

**APPROVE ENTERING INTO AGREEMENTS WITH A&R JANITORIAL SERVICES, INC.,
ASHLEY'S CLEANING SERVICES, ERNIE TERRELL, INC. CHICAGO CONTRACT CLEANING
AND SUPPLY CO. AND TOTAL FACILITY MAINTENANCE, INC. FOR JANITORIAL SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with A&R Janitorial Services, Ashley's Cleaning Services, Ernie Terrell, Inc., Chicago Contract Cleaning and Supply Co. and Total Facility Maintenance, Inc. to provide janitorial services to the Chicago Public Schools at a cost not to exceed \$19,462,382 for Fiscal Year 2001 and \$65,108,838 for Fiscal Year 2002. Vendors were selected pursuant to a duly advertised Request for Proposals (Sheltered Market Specification 00-250578). A written agreement for each Vendor's services is currently being negotiated. No payment shall be made to any Vendor prior to the execution of such Vendor's written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

SPECIFICATION NO.: 00-250578

VENDORS:

1. **A&R Janitorial Services, Inc.**
541 N. Fairbanks, Suite 1700
Chicago, Illinois 60611
Contact Person: Deborah Pintor
(708) 656-8300
Vendor # 25526
2. **Ashley's Cleaning Services**
717 East 79th Street
Chicago, Illinois 60619
Contact Person: Dennis Anderson
(773) 881-1595
Vendor # 21790
3. **Ernie Terrell, Inc.**
8721 S. State Street
Chicago, Illinois 60619
Contact Person: Charles J. Hunter
(773) 488-8700
Vendor # 25527
4. **Chicago Contract Cleaning and Supply Co.**
5115 N. Ravenswood Ave.
Chicago, Illinois 60640
Contact Person: Lucia Chavez de Hollister
(773) 271-7200
Vendor # 18956
5. **Total Facility Maintenance, Inc.**
615 Wheat Lane, Suite C
Wood Dale, Illinois 60191
Contact Person: Jimmie Daniels
(630) 766-8635
Vendor # 22166

USER: Department of Operations
125 South Clark-16th
Chicago, IL 60603
Lamar Atkins
(773) 553-2928

TERM: The term of each agreement shall commence on March 1, 2001 and end February 28, 2003. There are no options to renew this contract.

EARLY TERMINATION RIGHT: 30 days written notice by the Board.

SCOPE OF SERVICES: The Vendors will provide janitorial services for various Board and Chicago Public Schools facilities. The Vendors will supply all labor, supervision, and management expertise necessary to provide the janitorial services required at specified Board facilities, inclusive of all associated costs. The services provided shall be in compliance with all applicable Federal, State and City regulations.

DELIVERABLES: Each Vendor shall deliver janitorial services at assigned services areas, which are as follows at this time, but may increase or decrease as required by the Department of Operations:

1.	Ashley's Cleaning Services	Service Area A	Square footage: 15,695,296
2.	Chicago Contract Cleaning	Service Area B	Square footage: 10,991,419
3.	A&R Janitorial Services	Service Area C	Square footage: 11,148,311
4.	Total Facility Maintenance, Inc.	Service Area D	Square footage: 14,975,452
5.	Ernie Terrell, Inc.	Service Area E	Square footage: 9,553,908

Service Area A is defined as Region 1 and the Western half of Region 3. Service Area B is defined as Region 2. Service Area C is defined as Region 4. Service Area D is defined as Region 5 and eastern half of Region 3. Service Area E is defined as Region 6. Service Area assignments or individual schools located within a service area may be reassigned amongst the vendors pursuant the terms of the written agreements.

OUTCOMES: Vendors services will provide Chicago Public Schools with clean facilities.

COMPENSATION: Vendors shall be paid as follows: As and for a management fee, A&R Janitorial Services, Ernie Terrell, Inc., Chicago Contract Cleaning and Supply Co. and Total Facility Maintenance, Inc. shall be paid \$0.18 per square foot managed. Ashley's Cleaning Services shall be paid \$0.16 per square foot managed. The management fee shall include items such as unemployment insurance, workers compensation, performance bonds, supervision, FICA and other taxes, and management costs. Additionally, each Vendor will be reimbursed for the following costs: (i) actual salaries of all custodial workers (based on BOMA rates, but no more than such rates); (ii) actual health and welfare benefits (in accordance with BOMA standards); (iii) criminal background screenings, and (iv) uniforms (not to exceed \$200 per employee per year). All management fees and direct reimbursable expenses shall not exceed \$19,462,382 during Fiscal Year 2001, and shall not exceed \$65,108,838 for Fiscal Year 2002 of the program.

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.

AFFIRMATIVE ACTION: Vendors are all City of Chicago certified Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE) businesses.

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

FINANCIAL:	Charge to Operations: \$19,462,382	Fiscal Year: FY00-01
	Charge to Operations: \$65,108,838	Fiscal Year: FY01-02
	Budget Classification: 0944-522-000-4459-5400	
	Source of Funds: General Fund	

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.

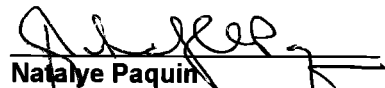
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

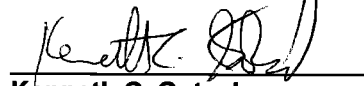
Approved for Consideration:


Natalie Paquin
Chief Purchasing Officer

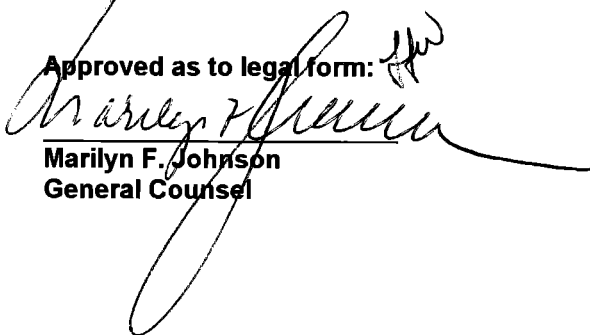
Approved:


Paul G. Vallas
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel