AUTHORIZE NEW AGREEMENTS WITH VENDORS FOR THE PURCHASE OF EDUCATIONAL SUPPLIES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with vendors for the purchase of educational supplies at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to an RFP (RFP #19-05) issued by Region 4 Education Service Center ("ESC"), Houston, TX on behalf of Omnia Partners. Subsequently ESC and vendors entered into a Master Agreement. Pursuant to Board Rule 7-4(b), the Board is authorized to purchase biddable items based on contracts between another governmental entity and its respective vendor(s). Written agreements for this purchase are currently being negotiated. 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 in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to the agreements is stated below.

Contract Administrator : Hinton-Knowles, Demetra / 773-553-2280

VENDOR:

1) Vendor # 18171 LAKESHORE LEARNING MATERIALS, LLC 2695 E DOMINGUEZ ST CARSON, CA 90895

Audrey Lopez 310 537-8600

Ownership: Green Carle Holdings LLC 54.72%, Lakeshore Holdings LLC 44.53%

2) Vendor # 26218 SCHOOL SPECIALTY, LLC W6316 DESIGN DRIVE GREENVILLE, WI 54942-0000

> Amy Fuss 888 388-3224

Ownership: TWC Direct Lending LLC 26.9%, TWC Direct Lending Strategic Ventures LLC 17.%, LCP SSi LLC 33.3%

USER INFORMATION :

Contact:

10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Beck, Mary Patricia

773-553-1216

Project Manager:

anager: 10814 - Pre-K - 12 Curriculum

42 W. Madison

Chicago, IL 60602

Thorstenson, Kara Leann

773-553-2523

TERM:

The term of this agreement shall commence on July 1, 2022 and shall end June 30, 2023. This agreement shall have two (2) options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

Vendors will provide classroom educational and associated supplies to schools, network offices and central office departments at the prices specified in their respective agreement for the following categories: 1. Classroom Supplies 2. Art Supplies and 3. Early Childhood Supplies.

OUTCOMES:

Vendors services will result in the centralized procurement of classroom educational supplies with increased savings on all classroom educational supplies purchased by CPS.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in their agreement; total cost not to exceed the sum of \$20,000,000 in the aggregate for all vendors.

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 Officer of Teaching and Learning 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 goals for this contract are 30% MBE and 7% WBE. The Office of Business Diversity has granted a partial waiver and the Prime vendors have committed to the participation goals of 30% MBE and 7% WBE of applicable spend.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL: Various Funds, Various Units FY23 \$20,000,000 Not to exceed \$20,000,000 in the aggregate 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:

Charlos E May

CHARLES E. MAYFIELD Chief Procurement Officer Approved:

len Marte

PEDRO MARTINEZ Chief Executive Officer

Approved as to Legal Form:

JOSEPH T. MORIARTY General Counsel