

AMEND BOARD REPORT 04-0324-PR3**APPROVE EXERCISING THE FIRST AND RATIFY EXERCISING THE SECOND OPTION TO EXTEND THE AGREEMENT WITH R.O.H.A.R. TRUCKING INC. FOR LANDSCAPE MAINTENANCE SERVICES IN REGION 2/UNIT 2, REGION 3/UNIT 3 AND REGION 4/UNIT 4****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the first and ratify exercising the second options to extend agreement with R.O.H.A.R. Trucking Inc. to provide Landscape Maintenance services in Region 2/ Unit 2, Region 3/ Unit 3 and Region 4/ Unit 4 to the Chicago Public Schools at a cost not to exceed \$595,744.00 during the extension period. A written extension agreement is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written extension agreement. The authority granted herein shall automatically rescind in the event a written extension agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this extension agreement is stated below.

This amendment is necessary to extend the term of the option period for an additional eight month period for the vendor to continue services at no additional cost to the Board. A written amendment to the extension agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of the date of this Board Report.

Specification No.: 03-250039

Contract Administrator: Carol Scaggs 553-2290

VENDOR: R.O.H.A.R. Trucking Inc.
1391 Westbourne Parkway
Algonquin, IL 60102
847-458-4058
Contact: Roland Harper
Vendor # 38199

USER: Department of Operations
125 South Clark-16th Floor
Mark Hands
(773) 553-3646

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 03-0326-PR09) is for a term commencing April 1, 2003 and ending March 31, 2004, with the Board having two options to extend the agreement for additional one year periods. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification # 02-250039).

OPTION PERIOD: The agreement is being extended for a term commencing April 1, 2004 and ending ~~March 31, 2005~~ November 30, 2005. There are no option periods remaining.

SCOPE OF SERVICES: Vendor shall continue to provide landscape maintenance services at those schools which have 20,000 square feet of green space or more for the regions/units noted above with the goal of practical maintenance and maximum enhancement of the esthetic and functional aspects of the structure and site. Services shall include, but are not limited to, cutting grass (approximately 20 cutting per year), pruning trees and shrubs, cultivating beds, fertilizing, and weed and insect control as needed.

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

COMPENSATION: Vendor shall be paid in accordance with the unit pricing in contract not to exceed the sum of \$595,744 during the extension period.

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the extension agreement and amendment. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this extension agreement and amendment.

AFFIRMATIVE ACTION: ~~This contract is in full compliance with the goals required by the Sheltered Market Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation.~~

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

~~Total MBE% – 75%~~

~~Rohar Trucking (AA) – 50%
1391 Westbourne Pkwy.
Algonquin, IL 60102 _____ certified until 03/31/07~~

~~ECL (H) – 25%
2015 South Racine Ave.
Chicago, IL 60608 _____ certified until 05/31/06~~

Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

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

FINANCIAL: Charge to Department of Operations: \$595,744.00 Fiscal Year: FY04 & 05
Budget Classification: 0944-552-000-5230-5400
Fund Source: 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.

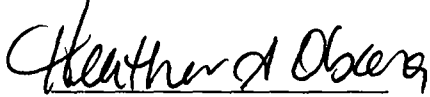
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

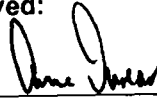
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Oboza
Chief Purchasing Officer

Approved:



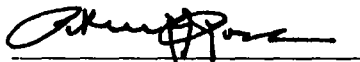
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Patrick J. Roeks
General Counsel