

**APPROVE ENTERING INTO AN AGREEMENT WITH SARGENT-WELCH AND FISHER SCIENCE  
EDUCATION FOR THE PURCHASE OF LAB SUPPLIES AND EQUIPMENT**

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

Approve entering into agreements with Sargent Welch and Fisher Science Education for the purchase of lab supplies and equipment for Chicago Public Schools at a cost not to exceed \$800,000 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1 (Specification No. 09-250002). 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 the 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.

**VENDOR:**

1)

Sargent-Welch  
3850 North Wilke Rd., Ste 300  
Arlington Heights, IL 60004-1272  
Ray Kufeldt  
800-727-4368  
800-814-0607  
Vendor # 31107

2)

Fisher Scientific           2  
4500 Turnberry Drive  
Hanover Park, IL 60133  
Jean Wojtyla  
800-955-1177  
800-955-4763  
Vendor # 41947

**USER:**

Office of Contracts and Procurement  
125 South Clark Street 10th Floor  
Chicago, IL 60603  
Nanzi Flores  
773-553-2273

**TERM:**

The term of each agreement shall commence on September 15, 2009 and shall end twenty-four (24) months thereafter. These agreements shall have one (1) option to renew for a period of one (1) year.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate each agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Goods: Vendors shall provide various lab supplies and equipment to schools on an as needed basis.

Quantity: Various

Unit Price: All prices for individual items shall be in accordance with the prices stated in each agreement.

Total Cost Not to Exceed: \$800,000

**OUTCOMES:**

This purchase will result in the Board having continuous lab supplies and equipment through the end of Fiscal Year 2011.

**COMPENSATION:**

Vendors shall be paid in accordance with the unit prices contained in each agreement; total not to exceed the sum of \$800,000 in the aggregate.

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

**AFFIRMATIVE ACTION:**

Each agreement is in full compliance pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The MBE/WBE requirements for this agreement are 25% total MBE and 5% total WBE participation.

The Vendors have identified the following:

Fisher Scientific

**Total MBE - 25%**

Meadows Office Supply, Inc.  
880 Remington Road  
Schaumburg, Illinois 60173  
Contact: Chip Jankowski

**Total WBE - 5%**

B&L Distributors  
7808 West College Drive  
Palos Heights, Illinois 60463  
Contact: Donna Alm

Sargent-Welch

**Total MBE - 25%**

Bren Products Company  
437 East 103rd Street  
Chicago, Illinois 60628  
Contact: Adolph Gary

**Total WBE - 5%**

Harrison and Company  
2421 South 25th Avenue  
Broadview, Illinois 60155  
Contact: Mary Grace Harrison

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

various school budget costs to be determined by each individual school.  
Source 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.

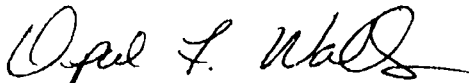
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness - The Board's Indebtedness Policy adopted 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 June 23, 2004 (04-0623-PO4), 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:**



**Opal L. Walls**  
**Chief Purchasing Officer**

Within Appropriation:



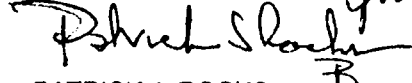
**PEDRO MARTINEZ**  
**Chief Financial Officer**

**Approved:**



**Ron Huberman**  
**Chief Executive Officer**

Approved as to Legal Form:



**PATRICK J. ROCKS**  
**General Counsel**