

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH JOHNSON CONTROLS FIRE PROTECTION LP FOR FIRE SUPPRESSION 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 System Maintenance and Repair Services to the Department of Facilities and all Schools at an 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 payment shall be made to Johnson Controls Fire Protection LP during the option period prior to 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 : 21-350016

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
630 9481216

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-PR20) in the amount of \$2,076,554 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 one (1) years commencing October 1, 2023 and ending September 30, 2024.

OPTION PERIODS REMAINING:

There are two (2) option periods for one (1) of 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 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 during this option period as follows:

Estimated annual costs for the one (1) year term are set forth below:

\$750,000, FY24

\$250,000, 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),, the goals for this contract are 30% MBE and 7% WBE. This contract is in partial compliance and the Office of Business Diversity has granted a partial waiver. The vendor has scheduled the following firm(s):

Total MBE: 37%

RAM Fire Protection, Inc.

731 Annoreno Dr

Addison, IL 60101

Ownership: Raj Mahal

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230, Department of Facilities, Unit 11880

\$750,000, FY24

\$250,000, FY25

Not to exceed \$1,000,000 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