AMEND BOARD REPORT 12-1219-PR18 APPROVE ENTERING INTO AN AGREEMENT WITH AND APPROVE PAYMENT TO EDUCATION LOGISTICS FOR CONSULTING AND PROFESSIONAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Education Logistics to provide consulting and professional services to the Bureau of Student Transportation Services at a total cost not to exceed \$125,000 \$195,000. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by Chief Purchasing Officer. 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2013 amendment is necessary to i) increase the not to exceed amount by \$70,000 for purposes of conducting additional scenarios, based on input from schools, on preferred bell times, ii) approve the Agreement to the Proposed Scope of Work dated December 21, 2012 executed by the Executive Director of Transportation, iii) approve an amendment to the agreement, and iv) approve payment in the amount of \$125,000 for services already provided, which amount is included in the maximum compensation amount. CPS Student Transportation's bell time study has identified over \$20,000,000 in annual savings associated with transportation and bus aide costs, therefore, CPS leadership has determined it would like to implement the changes.

VENDOR:

1) Vendor # 47775 EDUCATION LOGISTICS 3000 PALMER STREET MISSOULA, MT 59808 Jason Corbally 406 728-0893

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 December 21, 2012, and shall end June 20, 2013. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant will provide on-site consulting for evaluation and validation of the District's Edulog System data. This will involve a review, analysis, and assistance with correction of the District's Edulog routing and scheduling system data to ensure as much routing information parallels what the bus contractors are doing as possible. The consultant will also provide a school bell time optimization study which is based

on the evaluation and validation task. Using information contained in the District's Edulog system databases, consultant will use Edulog's bell time optimization software to create new school bell times and new school bus route couplings for two different scenarios. The first scenario will use as much flexibility as possible in school bell times to determine what the effect on fleet requirements and District expenses would be if the most aggressive plan for adjusting bell times were to be implemented. The second scenario would be a study of what effect on transportation requirements and fleet size would result if only a few school bell times were modified so as to maximize the savings while minimizing the effect on school schedules. For the purposes of this project, all other policies and assignments will remain as currently established by the District and/or contained in the District's Edulog system.

DELIVERABLES:

Consultant will create two reports, one for each scenario described in the above Scope of Services, with supporting statistics estimating total fleet requirements for each bell time change scenario.

OUTCOMES:

Vendor's services will result in service improvement and cost control by gaining control of our routing and building an optimization capability for Chicago Public Schools. Vendor's work will also result in the reduction in routes/buses and immediate savings.

COMPENSATION:

Vendor shall be paid as specified in the agreement; total not to exceed the sum of \$125,000 \$195,000.

REIMBURSABLE EXPENSES:

The total compensation amount reflected herein is inclusive of all reimbursable expenses.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the <u>President and Secretary Executive Director of Transportation</u> to execute the agreement <u>and the President and Secretary to execute the amendment</u>. Authorize Executive Director of Transportation to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE participation goals for this agreement are: 30% total MBE and 7% total WBE participation. However, the Office of Business Diversity recommends a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted, as this agreement was approved as a Sole Source award due to the proprietary software owned by the awarded vendor.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 115

Department Name: Bureau of Student Transportation

Department Parent Unit Number: 11900

FY13 \$125,000.00 \$195,000.00

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 For

JAMES L. BEBLEY General Counsel