

**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR GENERAL REPAIR AND
PREVENTATIVE MAINTENANCE OF KITCHEN EQUIPMENT AND CULINARY LABS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide general repair services and with KKelly, Inc. d/b/a Emerald Restaurant Service to provide general repair and preventative maintenance services of kitchen equipment and culinary labs for all Chicago Public Schools kitchens and all culinary kitchen labs at an estimated annual cost set forth in the Compensation Section of this report. 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 : 15-350061

Contract Administrator : Pincombe, Ms. Charley C / 773-553-2280

USER INFORMATION :

Project
Manager: 12010 - Nutrition Support Services

42 West Madison Street

Chicago, IL 60602

Fowler, Mrs. Leslie A.

773-553-2830

TERM:

The term of each agreement shall commence on March 1, 2016 and shall end on February 28, 2019. The agreements 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 each agreement with 30 days written notice.

SCOPE OF SERVICES:

General repair vendors are to repair kitchen and culinary lab equipment used to store and prepare food for Nutrition Support Services and Career and Technical Education (CTE) culinary labs for the following categories: 1) Oven and Holding Equipment, 2) Meal Preparation Equipment, 3) Refrigeration Equipment, 4) Dishwashers and Peripherals, and 5) Sinks and Counters Equipment. KKelly, Inc. is to provide preventative maintenance for kitchen and culinary lab equipment used to store and prepare food for Nutrition Support Services and Career and Technical Education (CTE) culinary labs for the following categories: 1) Oven and Holding Equipment, 2) Refrigeration Equipment, and 3) Dishwashers and Peripherals, in addition to general repair services.

DELIVERABLES:

General Repair vendors will provide repairs to the thousands of pieces of kitchen equipment in the District that support the various food service operations and culinary labs initiatives. The preventative

maintenance vendor will provide preventative maintenance to the District's kitchen equipment and culinary labs to ensure that CPS is able to maintain its existing equipment for as long as possible.

OUTCOMES:

General repair services will result in equipment ready for service to support the District's various food service operations and culinary lab initiatives. Preventative maintenance services will result in properly maintained equipment to extend the life of many of the District's kitchen equipment pieces.

COMPENSATION:

Vendors shall be paid at a negotiated hourly rate per service rendered. Estimated annual costs for the three (3) year term are set forth below:

- \$1,000,000, FY16
- \$4,000,000, FY17
- \$4,000,000, FY18
- \$3,000,000, FY19

Not to exceed \$12,000,000 for the three (3) year term.

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 Executive Director of Nutrition Support Services to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the aggregate method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors in the pool created by this agreement will be subjected to compliance reviews on an aggregate basis. Aggregated compliance of vendors in the pool will be reported on a monthly basis. The M/WBE participation goals for this agreement are 30% total MBE and 7% total WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

- Fund 312, Unit 12010
- \$1,000,000, FY16
- \$4,000,000, FY17
- \$4,000,000, FY18
- \$3,000,000, FY19

Not to exceed \$12,000,000 for the three (3) 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:




SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 



RONALD L. MARMER
General Counsel

1)

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

Category: General Repair Ownership: 51%
Sylvia Lopez, 49% Anthony Lopez

2)

Vendor # 16091
KKelly Inc DBA Emerald Restaurant Service
914 Geneva St
Shorewood, IL 60404
Kevin Kelly
888 696-7317

Category: General Repair And Preventative
Maintenance Ownership: 100% Kevin Kelly

3)

Vendor # 32495
HARDY CORPORATION
711 WEST 103 RD STREET
CHICAGO, IL 60628
Kimberly Spaulding
773 779-6600

Category: General Repair Ownership: 100%
Kim Spaulding

4)

Vendor # 97994
RIVERSIDE MECHANICAL SERVICES, INC
712 CENTER RD.
FRANKFORT, IL 60423
Christine Sehring
815 464-9935

Category: General Repair Ownership: 100%
Christine Sehring

5)

Vendor # 26041
STANTON MECHANICAL INC
170 GAYLORD
ELK GROVE VILLAGE, IL 60007
James Stanton
847 434-5100

Category: General Repair Ownership: 50%
James Stanton, 50% Linda Stanton