

**AUTHORIZE A NEW AGREEMENT WITH SUTTON FORD, INC. TO PROVIDE VARIOUS VEHICLES,
INCLUDING MAINTENANCE AND SERVICE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Sutton Ford, Inc. to provide various vehicles, including maintenance and services to the Department of Capital Planning and Construction at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-4(b), which authorizes the Board to purchase Non-biddable Items and Biddable Items through contracts procured from another governmental agency and offered by or through a government purchasing cooperative in which the contracts were entered into in accordance with the purchasing laws and regulations of the procuring government entity. The Board desires to purchase vehicles, including maintenance and service, pursuant to an invitation for bid issued by the City of Chicago under specification Number 787062. Subsequently, the City of Chicago entered into Contract (PO) Number 101191 with Sutton Ford, Inc. 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 : Gonzalez, Cristina / 773-553-2280

VENDOR:

- 1) Vendor # 97996
SUTTON FORD, INC
21315 CENTRAL AVE
MATTESON, IL 60443

Kyle Mohrbach
708 720-8000

Ownership: For Profit Corporation -Karen
Ford - 51%, Karmala Sutton, 49%

USER INFORMATION :

Project
Manager: 11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Hansen, Ivan

773-553-2960

PM Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Dye, Venguanette

773-553-2960

TERM:

The term of this agreement shall commence on January 1, 2023 and shall end on December 31, 2023. This agreement shall have two (2) options to renew for periods of two (2) years each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 90 days written notice.

SCOPE OF SERVICES:

Vendor will supply various vehicles, maintenance and services for the Department of Capital Planning and Construction.

DELIVERABLES:

Vendor will supply new vehicles, related parts, routine service, maintenance and repairs, including delivery, as set forth in the Agreement, for the Department of Capital Planning and Construction.

OUTCOMES:

The outcomes will include:

1. Improved overall reliability for CPS fleet of vehicles.
2. Increase of the driver to vehicle ratio to 1:1
3. Maintain the useful life of the current CPS fleet of vehicles.
4. Reduced lead time for CPS fleet of vehicle delivery.

COMPENSATION:

Vendor shall be paid as follows:

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

\$400,000, FY23

\$400,000, FY24

Not to exceed \$800,000 for the one (1) year term. Future year funding is contingent upon budget appropriation and approval.

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 the Chief Operating Officer 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 Goods and Services contracts, (M/WBE Program), this contract is in full compliance as the Prime vendor has committed to the participation goals of 30% MBE and 7% WBE as the Prime vendor is 100% MBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds, Department of Capital Planning and Construction, Unit 12150

\$400,000, FY23

\$400,000, FY24

Not to exceed \$800,000 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:



PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel