

July 27, 2022

**AUTHORIZE THE FIRST AND FINAL RENEWAL AGREEMENT WITH FISHER SCIENTIFIC COMPANY, LLC FOR COVID TESTING SUPPLIES AND SERVICES**

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

Authorize the first and final renewal agreement with Fisher Scientific Company, LLC to provide COVID-19 testing services and supplies to the District at an estimated annual cost set forth in the Compensation Section of this report. A renewal agreement exercising this option is currently being negotiated. No payment shall be made to Fisher Scientific Company, LLC during the option period prior to execution of the renewal agreement. The authority granted herein shall automatically rescind in the event a renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this renewal agreement is stated below.

Contract Administrator : Goodwin, Shannon A. / 773-553-2280

**VENDOR:**

- 1) Vendor # 41947  
FISHER SCIENTIFIC COMPANY L.L.C.  
300 INDUSTRY DRIVE  
PITTSBURGH, PA 15275  
Mackenzie Varga  
412 489-2252

Ownership: Limited Liability Company

**USER INFORMATION :**

Project  
Manager: 14050 - Office of Student Health & Wellness

42 West Madison Street

Chicago, IL 60602

Ramirez-Mercado, Kathryn

773-553-1886

PM Contact:  
14050 - Office of Student Health & Wellness

42 West Madison Street

Chicago, IL 60602

Green-Shelton, Tashunda L

773-553-1886

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 21-0728-RS1) in the amount of \$60,000,000 is for a term commencing August 20, 2021 and ending July 31, 2022, with the Board having one (1) option to renew for a one (1) year term. The original Agreement was subsequently amended to increase the maximum compensation to \$80,000,000 for the original term. The original Agreement was awarded on a competitive basis pursuant to Board Rule 7-3.

**OPTION PERIOD:**

The term of this agreement is being renewed for one (1) year commencing August 1, 2022 and ending July 31, 2023.

**OPTION PERIODS REMAINING:**

There are no option periods remaining.

**SCOPE OF SERVICES:**

Vendor will continue to provide COVID-19 testing for CPS staff and students who are enrolled in CPS schools. The testing sites will be located in District schools, which equates to roughly 600+ K-12 schools. The vendor will provide end-to-end, on-site testing services to students and staff.

**DELIVERABLES:**

Vendor will continue to provide COVID-19 testing services to the District. Vendor will regularly provide COVID-19 testing at the direction of the Office of Student Health and Wellness (OSHW) as well as end-to-end tracking services that can help the District maintain a healthy workforce and student population. Vendor will provide test results within 48 hours to students and staff.

**OUTCOMES:**

Vendor's services will result in CPS being able to maintain and provide uninterrupted COVID-19 testing services for SY22/23.

**COMPENSATION:**

Vendor shall be paid during this option period as follows:  
Estimated annual costs for this option period are set forth below:  
\$85,000,000 FY23

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Education Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts, (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the scope of services are not further divisible.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115  
Office of Student Health and Wellness  
Unit 14050  
\$85,000,000 FY23  
Not to exceed \$85,000,000 for the one (1) year term.

**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:



CHARLES E. MAYFIELD  
Chief Procurement Officer

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY  
General Counsel