APPROVE EXERCISING THE SECOND OPTION TO RENEW THE AGREEMENT WITH FEDEX KINKOS INC. TO PROVIDE RETAIL REPROGRAPHIC SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to renew the agreement with FedEx Kinko's, Inc. to provide retail reprographic services to all schools, Area Instruction Offices, and central office departments at a cost not to exceed $75,000.00. 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: FedEx Kinko's, Inc.
Corporate Headquarters:
13155 Noel Road, Suite 1600
Dallas, TX. 75228
Contact Persons: Ms. Denise S. Koelling - (214) 550-7523
Vendor No. 37352

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 agreement was renewed for a term commencing October 10, 2004 and ending October 9, 2006 (authorized by Board Report 04-0623-PR1), and provided for two one-year options to renew. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification No. 04-250007).

RENEWAL PERIOD: The agreement shall be extended for a term commencing October 10, 2006 and ending October 9, 2007.

REMAINING OPTIONS: There is one (1) one-year renewal option remaining.

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 $75,000.

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 as required by the Revised Remedial Plan be granted because the contract is not further divisible.

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

Total MBE – 30%

Montenegro, Ltd. – (H)
P.O. Box 6202
Bloomingdale, Illinois 60108 — certified through 11/01/2006

Andrews Printing – (AA)
16530 S. Halsted Street
Harvey, Illinois 60426 — certified through 07/01/2007

Encore Paper and Supplies – (MBE)
70 West Madison Street
Suite # 1400
Chicago, Illinois 60602 — certified through 06/15/2007

Total WBE – 5%

El-Mar Office Supplies
22 Congress Circle West
Roselle, Illinois 60172 — certified through 12/01/2006

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
Heather A. Obora
Chief Purchasing Officer

Within Appropriation:

John Maiorca
Chief Financial Officer

Approved:

Arne Duncan
Chief Executive Officer

Approved as to legal form:

Patrick J. Rocks
General Counsel