

November 20, 2019

**AUTHORIZE A NEW AGREEMENT WITH THE PROPHET CORPORATION DBA GOPHER SPORT
FOR THE PURCHASE OF PHYSICAL EDUCATION EQUIPMENT AND SUPPLIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with The Prophet Corporation DBA Gopher Sport for the purchase of physical education equipment and supplies for the District at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to a Request for Proposal (#16-SRD-010_RFP) issued by Hartford County Public Schools, with the assistance of US Communities, now Omnia Partners. Subsequently, The Prophet Corporation DBA Gopher Sport entered into a contract with Hartford Public Schools and US Communities, now Omnia Partners (#16-SRD-010). Board Rule 7-4(e) authorizes the purchase of biddable and non-biddable items through government purchasing cooperative contracts. A written agreement is currently being negotiated. No goods may be ordered or received and no payment shall be made to Vendor prior to the execution of the 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.

Reference Contract: 16-SRD-010

Contract Administrator : Forero, Mr. Bryan / 773-553-2280

VENDOR:

- 1) Vendor # 19342
THE PROPHET CORPORATION DBA
GOPHER SPORT
2525 LEMAND ST SW
OWATONNA, MN 55060
Josh Schultz
855 500-2752
Ownership: Joel Jennings Living Trust 53%,
Todd Jennings 25%, Prophet Corp ESOP
12%

USER INFORMATION :

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

TERM:

The term of this agreement shall commence on December 1, 2019 and end October 31, 2020. This agreement shall have two (2) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

OUTCOMES:

This agreement will result in the District-wide purchase of physical education supplies and equipment.

COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; Estimated annual costs for the one (1) year term are set forth below:

\$666,667 FY20

\$333,333 FY21

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:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), the Prime vendor has committed to the participation goals of 15% MBE and 5% WBE.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various schools and departments.

\$666,667 FY20

\$333,333 FY21

Not to exceed \$1,000,000 for the one (1) 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.

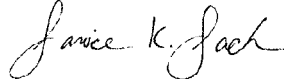
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel