

**AUTHORIZE NEW AGREEMENT WITH T AND J PLUMBING, INC. FOR BACKFLOW DEVICE
MAINTENANCE AND TESTING**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with T & J Plumbing, Inc. ("Vendor") to provide backflow device maintenance and testing services to the Department of Facilities for all CPS schools at cost of approximately \$204,000 annually, total cost not to exceed \$612,000 for the three year term. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is available for signature. No services shall be provided by Vendor and no payment shall be made to 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.

Specification Number : 13-250060

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

VENDOR:

- 1) Vendor # 23957
T & J PLUMBING, INC.
5251 W. BELMONT AVENUE
CHICAGO, IL 60641
Catherine Freihage
773 545-4422
773-545-4470

USER INFORMATION :

Contact:
11860 - Facility Operations & Maintenance

125 South Clark Street 16th Floor

Chicago, IL 60603

McGuffage, Mr. Terrence William

773-553-2960

TERM:

The term of the agreement shall commence on the date the agreement is signed and shall end thirty-six (36) months thereafter. This agreement shall have two (2) options to renew for periods of twelve (12) months each. Pricing shall remain firm for any renewals.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will be responsible for testing and maintaining all backflow prevention devices and assist in documenting and creating a database of all devices in our buildings. Vendor must have licensed Cross Connect Device Inspectors and follow the City of Chicago requirements, per municipal code 18-29-312.9.

DELIVERABLES:

Vendor will provide reports and assist in maintaining an accurate list of all the backflow prevention devices in CPS buildings.

OUTCOMES:

Vendor's services will result in standardization across the district and have the potential to realize volume discounts.

COMPENSATION:

Vendor shall be paid as follows: per backflow device with prices ranging from \$35 to \$72 per device, depending on the type of device tested; approximately \$204,000 annually, total not to exceed \$612,000 for the three year term.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a partial waiver, as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted as the scope of services called for in this agreement is not further divisible.

The Vendor has identified the following participation:

Total MBE - 10%

1. Nova Stationers, Inc. dba Meadows Office Supply
30W260 Butterfield Rd., Ste. 210
Warrenville IL 60555

2. PJ's Ace Hardware
7 Chicago Ave.
Oak Park, IL 60302

Total WBE - 90%

1. T and J Plumbing, Inc.
5251 West Belmont Ave.
Chicago, IL 60641

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Operations and Maintenance (O&M) funds for unit 11880 and other school units for FY2014, 2015, 2016 and 2017.

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:



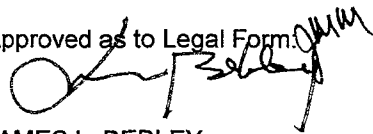
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel