

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

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with various vendors to provide professional custodian management services to Department of Operations at a cost not to exceed \$80,000,000.00 for fiscal year 2007 and \$86,095,640.00 for fiscal year 2008; total cost not to exceed \$166,095,640.00 for the two-year term. Vendors were selected on a competitive basis pursuant to duly advertised bid solicitation (Specification No.: 05-250048D). A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and 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 agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

VENDORS:

- | | |
|---|---|
| <p>1. Total Facility Maintenance, Inc.
615 Wheat Lane
Wood Dale, IL 60191
Jimmie L. Daniels
(630) 766-8635
Vendor # 22166
(Regions 1 & 6)</p> | <p>2. Midwest Environmental Services Group, Inc.
3362 E. Norway Trails
Crete, IL 60417
Gregory Heath
(708) 672-4030
Vendor # 66606
(Region 3)</p> |
| <p>3. We Clean Maintenance & Supplies, Inc.
6838 Windsor Ave
Berwyn, IL 60402
Louann Darrus
(708) 795-6073
Vendor # 28190
(Regions 2, 4 ,5 & Region Stadlums)</p> | |

USER: Department of Operations
125 South Clark-17th
Chicago, IL 60603
Kristine L. Rull
(773) 553-2355

TERM: The term of this agreement shall commence on July 1, 2006 and shall end June 30, 2008. This agreement shall have (2) two options to renew for periods of (1) year each.

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

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

DELIVERABLES: Each vendor shall deliver custodial services at assigned Board facilities.

OUTCOMES: Vendor's services will result in providing Chicago Public Schools with clean facilities.

COMPENSATION: Consultant shall be paid as follows: Bi-weekly invoicing, not to exceed the aggregated sum of \$80,000,000.00 for fiscal year 2007 and \$86,095,640.00 for fiscal year 2008. The rates are to be as set out in the written agreement.

REIMBURSABLE EXPENSES: Vendors shall be reimbursed for various expenses specified in each agreement. Total compensation amount reflected above is inclusive of all reimbursable expenses. Reimbursable expenses include: 1) wages of workers in substitution pool, 2) workers serving schools, 3) reimbursable expenses (overtime, vacation, health & welfare, pension), and 4) management fee (which shall vary, based on the actual Reimbursable expenses for the bi-weekly period in question).

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. 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: \$80,000,000.00 for fiscal year 2007
 \$86,095,640.00 for fiscal year 2008
Budget Classification: 0944-552-000-4459-5400
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.

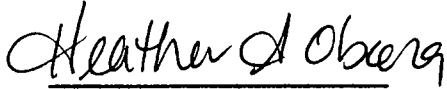
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted 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:



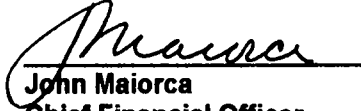
**Heather A. Obora
Chief Purchasing Officer**

Approved:



**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**John Maiorca
Chief Financial Officer**

Approved as to legal form:


**Patrick J. Rocks
General Counsel**