# AMEND BOARD REPORT 14-0625-PR28 AUTHORIZE A NEW AGREEMENT WITH DUNBAR ARMORED, INC. FOR COURIER SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Dunbar Armored, Inc. to provide armored car courier services to the Department of Operations, Food Services & Warehousing, and the Office of School Financial Services Bureau of Treasury at a cost not to exceed \$1,290,000.00. 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This December 2017 amendment is necessary to (i) reflect that the Vendor and the Board entered into an extension agreement pursuant to Board Rule Sec 7-15.e.3.iv which extended the term of the agreement through December 31, 2017 on its existing terms: (ii) further extend the term of the agreement for an additional three month period through March 31, 2018 ("the extended termination date"); and (iii) amend the compensation schedule for the additional three month extension. The total compensation amount for the term as extended (July 1, 2014 - March 31, 2018) is not being increased and shall not exceed the original authorized amount set forth above. A written extension agreement is required. The authority granted herein shall automatically rescind if the extension agreement is not executed within 90 days of the date of this amended Board Report.

Contract Administrator:

Landeros, Mr. Luke / 773-553-2280

### VENDOR:

1) Vendor # 37755 DUNBAR ARMORED, INC. 50 SCHILLING ROAD HUNT VALLEY, MD 21031 RUSSEL E. DANIELS 708 802-6270

Ownership: James L Dunbar - 100%

## **USER INFORMATION:**

Contact:

12440 - Treasury

42 West Madison Street

Chicago, IL 60602 Bennett, Ms. Jennie H

773-890-8790

#### TERM:

The term of this agreement shall commence on July 1, 2014 and shall end June 30, 2017 March 31. 2018. This agreement shall have two (2) options to renew for a period of one (1) year each.

#### **EARLY TERMINATION RIGHT:**

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

## **SCOPE OF SERVICES:**

Dunbar Armored Inc. upon request, will provide (i) armored car transportation of coin, currency, checks, and money orders between schools and depository bank(s) designated by the Board to accept receipts from lunchroom collections and Preschool tuition based daycare collections per schedules periodically provided by the Board; (ii) armored car change delivery, (iii) reconciliation reporting, (iv) change consisting of both coin and currency, (v) bags for transporting collections, and other related services as requested by Operations or School Financial Services.

Vendor shall also, upon request, pick up additional collections from schools, unrelated to the lunchroom or preschool. Such collections may include, but are not limited to, collections generally referred to as "Internal Accounts". Schools may utilize Dunbar Armored Inc. for their Internal Account pickups whether from the lunchroom or main office. These collections will be delivered to the depository institution of the school's choice.

#### **DELIVERABLES:**

Dunbar Armored Inc. will provide statements, reconciliation reports, electronic information, electronic access to information and other written and electronic reports as requested.

#### **OUTCOMES:**

Vendor's services will result in the timely, reliable, reconcilable transportation of collections and change orders to and from schools.

### **COMPENSATION:**

Vendor shall be paid as specified in their agreement; total compensation per year not to exceed the sum of \$430,000.00; total compensation for term not to exceed \$1,290,000.00.

## **REIMBURSABLE EXPENSES:**

None.

# **AUTHORIZATION:**

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

# **AFFIRMATIVE ACTION:**

The M/WBE goals for this agreement include: 10% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver of the goals as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts be granted as the vendor has demonstrated good faith efforts in achieving participation.

The Vendor has identified the following:

# Total MBE - 2%

Petromex, Inc. 14702 S. Hamlin Midlothian, Illinois 60445 Contact: Felipe Estrada

#### Total WBE - 1%

B&L Distributors, Inc. 7808 W. College Drive, Suite 4 Palos Heights, Illinois 60463 Contact: Donna Alm

#### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Fund 312 Nutrition Support Services, 12050 - \$750,000 \$250,000, FY15 \$250,000, FY16

\$250,000, FY17

Fund 115 Treasury, 12440 - \$540,000 \$180,000, FY15

\$180,000, FY16 \$180,000, FY17

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:

JONATHAN MAPLES
Chief Procurement Officer

Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form of Tonal R. Manner

RONALD L. MARMER General Counsel