AUTHORIZE A NEW AGREEMENT WITH SCHOOL HEALTH CORPORATION FOR PURCHASE, INSTALLATION, AND MAINTENANCE SERVICES OF AUTOMATED EXTERNAL DEFIBRILLATORS (AED)

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with School Health Corporation for the purchase, installation, and maintenance services of Automated External Defibrillator (AED) units to all CPS Facilities at an estimated cost of \$3,550,000. 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 though government purchasing cooperative contracts. A written agreement 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.

Sourcewell Bid Number: 061417

Sourcewell Contract Number: 061417-SHC

Contract Administrator:

Gilliam, Mr. Stephen / 773-553-2280

VENDOR:

1) Vendor # 14981 SCHOOL HEALTH CORPORATION 865 MUIRFIELD DRIVE HANOVER PARK, IL 60133

> Michael Marcus 800 232-1305

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

USER INFORMATION:

Project

Manager:

11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Peng, Mr. Yanbo

773-553-2960

TERM:

The term of this agreement shall commence on October 1, 2019 and shall end September 30, 2021. This agreement shall have one (1) option to renew for a period of two (2) years.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will supply the Automated External Defibrillator units and accessories to all CPS facilities, and provide installation, training, device tracking, maintenance, and technical support services.

DELIVERABLES:

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

Device Tracking

Vendor will maintain, in its database, information about all AED units and accessories. Information shall include, but is not limited to: location (Facility Name, Facility ID (FCID) 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. Technician will inspect 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. Technician will comply with all Local, State, and Federal regulations and will supply any requested information from the AED unit to local authorities and/or medical professionals.

Technical Support

Any customer questions about the AED unit, or its related accessories, can 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 onsite 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, and accessories, plus additional purchases will be installed per the terms outlined in the contract.

Recalls

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

Removal and Disposal

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

OUTCOMES:

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

COMPENSATION:

Vendor shall be paid an estimated amount of \$450,000 per year for repair, maintenance, installation and implementation services. All units and accessories will be purchased at the start of the agreement at an estimated cost of \$2,400,000. Training will be conducted on an annual basis at an estimated cost of \$125,000 per year. The total estimated cost for the two (2) year term is \$3,550,000.

FY 20 - \$2,975,000 FY 21 - \$575,000

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 the Chief Operating Officer to execute all ancillary documents required to administer or effectuate this 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 FY20 - \$2,975,000 FY21 - \$575,000 Not to exceed \$3,550,000 for the two (2) 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:

JONATHAN MAPLES
Chief Procurement Officer

Approved:

JANICE K. JACKSON Chief Executive Officer

Approved as to Legal Form:

JOSEPH T. MORIARTY General Counsel