

**AUTHORIZE A NEW AGREEMENT WITH ATLAS TOYOTA MATERIAL HANDLING, LLC FOR THE PURCHASE OF HEAVY EQUIPMENT PRODUCTS AND SERVICES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Authorize a new agreement with Atlas Toyota Material Handling, LLC for the purchase of Heavy Equipment Products and Services for the Department of Facilities and the Warehouse at an estimated cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2 through a bid solicitation. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received 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.

Specification Number : 21-278

Contract Administrator : Cardenis, Christy L. / 773-553-2280

**VENDOR:**

- 1) Vendor # 33738  
Atlas Toyota Material Handling, LLC  
1815 LANDMEIER RD  
ELK GROVE VILLAGE, IL 60007  
Don Arndt  
847 678-3450

Ownership: Al Rawson - 99%; Don Arndt - 1%; Categories: Warehouse Operations, for the following Subcategories: Subcategory No. 1: Electric End Control Walkie/Rider Pallet Truck Subcategory No. 2: 3-Wheel Sit Down AC Electric Forklift

**USER INFORMATION :**

Project 11880 - Facility Opers & Maint - City Wide  
Manager: 42 West Madison Street  
Chicago, IL 60602  
Rehberg, Caleb M.  
773-553-2960

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have one (1) option to renew for a period of one (1) year.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Vendor shall supply heavy equipment and related accessories and services, including delivery, installation, and warranty maintenance.

**OUTCOMES:**

The agreements will result in the district's ability to purchase Warehouse Equipment, related accessories and services, including delivery, installation and maintenance warranties.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; total compensation to vendor shall not exceed \$304,625. Estimated annual costs for the twenty-four (24) month term are set forth below:

\$283,025 FY22

\$10,800 FY23

\$10,800 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 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), 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 Warehousing and Logistics Unit 11890

\$283,025 FY22

\$10,800 FY23

\$10,800 FY24

Not to exceed \$304,625 for the two (2) 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:




CHARLES E. MAYFIELD  
Interim Chief Procurement Officer

Approved:



PEDRO MARTINEZ  
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY  
General Counsel