

**RATIFY AN AGREEMENT WITH PROFESSIONAL ELEVATOR SERVICES  
FOR ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

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

Ratify an agreement with Professional Elevator Service for elevator and escalator maintenance services for Roberto Clemente High School at a cost not to exceed \$30,000.00. These services were obtained without prior Board approval. Vendor was selected on a non-competitive basis because vendor is an authorized service agent for this equipment which services can best be performed by such authorized service agent. A written agreement for Vendor's services is currently being negotiated. No payment shall be made to Vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 60 days of the date of this Board Report. Information pertinent to this document is stated below.

Specifications No.; 02-250073

**VENDOR:** Professional Elevator Services  
1705 South State Street  
Chicago Illinois 60616  
Contact person: Gloria Medina  
Tel. No.: 312-431-0055  
Vendor No.: 20611

**USER:** Roberto Clemente High School  
1147 North Western Avenue  
Chicago, IL 60622  
Contact person: Irene DeMota, Principal  
Domingo Trujillo, R.E. O. Region 2  
Tel. No.: 773-534-4010

**TERM:** The term of this agreement shall commence July 1, 2001 and shall end September 30, 2002. This agreement shall have no options to renew.

**SCOPE OF SERVICES:** Vendor will inspect elevators and escalators on a monthly basis and make all repairs to correct code violations and to keep the equipment in proper working order.

**DELIVERABLES:** Vendor will provide technical personnel, parts and materials required to correct code violations and keep elevators and escalators in proper working order.

**OUTCOMES:** Vendor's services will result in code violations being corrected and escalators and elevators working and passing all safety inspections.

**COMPENSATION:** Vendor shall be paid as follows: for all work completed and all monthly inspection and maintenance services as billed, not to exceed \$30,000.00.

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

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian, and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages:

Total MBE% 100%		
Professional Elevator Service	\$30,000.00	certified until 01/01/03
1705 South State Street		
Chicago, IL 60616		

**LSC REVIEW:** Roberto Clemente does not currently have an LSC.

<b>FINANCIAL:</b> Charge to Roberto Clemente \$30,000.00	Fiscal Year: 2002
Budget Classification: 1840-552-000-4461-5470	Source of Funds: Self Directed Schools

**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:**

  
 Anja Rocha  
 Acting Chief Purchasing Officer

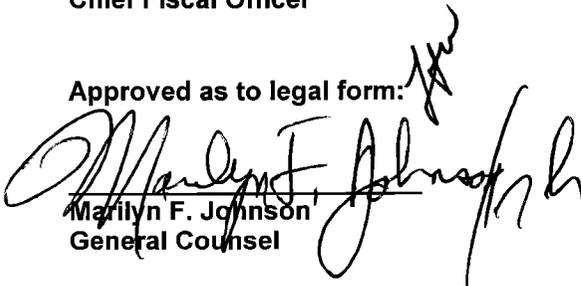
**Approved:**

  
 Arne Duncan  
 Chief Executive Officer *by P.A.D.*

**Within Appropriation:**

  
 Kenneth C. Gotsch  
 Chief Fiscal Officer

**Approved as to legal form:**

  
 Marilyn F. Johnson  
 General Counsel