AUTHORIZE A NEW AGREEMENT WITH SIMPLEXGRINNELL, LP FOR FIRE ALARM TESTING AND REPAIR SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with SimplexGrinnell LP to provide fire alarm testing and repair services to the Department of Facilities 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 7-2.4 which authorizes the Board to purchase biddable items based on contracts between a federal, state, county, city or sister agency and its vendor. The Chicago Transit Authority issued a bid (Specification #CTA 0027-14) and subsequently entered into a contract with Vendor (Requisition #BP150P04377). A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their 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.

Contract Administrator:

Hernandez, Miss Patricia / 773-553-2280

VENDOR:

1) Vendor # 39827 SIMPLEXGRINNELL LP 91 N. MITCHELL COURT ADDISON, IL 60101 Julie Watkins 630 948-1100

Ownership: Simplexgrinnell Time Recorder Llc -50.78%, Tyco Fire Protection, Llc -47.08, And Master Protection, Lp - 2.12%

USER INFORMATION:

Contact:

11860 - Facility Operations & Maintenance

42 West Madison Street

Chicago, IL 60602

Williams, Mr. Christopher B

773-553-2960

TERM

The term of this agreement shall commence on August 1, 2016 and shall end July 31, 2018. This agreement shall have two (2) 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:

Based on an established inspection schedule, repairs and tests will be conducted Monday through Friday during normal hours. The Vendor will inspect the system and identify site conditions that could compromise the performance of the system. If system is not operational or non-compliant, the Vendor will provide a separate proposal which will be submitted detailing necessary repairs.

DELIVERABLES:

Vendor will provide detailed inspection reports upon completion of testing and inspection at each facility.

OUTCOMES:

Vendor's services will result in compliant and safer facilities sites.

COMPENSATION:

Vendor shall be paid based on an hourly rate for labor and unit pricing for material costs, as specified in their contract; total not to exceed \$3,500,000 for the term.

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 Board Rule 7-2.4, the Board is authorized to purchase these biddable items through federal, state, county, city or sister agency contracts. This CTA piggyback original agreement was not subjected to M/WBE goals, but the vendor has scheduled the following firm:

Total MBE: 20%

Computer Services and Consulting, Inc. 16W241 S. Frontage Rd., Ste. 40 Burr Ridge, IL 60527 Ownership: Caroline Sanchez Crozier

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230
Department of Facilities, Unit 11860
\$3,500,000, FY17, FY18 and FY19

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:

LESLIE NORGREN

Acting Chief Procurement Officer

Approved:

FORREST CLAYPOOL Chief Executive Officer

Approved as to Legal Form of Fonal R. Manne

RONALD L. MARMER General Counsel