

**AMEND BOARD REPORT 00-0927-PR8**  
**APPROVE ENTERING INTO AGREEMENTS WITH**  
**ACTIVE COPIERS, MINOLTA BUSINESS SOLUTIONS, INC., RUSH INC. AND UNITED BUSINESS**  
**MACHINES FOR THE PURCHASE AND/OR LEASE OF COPIERS AND FAX MACHINES**

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

Approve entering into the agreements with Active Copiers, Minolta Business Solutions, Inc., RUSH Inc., and United Business Machines for the purchase and/or lease of copiers, fax machines, and associated supplies, maintenance, repair services and training to CPS Staff for use by all regional and central office departments and schools, at an aggregate cost not to exceed \$11,000,000.00. These contracts are subject to the Board's Strategic Sourcing Policy. Vendors were selected pursuant to a duly advertised Request For Proposal (RFP). A written agreement for each vendor is currently being negotiated. No goods may be ordered or 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 by such vendor is not executed with 90 days of the date of the Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to 1) modify the agreements with Active Copier, and United Business Solutions to include provisions for the leasing of copier equipment and fax machines and 2) extend the term of the agreement with Minolta Business Solutions, Inc. to provide for an additional 12 month period to coincide with the 24 month terms of the other copier agreements. Written contract amendments for Active Copier, Minolta and United Business Solutions are currently being prepared. The authority granted herein shall automatically rescind as to each such vendor in the event a written amendment is not executed by such vendor within 90 days of the date of this amended Board Report.

**SPECIFICATION NO.: 00-250499**

<b>VENDOR:</b>	1. Active Copier 3839 West Devon Avenue Chicago, Illinois 60659 Mr. Charlie Jung 773-539-3333 Vendor No.: 13563	2. Minolta Business Solutions, Inc. 150 S. Wacker Dr., Suite 2300 Chicago, IL 60606 Ms. Karrie Lederer 312-726-9100 Vendor No.: 22594
	3. RUSH Inc. d/b/a/Rush Office Equipment & Supplies 17306 S. Kedzie Avenue Reginald Rush/ Josephine Laird 708 - 335-3330 Vendor No.: 21426	4. United Business Solutions LLC d/b/a/ United Business Machines (UBM) 875 E. Rand Street Des Plaines, IL 60016 Mr. Fred Martin 847 - 299-3000 Vendor No.: 41542

**USER:** All Schools, Regional and Central Office Departments  
 Contact Person: Shirley Gardner (773) 553-2275

**TERM:** The term of Active Copiers, RUSH Inc., United Business Machines and Minolta agreements shall commence on the date the agreement is signed and each agreement shall end twenty-four (24) months thereafter. Each agreement shall have two (2) options to renew for periods of one (1) year each upon the same terms and prices in the written contract. ~~Minolta's agreement shall commence on the date the agreement is signed and shall end 12 months thereafter. Minolta's agreement shall have three (3) one (1)-year options to renew upon the same terms and prices.~~

**EARLY TERMINATION RIGHT:** Thirty days written notice by the Board of Education.

**SCOPE OF SERVICES:** Active Copier, Minolta Business Solutions, Inc., and United Business Solutions will provide copier equipment, fax machines, and associated supplies, maintenance, repair services, and training to CPS staff. Rush Inc. will only provide maintenance, repair services and training for current copying equipment and equipment related to this board report. Schools, regional, and central office Departments may purchase or lease equipment at their option via requisition to Procurement and Contracts who will mail a purchase order to the Vendor. Principals and Chiefs shall have the authority to enter into lease/purchase agreements for up to a three (3) year term. Any lease/purchase agreement, which extends beyond a principal's contract, must be signed by the Regional Education Officer (REO). Purchases that exceed the \$10,000.00 Principal authority must be approved by the REO. In Central Office, purchases over \$10,000.00 must be approved by the Chief.

**DELIVERABLES:** Vendors will provide copier equipment, fax machines, and associated supplies, maintenance, training, and repair services, free delivery and installation to all schools, regional, and central office Departments of the CPS.

**PRICES:** The prices for any lease/purchase agreement shall be in accordance with the price lists for each vendor attached and indicated in each vendor's written contract.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this option 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.~~ Pursuant to Section 6.2 of the Revised Remedial 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 reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

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

**FINANCIAL:** Charge to various schools and departments  
Fiscal Years 2001-2002  
Budget Classification: 5730 – Equipment, 5470 Service/Repair Contracts  
Sources of Funds: Various

**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 member 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).

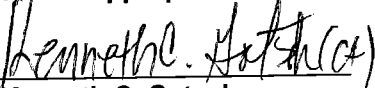
**Approved for Consideration:**

  
Anita Rocha  
Acting Chief Purchasing Officer

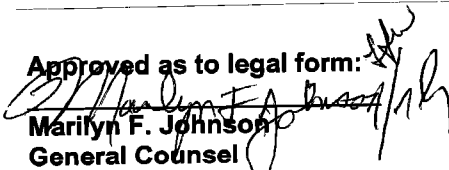
**Approved:**

  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:**

  
Marilyn F. Johnson  
General Counsel