

**AUTHORIZE THE FIRST AND FINAL RENEWAL AGREEMENT WITH 120 WATER AUDIT LLC FOR SOFTWARE TO MANAGE WATER QUALITY TESTING, REPORTING AND PUBLISHING**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize the first and final renewal agreement with 120 Water Audit LLC to provide Water Quality Project Management Software Services to the Department of Facilities at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Specification Number : 18-350022

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

**VENDOR:**

- 1) Vendor # 22734  
120 WATER AUDIT LLC  
85 EAST CEDAR ST.  
ZIONSVILLE, IN 46077

ERIC STAM  
812 498-4830

OWNERSHIP: CHRIS BAGGOTT=20.7%,  
DAVR KOHL=27.8%, MEGAN  
CLOVER=17.2%

**USER INFORMATION :**

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

42 West Madison Street

Chicago, IL 60602

Schleyer, Richard J

773-553-2960

**ORIGINAL AGREEMENT:**

The original Agreement authorized by Board Report 18-0926-PR12 in the amount of \$250,000 is for a term commencing October 1, 2018 and ending September 30, 2022 with the Board having one (1) option to renew for a four (4) year term. The original Agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

**OPTION PERIOD:**

The term of this agreement is being renewed for four (4) years commencing October 1, 2022 and ending September 30, 2026.

**EARLY TERMINATION RIGHT:**

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

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to supply and maintain software as a service (SAAS) with the following attributes:

1. Scheduling: school test scheduling, retesting and follow up testing; test crew assignment, school scheduling, tracking and integrated communications for scheduling with and feedback from schools.
2. Communications platform for distribution of test results and test related communications, including: 1) ability to develop and transmit template letters based upon results, and 2) automatic emailing of results to critical players for each building or campus.
3. Use of electronic chain of custody logs and labels tied to database assets to digitally track test paperwork and logging.
4. Mitigation Tracking Scope of Work repository, scheduling, progress tracking, field notes and current status.
5. Dashboard: School, Network, and District views of all relevant testing and mitigation data customization based upon user role.
6. Automatic report posting to CPS school websites, CPS lead testing website, IDPH test result submission, and other associated reports and publishing actions.
7. Integrate with the CPS Oracle Database.

**DELIVERABLES:**

Vendor will continue to provide access to their water quality management software for use by the CPS Facilities team and selected Water Quality Testing Consultant. Vendor will provide all required training in the use of the software as well as assistance in resolution of issues and compatibility with the software.

**OUTCOMES:**

Vendor's services will result in the improved management and communications both internally and externally of the Water Quality Testing program, the results, and the mitigation process.

**COMPENSATION:**

Estimated annual costs for the four (4) year term are set forth below:

- FY23 \$62,500
- FY24 \$62,500
- FY25 \$62,500
- FY26 \$62,500

**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 Operating 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 exempt as this agreement is for Proprietary Software.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund: Various Capital Funds, Unit 12150, Capital Planning

\$62,500 FY23

\$62,500 FY24

\$62,500 FY25

\$62,500 FY26

Not to exceed \$250,000 for the four (4) 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:



PATRICIA HERNANDEZ  
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: **VM**



JOSEPH T. MORIARTY  
General Counsel