

May 26, 2004

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE
PROFESSIONAL CUSTODIAN MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors to provide professional custodian management services to the Department of Operations at a cost not to exceed \$74,897,834.00 for fiscal year 2005, and \$77,850,351.00 for fiscal year 2006; total cost not to exceed \$152,748,185.00 for the 2-year term. Vendors were selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification #03-250080). A written agreement for each Vendor's services is currently being negotiated. No services shall be provided by any vendor and no payment shall be made to such 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.: 03-250080

VENDORS:

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| <p>1. A&R Janitorial Services, Inc.
5234 West 25th Street
Cicero, IL 60804
Deborah Pintor
(708) 656-8300
Vendor # 25526</p> | <p>2. Total Facility Maintenance
615 Wheat Lane
Wood Dale, IL 60191
Jimmie L. Daniels
(630) 766-8635
Vendor # 22166</p> |
| <p>3. We Clean Maintenance & Supplies, Inc.
6838 Windsor Ave
Berwyn, IL 60402
Julie Leopold
(708) 795-6073
Vendor # 28190</p> | |

USER: Department of Operations
125 South Clark-16th
Chicago, IL 60603
Lynn Moore
(773) 553-3511

TERM: The term of each agreement shall commence on July 1, 2004 and shall June 30, 2006. Each agreement shall have (2) two options to renew for periods of (1) one year each.

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

SCOPE OF SERVICES: Vendors shall supply all labor, supervision, and management expertise necessary to provide custodial 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 custodial services at assigned Board facilities.

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

COMPENSATION: Vendors shall be paid as follows: bi-monthly invoicing, not to exceed the aggregated sum of \$74,897,834.00 for fiscal year 2005, and \$77,850,351.00 for fiscal year 2006.

REIMBURSABLE EXPENSES: Vendors shall be reimbursed for various expenses specified in each agreement. Total compensation amount reflected 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 Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

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. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

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

FINANCIAL: Charge to Operations: \$74,897,834.00-FY05
\$77,850,351.00-FY06
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:

Approved:



Heather A. Obora
Chief Purchasing Officer


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form:


Ruth M. Moscovitch
General Counsel