

**APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENTS WITH
WINDY CITY PRESS AND K & M PRINTING
FOR PRINTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the 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 \$940,000.00. These contracts are subject to the Board's Strategic Sourcing Policy. A written extension agreement for each vendor is currently being negotiated. No payment shall be made to any Vendor during the option period prior to the execution of such vendor's written extension agreement. The authority granted herein shall automatically rescind as to each vendor in the event a written extension agreement is not executed by such vendor within 90 days of the date of this Board Report. Information pertinent to these agreements is 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 Vendor No. 31131 Amount - \$240,000.00	2. K & M Printing 1410 North Meacham Road Schaumburg, Illinois 60173 Contact Person: Mr. Michael S. Stobart (847) 884-1100 Vendor No. 40473 Amount - \$700,000.00
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USERS: All schools, Area Instruction Offices and central office Departments.
Contact Person: Jacqueline Daly 773-553-2274

ORIGINAL AGREEMENTS: The original agreements (authorized by Board Report 02-0724-PR04) were for a term commencing upon execution of each agreement and ending June 30, 2004, with the Board having three (3) additional 12-month renewal options for both vendors. Vendors were selected pursuant to a duly advertised RFP. No services were rendered and no payment shall be made to vendor during the months of July and August, 2004

OPTION PERIOD: Each agreement shall be extended for a term commencing September 1, 2004 and ending August 31, 2005.

SCOPE OF SERVICES: Windy City Press, Inc. shall continue to print stationary, letterhead, business cards and envelopes. K & M Printing shall continue to print meal tickets, lunch applications, manuals, pamphlets, brochures, newsletters, posters and other miscellaneous printed documents. Vendors will work with schools, Area Instruction Offices and Central Office Departments to provide printing services.

DELIVERABLES: Windy City Press, Inc. shall continue to print stationary, letterhead, business cards and envelopes. K & M Printing shall continue to print meal tickets, lunch applications, manuals, pamphlets, brochures, newsletters, posters and other miscellaneous printed documents.

OUTCOMES: Vendors will provide services as requested by all schools, central and area office staff and will work with staff on an as needed basis in designing, typesetting, proofreading, sequential numbering, printing, trimming, scoring, folding, collating, labeling, packaging, stitching, sewing, stapling, binding, drilling, perforating, perfect binding, side stitching, saddle stitching, spiral binding, strapping, shrink wrapping, labeling delivering and storing printed materials.

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 \$940,000.00.

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

AFFIRMATIVE ACTION: 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.

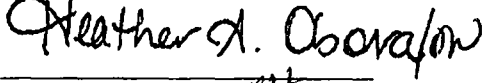
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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

Approved:



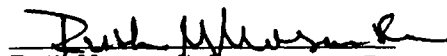
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form: *HM*



Ruth Moscovitch
General Counsel