

APPROVE ENTERING INTO AN AGREEMENT WITH PARKWAY ELEVATORS FOR FULL SERVICE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR VERTICAL CONVEYANCE UNITS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Parkway Elevators to provide full services preventative maintenance and repair services for vertical conveyance units at a cost not to exceed \$2,107,500. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently 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.

Specification Number : 09-250052
Contract Administrator : Nanzi Flores / 773-553-2273

VENDOR:

- 1) Vendor # 38609
PARKWAY ELEVATORS
499 KENT RD.
RIVERSIDE, IL 60546
John Poslusny
708-442-1458
708-442-1682

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603

Contact : Patricia L. Taylor
Phone: 773-553-2900

TERM:

The term of this agreement shall commence on the date of award as stated on the Bid Execution Page and shall end five (5) years thereafter. This agreement shall have two (2) options to renew; each for a period of one (1) year.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor shall furnish all labor, materials, supplies, equipment, supervision and other services necessary to provide the preventive maintenance program and repairs in accordance with the original equipment manufacturers' recommended procedures and performance criteria. Vendor shall also provide full maintenance services to insure that the equipment is safe and operational for regular use.

DELIVERABLES:

Vendor shall provide full service preventative maintenance services to elevators in various Board facilities.

OUTCOMES:

Vendor's maintenance services will result in more efficient and cost effective elevator repair, and more reliable elevator services with minimized downtime.

COMPENSATION:

Vendor shall be paid for actual maintenance and repair services in accordance with the prices stated in the agreement. The total compensation paid to vendor during the term shall not exceed \$2,107,500.

REIMBURSABLE EXPENSES:

None.

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 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE goals for this agreement are 25% total MBE and 5% total WBE participation.

The Vendor has identified the following:

Total MBE- 25%

Apex Elevator Company, Inc.
14207 Chicago Road, Unit 3 South
Dolton, Illinois 60419
Contact: Anthony Templeton

Total WBE- 5%

B&L Distributors
P.O. Box 295
Argo, Illinois 60501
Contact: Donna Alm

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Capital: \$2,107,500
Source of Funds: Capital Bonds Funds FY11, 12, 13, 14
Remaining \$318,571-future year budget

12150-499-56215-56215-253538-2009

\$1,788,929.00

CFDA# : Not Applicable

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:



OPAL L. WALLS
Chief Purchasing Officer

Approved:



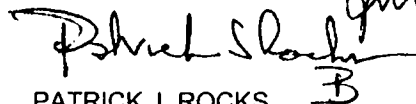
RON HUBERMAN
Chief Executive Officer

Within Appropriation:



DIANA S. FERGUSON
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel