

**AUTHORIZE A NEW AGREEMENT WITH LIONHEART CRITICAL POWER SPECIALISTS INC. FOR
EMERGENCY BACKUP GENERATOR SYSTEM MAINTENANCE AND REPAIR SERVICES**

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Lionheart Critical Power Specialists Inc. to provide Emergency Backup Generator System Maintenance and Repair 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 : 21-350011

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

VENDOR:

- 1) Vendor # 98541
LIONHEART CRITICAL POWER
SPECIALISTS, INC.
13151 EXECUTIVE COURT
HUNTLEY, IL 60142

Cliff Hunter
847 291-1413

Ownership: Donald Ritter - 25%, Kenneth
Lenhart - 25%, Michael Hunter - 25%,
William Stunkard - 25%

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 shall furnish all labor, materials, tools, supplies and supervision to provide a routine maintenance program in accordance with the original Systems manufacturers' recommended procedures and performance criteria.

DELIVERABLES:

Vendor will be responsible for providing the following:

- *Schedule of regular Routine Maintenance and testing
- *Dated check chart(s) and log book(s) for each System in the generator compartment of each assigned Site showing all maintenance tasks and repairs performed, identified problems and actions taken, including dates, the nature of work, parts and components utilized to perform such maintenance or repairs.
- *Notification of Systems being taken out of service for maintenance or testing, and when the System is being put back in service.
- *Executive Summary Report of all completed maintenance and testing
- *Invoices
- *Instruct authorized personnel in proper use, operations and periodic maintenance of the System. Vendor shall train the Board personnel in normal procedures to be followed in checking for sources of operational failures or malfunctions.
- *Bound Maintenance Control Program manual for the System, with operating and maintenance instructions for major critical components, emergency instructions, and similar information.

OUTCOMES:

Vendor's services will result in operation of the System per the manufacturer's specifications.

COMPENSATION:

Vendor shall be paid as specified in their agreement:

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

- \$309,864 FY 22
- \$413,152 FY 23
- \$103,288 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 waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230 Department of Facilities, Unit 11880

- \$309,864 FY 22
- \$413,152 FY 23
- \$103,288 FY 24

Not to exceed \$826,304 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.

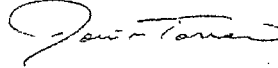
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

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