

**AMEND BOARD REPORT 00-1220-PR-36**  
**APPROVE ENTERING INTO AGREEMENTS FOR THE PURCHASE OF SPECIALIZED HEALTH AND THERAPEUTIC ADAPTED EQUIPMENT**

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

Approve entering into agreements with the four vendors identified below for the purchase of specialized adapted equipment required for use by the Office of Specialized Services, at an aggregate cost not to exceed ~~\$211,698.00~~ \$208,561.00. These contracts are subject to the Board's Strategic Sourcing Policy. Vendors were selected pursuant to a duly advertised Request For Proposal (RFP). A written agreement with each vendor is currently being negotiated. No goods may be ordered or received and no payment shall be made to any vendor prior to the execution of such vendor's written agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written agreement is not executed by such vendor within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below. This Board Report is being amended to clarify the terms and pricing of this agreement.

**SPECIFICATIONS NO.:** 00-250657

**HEALTH AND THERAPEUTIC**

<b>VENDOR:</b>	1. American Discount Medical 3412 Clark Rd. S. Sarasota, FL 34231 Contact: Tom Ruf 941/927-1610 Vendor No. 28258	2. Kaplan Companies Inc. P.O. Box 609 Lewisville, NC 27023 Contact: Brenda Roberts 800/334-2014 Vendor No. 44622
	3. Nationwide Medical Equipment 1034 Sterling Ave. Flossmoor, IL 60422 Contact: Marcene P. Brown 708/957-0815 Vendor No. 31401	4. Sportime LLC One Sportime Way Atlanta, GA 30340 Contact: Lonna Dessman 800/444-5700 Vendor No. 48490

**USER:** Office of Specialized Services  
Contact Person: Jacqueline Daly – 773-553-2274

**TERM:** The term of each agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. Each agreement shall have two (2) one year options to renew. upon the same terms and prices in the written contract. Pricing will be guaranteed for the initial two year term. The parties will renegotiate pricing for each renewal term.

**EARLY TERMINATION RIGHT:** Thirty days written notice by the Board of Education.

**SCOPE OF SERVICES:** Vendors will provide health and therapeutic specialized adaptive equipment to the Specialized Services Staff. The Office of Specialized Services may purchase products at their option via requisition to Procurement and Contracts which will mail a purchase order to the Vendor. Purchases over \$10,000.00 to any one vendor under this Board Report must be approved by the Chief Specialized Services Officer.

**DELIVERABLES:** Vendors will provide Health & Therapeutic equipment to Specialized Services Staff.

**PRICES:** Vendors will provide all services and equipment at the prices indicated in its written contract which prices shall remain fixed throughout term and any renewal terms of the contract the initial 2-year term of the contract. The parties will renegotiate pricing for each renewal term and the costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule 5-10-2.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written

**AFFIRMATIVE ACTION:** The products and services to be delivered by these vendors are subject to the provisions of the Revised Remedial Plan for M/WBE Economic Participation. Every good faith effort will be made by these vendors to achieve compliance with the applicable goals.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to:

0966-220-481-2740-5730 - \$ 50,665.00  
0966-220-436-2685-5310 - \$ 40,000.00  
0966-220-481-2685-5310 - \$117,896.00

Fiscal Years: 2001-2002  
Sources of funds: Various

**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 July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

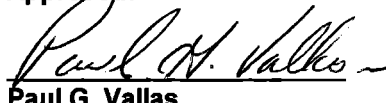
Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

**Approved:**

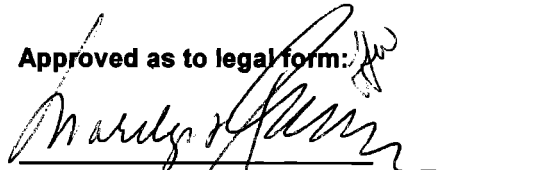
  
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Natalye Paquin  
Chief Purchasing Officer

  
\_\_\_\_\_  
Paul G. Vallas  
Chief Executive Officer

**Within Appropriation:**

  
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Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
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Marilyn F. Johnson  
General Counsel