AUTHORIZE THE FIRST, SECOND, AND THIRD (FINAL) RENEWAL AGREEMENT WITH ABC HUMANE WILDLIFE CONTROL AND PREVENTION, INC. DBA LANDMARK PEST MANAGEMENT, INC. FOR INTEGRATED PEST MANAGEMENT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first, second, and third (final) renewal agreement with ABC Humane Wildlife Control & Prevention, Inc., d/b/a Landmark Pest Management, Inc. to provide Integrated Pest Management Services to the Department of Facilities and all Schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of its 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: 21-350015

Contract Administrator: Zimnie, Stephen A / 773-553-2280

VENDOR:

Vendor # 38254
 ABC Humane Wildlife Control & Prevention,
 Inc. dba Landmark Pest Management, Inc.
 2227 Hammond Dr
 Schaumburg, IL 60173

Rebecca Fyffe 773 870-0870

Ownership: Sole Corporation - Rebecca Fyffe - 100%

USER INFORMATION:

Project

Manager: 11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Rehberg, Caleb M

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 21-0728-PR12) in the amount of \$2,856,000 was for a term commencing on October 1, 2021 and ending September 30, 2023, with the Board having three (3) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD:

The term of this agreement is being renewed for 3 year(s) commencing October 1, 2023 and ending September 30, 2026.

OPTION PERIODS REMAINING:

There are no option periods remaining

SCOPE OF SERVICES:

Vendor shall provide integrated pest management, including the necessary labor, materials, and equipment to adequately suppress common pests including: Indoor and some outdoor populations of rodents, mice, cockroaches, ants, flies, beetles, facility infesting mites, stinging or biting insects, (not to exclude bedbugs and spiders) and any other arthropod pests not specifically excluded from the contract within the property boundaries of Board facilities.

DELIVERABLES:

Vendor will be responsible for providing the following:

- -Approved Integrated Pest Management Plan
- -Infestation Identification Reports
- -Summary of Proposed Control Methods
- -Copies of any and all check charts and logs

OUTCOMES:

Vendor's services will result in Facilities free from common pests.

COMPENSATION:

Estimated annual costs for this option period are set forth below:

\$2,500,000, FY24

\$2,500,000, FY25

\$2,500,000, FY26

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 the Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is in full compliance with the Business Diversity goals of 30% MBE and 7% WBE as the Prime vendor is 100% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230, Department of Facilities, Unit 11880.

\$2,500,000, FY24

\$2,500,000, FY25

\$2,500,000, FY26

Not to exceed \$7,500,000 for the three 1 year terms. Future year funding is contingent upon budget appropriation and approval.

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:

Patrice Servanda

PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:

Pel May

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 🦐

RUCHI VERMA General Counsel