## APPROVE ENTERING INTO AN AGREEMENT WITH MARRIOTT CHICAGO DOWNTOWN FOR CATERING SERVICES AND SPACE RENTAL

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with the Marriott Chicago Downtown for catering services, audio-visual equipment rental and space rental for the Office of Specialized Services at a cost not to exceed \$55,153.00 for the Annual All-City Specialized Services Conference. The Marriott Chicago Downtown was selected on a non-competitive basis because of the availability of the selected date, ability to meet requested conference specifications and price. A written agreement is currently being negotiated. No services shall be rendered and no payment shall be made to the provider 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.

Specifications No.: 01-250243

PROVIDER: Marriott Chicago Downtown

Catering Department 540 N. Michigan Avenue Chicago, IL 60611 Vendor # 43456 Contact: Cindy Hansen

Phone: (312) 836-6145

**USER:** Office of Specialized Services

125 S. Clark Street - 8th Floor

Chicago, IL 60603

Contact person: Lillian Gonzalez

Phone: (773) 553-3362

**DATE OF SERVICES:** Marriott Chicago Downtown will store conference materials at the hotel from 8:00 A.M. November 30, 2001 until 4:30 P.M., December 1, 2001. The conference shall occur on December 1, 2001 from 8:00 A.M. to 3:15 P.M.

**SCOPE OF AGREEMENT:** The Marriott Chicago Downtown will provide space and requested audio-visual equipment for twenty five workshops, forty exhibitors, continental breakfast, and lunch for approximately 800 attendees to the All-City Conference.

**PURPOSE OF CONFERENCE**: The conference is designed to enhance the professional growth of all school personnel working with students with disabilities. School staff including special and general education teachers, administrators, principals, pupil support service personnel, paraeducators and parents are invited to participate in the conference.

**COST:** The cost of the services and space provided by Marriott Chicago Downtown shall not exceed the sum of \$55,153.

**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 Specialized Services Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to Section 3.7 of the M/WBE Plan this contract is exempt form review under the M/WBE Plan due to the fact that this is a unique transaction.

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

FINANCIAL: Each participant to the conference shall pay \$50.00 to the Board, which funds will be used to reimburse the Board for the cost of the conference.

Charge to Office of Specialized Services: \$4,635.00 Budget Classification: 0966-220-771-1607-5480 (FY 2002) Source of Funds: 220-IDEA Flow Through

Charge to Specialized Services: \$33,316.00 Budget Classification: 0966-280-432-1607-5320 (FY 2002)

Source of Funds: 280- Citywide Miscellaneous

Charge to Specialized Services: \$11,310.00
Budget Classification: 0966-220-771-1607-5440 (FY 2002)

Source of Funds: 220-IDEA Flow Through

Charge to Specialized Services: \$5,892.00 Budget Classification: 0966-220-771-1607-5320 (FY 2002)

Source of Funds: 220-IDEA Flow Through

## **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:** 

Anita Rocha
Acting Chief Purchasing Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer Approved:

Arne Duncan

Chief Executive Officer

Approved as to legal form:

Marilyn F. Johnson

General Counsel