

AMEND BOARD REPORT 21-0825-PR6
AUTHORIZE THE FIRST AND FINAL RENEWAL AGREEMENT AND AMEND AGREEMENT WITH SCHOOL HEALTH CORPORATION FOR THE PURCHASE, INSTALLATION AND MAINTENANCE SERVICES OF AUTOMATED EXTERNAL DEFIBRILLATORS (AED) AND NUTRITIONAL PRODUCTS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first and final renewal agreement and amend with School Health Corporation to provide the purchase, installation, and maintenance services of Automated External Defibrillator (AED) units to all CPS Facilities at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

This August 2021 amendment is necessary to add nutritional products for use by the Department of Sports Administration to the last renewal option of this agreement.

This October 2022 amendment is necessary to increase the Board Authority from \$2,356,000 to \$4,356,000. The increase in Board Authority is needed based on the current usage by multiple departments. A written amendment is not required.

Contract Administrator : Miranda Martinez, Paul / 773-553-2280

VENDOR:

- 1) Vendor # 14981
SCHOOL HEALTH CORPORATION
5600 APOLLO DRIVE
ROLLING MEADOWS, IL 60008
Michael Marcus
866 323-5465

Ownership: Scott Cormack 41.6% Susan
Rogers 23.4% Robert Rogers 18.2% Nancy
Cormack 16.8%

USER INFORMATION :

Project 11880 - Facility Opers & Maint - City Wide
Manager: 42 West Madison Street
Chicago, IL 60602
Rehberg, Caleb M.
773-553-2960

Project 13737 - Sports Administration and Facilities Management - City
Manager: Wide
2651 W. Washington Blvd
Chicago, IL 60612
Blakely, Luke
773-534-0700

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 19-0925-PR4) in the amount of \$3,550,000 is for a term commencing October 1, 2019 and ending September 30, 2021, with the Board having one (1) option to renew for a two (2) year term. Vendor was selected on a competitive basis pursuant to an Invitation to Bid issued by Sourcewell, a government purchasing cooperative. School Health Corporation and Sourcewell entered into a Vendor Agreement (061417-SHC). Board Rule 7-4(e) authorizes the purchase of biddable and non-biddable items through government purchasing cooperative contracts [Sourcewell Bid Number: 061417, Sourcewell Contract Number: 061417-SHC].

OPTION PERIOD:

The term of this agreement is being renewed for two (2) years commencing October 1, 2021 and ending September 30, 2023.

OPTION PERIODS REMAINING:

None.

SCOPE OF SERVICES:

Vendor will continue to supply the Automated External Defibrillator units and accessories to all CPS facilities, and provide installation, training, device tracking, maintenance, and technical support services. Vendor will also provide nutritional products for the Department of Sports Administration.

DELIVERABLES:

Vendor will continue to provide the following deliverables, in addition to the purchasing of the AED units and accessories, and nutritional products:

Device Tracking

Vendor will continue to maintain, in its database, information about all AED units and accessories. Information shall include, but is not limited to: location (Facility Name, Facility ID, and address), device/accessory type, date of installation and location of the device and accessories within the CPS facility, serial number, model number, manufacturer name and date, expiration dates of all components, warranty information, device status, and purchase price. Access to this database will be given to the Board.

Annual Service Visits

In accordance with the annual maintenance procedures in the AED User Guide, Vendor will schedule annual service visits by a manufacturer technician certified to service the AED unit. The technician will inspect the unit and accessories, and will replace expired or defective/damaged items as per the AED User Guide.

Post-Event Visit

In the event an AED unit is used, CPS will notify the vendor to schedule a manufacturer technician to perform a service visit within 24 hours to replace any used disposables and return the AED to "Rescue Ready" status. The technician will comply with all applicable Local, State, and Federal regulations and will supply requested information from the AED unit to local authorities and/or medical professionals, to the extent permitted by law.

Technical Support

Any customer questions about the AED unit, or its related accessories, will be directed to the Technical Support Hotline. The number and hours of the hotline will be posted at each AED cabinet.

Training

Vendor will provide certification training for CPS staff, as requested by the Board. Vendor will retain records of attendees, dates of training, and any certification information and provide this, and any other information pertaining to the trainings to the Board upon request.

Installation and Implementation

All new cabinets, devices, accessories, and additional purchases will be installed per the terms outlined in the contract.

Recalls

All recalls, voluntary or mandatory, will be immediately communicated by Vendor to the Chief Facilities Officer, and the Chief Health Officer. Risk assessment and replacement of the units will be completed by Vendor within 30 days of the recall.

Removal and Disposal

Upon inspection, the manufacturer technician will remove the existing AED unit, and if unable to refurbish, will dispose of the unit following all applicable Federal, State, and Local requirements and guidelines.

Nutritional Products

Vendor will provide certain nutritional products for purchase by CPS per the terms outlined in the contract. These items will be distributed directly to schools for distribution to students.

OUTCOMES:

Vendor's services will continue to ensure CPS' compliance with applicable Federal, State, and Local laws, Board policies, and OEM maintenance guidelines.

COMPENSATION:

Vendor shall be paid during this option period as follows: in accordance with the rates outlined in their agreement. Estimated annual costs for this option period are set forth below:

\$1,708,000, FY22

~~\$648,000~~, \$2,648,000 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 Chief of Facilities 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 contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 230 - Facility Operations and Maintenance Unit 11880

Fund 115 - Student Health and Wellness Unit 14050

Fund 115- Sport Administration Unit 13735 and 13737

\$1,708,000, FY22

~~\$648,000~~, \$2,648,000 FY23

Not to exceed ~~\$2,356,000~~ \$4,356,000 for the two (2) 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:



PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: **VM**



JOSEPH T. MORIARTY
General Counsel