AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH SUTTON FORD, INC TO PROVIDE VARIOUS VEHICLES, INCLUDING MAINTENANCE AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Sutton Ford, Inc to provide various vehicles, including maintenance and related services, to the Department of Capital Planning and Construction 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 Sutton Ford, Inc 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.

Specification Number: 787062

Contract Administrator: Yi, Ann / 773-553-2280

VENDOR:

1) Vendor # 97996 SUTTON FORD, INC 21315 CENTRAL AVE MATTESON, IL 60443 Craig Henry 708 720-8000

Ownership: For Profit Corporation - Karen

Ford - 51%, Karmala Sutton, 49%

USER INFORMATION:

Project 11860 - Facility Operations & Maintenance

Manager: 42 West Madison Street

Chicago, IL 60602 Dye, Venguanette 773-553-2960

PM Contact: 11880 - Facility Opers & Maint - City Wide

42 West Madison Street Chicago, IL 60602

Hansen, Ivan 773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 22-1207-PR8) in the amount of \$800,000 is for a term commencing January 1, 2023 and ending December 31, 2023, with the Board having two (2) options to renew for two (2) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-4(b).

OPTION PERIOD:

The term of this agreement is being renewed for two (2) years commencing January 1, 2024 and ending December 31, 2025.

OPTION PERIODS REMAINING:

There is one (1) option period for two (2) years remaining.

SCOPE OF SERVICES:

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

DELIVERABLES:

Vendor will continue to provide 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 two (2) year term are set forth below:

FY24 - \$500,000 FY25 - \$1,000,000

FY26 - \$500,000

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 Chief Facilities Officer 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 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

Unit 11860 - Department of Facility Operations & Maintenance Remove

Unit 11870 - Department of Student Transportation

Unit 11880 - Department of Facility Opers & Maint

Unit 12150 - Department of Capital/Operations - City Wide

FY24 - \$500,000

FY25 - \$1,000,000

FY26 - \$500,000

Not to exceed \$2,000,000 for the two (2) 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:

Patrice Servanda

PATRICIA HERNANDEZ Chief Procurement Officer Approved:

Pel Monte

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 🦐

RUCHI VERMA

General Counsel

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