

**AUTHORIZE A NEW AGREEMENT WITH HEIFERMAN, INC. DBA AAA RENTAL SYSTEM FOR RENTAL SUPPORT OF EQUIPMENT AND SUPPLIES**

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

Authorize a new agreement with Heiferman, Inc. d/b/a AAA Rental System to provide Rental Support of Equipment and Supplies to all schools and departments for a two (2) year term. Vendor was selected on a competitive basis pursuant to an RFQ issued by the City of Chicago and the parties subsequently entered into a Master Contract (City's Master Contract Number 24845). The Board desires to obtain Rental Support of Equipment and Supplies based upon the City's Master Contract under Board Rule 7-2.4, which authorizes the Board to purchase biddable items from vendors who have contracted with other governmental entities. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

City of Chicago: Specification No. 84395

Contract Administrator : Wilkerson, Ms. Iman / 773-553-2280

**VENDOR:**

- 1) Vendor # 48036  
Heiferman, Inc. DBA AAA Rental System  
3020 W. 167TH STREET  
MARKHAM, IL 60426  
Jay Heiferman  
708 210-1200

**USER INFORMATION :**

Contact:  
12210 - Procurement and Contracts Office  
  
125 South Clark Street 10th Floor  
  
Chicago, IL 60603  
  
De Longeaux, Mr. Sebastien  
  
773-553-2280

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have no options to renew.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

The vendor will furnish and deliver tents, chairs, linens, and other items that are used for both large and small parties, events, and festivals throughout the Chicago area on a rental basis.

**DELIVERABLES:**

The Vendor will: (1) furnish and deliver various rental equipment and supplies, (2) set-up and removal of delivered rental equipment and supplies.

**OUTCOMES:**

This will result in the availability of various rental equipment and supplies for meeting/events hosted by schools or departments.

**COMPENSATION:**

Vendor shall be paid during the term of this agreement upon invoicing, as specified in the contract; total compensation for the term of this agreement not-to-exceed the sum of \$300,000.

**REIMBURSABLE EXPENSES:**

None.

**AUTHORIZATION:**

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

**AFFIRMATIVE ACTION:**

Vendor shall be bound by the MBE/WBE requirements set forth by the City of Chicago in the Master Contract; which were set at 16.9% for MBE and 4.5% for WBE participation. Vendor shall be allowed to utilize the same MBE/WBE participants for its CPS agreement as those proposed for its City of Chicago agreement.

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Fund 115

Department of Procurement, Unit 12210

\$150,000 FY 2015

\$150,000 FY 2016

Not to exceed \$300,000.00 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:



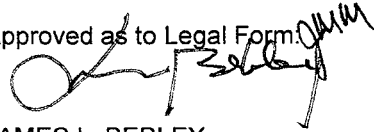
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT  
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY  
General Counsel