

**AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR THE PURCHASE OF
MAINTENANCE, REPAIR AND OPERATION SUPPLIES ("MRO") AND PERSONAL PROTECTIVE
EQUIPMENT ("PPE")**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors for the purchase of maintenance, repair and operation ("MRO") and personal protective equipment ("PPE") supplies for all units at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-4(e), which authorizes the Board to purchase Non-biddable Items and Biddable Items through contracts procured from another governmental agency and offered by or through a government purchasing cooperative in which the contracts were entered into in accordance with the purchasing laws and regulations of the procuring government entity. The Board desires to purchase MRO services based upon three respective Requests for Proposal ("RFPs") issued by government purchasing cooperatives as follows:

Pursuant to RFP Specification Number RFP-MRO-UCSystemWide-Jan312018 issued by California Higher Education Strategic Sourcing ("CHESS"), the Regents of the University of California on behalf of the University of California entered into Contract No. 2018.000208 with Fastenal Company;

Pursuant to RFP Specification Number 2020-9189 issued by the National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners Public Sector ("OMNIA") in collaboration with the Port of Portland, the Port of Portland entered into Contract No. 159469 with Safeware, Inc.; and,

Pursuant to RFP Specification Number 19-20 issued by OMNIA in collaboration with the Region 4 Education Service Center (ESC), Region 4 ESC entered into Contract No. R192007 with Northern Safety & Industrial.

Written agreements for these purchases are currently being negotiated. No goods may be ordered or received and no payment shall be made to vendors prior to the execution of their respective written agreements. The authority granted herein for each respective vendor shall automatically rescind in the event each respective vendor's written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Contract Administrator : Miranda Martinez, Paul / 773-553-2280

VENDOR:

- 1) Vendor # 14073
FASTENAL COMPANY
6516 S. LAVERGNE AVE.
BEDFORD PARK, IL 60638

Zach Wise
708 924-1549

Ownership: For Profit Corporation: Vanguard
Group - 11.63% all other shareholders own
less than 10%
Category: MRO

- 2) Vendor # 98139
NORTHERN SAFETY CO., INC.
232 INDUSTRIAL PARK DR.
FRANKFORT, NY 13340

Dan Dornbos
800 631-1246

Ownership: For Profit Corporation: Wurth
Group - 100%
Category: MRO and PPE

- 3) Vendor # 98135
SAFEWARE, INC.
4403 S. FORBES BLVD
LANHAM, MD 20706

Kurt Wilhelm
301 683-1234

Ownership: For Profit Corporation: Edward
Simmons - 44.26%, Elaine Lee 19.04%, all
other shareholders hold less than 10%
Category: MRO and PPE

USER INFORMATION :

Project
Manager: 11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Rehberg, Caleb M.

773-553-2960

PM Contact:
11880 - Facility Opers & Maint - City Wide

42 West Madison Street

Chicago, IL 60602

Hansen, Ivan

773-553-2960

TERM:

The term of these agreements shall commence on January 1, 2023 and shall end December 31, 2025.
Each agreement shall have two (2) options to renew for periods of two (2) years each.

EARLY TERMINATION RIGHT:

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

DESCRIPTION OF PURCHASE:

MRO Goods: Including, but not limited to, light bulbs, filters, fasteners, gaskets, abrasives, motors, and power-tools.

PPE Goods: Including, but not limited to, face coverings, eye and face protection, gloves, isolation gowns, cleaning supplies, disinfectant, hand soap, and thermometers.

Quantity: Order as needed

Unit Price: Contained in agreement

OUTCOMES:

These agreements will result in the centralized procurement of MRO and PPE supplies, with standardized costs district wide.

COMPENSATION:

Vendors shall be paid in accordance with the unit prices contained in each respective agreement.

Estimated annual costs for all Vendors in the aggregate for the three (3) year term are set forth below:

\$5,937,500 FY23

\$12,187,500 FY24

\$7,187,500 FY25

\$2,187,500 FY26

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 Facilities 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 Business Diversity goals for the MRO contract are 30% MBE and 7% WBE. The Prime vendors have been granted a partial waiver and have committed to the 30% MBE and 7% WBE of applicable spend. The Business Diversity goals for Safeware, Inc. and Northern Safety Co., Inc. for the PPE portion of the agreement are 30% MBE and 7% WBE. These contract categories of PPE and MRO are consolidated.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Various Funds, All Units

\$5,937,500 FY23

\$12,187,500 FY24

\$7,187,500 FY25

\$2,187,500 FY26

Not to exceed \$27,500,000 for the three (3) year term for all Vendors in the aggregate. 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:




PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel