AUTHORIZE THE FIRST AND SECOND RENEWAL AGREEMENT WITH PARKWAY ELEVATORS FOR FULL SERVICE PREVENTATIVE MAINTENANCE AND REPAIR SERVICES FOR ELEVATORS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and second renewal agreement with Parkway Elevators to provide full service preventative maintenance and repair services for elevators at a cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Parkway Elevators during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number:

09-250052

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

VENDOR:

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

USER INFORMATION:

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Taylor, Ms. Patricia L

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 10-0526-PR6 as amended by 14-0326-PR9) in the amount of \$3,107,500 is for a term commencing May 26, 2010 and ending May 25, 2015, with the Board having two (2) 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 two (2) years commencing May 26, 2015 and ending May 25, 2017.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Vendor shall continue to 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 ensure that the equipment is safe and operational for regular use.

DELIVERABLES:

Vendor shall continue to provide full service preventive 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 during this option period as follows: for actual maintenance and repair services in accordance with the prices stated in the agreement. Total not to exceed \$2,000,000 for the two (2) year term.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option 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%

The Apex Elevator Company 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:

Fund 230
Facilities and Operations, 11860
FY15, FY16 not to exceed \$2,000,000
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:

SÉBASTIEN de LONGEAUX Chief Procurement Officer Approved:

BARBARA BYRD-BENNETT Chief Executive Officer

JAMES L. BEBLEY

General Counsel