

July 25, 2018

AMEND BOARD REPORT 18-0627-PR11
**AUTHORIZE NEW AGREEMENT WITH SODEXOMAGIC, LLC FOR INTEGRATED FACILITY
MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreement with SodexoMagic, LLC to provide integrated facility management 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. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by 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 their written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to the agreement is stated below.

This July 2018 amendment is necessary to add Zone 9 to area of coverage for Integrated Facilities Management Services and to increase the annual compensation amount by \$20.2 million. The authority granted herein shall automatically rescind in the event the written agreement is not executed within 120 days of the date of this amended Board Report.

Contract Administrator : Barnes, Miss Allison V / 773-553-3241

VENDOR:

- 1) Vendor # 99426
SODEXOMAGIC, LLC
9801 WASHINGTON BLVD.
GAITHERSBURG, MD 20878
BRANDI FARR-STACEY WRAZEN
301 987-4270

Ownership: Magic Food Provision, Llc- 51%
And Sodexo Operations, Llc - 49%

USER INFORMATION :

Project 11880 - Facility Opers & Maint - City Wide
Manager: 42 West Madison Street
Chicago, IL 60602
Peng, Mr. Yanbo
773-553-2960

Project 11880 - Facility Opers & Maint - City Wide
Manager: 42 West Madison Street
Chicago, IL 60602
Torres, Mr. Israel L
773-553-2960

TERM:

The term of the agreement shall commence on July 1, 2018 and shall end on June 30, 2021. The 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 the agreement with 180 days written notice.

SCOPE OF SERVICES:

Vendor will perform full Integrated Facilities Management across all schools in Zones 00, 3, and 4, and 9. Vendor will manage and provide custodial services, engineering services, various trades, landscaping, snow removal and pest control for the schools awarded. Vendor will provide a consolidated data solution and a call center for their awarded schools. The consolidated data solution will manage other facilities management services providers across the entire district to ensure consistent delivery of service and establish a single point of contact for Principals. Vendor will be responsible for regularly assessing the conditions of the buildings, equipment, and systems; developing and implementing building operations, preventive maintenance, and establishing capital plan recommendations necessary to maintain, preserve, and keep the premises in good condition. As part of these responsibilities the Vendor will:

- 1) Invest in system upgrades and repairs which will improve and ensure the efficient performance of building automation systems and reduce overall energy spend with targeted upgrades;
- 2) Provide professional development for all CPS Board engineering employees to enhance their skills and improve productivity;
- 3) Ensure the quality of work performed and reduce the costs within the operational areas.

DELIVERABLES:

Full Integrated Facility Management for awarded schools, including custodial services, engineering services, various trades, landscaping, snow removal and pest control. Vendor will provide a call center to respond to and resolve school facility related issues. Buildings will be cleaned to an APPA 2 standard. Best in class technology, equipment and training shall be provided to staff. A comprehensive asset management system shall be provided to manage and track data.

LEASE OF SPACE: The Board authorizes the lease of space in CPS facilities to the Vendors and delegates authority to the Chief Operations Officer and General Counsel to negotiate the terms and conditions of any such lease.

OUTCOMES:

Vendor will provide the skills and experience needed to manage every aspect of facility management (FM) to a group of schools awarded using cutting-edge building monitoring technology which will help drive CPS in making data driven decisions, such as repair vs. replacement of assets. The benefits and outcomes to CPS are:

- 1) Cost Efficiency - By managing services under one umbrella, costs will be managed more effectively.
- 2) Consistency - Establishing one standard level of service for all schools will result in consistent service across the District.
- 3) Improved Productivity - The ability to share resources and management will create enhanced levels of productivity.
- 4) Professional Development - Vendor's employees will receive comprehensive training and development on an ongoing basis to enhance their skills and the services they provide to the schools.
- 5) Communication - Vendor will coordinate many different service providers, the communication process will be simplified and more sophisticated communication tools will be created.
- 6) Turnkey/Convenience - Principals, Staff, and CPS Leadership will quickly connect with the right person and resolve problems with a "turnkey" solution.

7) Responsiveness - Principals and their teams will have a high level of confidence that their FM Partner will respond quickly and efficiently.

8) Accountability - One FM Partner will manage all processes and will be responsible for the program results for awarded schools.

9) Program Quality - The end result will be enhanced program quality that provides a safer, attractive more comfortable learning environment for all students.

COMPENSATION:

Vendor shall be paid as specified in their agreement. Estimated annual costs, inclusive of any reimbursable expenses, for the three (3) year term are set forth below:

FY19	\$56,200,000	<u>\$76,400,000</u>
FY20	\$56,200,000	<u>\$76,400,000</u>
FY21	\$56,200,000	<u>\$76,400,000</u>

REIMBURSABLE EXPENSES:

As specified in the agreement, if applicable.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions, including any indemnities to be provided to Vendor, in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize the Chief Operations Officer to execute all ancillary documents required to administer or effectuate the agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Programs for Minority and Women Owned Business Enterprise (M/WBE) Participation in Goods and Services and Construction Contracts, the overall District goals for this award are 40% MBE and 10% WBE. The selected vendor has scheduled various diverse sub-consultants in various industries.

SodexoMagic, LLC.

Total MBE: 41%

R.J.B. Properties, Inc.
11415 W. 83rd Place, Suite B
Orland Park, IL 60462
Ownership: Joe Blackstone

Ringo Services, Inc.
277 Gratiot Ave.
Detroit, Michigan 48226
Ownership: Dan Ringo

Vargas Group, Inc.
53 W. Jackson Blvd., Suite 1310
Chicago, IL 60604
Ownership: Jaime Cruz

Total WBE: 10%

Christy Webber Landscapes
2900 W. Ferdinand Street
Chicago, IL 60612

Ownership: Christy Webber

Landmark Pest Management
2227 Hammond Drive
Schaumburg, IL 60173
Ownership: Rebecca Fyfe

Spaan Tech, Inc.
311 S. Wacker Dr., Suite 2400
Chicago, IL 60606
Ownership: Smita N. Shah

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 230
Department of Facilities
Unit: 11880

FY19 \$56,200,000 \$76,400,000

FY20 \$56,200,000 \$76,400,000

FY21 \$56,200,000 \$76,400,000

Not to exceed \$168,600,000 \$229,200,000 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.

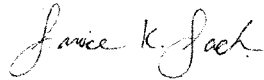
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



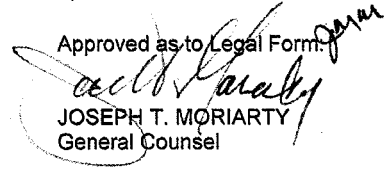
JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form *Janice*



JOSEPH T. MORIARTY
General Counsel