

August 24, 2023

**AUTHORIZE A NEW AGREEMENT WITH FISHER SCIENTIFIC COMPANY L.L.C. FOR THE
PURCHASE OF COVID TESTING AND SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Fisher Scientific Company L.L.C. for the purchase of COVID Testing supplies and services to the Office of Student Health and Wellness at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-4(e). Request For Proposal #002101-July 2020 was issued by the University of California as the Lead Public Agency with the assistance of OMNIA Partners ("OMNIA"). Subsequently, Fisher Scientific Company L.L.C. entered into Purchasing Agreement No. 2021002889 with the University of California and OMNIA. The Board desires to purchase COVID Testing supplies and services based upon the aforementioned vendor contract pursuant to Board Rule 7-4(e), which authorizes the Board to purchase non-biddable and biddable items through government purchasing cooperative contracts. 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.

Contract Administrator : Museitef, Suzanne S / 773-553-2280

VENDOR:

- 1) Vendor # 41947
FISHER SCIENTIFIC COMPANY L.L.C.
300 INDUSTRY DRIVE
PITTSBURGH, PA 15275

Mackenzie Varga
412 489-2252

Ownership: Wholly Owned by Thermo Fisher
Scientific Inc. 100%

USER INFORMATION :

Project 14050 - Office of Student Health & Wellness
Manager: 42 West Madison Street
Chicago, IL 60602

Tully, Jamie M
773-553-1886

TERM:

The term of this agreement shall commence on September 1, 2023 and shall end August 31, 2024. This agreement shall have two (2) options to renew for periods of 1 (one) year.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor shall provide COVID Testing supplies for CPS staff and students who are enrolled in CPS schools. The tests will come in a package of two (2) tests per every one (1) kit, or one (1) test per every one (1) kit depending on availability. The individual who has been issued a kit will self-administer the test. The vendor will store the kits in their warehouse and distribute based on CPS demand at school sites.

OUTCOMES:

The purchase will result in CPS being able to maintain and provide uninterrupted COVID Testing supplies for CPS staff and students for SY23/24.

COMPENSATION:

Vendor shall be paid during this option period as follows:
Estimated annual costs for this option period are set forth below:

\$5,000,000, FY24

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), 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 115
Office of Student Health and Wellness
Unit 14050
\$5,000,000, FY24
Not to exceed \$5,000,000 for the one (1) 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:



PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 



RUCHI VERMA
General Counsel