

**APPROVE ENTERING INTO AGREEMENTS WITH ARAMARK MANAGEMENT SERVICES  
AND U.S. EQUITIES ASSET MANAGEMENT, LLC FOR FACILITY MANAGEMENT SERVICES**

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

Approve entering into agreements with Aramark Management Services and U.S. Equities Asset Management, LLC to provide facility management services to the Department of Operations at a cost not to exceed \$15,000,000 in the aggregate for a three-year period. Consultants were selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #04-250017). Written agreements for each Consultant are being negotiated. No payment shall be made to any Consultant prior to the execution of such Consultant's written agreement. The authority granted herein shall automatically rescind as to each Consultant in the event a written agreement for such consultant is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification No.:04-250017

**CONSULTANT:**

- |   |   |
|---|---|
| <p>1. ARAMARK Management Services<br/>2300 Warrenville Road<br/>Downers Grove, IL 60515-1700<br/>James Bostian<br/>(800) 333-6678, ext. 2087<br/>Vendor 30689</p> | <p>2. U. S. Equities Asset Management, LLC<br/>20 N. Michigan Avenue, Suite 400<br/>Chicago, IL 60602<br/>Katherine Scott<br/>(312) 456-7000<br/>Vendor 44266</p> |
|---|---|

**USER:** Department of Operations  
125 South Clark- 16<sup>th</sup> Floor  
Chicago, IL 60603  
Sean P. Murphy  
(773) 553-2900

**TERM:** The term of each agreement shall commence on August 1, 2004 and shall end July 31, 2007.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:** Consultants shall provide the following services:

1. Aramark will provide facility management services to schools in the facility management program in Regions 1, 2, 3 and 6.
2. U.S. Equities will provide facility management services to schools in the facility management program in Regions 4 and 5 and will also provide stadium facilities management.

**DELIVERABLES:** Consultants shall provide required reports no less than monthly which detail the value of the work being performed at their direction, the locations of the work and the scopes of services being provided.

**OUTCOMES:** Consultants' services will ensure that CPS schools and stadium facilities are maintained at the highest level for the best possible cost through oversight of maintenance, repairs and construction.

**COMPENSATION:** Consultants shall be paid in accordance with the terms of the written agreement; not to exceed the sum of \$15,000,000 in the aggregate.

**REIMBURSABLE EXPENSES:** Reimbursable expenses will be specifically itemized in the written agreements. The total compensation amount stated above is inclusive of all reimbursable expenses.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate these agreements.

**AFFIRMATIVE ACTION:** Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women Business Enterprises Contract Participation (M/WBE Plan), the Per Contract and Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE participation goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE. The attached list of vendors has been identified and is scheduled to provide the following M/WBE participation.

**Total MBE: 35%**

**Total African American – 22%**  
Ardmore Associates (A)  
Louis Jones Enterprises, Inc. (U)

**Total Hispanic – 10%**  
DSR, Inc. (A)  
D'Escoto, Inc. (U)

**Total Asian – 2%**  
Encore Paper & Supplies (A)  
Industria, Inc. (U)

**Total WBE: 10%**  
CCB Services (A)  
Ardmore Associates (U)

**LSC REVIEW:** Local School Council approval is not applicable to this report.

<b>FINANCIAL:</b>	Charge to Operations: \$15,000,000		
	0944-552-000-5581-5410	\$5,000,000	FY05
	0944-552-000-5581-5410	\$5,000,000	FY06
	0944-552-000-5581-5410	\$5,000,000	FY07
	Source of Funds: Operations and Maintenance		

**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.

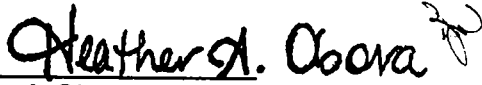
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

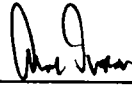
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obora  
Chief Purchasing Officer

Approved:



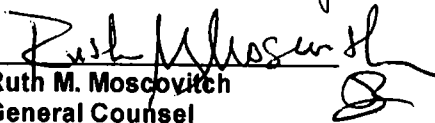
Arne Duncan  
Chief Executive Officer

Within Appropriation:



John Maiorca  
Chief Financial Officer

Approved as to legal form:



Ruth M. Moscovitch  
General Counsel