APPROVE ENTERING INTO AGREEMENTS WITH CDW GOVERNMENT, LLC, OFFICE DEPOT, AND TROXELL COMMUNICATIONS, INC. FOR THE PURCHASE OF AUDIO VISUAL EQUIPMENT

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with CDW Government, LLC, Office Depot, and Troxell Communications, Inc. for the purchase of Audio Visual Equipment for all schools, departments, and network offices at a total cost not to exceed \$2,000,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for this purchase are available for signature. No goods may be ordered or received 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: 13-250000

Contract Administrator: Sinnema, Mr. Ethan Cedric / 773-553-3295

VENDOR:

1) Vendor # 63673 CDW GOVERNMENT, LLC 300 NORTH MILWAUKEE AVE. VERNON HILLS, IL 60061 Brad Huffman 877 489-8641

Category #4: Portable Audio Systems And Echo Canceling Speaker Mics

2) Vendor # 14360 OFFICE DEPOT 515 KEHOE BLVD. CAROL STREAM, IL 60188 Bob Peluso 800 651-4624

Category #2: Lcd-Led Monitors/Displays And Installation Services

3) Vendor # 22041 TROXELL COMMUNICATIONS, INC. 4830 S 38TH STREET PHOENIX, AZ 85040 Kevin LeBlanc 800 578-8858

> Category #1 And #3: Document Cameras, Digital Cameras, Web Cameras, And Video Cameras, Dvd Players And Bly-Ray Players

USER INFORMATION:

Contact:

12210 - Procurement and Contracts Office

125 South Clark Street 10th Floor

Chicago, IL 60603

Sinnema, Mr. Ethan Cedric

773-553-3295

TERM:

The term of each agreement shall commence on August 1, 2013 and shall end on July 31, 2014. Each 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 each agreement with 30 days written notice.

DESCRIPTION OF PURCHASE:

Vendors will provide various audio visual equipment, including, but not limited to, document cameras, digital cameras, web cameras, video cameras, LCD-LED monitors/displays, dvd players, blu-ray players, portable audio systems, and echo canceling speaker mics. Schools, network offices, and central office departments may purchase equipment at their option via requisitions to Procurement, who will then assign a purchase order to the vendors. The category awarded to each vendor is identified above. Other audio visual equipment that is not listed above and considered "non-core" may be provided at a discount percentage from the retail catalog price, as specified in the bid responses.

OUTCOMES:

These purchases will provide the Board with audio visual equipment at low pricing under strategic sourcing contracts.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their respective agreement; total not to exceed the sum of \$2,000,000.00 in aggregate for all vendors.

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 Procurement Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

The MBE/WBE goals for this agreement are 15% total MBE and 5% total WBE. 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:

Charge to various departments, network offices, and schools (not to exceed): \$2,000,000.00

Fiscal Year: 2014-2015 Source of Funds: Various

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

JAMES L. BEBLEY

General Counsel