

**APPROVE ENTERING INTO AN AGREEMENT WITH KGI LANDSCAPING CO.
FOR LANDSCAPE MAINTENANCE SERVICES FOR REGION 1 AND REGION 2**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with KGI Landscaping Co. to provide landscape maintenance services for Region 1 and Region 2 to Chicago Public Schools at a cost not to exceed \$543,824.00. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification # 06-250064). A written agreement for Vendor's services is available for signature. 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.

VENDOR: KGI Landscaping Co.
PO Box 265
Skokie, IL 60076
Gabriel Hostalet
(847) 675-4221
Vendor # 94905

USER: Department of Operations
125 S. Clark-17th Floor
Chicago, IL 60603
Kristine Rull
(773) 553-2900

TERM: The term of this agreement shall commence on May 1, 2007 and shall end April 30, 2008. The Board shall have two (2) options to renew the agreement for periods of 12 months each.

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

SCOPE OF SERVICES: Vendor shall provide landscape maintenance services at those Schools which have been identified in the Bid Solicitation (Specification No.:06-250064) for Region 1 and Region 2, with the goal of practical maintenance and maximum enhancement of the esthetic and functional aspects of the landscaping for Region 1 and Region 2. Services shall include, but are not limited to, cutting grass (approximately 20 cuttings per year), pruning trees and shrubs, cultivating beds, fertilizing and weed and insect control as needed.

OUTCOMES: Vendor's services will result in the enhancement and beautification of various school sites.

COMPENSATION: Vendor shall be paid in accordance with the unit pricing in the contract not to exceed the sum of \$376,900 for Region 1 and \$166,924.00 for Region 2; total not to exceed \$543,824.

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: 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: 26% total MBE and 5% total WBE.

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

Total MBE – 92%

KGI Landscaping Co. (H)
8864 East Prairie Road
Skokie, IL 60076
Contact: Gabriel Hostalet

certified through 05/2007

Total WBE – 8%

Rainbow Farms Enterprises, Inc. – 5%
25715 South Ridgeland Avenue
Monee, IL 60449
Contact: Tracie Pawlicki

certified through 06/2007

Veronica Velez – 3%
3356 North Melvina Street
Chicago, IL 60664
Contact: Veronica Velez

independent consultant

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

FINANCIAL: Charge to Operations: \$543,824.00 Fiscal Year: FY07-08
Budget Classification: 0948-TBD-54105-009545-000000-2008
Source of Funds: Operations and Maintenance

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.

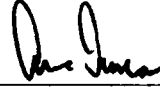
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




Heather A. Obora
Chief Purchasing Officer

Approved:



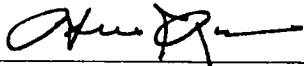
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Malorca
Chief Financial Officer

Approved as to legal form



Patrick J. Rocks
General Counsel