 773 309-8212 Ownership: Pamela Williams - 100% Ownership: Earnest Aldridge - 100% 3) Vendor # 46491 7) ALLTOWN BUS SERVICE, INC. Vendor # 19097 7300 Saint Louis Avenue **COMPASS TRANSPORTATION LLC** Skokie, IL 60076 5740 N Tripp Ave. Greg Polan Chicago, IL 60646 773 248-0090 Pinky Friedman 773 279-9110 Ownership: Greg Polan - 100% Ownership: Pinchas Friedman - 100% 4) Vendor # 32700 8) AMMONS TRANSPORTATION SERVICE, Vendor # 49337 INC. FIRST STUDENT, INC. 3 9001 S. GENOA 1207 S GREENWOOD AVE CHICAGO, IL 60620 MAYWOOD, IL 60153 Katrice Kelsey-Ammons Freddy Sims 773 874-7777 630 730-9480 Ownership: Benford Ammons, Jr. - 100% Ownership: Firstgroup America, Wholly Owned Subsidiary of Firstgroup Inc. Publicly Traded

9) 13) Vendor # 72017 Vendor # 16702 SUNRISE TRANSPORTATION LLC ILLINOIS CENTRAL SCHOOL BUS 3412 WEST TOUHY 8500 S VINCENNES AVE LINCOLNWOOD, IL 60712 CHICAGO, IL 60620 David Peterson **Brian Bonnett** 847 674-6777 773 224-8050 Ownership: North America Central School Bus Ownership: ST Management, Inc. - 100% Intermediate Holding Company LLC - 100% 14) 10) Vendor # 43809 UNITED QUICK TRANSPORTATION INC. Vendor # 11085 JACK HARRIS TRANSPORTATION 2004 S. KOSTNER 14218 SOUTH WESTERN CHICAGO, IL 60623 **POSEN, IL 60469** Michael Rosas Jack Harris 312 431-3220 708 389-1843 Ownership: Michael Rosas - 33.3% Henry Gardunio - 33.3%, Joseph Gardino- 33.3% Ownership: Jack Harris - 100% 11) 15) Vendor # 39549 Vendor # 18680 URBAN HABITATS INC. DBA O'NEAL'S LATINO EXPRESS, INC. TRANSPORTATION SVC, INC. 3230 W. 38TH STREET 1507 E 53RD ST #873 CHICAGO, IL 60632 CHICAGO, IL 60615 Henry Gardunio Pierre Glover 312 316-5451 773 301-7433 Ownership: Henry Gardunio - 100% Ownership: Pierre Glover - 100% 12) Vendor # 17394 16) Vendor # 97659 RELIANT TRANSPORTATION, INC. FIAT LOGISTICS AND TRANSIT, L.L.C.. 5910 N. CENTRAL EXPRESSWAY, STE 1145 1007 ROSLYN RD DALLAS, TX 75206 **OLYMPIA FIELDS, IL 60461** Matthew Veach Jean Desir 832 622-1730 773 570-4934 Ownership: For-Profit Corporation; Jean Desir -Ownership: MV Transportation - 100% 100%