

May 27, 2015

AUTHORIZE A NEW AGREEMENT WITH SIMPLEX GRINNELL FOR THE REPAIR, PREVENTIVE MAINTENANCE AND INSPECTION OF ALL TYPE I (ANSUL) AND TYPE II (EXHAUST HOODS) SERVICES

THE CHIEF ADMINISTRATIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Simplex Grinnell to provide repair, preventive maintenance and inspection of all Type I (Ansul) and Type II (Exhaust Hoods) to CPS facilities on behalf of Nutrition Support Services and Career and Technical Education at an estimated annual cost as set forth in the Compensation section. 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 the execution of their 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 : 15-350021

Contract Administrator : Wilkerson, Ms. Iman / 773-553-2280

VENDOR:

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

Ownership: Llp Simplex Time Recorder
Llc-50.87%, Tyco Fire Protection-47.09%,
Master Protection-2.12%, Str Grinnell Gp
Holding-.00013%

USER INFORMATION:

Contact: 12010 - Nutrition Support Services
42 West Madison Street
Chicago, IL 60602
Cooper, Ms. Crystal T
773-553-2830

TERM:

The term of this agreement shall commence on June 1, 2015 and shall end May 31, 2017. This agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Simplex Grinnell will ensure all Type I (Ansul Fire Suppression Systems) and Type II (Exhaust Hoods) can operate at optimal efficiency for the prevention of kitchen fires and the removal of heat exhaust from all kitchen and ventilated areas. The Vendor will inspect all systems semi-annually, clean and provide basic preventive maintenance; recharge the systems as needed; complete repairs on an as needed basis on all makes, models and parts.

DELIVERABLES:

The Vendor will provide inspections to all systems semi-annually, clean and provide basic preventive maintenance; recharge the systems as needed; complete repairs on an as needed basis including all makes, models and parts.

OUTCOMES:

Vendor's services will result in the prevention of kitchen fires and the removal of heat exhaust from all kitchen and ventilated areas.

COMPENSATION:

Vendor shall be paid as follows:

Estimated annual costs for the two (2) year term are set forth below:

\$1,000,000.00, FY16

\$1,000,000.00, FY17

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 Executive Director Nutrition Support Services to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement were set at 15% total MBE and 5% total WBE participation. However, the Office of Business Diversity recommends a waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, be granted. The awarded vendor demonstrated good faith efforts in trying to meet the required goals and provided evidence of those good faith efforts.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 312 Nutrition Support Services, Fund 369 Office of College and Career Success
Not to exceed \$2,000,000 for the two (2) 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.

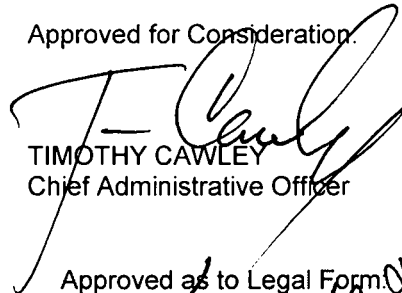
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



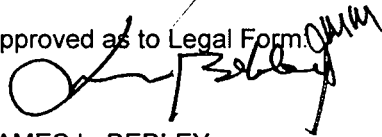
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved for Consideration:



TIMOTHY CAWLEY
Chief Administrative Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel