

**APPROVE ENTERING INTO AN AGREEMENT WITH KINKOS INCORPORATED TO
PROVIDE RETAIL REPROGRAPHIC SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Kinkos, Incorporated to provide retail reprographic services to all schools, regional and central office departments at a cost not to exceed \$300,000.00. Vendor was selected pursuant to a duly advertised RFP (Specification # 01-250307). A written agreement for this vendor is currently being negotiated. No goods may be received and no payment shall be made to the Vendor prior to the execution of such vendor's written agreement. The authority granted herein shall automatically rescind as to the 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 this agreement is stated below.

SPECIFICATION NO.: 01-250307

VENDOR: Kinkos, Inc.
1030 West Chicago Avenue
Chicago, Illinois 60614
Contact Person: Mr. Guerin
(312) 961-3797

USERS: All schools, regional and central office departments
Contact Person: Jacqueline Daly 773-553-2274

TERM: The term of the agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. The agreement shall have three (3) options to renew for periods of one (1) year each. The cost of each renewal will be negotiated at the time of such renewal.

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

SCOPE OF SERVICES: Vendor will provide retail reprographic services as requested by all schools, regional and central office departments. Vendor will also work with staff on an as-needed basis for the pick-up and delivery of printed materials.

COMPENSATION: The vendor will be paid as periodic invoices are submitted and verified, not to exceed \$300,000.00.

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 Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The products and services to be delivered by this vendor is subject to the provisions of the Revised Remedial Plan for M/WBE Economic participation. Every good faith effort will be made by this vendor to achieve compliance with the applicable goals.

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).

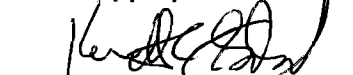
Approved for Consideration:


Anita Roeha,
Acting Chief Purchasing Officer

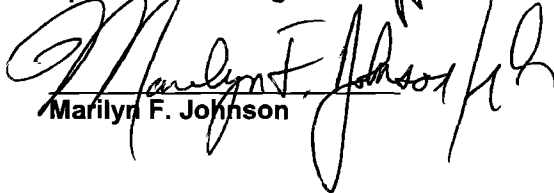
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson