# AMEND BOARD REPORT 14-1022-PR10 AUTHORIZE A NEW AGREEMENT WITH VARIOUS VENDORS FOR SNOW REMOVAL SERVICES, ICE MELT PRODUCTS AND ON CALL GROUNDS KEEPING SERVICES

#### THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Various Vendors to provide snow removal services, supply of ice melt products, and on-call grounds keeping services to the Department of Facilities for a three (3) year term. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are available for signature. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This October 2015 amendment is necessary to i) remove 2 zones from Accurate GC Ltd. due to capacity issues last winter, ii) reassign those 2 zones to other vendors, and iii) add a new vendor. D&M Property Maintenance, Inc. (#7). Zone 25 will be reassigned to D & M Property Maintenance, Inc. who was the second lowest bidder for that Zone and Zone 26 will be reassigned to Tovar Snow Professionals, Inc. Written amendments to the agreements with Accurate GC Ltd. and Tovar Snow Professionals, Inc. and a new agreement with D&M Property Maintenance, Inc. are required. The authority granted herein shall automatically rescind as to each Vendor in the event their respective document is not executed within 90 days of the date of this amended Board Report.

Contract Administrator: Hernandez, Miss Patricia / 773-553-2280

## **USER INFORMATION:**

Project 11860 - Facility Operations & Maintenance

Manager: 42 West Madison Street

Chicago, IL 60602 Norgren, Mrs. Leslie 773-553-2960

## TERM:

The term of each agreement shall commence on November 1, 2014 and shall end on November 1, 2017. The agreement with the new Vendor, D&M Property Maintenance, Inc. shall commence on November 1, 2015. Each agreement shall have two (2) options to renew for periods of one (1) year each.

## **EARLY TERMINATION RIGHT:**

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

## SCOPE OF SERVICES:

Vendors are awarded the zones as specified herein.

Snow Removal Services: Services will include all labor, materials, supervision and equipment necessary to provide snow plowing services at all occupied CPS facilities. Bid includes manual snow removal rate to clear pedestrian walkways at CPS facilities as needed.

Ice Melt: Supply of ice melt products (i.e., sodium chloride, calcium chlorides, blends) effective at various temperature degrees (price per bag and per pallet), including all fees and delivery to CPS sites.

On-Call Services: Zones in this section include unoccupied buildings, turf fields, vacant lots, and stadiums. Services to these sites will include, but not limited to, basic maintenance such as mowing as needed, trash and litter removal, and seasonal grooming of artificial turf.

#### **OUTCOMES:**

Vendors' services will result in:

Snow Removal Services: Centrally managed snow removal contract will provide the district the ability to keep its parking lots and pedestrian walkways safe, accessible and free from snow and ice during the winter season. Snow removal services across the district will be streamlined and operational efficiency will be improved by: outlined level of service guidelines; optimized services routes and schedules; clear communication/call out plans; established transparent and lower pricing; outlined terms and conditions; simplified invoicing; mitigated risks; and managed and reduced costs.

Ice Melt: Supply of ice melt products will provide the district a low uniform price for the products and ensure timely delivery.

On-Call Services: It is more cost effective to have contracted vendors at the hourly rates bid, than to have facilities staff perform the services. Unoccupied sites, lots, fields, and stadiums will be properly maintained throughout the year.

## **COMPENSATION:**

Vendors shall be paid as specified in their respective agreement. Estimated costs for the three (3) year term are set forth below: Estimated aggregate amount of \$13,500,000, FY15, FY16, and FY17

#### **AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize 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, the aggregate method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors in the pool created by this agreement will be subjected to compliance reviews on an aggregate basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis. The M/WBE participation goals for this agreement are 35% total MBE and 10% WBE participation.

## Total MBE - 35%

KGI Landscaping Co. P.O. Box 265 Skokie, IL 60076 Contract: Gabriel Hostalet

R. Rojas Landscape, Inc. 5124 S. Tripp Ave. Chicago, IL 60632 Contact: Ramiro Rojas

Tovar Snow Professionals, Inc. 195 Penny Ave. East Dundee, IL 60118 Contact: John Cavalier Total WBE - 10%

We're Cleaning, Inc. 2416 S. Michigan Ave. #201 Chicago, IL 60616 Contact: Yvonne McGinnis

## LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Fund 230 Facilities Department, Unit 11800 \$13,500,000, FY15, FY16, and FY17

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:

FORREST CLAYPOOL

Chief Executive Officer

Approved as to Legal Form: Que

CHERYL J. COLSTON Acting General Counsel

1) Vendor # 68849 4) ACCURATE GC LTD Vendor # 67057 R. ROJAS LANDSCAPE, INC 4440 NORTH KOSTNER AVE. 5124 SOUTH TRIPP CHICAGO, IL 60630 CHICAGO, IL 60632 William V. Nino Ramiro Rojas 773 594-1122 773 443-2021 Zones 23, 24, <del>25, 26</del> Ownership: William V. Nino - 100% Zone: 33 Ownership: Ramiro Rojas - 100% 5) 2) Vendor # 12191 Vendor # 97430 Tovar Snow Professionals Inc A SAFE HAVEN FOUNDATION 195 Penny Ave 2750 WEST ROOSEVELT RD. East Dundee, IL 60118 CHICAGO, IL 60608 John Cavalier Kris Sokol 847 695-0080 773 435-8300 Zones: 15, 16, 17, 18, 19, 20, 21, 22, <u>26, 27, 28</u> Zones: 29, 31, 32, 34 Ownership: Jeff Tovar - 51%, Jeffrey M. Tovar Ownership: Not For Profit Organization. 22%, And Steve Bednarz - 27% 6) 3) Vendor # 94905 KGI LANDSCAPING CO. Vendor # 29369 DUMORE SUPPLIES, INC. P.O. BOX 265 P.O. BOX 16200 SKOKIE, IL 60076 CHICAGO, IL 60616-0000 **Gabriel Hostalet** Howie Rosenstein 847 675-4221 312 949-6260 Zones: 30, 35 Ownership: Gabriel Hostalet - 100% Ice Melt Products: All Product Types Ownership: Deena Rosentein - 51% And Howie Rosenstein - 49% Vendor # 23669 7) **D&M PROPERTY MAINTENANCE, INC.** 14538 S. WESTERN POSEN, IL 60469 Dan Cronin 708 293-1272

Zones: 25

Ownership: Dan Cronin - 100%