AUTHORIZE THE THIRD AND FINAL RENEWAL AGREEMENT WITH DAVIS BANCORP, INCORPORATED FOR ARMORED CAR COURIER SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the third and final renewal agreement with Davis Bancorp, Incorporated to provide armored car courier services to the Treasury Department, Nutrition Services Department and all schools at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Banks, Amy / 773-553-2280

VENDOR:

1) Vendor # 19273 DAVIS BANCORP, INCORPORATED P O BOX 1690 BARRINGTON, IL 60011

Richard Davis 847 998-9000

Ownership: John Davis Trust - 33.33%; Melissa Davis Trust - 33.33% and Richard Davis Trust - 33.33%

USER INFORMATION :

Project Manager: 12440 - Treasury

42 West Madison Street

Chicago, IL 60602

Stock, Walter M

773-890-8790

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 18-0321-PR9) in the amount of \$890,000 was for a term commencing April 1, 2018 and ending June 30, 2020, with the Board having three (3) options to renew for one (1) year terms. The renewal (authorized by Board Report 20-0422-PR11) in the amount of \$800,000 was for the first and second renewals commencing July 1, 2020 and ending June 30, 2022. The original agreement was awarded on a competitive basis pursuant to former Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for one (1) year commencing July 1, 2022 and ending June 30, 2023.

OPTION PERIODS REMAINING:

There are no options remaining.

SCOPE OF SERVICES:

Vendor will continue to 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 pre-school 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 requested by the Department of Finance or Operations.

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

DELIVERABLES:

Vendor will continue to 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 the schools.

COMPENSATION:

Vendor shall be paid according to the terms of the agreement; Estimated annual costs for the one (1) year term are set forth below:

\$400,000, FY23

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Treasurer to execute all ancillary documents required to administer or effectuate this option agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 312, Nutrition Support Services - Unit 12050 Fund 115, Treasury Department - Unit 12440

\$400,000, FY23 (Nutrition \$65,000 and Treasury \$335,000)

Not to exceed \$400,000 for the one (1) 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:

Charlos E May

CHARLES E. MAYFIELD Chief Procurement Officer

Approved:

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PEDRO MARTINEZ Chief Executive Officer

Approved as to Legal Form: V M

JOSEPH T. MORIARTY General Counsel