

May 25, 2016

**AMEND BOARD REPORT 14-0226-PR11  
AUTHORIZE A NEW AGREEMENT WITH ARAMARK MANAGEMENT SERVICES LIMITED  
PARTNERSHIP FOR CUSTODIAL SERVICES**

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

Authorize a new agreement with Aramark Management Services Limited Partnership to provide custodial services to the Department of Facilities at a total cost not to exceed \$260,300,000. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by the Vendor and no payment shall be made to the 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.

This May 2016 amendment is necessary to expand the current scope to include Integrated Facility Management services at 20-25 schools, to revise the cost per square foot to add or delete cleanable space, and to contractually establish CPS responsibility for substitute custodians. No increase to the compensation amount is required; a written amendment to the 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 amended Board Report.

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

**VENDOR:**

- 1) Vendor # 30689  
ARAMARK MANAGEMENT SERVICES  
LIMITED PARTNERSHIP  
1101 MARKET STREET  
PHILADELPHIA, PA 19107  
Don Janous  
773 534-3270

**USER INFORMATION :**

Contact: 12210 - Procurement and Contracts Office  
42 West Madison Street  
Chicago, IL 60602  
Norgren, Mrs. Leslie  
773-553-2280

**TERM:**

The term of this agreement shall commence on March 1, 2014 and shall end February 28, 2017. This agreement shall have two (2) options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 60 days written notice.

**SCOPE OF SERVICES:**

Vendor will supply all equipment, supplies, and labor (supervision, training, and management) necessary to provide custodial services for all schools, excluding a group of pre-selected schools which will be managed separately. Custodial services includes management of Board custodians, who will receive training and supervision by Vendor.

Vendor will also provide a custodial call-center to serve CPS schools to manage work order requests and respond to emergencies. Vendor will ensure the optimal operation of the facilities and maintenance of the Board's Standard Cleaning Specifications. These specifications are consistent with delivering services at a Level 2 standard for APPA ratings.

Vendor shall provide custodians to engage in nighttime deep cleaning along with daytime cleaning.

Vendor shall provide a manager to ensure delivery of Services and proper supervision of employees. Manager has responsibility for managing all functions, providing necessary reports, managing budgets, acting in a fiduciary capacity for protection and maintenance of equipment, serving as a relationship manager on behalf of the provider and proposing new cost savings or efficiency projects. This is not intended to be an all inclusive description of duties, but is providing insight to the Board's minimum expectations.

In addition, beginning in the summer of 2016, Vendor will provide Integrated Facility Management services at 20-25 schools.

**DELIVERABLES:**

- 1) Reduce CPS's custodial services cost while maintaining a high standard of service and quality.
- 2) Ensure consistency and timely delivery of services.
- 3) Continuously improve quality and service levels and drive year-over-year cost reductions.
- 4) Eliminate inefficiencies.
- 5) Establish common standards for service across the District.
- 6 Better align vendor interests with CPS's interests.
- 7) Implement industry-best practices and technology enhancements, where applicable.

**LEASE OF SPACE:** The Board authorizes the lease of space in CPS facilities to the Vendor and delegates authority to the Chief Administrative Officer and General Counsel to negotiate the terms and conditions of the lease.

**OUTCOMES:**

Vendor will provide custodial services which will result in an enhanced learning environment across the district at an improved cost structure. There will be a consistent cleanliness standard across the district. A call center will provide improved response time and visibility to school administrators. School administrators will have more resources to focus on instruction and family and community engagement.

Managing custodial services through Vendor is more cost effective than using our current system since they will infuse best in class technology to improve cleanliness of the schools with less manpower. Supplies will be purchased and inventoried using national leverage to reduce cost and drive standardization across the district.

**COMPENSATION:**

Vendor shall be compensated as specified in the agreement, total compensation not to exceed the sum of \$260,300,000 for a three (3) year term.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to Vendor, in the written custodial services agreement, amendment and lease agreement. Authorize the President and Secretary to execute the custodial services agreement, amendment and lease agreement. Authorize Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this transaction.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall M/WBE District goals for this award are 30% total MBE and 7% WBE. The selected vendor has scheduled the following participation for their awarded category.

**58% ~~74%~~ of Total Contract Value With:**

Total MBE: ~~58%~~ 44%

Vargas Group

53 W. Jackson Blvd., Suite 1060

Chicago, IL 60604

UBM Facility Services

165 East Street

Carol Stream, IL 60188

Total Facility Maintenance, Inc. Cleaning Company

615 Wheat Lane, Ste. C

Wood Dale, IL 60191

~~Total WBE: 30%~~

~~We Clean Maintenance and Supplies, Inc.~~

~~7545 W. 99th St.~~

~~Bridgeview, IL 60455~~

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Facilities Department

Fund 230

FY14, FY15, FY16, FY17; not to exceed \$260,300,000

Future funding is contingent on 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.

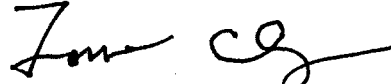
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



FORREST CLAYPOOL  
Chief Executive Officer

Approved as to Legal Form: 



RONALD L. MARMER  
General Counsel