

AMEND BOARD REPORT 02-0724-PR04
APPROVE ENTERING INTO AGREEMENTS WITH WINDY CITY PRESS AND K & M PRINTING
FOR PRINTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Windy City Press, Inc. and K & M Printing for printing services for all schools, Area Instruction Offices, and central office departments at an aggregate cost not to exceed ~~\$535,000.00~~ \$805,000.00. These contracts are subject to the Board's Strategic Sourcing Policy. Vendors were selected pursuant to a duly advertised RFP. A written agreement for each vendor is currently being negotiated. No goods may be received and no payment shall be made to any Vendor prior to the execution of such vendor's written agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written agreement is not executed by such vendor within 90 days of the date of this Board Report. Information pertinent to these agreements are stated below.

This amended Board Report is necessary to increase the dollar amount of the Windy City Press contract by \$120,000 and the dollar amount of the K & M Printing contract by \$150,000 to fund additional services from these vendors. A written amendment to each contract is required. No payments for these services shall be made to any vendor prior to the execution of such vendor's written amendment. The authority granted herein shall automatically rescind as to each vendor in the event an amendment for such vendor is not executed within 90 days of the date of this amended Board Report.

SPECIFICATIONS NO.: 01-250307

VENDOR:	1. Windy City Press, Inc. 16 Official Road Addison, Illinois 60101 Contact Person: Mr. Tim Falk (630) 543-4545 <u>Vendor #31131</u> Amount: \$375,000.00 <u>\$495,000.00</u>	2. K & M Printing 1410 North Meacham Road Schaumburg, Illinois 60173 Contact Person: Mr. Michael S. Stobart (847) 884-1100 <u>Vendor #40473</u> Amount: \$160,000.00 <u>\$310,000.00</u>
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USERS: All schools, regional, and central office Departments.
Contact Person: Jacqueline Daly 773-553-2274

TERM: The term of each agreement shall commence on the date the agreement is signed and shall end June 30, 2004. Each agreement shall have three (3) options to renew for periods of one (1) year each. The cost of each agreement will be negotiated at the time of such renewal.

EARLY TERMINATION RIGHT: Thirty days written notice by the Board of Education.

SCOPE OF SERVICES: Windy City Press, Inc. shall print stationery, letterhead, business cards and envelopes. K & M Printing shall print meal tickets and lunch applications. Vendors will work with schools, Area Instruction Offices and Central Office Departments to provide printing services.

DELIVERABLES: Windy City Press, Inc. shall print stationery, letterhead, business cards and envelopes. K & M Printing shall print meal tickets and lunch applications.

OUTCOMES: Windy City Press, Inc. services shall result in the quality printing of stationery, letterhead, business cards and envelopes. K & M's services shall result in the quality printing of meal tickets and lunch applications.

COMPENSATION: The vendors will be paid as periodic invoices are submitted and verified, in amounts not to exceed those amounts listed above, total not to exceed ~~\$535,000.00~~ \$805,000.00

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written Agreements and amendments. Authorize the President and Secretary to execute the agreements and amendments. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: ~~The products and services to be delivered by these vendors are subject to the provisions of the Revised Remedial Plan for M/WBE Economic participation. Every good faith effort will be made by these vendors to achieve compliance with the applicable goals.~~ "Pursuant to Section 6.2 of the Revised Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and category goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance of the vendors in the pool will be reported on a monthly basis".

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

FINANCIAL: Charge to various schools and department budgets. Costs to be determined by each department and school upon selection of program participation.

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.

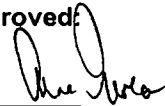
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:


Heather A. Obora,
Chief Purchasing Officer

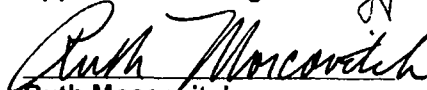
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form:


Ruth Moscovitch
General Counsel