

**AMEND BOARD REPORT 01-0221-PR4
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, \$65,723,100 for fiscal year 2003 and \$67,694,800 for fiscal year 2004. 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. This amended Board Report is necessary to i) amend the term of the agreements; ii) revise the management fee payable to each vendor; iii) allow for increases in wage reimbursement to each vendor based upon increases in the BOMA Chicago rates; and iv) revise other administrative duties detailed in the written agreements. A written amendment for each vendor is currently being negotiated. The authority granted herein shall automatically rescind as to each vendor in the event a written amendment for such vendor is not executed within 90 days of the date of this Board Report.

SPECIFICATION NO.: 00-250578

VENDORS:

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| <p>1. A&R Janitorial Services, Inc.
541 N. Fairbanks, Suite 1700
Chicago, Illinois 60611
Contact Person: Deborah Pintor
(708) 656-8300
Vendor # 25526</p> | <p>2. Ashley's Cleaning Services
717 East 79th Street
Chicago, Illinois 60619
Contact Person: Dennis Anderson
(773) 881-1595
Vendor # 21790</p> |
| <p>3. Ernie Terrell, Inc.
8721 S. State Street
Chicago, Illinois 60619
Contact Person: Charles J. Hunter
(773) 488-8700
Vendor # 25527</p> | <p>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</p> |
| <p>5. Total Facility Maintenance, Inc.
615 Wheat Lane, Suite C
Wood Dale, Illinois 60191
Contact Person: Jimmie Daniels
(630) 766-8635
Vendor # 22166</p> | |

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~~ June 30, 2004. 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.~~ Each vendor, for the period from March 1, 2002 through March 31, 2003, shall be paid a management fee at the rate of \$2.44 per hour for every regular hour, every vacation hour, and every overtime hour worked by a worker who has been in the CPS custodian program for less than 5 years, and the rate of \$2.50 per hour for every overtime hour worked by a worker who has been in the CPS custodial program for more than 5 years. For the period from April 1, 2003 through March 31, 2004, such hourly rates shall be \$2.51 and \$2.57 respectively. For the period from April 1, 2004 through June 30, 2004, such hourly rates shall be \$2.59 and \$2.65 respectively. 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), including all increases of BOMA Chicago Rates over the term of the agreements; (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, shall not exceed \$65,723,100 for Fiscal Year 2003 of the program and shall not exceed \$67,694,800 for fiscal year 2004.~~

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements and other relevant terms and conditions in the written amendments. Authorize the President and Secretary to execute the agreements and the amendments.

AFFIRMATIVE ACTION: Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

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

FINANCIAL: Charge to Operations: \$19,462,382
Charge to Operations: \$65,108,838
Charge to Operations: \$65,723,100

Fiscal Year: FY00-04
Fiscal Year: FY01-02
Fiscal Year: FY02-03

Charge to Operations: \$67,694,800

Fiscal year: FY03-04

Budget Classifications: 0944-522-000-4459-5400
0944-552-000-4459-5410

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:


Anita Rocha, Acting
Acting Chief Purchasing Officer

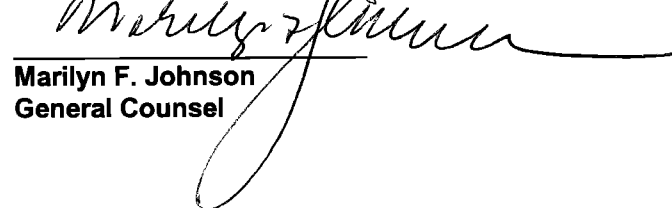
Approved:


Arne Duncan
Chief Executive Officer *(by PAD)*

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel