AMEND BOARD REPORT 23-1025-PR11 AUTHORIZE A NEW AGREEMENT WITH VARIOUS VENDORS FOR FURNITURE, ACCESSORIES AND RELATED DESIGN, RECONFIGURATION, AND REPAIR SERVICES

THE INTERIM SUPERINTENDENT/CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide various furniture, accessories and related furniture design, reconfiguration and repair services to the Department of Capital Planning and Construction, Department of Facilities, other departments, and all schools 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 procure these services based upon three respective Requests for Proposal ("RFPs") issued by government purchasing cooperatives as follows:

Pursuant to RFP Specification Number 24-22 issued by Region XIV Education Service Center (ESC, State of Texas), with the assistance of the National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners Public Sector, entered into Contract No. 07-85 with Demco, Inc.; Contract No. 07-91 with Frank Cooney Co. Inc.; and Contract No. 07-107 with MiEN Company;

Pursuant to RFP Specification Number 121919 issued by Sourcewell (State of Minnesota) entered into Contract No. 121919-KII with Krueger International, Inc.;

Pursuant to RFP Specification Number 04-23 issued by Region XIV Education Service Center (ESC, State of Texas) entered into Contract No. 11-74 with Lakeshore Learning Materials, LLC;

Written agreements for Vendor's services are 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.

This October 2025 amendment is necessary to add five (5) vendors.

Pursuant to RFP Specification Number 24-01 issued by Region 4 Education Service Center (ESC, State of Texas), with the assistance of the National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners Public Sector, entered into Contract No. R240120 with Wenger Corporation and Contract No. R240107 with Jasper Seating Company, Inc;

Pursuant to RFP Specification Number 24-22 issued by Region XIV Education Service Center (ESC, State of Texas), with the assistance of the National Intergovernmental Purchasing Alliance Company, d/b/a Omnia Partners Public Sector, entered into Contract No.07-77 with AmTab Manufacturing Corporation and Contract No.07-127 with Ditto Sales, Inc. dba Versteel;

<u>Pursuant to RFP Specification Number R-TC-18004 issued by Prince William County Public Schools, VA entered into Contract No. R-TC-18004 with Virco Inc.</u>

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

USER INFORMATION:

Project 11860 - Facility Operations & Maintenance

Manager: 42 West Madison Street

Chicago, IL 60602 Dye, Venguanette 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 this agreement shall commence on November 1, 2023 and shall end October 31, 2026. The term of the agreement for the five (5) vendors added to the pool by way of the October 2025 amendment shall commence on November 1, 2025 and shall end on October 31, 2026. This 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 this agreement with 30 days written notice.

SCOPE OF SERVICES:

Vendor will supply various furniture, accessories and related furniture design, reconfiguration, warranty and repair services, including white glove delivery/installation and discarding of packaging materials, as set forth in the agreement, for CPS administrative offices and schools.

DELIVERABLES:

Vendor will supply various furniture, accessories and related design, reconfiguration and repair.

OUTCOMES:

Vendor's services will result in expanding the list of furniture manufacturers available to district administrative offices and schools.

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.

BUSINESS ENTERPRISE PARTICIPATION:

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 pooled 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.

Pursuant to the Remedial Policy for Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) policy participation in Goods and Services contracts with aspirational goals of 30% MBE and 7% WBE. The Office of Business Enterprise Development and Environmental Social Governance has granted a qualified exclusion and the Prime vendors of this pool have committed to 30% MBE and 7% WBE of the addressable spend with their strategic plan and subcontractors.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Vendor shall be paid during this option period as follows: Estimated annual costs for the three (3) year term are set forth below:

\$5,300,000, FY24 \$8,400,000, FY25 \$8,800,000, FY26 \$3,100,000, FY27

Not to exceed \$25,600,000 for the three (3) year term.

Future year funding is contingent upon budget appropriation and approval.

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 Chief Procurement Officer Approved:

MACQULINE KING, Ed.D Interim Superintendent/Chief Executive Officer

Approved:

Elizabeth Both

ELIZABETH K. BARTON Acting General Counsel

4) 1) Vendor # 18171 Vendor # 31614 LAKESHORE PARENT LLC DBA DEMCO, INC. LAKESHORE LEARNING MATERIALS, LLC 4810 FOREST RUN ROAD 2695 E DOMINGUEZ ST MADISON, WI 53704 CARSON, CA 90895 Kristopher L Snow Johanna Lopez 877 272-4767x119 310 537-8600 Ownership: For Profit Corporation; Wall Family Ownership: Limited Liability Company; Green Carle Holdings LLC 54.72%, Lakeshore Enterprise, Inc. 100% Learning Holdings, Inc. 44.53% 2) 5) Vendor # 22173 FRANK COONEY CO., INC. DBA Vendor # 96080 **EDUCATIONAL ENVIRONMENTS** MIEN COMPANY 700 TOUHY AVENUE 2547 3 MILE RD NW SUITE F ELK GROVE VILLAGE, IL 60007 GRAND RAPIDS, MI 49534 **Gregory Cooney** Lance Hohai 630 694-8800 616 481-5708 Ownership: For Profit Corporation; Kevin P Ownership: For Profit Corporation; Johan Cooney 33.33%; Gregory J Cooney 33.33%, Remco Bergsma 100% Peggy Cooney 33.33% 6) Vendor # 95298 3) DITTO SALES, INC. DBA VERSTEEL Vendor # 67454 2332 CATHY LANE KRUEGER INTERNATIONAL, INC. DBA KI **JASPER, IN 47546** PALLAS TEXTILES Scott Schwinghammer 1330 BELLEVUE STREET 800 876-2120 GREEN BAY, WI 54302 Ownership: For Profit Corporation; Scott Andrew VanStraten Schwinghammer 72%; Various Individuals own 920 468-8100 less than 10% total Ownership: For Profit Corporation; KI Vendor # 19943 7) Employee Stock Ownership Plan stock trust VIRCO INC. 100% **HWY 65 SOUTH** CONWAY, AR 72032 **Chris Ward** 800 448-4726 For Profit Corporation; All shareholders own less than 10%

8) Vendor # 15574

WENGER CORPORATION

555 PARK DRIVE

OWATONNA, MN 55060

Beth Newton

800 733-0393

Ownership: For Profit Corporation; Kirsten Johnson 43.73%, Wendy Wenger Dankey 43.73%; Various Individuals own less than 10% total

9) <u>Vendor # 43374</u>

AmTab Manufacturing Corporation

600 Eagle Drive

Bensenville, IL 60106

Will Bauers

630 301-7600

Ownership: For Profit Corporation; Doss

Samikkannu 100%

10) <u>Vendor # 95239</u>

JASPER SEATING COMPANY, INC.

225 CLAY STREET

JASPER, IN 47546

Kathy Vonderheide

800 457-4511

Ownership: For Profit Corporation; privately held by 350 independent shareholders, not publicly traded, with no shareholders owning more than 10%