

**APPROVE ENTERING INTO AN AGREEMENT WITH CHICAGO PRESS CORPORATION
FOR PRINTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Chicago Press Corporation for printing of the Chicago Academic Standards Examinations (CASE) at a cost not to exceed \$212,000.00. Vendor was selected on a non-competitive basis due to vendor's ability to meet unique printing and test security requirements. A written agreement for vendor's services is currently being negotiated. No payment shall be made to vendor prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

SPECIFICATION NO.: 02-250201

VENDOR: Chicago Press Corporation
1112 North Homan Avenue
Chicago, IL 60651
(773) 276-1500
Vendor # 50052

USER: Office of Accountability
125 South Clark Street, 11th Floor
Chicago, IL 60603
Adalbert Kouba, (773) 553-2335

TERM: The term of this agreement shall commence on October 24, 2002 and shall end on June 30, 2003.

DESCRIPTION OF PRINTING SERVICES: Vendor will print and package the new version of the CASE Exams which will be administered towards the end of the first and second semesters of the 2002-2003 school year. The Chicago Academic Standards Examinations (CASE) is an assessment system developed in accordance with CPS Academic Standards and the Programs of Study in the following 11 core courses.

Algebra	Environmental Science
Biology	Geometry
Chemistry	Physics
Earth/Space Science	U.S. History
English I	World Studies
English 2	

In addition to printing and packaging the exams, the vendor will deliver the exams to CPS Warehousing and Distribution in boxes ready for distribution to schools via the mail run. Vendor will follow all test security requirements issued by the Office of Accountability. Printing of the new version CASE exams includes the following approximate quantities:

<u>First Semester</u>	<u>Second Semester</u>	<u>Description</u>
Quantity 329,000	Quantity 329,000	Multiple Choice Exams (11 subjects)
329,000	329,000	Constructed Response Exams (11 subjects)
12,750	12,750	Rubrics (11 subjects)
16,000	16,000	Instruction Booklets

DELIVERABLES: Vendor shall deliver CASE multiple choice exams, constructed response exams, rubrics and instruction booklets in the quantities specified by January 3, 2003 for the first semester and by

May 14, 2003 for the second semester.

COMPENSATION: Vendor will be paid in two installments upon invoicing after each semester's services have been rendered and products delivered; with total compensation not to exceed \$212,000.00. This amount is based on a price quote by the vendor of \$192,290.00 plus 10% to cover alterations and reprints.

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 Accountability Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include:

35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE

However, the Waiver Review Committee recommends that a partial waiver of the participation goals for this contract as required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) be granted due to this contract being not further divisible.

The vendor has however, identified and scheduled the following firms and percentages:

Total MBE 39%

Total African American 29%

Bhards Publishing	
10515 S. Parnell	\$61,480.00 29 %
Chicago, IL 60619	certified until June 30,2003

Total Hispanic 10%

Montenegro Paper Co	\$21,200.00 10%
P.O Box 6202	certified until April30, 2003
Bloomington IL. 60108.	

Total WBE 5%

Arrow Messenger	\$16,850.00 8%
1322 W Walton	certified until December31, 2002
Chicago IL. 60622	

The City of Chicago Department of Procurement Services certifies each identified firm. The identified firms are subject to change upon approval from the Division of Compliance and Vendor Services in the Procurement and Contracts' Department without further Board approval.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Office of Accountability \$212,000.00	Fiscal Year: 2003
Budget Classification: 0920-210-461-1048-5460	Source of Funds: General Ed Fund

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

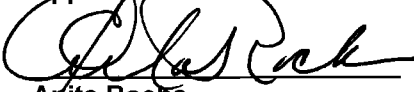
Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board’s Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), 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:



Arlita Rocha
Acting Chief Purchasing Officer

Approved:



Arne Duncan *by PAT*
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form: *hu*



Marilyn F. Johnson
General Counsel