

**APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS VENDORS TO PROVIDE FOOD SERVICE EQUIPMENT REPAIR SERVICES AND PREVENTIVE MAINTENANCE SERVICES**

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

Approve entering into agreements with various vendors to provide food service equipment repair services and preventive maintenance services in dining facilities, kitchen facilities, and school culinary labs at a total cost not to exceed \$9,046,000 for all Vendors. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. No services shall be provided by and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 12-250046

Contract Administrator : Knowles, Miss Demetra / 773-553-3256

**VENDOR:**

- 1) Vendor # 32308  
A.M.C. MECHANICAL , INC.  
11535 WEST 183RD PLACE., UNIT 106  
ORLAND PARK, IL 60467  
Sylvia Lopez  
708 479-4678

Awarded Repairs: Categories 1, 3 And 4

- 2) Vendor # 15715  
MIDWEST RESTAURANT EQUIPMENT  
183 N YORK ROAD  
ELMHURST, IL 60126  
Thomas Pope  
630 279-8000

Awarded Repairs: Category 1

- 3) Vendor # 94626  
SOUTHEAST SERVICE CORPORATION  
DBA SSC SERVICE SOLUTIONS  
1845 MIDPACK RD.  
KNOXVILLE, TN 37921  
Dan Pesta  
440 231-4853

Awarded Repairs And Preventive  
Maintenance: Categories 1, 2, 3, 4, 5 And 6

**USER INFORMATION:**

Contact: 12010 - Nutrition Support Services  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
Fowler, Mrs. Leslie A.  
773-553-2833

Contact: 13725 - Early College and Career  
125 S Clark Street  
Chicago, IL 60603  
Blackmon, Mr. David Robert  
773-553-2108

**TERM:**

The term of these agreements shall commence on the date the agreements are signed and shall end on February 28, 2015. These agreements shall have 3 options to renew for periods of 12 months each.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate these agreements with 30 days written notice.

**SCOPE OF SERVICES:**

Vendors shall provide 1. food service equipment repairs, and 2. preventive maintenance services in the dining facilities, kitchen facilities, and school culinary labs where Chicago Public Schools students are served. Repair and preventive maintenance include the following categories as defined in the agreement:

1. Category 1: Oven and holding equipment
2. Category 2: Meal preparation equipment
3. Category 3: Refrigeration equipment
4. Category 4: Dishwashers and peripherals
5. Category 5: Miscellaneous other equipment
6. Category 6: Safe repairs and cash register repairs

Work order assignments will be based on lowest hourly rate and then vendor availability.

**DELIVERABLES:**

Vendors will supply 1. food service equipment repair and 2. preventive maintenance services as set forth in the agreements.

**OUTCOMES:**

Vendors' services will result in repair and preventive maintenance services of food service equipment.

**COMPENSATION:**

Vendors shall be paid hourly rates as set forth in each Vendor's agreement, inclusive of labor, materials and supplies; the total cost shall not exceed the sum of \$9,046,000 in the aggregate for all Vendors.

**REIMBURSABLE EXPENSES:**

None

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate these agreements.

**AFFIRMATIVE ACTION:**

The MBE/WBE goals for this agreement include 25% total MBE and 15% total WBE participation. Thus, pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, contracts for subsequent vendors from the pool created by this agreement will be subjected to aggregated compliance reviews and monitored on a monthly basis.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 312

Charge to Nutrition Support Services, 12050

\$8,846,000

FY2013, FY2014 and FY2015

Future year funding is contingent upon budget appropriation and approval.

Fund 369

Charge to Early College and Career Education, 13729

\$200,000

FY2013, FY2014 and FY2015

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:



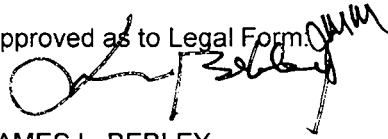
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT  
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY  
General Counsel