

AUTHORIZE A NEW AGREEMENT WITH JOS SERVICES, INC. FOR BACKFLOW ANNUAL DEVICE TESTING SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with JOS Services, Inc. to provide Backflow Device Annual Testing Services to the Department of Facilities and all Schools at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of its 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 : 20-350032

Contract Administrator : Cardenis, Miss Christy L. / 773-553-2280

VENDOR:

- 1) Vendor # 17893
JOS SERVICES, INC.
905 Safford Ave
Lake Bluff, IL 60044

James Seibert
847 274-0734

Ownership: James Seibert - 100%

USER INFORMATION :

Project
Manager: 11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Carson, Mr. Clarence A.

773-553-2960

TERM:

The term of this agreement shall commence on October 1, 2021 and shall end September 30, 2023. 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:

Vendor will be responsible for the annual testing of the complete backflow prevention system with four assemblies:

Reduced pressure principle backflow preventer assemblies; Double check-valve assemblies;
Double-detector check-valve assemblies; Pressure vacuum breaker assemblies

DELIVERABLES:

Vendor will be responsible for providing reports on any items in need of repair, along with developing a detailed scope of work. Vendor shall also update the City of Chicago Water Department website regarding each inspection.

OUTCOMES:

Vendor's services will result in the Board's compliance with the City of Chicago Water Department code requirements.

COMPENSATION:

Vendor shall be paid as follows: per inspection.
Estimated annual costs for the two (2) year term are set forth below:

\$192,375 FY 22
\$256,500 FY 23
\$64,125 FY 24

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:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is in full compliance with the participation goals of 30% MBE and 7% WBE. The Prime vendor has committed to 39% MBE and 7% WBE. The following firms have been scheduled:

Total MBE: 39%

C&G Construction Supply Co.
1593 Valencia Court
Calumet City, IL
Ownership: Ashley Coleman

Sutton Ford
21315 Central Ave
Matteson, IL
Ownership: Karen Sutton Ford

Total WBE: 7%

Katco Development
415 Williams Street
Mount Prospect, IL
Ownership: Karen Barba

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230 Department of Facilities, Unit 11880

\$192,375 FY 22
\$256,500 FY 23
\$64,125 FY2 4

Not to exceed \$513,000 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.

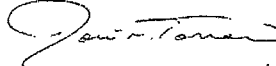
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



JONATHAN MAPLES
Chief Procurement Officer

Approved:



JOSÉ M. TORRES, PhD
Interim Chief Executive Officer

Approved as to Legal Form:



JOSEPH T. MORIARTY
General Counsel