

August 24, 2023

AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR GROUNDSKEEPING PRODUCTS AND SERVICES (SNOW AND ICE REMOVAL)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with Various Vendors to provide Grounds keeping Products and Services (Snow and Ice Removal) to the Department of Facilities and all Schools at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements are available for signature. No services shall be provided by a Vendor and no payment shall be made to a Vendor prior to the execution of its written agreement. The authority granted herein shall automatically rescind as to a Vendor in the event such Vendor's 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 : 22-256

Contract Administrator : Miranda Martinez, Paul / 773-553-2280

VENDOR:

- 1) Vendor # 12191
Tovar Snow Professionals LLC
195 Penny Ave
East Dundee, IL 60118
Steve Golyzniak
847 695-0080

Ownership: Limited Liability Company; Aero
Snow Holdings (DE) LLC 100% Category -
Sidewalks: Shoveling

- 2) Vendor # 18329
DIAZ GROUP LLC
747 Church Rd
Elmhurst, IL 60126
Enrique Cahue
773 7258644

Ownership: Limited Liability Company;
Ruben Diaz Sr 25%, Rafael Diaz 25%, Ruben
Diaz 25%, Antonio Diaz 25% Category -
Parking: Plowing and the purchase of salt/ice
melt

USER INFORMATION :

Project
Manager: 11880 - Facility Opers & Maint - City Wide
42 West Madison Street
Chicago, IL 60602

Rehberg, Caleb M
773-553-2960

PM Contact: 11880 - Facility Opers & Maint - City Wide
42 West Madison Street
Chicago, IL 60602

Hansen, Ivan
773-553-2960

TERM:

The term of each agreement shall commence on September 1, 2023 and shall end August 31, 2024. Each agreement shall automatically renew for two (2) successive periods of one (1) year each. Each Renewal Term shall be the Board's option. The Board can elect, with or without cause, to not exercise any Renewal Term by notifying the Vendor in writing prior to the expiration of the active term. This notice of non-renewal will be effective upon the conclusion of the active term. Both the Term and any Renewal Term are subject to earlier termination as otherwise provided for by this Agreement.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors shall provide the necessary labor, materials, and equipment to adequately provide snow and ice removal.

DELIVERABLES:

Vendors will be responsible for providing the following (applicable where awarded):

- *Maintenance Schedule for Sites Serviced
- *Service Tickets
- *Ice Melt
- *Invoices
- *Before and After Pictures of Special Property Services
- *Copies of all check charts and logs

OUTCOMES:

Vendor's services will result in Board Facilities having properly cared for snow and ice removal.

COMPENSATION:

Vendors shall be paid in accordance with the prices based on the awarded category contained within their agreement;

Estimated annual costs for the one (1) year term are set forth below:

\$20,000,000, FY24

Renewal Option 1

\$20,000,000, FY25

Not to exceed \$20,000,000 for the one (1) year term.

Renewal Option 2

\$20,000,000, FY26

Not to exceed \$20,000,000 for the one (1) year term.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), the Business Diversity goals for this pool are 40% MBE and 10% WBE. This vendor pool is comprised of 2 vendors with 1 MBE. The User group has committed to achieve the Business Diversity goals through the utilization of the certified diverse suppliers and certified diverse subcontractors.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230, Department of Facilities, Unit 11880

\$20,000,000, FY24

Not to exceed \$20,000,000 for the one (1) year term.

Renewal Option 1

\$20,000,000, FY25

Not to exceed \$20,000,000 for the one (1) year term.

Renewal Option 2
\$20,000,000, FY26
Not to exceed \$20,000,000 for the one (1) year term.

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:

PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form:

RUCHI VERMA
General Counsel