

**APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT  
WITH AMERICAN PARKING LOT MAINTENANCE FOR EMERGENCY SNOW PLOWING AND  
REMOVAL SERVICES**

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

Approve exercising the second option to renew the agreement with American Parking Lot Maintenance to provide emergency snow plowing and removal services to Chicago Public Schools at a cost for the second option period not to exceed \$1,000,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the second option period prior to the 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 No.: 01-250146

**VENDOR:** American Parking Lot Maintenance  
210 Lageschulte Street  
Barrington, IL 60010  
Ervin Geisler  
(847) 381-6900  
Vendor # 34276

**USER:** Department of Operations  
125 South Clark-16<sup>th</sup> Floor  
Roberta Fichter  
(773) 553-3264

**ORIGINAL AGREEMENT:** The original Agreement (authorized by Board Report 01-1128-PR6) in the amount of \$1,000,000 is for a term commencing November 1, 2001 and ending October 31, 2003, with the Board having (2) options to renew for one- year terms. The agreement was extended (authorized by Board Report 03-1022-PR13) for a term commencing November 1, 2003 and ending October 31, 2004. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification No. 01-251146).

**OPTION PERIOD:** The term of this agreement is being extended for 10 months commencing December 16, 2004 and ending October 31, 2005. Vendor will render no services between November 1, 2004 - December 15, 2004, and will not be paid for any services during that time.

**OPTION PERIODS REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** Vendor will continue to provide snow plowing and removal services during emergency winter conditions. Vendor will provide plowing of sidewalks, parking lots, shoveling, and removal of snow from school sites and disposal of snow.

**DELIVERABLES:** Vendor will continue to provide emergency snow removal for 8 inches of snow or more.

**OUTCOMES:** Vendor's services will result in complete clean up of all sites as requested by the Department of Operations.

**COMPENSATION:** Vendor shall be paid in accordance with the rates set forth in the contract, not to exceed the amount of \$1,000,000 during the second option period.

**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 Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include: 26% total MBE, 16% total African American, 7.5% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be waived because the contract scope is not further divisible.

The vendor has, however, identified and scheduled the following firms and percentages

Total MBE% - 23.5%

African American – 16%

S & M Limited  
1838 N. Elston Ave.  
Chicago, IL 60622  
\$ 320,000

certified through 05/31/07

Hispanic – 7.5%

Cabo Construction – 3.75%  
419 W. 38<sup>th</sup> Street  
Chicago, IL 60609  
\$ 75,000

certified through 01/31/06

Bravo's Paving, Inc. – 3.75%

17055 S. Westview Ave.  
Chicago, IL 60473  
\$ 75,000

certified through 04/30/06

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

**FINANCIAL:** Charge to Operations: \$1,000,000  
Budget Classification: 0944-552-000-4453-5470-FY05  
Source of Funds: O&M Funds

**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.

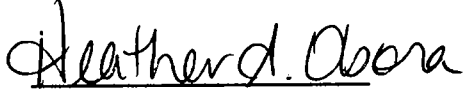
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their 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 June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

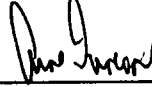
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**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**