

**AUTHORIZE A NEW AGREEMENT WITH CHRISTOPHER TOCZYCKI INCORPORATED FOR  
STUDENT TRANSPORTATION CONSULTING SERVICES**

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

Authorize a new agreement with Christopher Toczycki Incorporated to provide student transportation consulting services to the Department of Student Transportation at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on May 3, 2022 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on May 3, 2022, found here: [cps.edu/procurement](http://cps.edu/procurement). The item will remain on the Procurement website until the June 22, 2022 Board Meeting. This Process complies with the independent consultant's recommendations for single source procurements and the Board's "Single/Sole Source Committee Charter." 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 the execution of their 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.

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

**VENDOR:**

- 1) Vendor # 94558  
CHRISTOPHER TOCZYCKI  
INCORPORATED  
1068 ARCADY DRIVE  
LAKE FOREST, IL 60045

Ownership: For Profit; Christopher Toczycki  
(100%)  
847 308-7265

**USER INFORMATION :**

Project  
Manager: 11870 - Student Transportation  
  
42 West Madison Street  
  
Chicago, IL 60602  
  
Franco, Leonardo  
  
773-553-2860

**TERM:**

The term of this agreement shall commence on July 1, 2022 and shall end June 30, 2023. 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:**

Vendor shall provide transportation planning and support services that will be utilized to support transport of CPS students. Services shall include the following: run tiering (scheduling of bus runs into routes minimizing complexity, equipment and bus aid utilization), vendor assignment (assigning of bus routes to vendor per established constraints and cost minimization objectives), summer school start time determination (determination of school start times from projected enrollments to help maximize run tiering for summer school routes), and operational support (ongoing support of analytics, reporting, and data interfaces used to manage student routing).

**DELIVERABLES:**

Vendor will provide planned routes that maximize the use of bus equipment and bus aides while ensuring that the resulting routes are operationally feasible, and ensuring that students can be transported to and from school with the same bus vendors.

**OUTCOMES:**

Vendor's services will result in assisting the Department of Transportation with planning of routes and assignments of routes to transportation vendors.

**COMPENSATION:**

Vendor shall be paid as follows:

Estimated annual costs for the one (1) year term are set forth below:

\$677,500 FY23

**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 Executive Director of Student Transportation to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Good and Services contracts (M/WBE Program), this contract is exempt as this agreement is for Proprietary Software.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115, Student Transportation, Unit 11870

\$677,500 FY23

Not to exceed \$677,500 for the one (1) year term.

**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

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY  
General Counsel