## 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, regional and central office departments at an aggregate cost not to exceed \$535,000.00. 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.

SPECIFICATIONS NO.: 01-250307

**VENDOR:** 

1. Windy City Press, Inc.

16 Official Road

Addison, Illinois 60101

Contact Person: Mr. Tim Falk

(630) 543-4545

Amount: \$375,000,00

2. K & M Printing

1410 North Meacham Road Schaumburg, Illinois 60173

Contact Person: Mr. Michael S. Stobart

(847) 884-1100

Amount: \$160,000.00

**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 stationary, letterhead, business cards and envelopes. K & M Print shall print meal tickets and lunch applications. Vendors will work with schools, Regional and Central Office Departments to provide printing services.

**DELIVERABLES**: Windy City Press, Inc., shall print stationary, 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 stationary, 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.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. 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.

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:

Arne Duncan

**Chief Executive Office** 

**Approved for Consideration:** 

Áriita Rochá.

Acting Chief Purchasing Officer

Within Appropriation:

Chief Fiscal Officer

Approved as to legal form

General Counsel