

**AUTHORIZE A NEW AGREEMENT WITH VARIOUS VENDORS FOR MEDICAL RELATED
EQUIPMENT AND SUPPLIES, PERSONAL PROTECTIVE EQUIPMENT, AND THE PURCHASE,
INSTALLATION, AND MAINTENANCE SERVICES OF AUTOMATED EXTERNAL DEFIBRILLATORS
(AED)**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with various vendors to provide medical related equipment and supplies, personal protective equipment, and the purchase, installation, and maintenance services of Automated External Defibrillators (AED) to the Department of Facilities and Diverse Learner Supports and Services at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis as provided in Board Rule 7-4(b) pursuant to an RFP issued by 1) Sourcewell, a State of Minnesota local government unit and service cooperative, under Specification Number 022422 and 2) Omnia, a government purchasing cooperative, under Specification Number 19-02. Subsequently, Sourcewell entered into Contract Number 022422-SHC with School Health Corporation and Omnia entered into Contract Number R190201 with Pocket Nurse Enterprises, Inc. The Board desires to purchase medical related equipment and supplies, personal protective equipment, and the purchase, installation, and maintenance services of Automated External Defibrillators (AED) based upon those specification and contracts described above pursuant to Board Rule 7-4(b), which authorizes the Board to purchase non-biddable and biddable items based on contracts between another governmental entity and its respective vendors. A written agreement for Vendors' services is currently being negotiated. No services shall be provided by Vendors and no payment shall be made to Vendors 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 : Miranda Martinez, Paul / 773-553-2280

VENDOR:

- 1) Vendor # 35421
POCKET NURSE ENTERPRISES, INC.
DBA POCKET NURSE
610 FRANKFORT RD.
MONACA, PA 15061-2188

Anthony Battaglia
800 225-1600

Ownership: For Profit Corporation -Anthony
Battaglia - 100%

- 2) Vendor # 14981
SCHOOL HEALTH CORPORATION
5600 APOLLO DRIVE
ROLLING MEADOWS, IL 60008

Mike Marcus
866 323-5465

Ownership: For Profit Corporation - Scott
Cormack 41.6%, Susan Rogers 23.4%,
Robert Rogers 18.2%, and Nancy Cormack
16.8 %

USER INFORMATION :

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

42 West Madison Street

Chicago, IL 60602

Rehberg, Caleb M.

773-553-2960

TERM:

The term of this agreement shall commence on November 1, 2022 and shall end April 30, 2026. This agreement shall have one (1) option to renew for two (2) years.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

The vendors will provide supplies required to perform clinical training to staff and to support clinical provisions of care to students within the school setting. Protective equipment shall include but is not limited to: face shields, gloves, masks, and gowns. The supply of AED units and accessories shall be for all CPS facilities and shall include installation, training, device tracking, maintenance, and technical support services.

DELIVERABLES:

The vendors will supply the Board with nursing supplies throughout the school year that assist with the safe delivery of care, including but not limited to bandages, medication lock boxes, hot and cold packs, personal protective equipment and additional service delivery supplies that are frequently re-stocked. Vendor will provide the following deliverables, in addition to the purchasing of the AED units and accessories:

Device Tracking: Vendor will maintain, in its database, information about all AED units and accessories. Such information shall include, but is not limited to: location (Facility Name, Facility ID, and address), device/accessory type, date of installation and location of the device and accessories within the CPS facility, serial number, model number, manufacturer name and date, expiration dates of all components, warranty information, device status, and purchase price. Access to this database will be given to the Board.

Annual Service Visits: In accordance with the annual maintenance procedures in the AED User Guide, Vendor will schedule annual service visits by a manufacturer technician certified to service the AED unit. The technician will inspect the units and accessories, and will replace expired or defective/damaged items

as per the AED User Guide.

Post-Event Visit: In the event an AED unit is used, CPS will notify the vendor to schedule a manufacturer technician to perform a service visit within 24 hours to replace any used disposables and return the AED to "Rescue Ready" status. The technician will comply with all applicable Local, State, and Federal regulations and will supply requested information from the AED unit to local authorities and/or medical professionals, to the extent permitted under applicable law.

Technical Support: Any customer questions about the AED units, or their related accessories, will be directed to the Technical Support Hotline. The number and hours of the hotline will be posted at each AED cabinet.

Training: Vendor will provide certification training for CPS staff, as requested by the board. Vendor will retain records of attendees, dates of training, and any certification information and provide this, and any other information pertaining to the trainings to the Board upon request.

Installation and Implementation: All new AED cabinets, devices, accessories, and additional purchases will be installed per the terms outlined in the contract.

Recalls: All recalls, voluntary or mandatory, will be immediately communicated to the Chief Facilities Officer, and the Chief Health Officer. Risk assessment and replacement of the AED units will be completed by the vendor within 30 days of the recall.

Removal and Disposal: Upon inspection, the technician will remove AED units in non-functional conditions, and if unable to refurbish, will dispose of the unit following all applicable Federal, State, and Local requirements and guidelines.

OUTCOMES:

Vendor's services will result in the ability to render services as needed when needed to students requiring the assistance of nursing personnel. The ability for the department of Facilities to purchase personal protective equipment and AEDs for the District will also ensure CPS compliance with Federal State, and Local laws, Board Policy, and OEM maintenance guidelines

COMPENSATION:

Vendor shall be paid as set forth in the respective agreement. Estimated annual aggregate costs for all vendors for the agreement term are set forth below:

- FY23 \$3,750,000
- FY24 \$4,275,000
- FY25 \$4,275,000
- FY26 \$4,275,000

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 Chief of Diverse Learners Supports and Services 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 vendor has 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 - Facility Operations and Maintenance Unit 11880/Multiple Units
FY23 \$3,750,000

FY24 \$4,275,000

FY25 \$4,275,000

FY26 \$4,275,000

Not to exceed \$16,575,000 for the agreement 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:



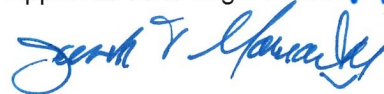
PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: **VM**



JOSEPH T. MORIARTY
General Counsel