

**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 and space rental for the Office of Specialized Services for the All-City Conference at a cost not to exceed \$66,000.00. 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 for this matter is currently being negotiated. No payment shall be made to Vendor 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.: 03-250187

VENDOR: Marriott Chicago Downtown
Catering Department
540 North Michigan Avenue
Chicago, Illinois 60611
Contact Person: Susana Hogan
Phone: 312/836-6342
Vendor # 43456

USER: Office of Specialized Services
125 South Clark Street – 8th Floor
Chicago, Illinois 60603
Contact Person: Susan Cosby
Phone: 773/553-3362

DATE OF SERVICES: Marriott Chicago Downtown will store conference materials at the hotel from 5:00 p.m. Thursday, October 30, 2003, until 12:00 p.m., November 2, 2003. The All-City Conference shall occur on Saturday, November 1, 2003, from 8:00 a.m. until 4:00 p.m.

SCOPE OF SERVICES: The Marriott Chicago Downtown will provide space and requested audio-visual equipment for twenty-seven workshops, forty exhibitors, and continental breakfast and lunch for approximately 900 attendees to the All City Conference.

PURPOSE OF THE CONFERENCE: The All-City Conference is designed to enhance the professional growth of school personnel working with students with disabilities. School staff including special and regular education teachers, administrators, principals and pupil support personnel, are invited to participate in the conference.

COMPENSATION: The total compensation for this event, including catering services, audiovisual rental fees and space provided by Marriott Chicago Downtown shall not exceed the sum of \$66,000.00. A registration fee of \$75.00 will be charged to the participants. The registration fee will offset the cost of the conference.

AUTHORIZATION: Authorize the General Counsel to include the 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 Revised Remedial Plan for Minority and Women Business Enterprise Contract Participants (M/WBE Plan) this contract is *exempt* from review because this contract is a space rental agreement.

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

FINANCIAL: Each participant shall pay \$75.00 to the Office of Specialized Services, and the funds will be used to reimburse Chicago Public Schools for the cost of the conference. Exhibitors will pay a booth rental fee of \$150.00.

Charge to the Office of Specialized Services: \$ 5,421.00
Budget Classification: 0966-220-481-1607-5480 (FY 2004)
Source of Funds: 220 IDEA Flow Through

Charge to the Office of Specialized Services \$50,579.00
Budget Classification: 0966-280-432-1607-5320 (FY 2004)
Source of Funds: Special Income

Charge to the Office of Specialized Services \$10,000.00
Budget Classification: 0966-220-481-1607-5440 (FY 2004)
Source of Funds: 220 IDEA Flow Through

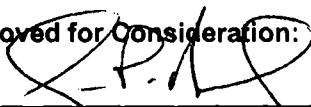
GENERAL CONDITIONS:

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.

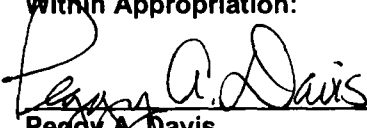
Indebtedness – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time shall be incorporated into and made a part of the agreement.

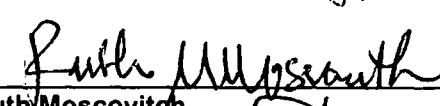
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:

Sean P. Murphy
Chief Purchasing Officer

Approved:

Arne Duncan *by AD*
Chief Executive Officer

Within Appropriation:

Peggy A. Davis
Chief of Staff

Approved as to legal form: *HW*

Ruth Moscovitch
General Counsel 