

APPROVE ENTERING INTO AN AGREEMENT WITH PARKWAY ELEVATORS FOR ELEVATOR MAINTENANCE SERVICES AT 125 SOUTH CLARK STREET (CENTRAL OFFICE)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Parkway Elevators to provide elevator maintenance services to 125 South Clark Street (Central Office) at a total cost not to exceed \$412,500.00 over the 5 year term. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. 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 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 : 11-250018

Contract Administrator : Hernandez, Miss Patricia / 773-553-2250

VENDOR:

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

USER INFORMATION :

Contact:

11910 - Real Estate

125 South Clark Street 16th Floor

Chicago, IL 60603

Balistreri, Ms. Liza B

773-553-2860

TERM:

The term of this agreement shall be for 5 years, commencing on August 1, 2011, and ending on July 31, 2016.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor shall provide full maintenance of the elevators at 125 South Clark Street, including all materials and labor required to keep the equipment in good and safe operating condition. Vendor is an authorized services agent for the types of elevators located at 125 South Clark Street.

DELIVERABLES:

Vendor shall provide scheduled visits per pieces of equipment, maintain all equipment according to manufacturer specification, provide one-hour per week minimum preventative maintenance for each

gearless elevator, and provide the Board with written reports as more fully defined in the written agreement.

OUTCOMES:

Vendor's services will result in maintenance and upkeep of the elevators at 125 South Clark.

COMPENSATION:

Vendor shall be paid as follows: monthly installments of \$6,875.00, \$82,500.00 annually. Vendor's hourly rates for supplemental services shall range from \$162.07 to \$463.04 per hour. The total compensation for the five year term shall not exceed the sum of \$412,500.00.

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 agreement 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 include 26% total MBE and 5% total WBE participation.

Total MBE-26%
Apex Elevator Company
14207 Chicago Road, Unit 3 South
Dolton, Illinois 60419
Contact: Anthony Templeton

Total WBE-5%
Hopkins Illinois Elevator Co.
828 North Wolcott Avenue
Chicago, Illinois 60622
Contact: Carol Siemion

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Real Estate: \$412,500.00

| | |
|------------------------------------|-------------|
| 11910-115-54105-254009-000000-2012 | \$75,625.00 |
| 11910-115-54105-254009-000000-2013 | \$82,500.00 |
| 11910-115-54105-254009-000000-2014 | \$82,500.00 |
| 11910-115-54105-254009-000000-2015 | \$82,500.00 |
| 11910-115-54105-254009-000000-2016 | \$82,500.00 |
| 11910-115-54105-254009-000000-2017 | \$6,875.00 |

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.

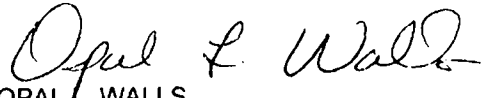
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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 May 25, 2011 (11-0525-PO2), 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:



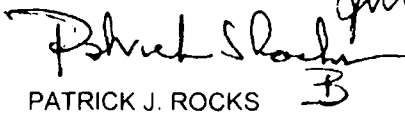
JEAN-CLAUDE BRIZARD
Chief Executive Officer

Within Appropriation:



MELANIE A. SHAKER
Interim Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel