

**APPROVE THE RENEWAL OF THE EXISTING AGREEMENT WITH KINKOS INC.  
TO PROVIDE RETAIL REPROGRAPHIC SERVICES**

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

Approve the renewal of the existing agreement with Kinkos, Inc. to provide retail reprographic services to all schools, Area Instruction Offices, and central office departments at a cost not to exceed \$150,000.00 for a 2-year period. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification No. 04-250007). This contract is subject to the Strategic Sourcing Policy. A written renewal agreement for this vendor is currently being negotiated. No payment shall be made to the Vendor during the renewal period prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this renewal agreement is stated below.

**SPECIFICATION NO.: 04-250007**

**VENDOR:** Kinkos, Inc.  
1030 West Chicago Avenue  
Chicago, Illinois 60614  
Contact Person: Ms. Cheryl Pool  
214 550-7402  
Vendor No. 46709

**USERS:** All schools, Area Instruction Offices and central office departments  
Contact Person: Jacqueline Daly 773-553-2274

**ORIGINAL AGREEMENT;** The original agreement (authorized by Board report 02-0724-PR03) is for a term commencing October 10, 2002 and ending October 9, 2004. The original contract was awarded on a competitive basis.

**RENEWAL PERIOD:** The agreement shall be renewed for a term commencing October 10, 2004, and ending October 9, 2006. The renewal agreement shall contain a provision authorizing two (2) one year options to renew.

**SCOPE OF SERVICES:** Vendor will continue to provide retail reprographic services as requested by all schools, Area Instruction Offices and central office departments. Vendor will also continue to work with staff on an as needed basis for the pick-up and delivery of printed materials.

**DELIVERABLES:** Vendor shall continue to provide retail reprographic/copy services

**OUTCOMES:** Vendor shall continue to provide quality retail reprographic/copy services.

**COMPENSATION:** The vendor will be paid as periodic invoices are submitted and verified, in accordance with the prices set forth in the written renewal Agreement; total compensation not to exceed \$150,000.00 for a 2-year period.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement. Authorize the Chief Purchasing 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 M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

The vendor has identified and schedule the following firms and percentages:

**Total MBE 30%**

**Total African American – 30% (Direct Participation)**

Andrews Printing	30%
16530 S. Halsted St.	
Harvey, IL 60426	Certified until December 1, 2004

**Total WBE – 5% (Direct Participation)**

Kasey Graphics Design & Visual	5%
Communication	
400 7 <sup>th</sup> . Ave.	
LaGrange, IL 60525	certification pending

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

**FINANCIAL:** Charge to various schools/departments.

**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.

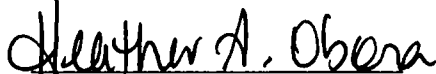
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their 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**

**Within Appropriation:**



**John Maiorca  
Chief Financial Officer**

**Approved:**



**Arne Duncan  
Chief Executive Officer**

**Approved as to legal form:**



**Ruth Moscovitch  
Chief Counsel**