

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION LP FOR FIRE SUPPRESSION ANSUL AND EXHAUST SYSTEM MAINTENANCE AND REPAIR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with Johnson Controls Fire Protection LP to provide Fire Suppression Ansul and Exhaust 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 : 21-350024

Contract Administrator : Zimnie, Stephen A / 773-553-2280

VENDOR:

- 1) Vendor # 39827
JOHNSON CONTROLS US HOLDINGS INC
DBA JOHNSON CONTROLS FIRE
PROTECTION LP
3007 MALMO DRIVE
ARLINGTON HEIGHTS, IL 60005
Julie Wakins
630 948-1100

Ownership: For Profit Corporation; Simplex
Time Recorder - 51%, Tyco Fire Protection
LLC - 47%, Master Protection LP - 2%

USER INFORMATION :

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

42 West Madison Street

Chicago, IL 60602

Rehberg, Caleb M

773-553-2960

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 21-0728-PR19) in the amount of \$1,784,570.20 is for a term commencing October 1, 2021 and ending September 30, 2023, with the Board having three (3) options to renew for one (1) year terms. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

EXTENSION PERIOD:

The term of this agreement is being renewed for 1 year commencing October 1, 2023 and ending September 30, 2024.

OPTION PERIODS REMAINING:

There are two (2) option periods for one (1) year remaining.

SCOPE OF SERVICES:

Vendor shall continue to furnish all labor, materials, tools, supplies and supervision to provide a full preventative maintenance program and repairs in accordance with the original System's 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.
- *Provide loaner units, as required

OUTCOMES:

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

COMPENSATION:

Estimated annual cost for this option period are set forth below:

\$1,125,000, FY24

\$1,875,000, FY25

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Facilities Officer to execute all ancillary documents required to administer or effectuate this option 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

\$1,125,000, FY 24

\$1,875,000, FY 25

Not to exceed \$3,000,000 for the one (1) 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: 



RUCHI VERMA
General Counsel