

14-1119-PR15

**AMEND AND RATIFY BOARD REPORT 13-0828-PR14
APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS FOR FIRE
EXTINGUISHER MAINTENANCE SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various vendors to provide fire extinguisher maintenance services to schools at a total cost not to exceed ~~\$200,000~~ \$600,000. 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 November 2014 amendment is necessary to increase the not-to-exceed amount from \$200,000 to \$600,000 to cover actual usage and ratify the spend over the original authority. Written amendments to the agreements are not required.

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

VENDOR:

- 1) Vendor # 39827
SIMPLEX GRINNELL
91 N. MITCHELL COURT
ADDISON, IL 60101
Julie Watkins
630 948-1100

Awarded: North Northwest Collaborative

- 2) Vendor # 46012
FOX VALLEY FIRE AND SAFETY CO
2730 PINNACLE DR.
ELGIN, IL 60123
Larry Paris
847 695-5990

Awarded: West, South, Southwest, And Far
South Collaboratives

USER INFORMATION :

Contact: 11860 - Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Taylor, Ms. Patricia L
773-553-2960

Project 11860 - Facility Operations & Maintenance
Manager: 125 South Clark Street 16th Floor
Chicago, IL 60603
Mcguffage, Mr. Terrence William
773-553-2960

TERM:

The term of each agreement shall commence on September 1, 2013 and shall end on August 31, 2015. The agreements shall have two options to renew for periods of 12 months each. Cost for each option period shall not exceed \$100,000.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors will provide inspection and maintenance services for fire extinguishers in accordance with the National Fire Protection Association standards. As the code indicates, maintenance should include correct placement; inspection of safety seals; documentation and communication of any obstructions; repair of any leaks, damage, corrosion, clogging, etc.; pressure gauge readings; verification of operating instructions; check for fullness; and, provide required testing and documentation of all inspections and services.

DELIVERABLES:

Vendors' services will provide Chicago Public Schools with annual maintenance in accordance with National Fire Protection Association standards, including inspections, hydrostatic testing, record keeping, pressure testing, conductivity testing, recharging, required documentation, proper removal, and required replacements of extinguishers.

OUTCOMES:

Vendors' services will result in proper inspection and maintenance of fire extinguishers by authorized service technicians in accordance with National Fire Protection Agency standards (NFPA 10).

COMPENSATION:

Vendors shall be paid as follows: in accordance with the pricing set forth in their respective agreement; total not to exceed ~~\$200,000~~ \$600,000 in the aggregate for all vendors.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following 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 Operating Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The M/WBE goals for this agreement include: 25% total MBE and 5% total WBE participation. However, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate compliance method for M/WBE compliance will be utilized. Thus, orders for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a quarterly basis.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 230
Parent Unit: 11800
Charge to: Department of Facility Operations & Maintenance
FY14: \$100,000 FY15: ~~\$100,000~~ \$500,000

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:



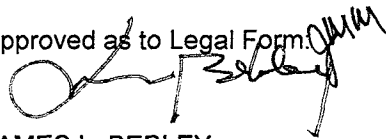
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel