

**APPROVE ENTERING INTO AN AGREEMENT WITH THE TARGET GROUP FOR CONSULTING SERVICES**

Approve entering into an agreement with The Target Group (Target Group) to provide consulting services to the Office of Business Diversity at a cost not to exceed \$120,000.00. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 03-250163). A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**Specifications No. 03-250163****Contract Administrator: Diego Droira (773) 553-2123**

**CONSULTANT:** The Target Group  
330 S. Wells Street, Suite 400  
Chicago, IL 60606  
Contact Person: Joseph Williams  
Phone No: (312) 873-0200 Fax: (312) 873-0299  
Vendor No.: 28777

**USER:** Office of Business Diversity  
125 S. Clark Street  
Chicago, IL 60603  
Contact Person: Rosalinda Castillo  
Phone No.: (773) 553-2980

**TERM:** The term of this agreement shall commence on January 1, 2004 and shall end June 30, 2004. This agreement shall have one (1) option to renew for one year period.

**SCOPE OF SERVICES:** Target Group will attend the Board's pre-construction meetings and perform visual monitoring of the general contractors to ensure M/WBE, EEO and City Residency on Board construction sites and shall provide desk audits, as well as data entry for Boardcon Reporting on an as needed basis as deemed necessary by the Capital Improvement Program.

**DELIVERABLES:** Consultant's services shall include visual inspections of all construction sites, desk audits and M/WBE data entry reporting. Consultant shall prepare and submit weekly reports on each site visit and desk audit performed. Consultant will also provide reports on any irregularities found at any of these sites.

**OUTCOMES:** Consultant's services will help ensure the success of the Capital Improvement Program through increased participation of M/WBEs on CPS construction projects.

**COMPENSATION:** Consultant shall be paid monthly as invoices are submitted and verified, not to exceed the sum of \$ 120,000.00.

**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.

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

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include 35% total MBE, 22% total African-American; 10% Hispanic; 2% Asian; and 5% total WBE. The vendor has identified and scheduled the following original M/WBE firms/consultants and percentages.

**Total African-American: 16%**

Professional Messenger Service  
2100 South Indiana Ave., Ste. 105  
Chicago, Illinois 60616  
Contact: Roosevelt Newsome

**Total Hispanic: 7.5%**

Chicago United Industries, Ltd.  
53 West Jackson Blvd., Ste. 1450  
Chicago, Illinois 60604  
Contact: George Loera

**Total Asian: 2%**

Sir Speedy Printing Center  
311 South Wacker Dr.  
Chicago, Illinois 60606  
Contact: Tina Kuvadia

**Total WBE: 5%**

Nova Stationers DBA Meadows Office Supply  
2137 Hammond Drive  
Schaumburg, Illinois 60173  
Contact: Sheila Liao

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because it is not further divisible.

**FINANCIAL:** Compliance Officer and Site Inspector  
Charge to: Office of Business Diversity - \$ 120,000.00  
Budget Classification No. 0114-401-000-1004-5410 (FY 2004)  
Fund 401 – Local Fund

**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.

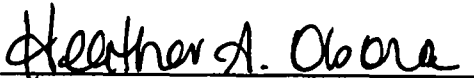
*Conflicts* - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board Members during the one year period following expiration or other termination of their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

*Indebtedness* - The Board's Indebtedness Policy adopted July 26, 1995, (95-0726-EX3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

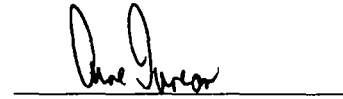
Ethics - The Board's Ethics Code adopted September 27, 1995, (95-0927-RU3), as amended from time to time, is hereby incorporated into and made a part of the agreement.

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).

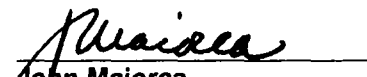
**Approved for Consideration:**



  
Heather A. Obora  
Chief Purchasing Officer

**Approved:**

  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
John Maiorca  
Chief Financial Officer

Approved as to legal form:   
  
Ruth Moscovitch  
General Counsel