## APPROVE ENTERING INTO AN AGREEMENT WITH ANSWERSMEDIA, LLC FOR PRODUCTION SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with AnswersMedia, LLC to provide production services to the Office of Communications at a cost not to exceed \$592,200.00. Consultant was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and 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 agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: AnswersMedia, LLC

400 W. Erie Street Chicago, IL 60610 (312)421-0113

Contact Person: Sean Murray, Chief Operating Officer

Vendor # 52945

**USER:** Office of Communications

125 S. Clark Street Chicago, IL 60653 Celeste Garrett - Director

(773) 553-1620

**TERM:** The term of this agreement shall commence on September 1, 2008, and shall end on August 31, 2009. The Board shall have two (2) options to renew the agreement for periods of one-year each, at the same compensation set forth below.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** The Consultant will provide the following production services at the request of the Board's Office of Communications: (a) the production of new 30-minute episodes every 2 weeks during the school year of the CPS Right Now! Program, each of which shall include 4 to 6 segments per show and (b) all episodes shall be formulated as a series, replicating magazine stories, and may include on-camera hosts and/or narration V/O - similar to 20/20, 48 Hours or Entertainment Tonight. Each episode will be due after the conclusion of the services have been completed for the episode in question; Consultant shall deliver at least one (1) episode every two (2) weeks; and all episodes shall be due on the week of June 2, 2009. Episodes shall highlight student achievements and Board initiatives and educational opportunities. All services and final episode approval will be overseen by the Board's Director of the Office of Communications. Creative supervision will be provided by a Television Producer in the Board's Office of Communications.

The Consultant shall produce episodes that will highlight student achievements, Board initiatives and educational opportunities. The total estimated number of new episodes, starting from commencement of the agreement throughout the end of that school year, is 21 (20 new episodes plus a one year end wrap-up). The first episode is estimated to air on the week of September 2, 2008 (or the equivalent first week of school in any renewal term) and the last episode is to end on the week of June 12, 2009 (or the equivalent end of the school year in any renewal term). Episodes are to air every 2 weeks. Consultant shall provide all editorial work necessary to provide off-line edit and on-line mastering. Each 30-minute episode shall have 4 to 6 segments. The post-production process shall be completed by Consultant for all 21 episodes including dubbing, transcribing, shipping, scripting and digitizing. Consultant shall provide additional production support as needed for other CPS initiatives; such as the Real Men Read program, Having a Ball, and Principal for a Day. Consultant shall provide public access to completed shows via online availability through the Board's website.

The Consultant shall also collaborate with a Television Producer in the Board's Office of Communications and students, parents, Board staff and the general public to produce the 30-minute (magazine type) episodes. The Consultant will focus on creating and developing episodes that educate, inform, and entertain the public about Chicago Public Schools.

**DELIVERABLES:** Consultant shall provide all staffing equipment and materials, including footage to produce CPS Right Now episodes. Consultant shall pay for all pre-production, production, and post-production costs that pertain to the completion of all services provided.

In producing the episodes, the Consultant shall provide the following services to the Board's Office of Communications:

- Development of Creative Ideas.
- Documentary Style Productions.
- o Graphics (Computer Animation, Title Graphics, CGI, Credits).
- On-line website access to all produced and completed episodes via the CPS website and Internet.
- On staff Producers.
- Music for use in the episodes, which music shall be owned by the Board at no additional cost.
- o Field audio recording.
- Audio Recording Studio for Voice Over recording.
- Broadcast Quality Production.
- Beta SP or Beta Acquisition Video Recording capability.
- o Financing all pre-production, production, and post-production costs prior to being paid by the Board.
- o Being available within eight (8) hours notice for Special Event recording or Press Conferences.
- Being available for travel (national and possible international) on two weeks notice.
- o Taking an active role in marketing and pursuing corporate sponsorships for future programming.

**OUTCOMES:** Consultant's services will result in twenty-one (21) 30 minute episodes of the CPS Right Now! Program. The first episode is estimated to air on the week of September 2, 2008 (or the first week of school in any renewal period) and the last episode is to air on the week of June 2, 2009 (or the equivalent end of the school year in any renewal period). Episodes will air every 2 weeks, and they will be available on-line via the Board's website. All shows will entertain and inform the public, while highlighting Board initiatives and educational opportunities. Each episode will consist of 4 to 6 segments. Consultant will pay for all pre-production, production, and post-production costs that pertain to the completion of all work provided. Master tapes and all materials generated for the shows will be provided to the Board's Office of Communications by the end of the last episode. They include, but are not limited to, shoot reels, transcripts, scripts, DVD window dubs and safety masters. All shows will be available for public access/ viewing via on-line availability through the Board's website.

**COMPENSATION:** Consultant (in the original term and both renewal terms) shall be paid as follows: 21 payments, for each completed episode, will be made to Consultant, not to exceed the sum of \$592,200.00.

**REIMBURSABLE EXPENSES:** Consultant shall not be reimbursed for any expenses.

**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 Director of the Office of Communications to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The M/WBE requirements for this contract include: 25% total MBE participation and 10% total WBE participation.

The vendor has identified and scheduled the following:

08-0602-PR34

## Total MBE - 25%

Dawn Watkins (AA)

803 S. Euclid Ave., Apt. # 3D

Oak Park, Illinois 60304 independent consultant

Maria Morales-Salazar (H) 8391 Heron Lake Road

St. John, Indiana 46373 independent consultant

Rene Herrera (H)

3124 S. Morgan Street, Apt. # 1R

Chicago, Illinois 60608 independent consultant

Total WBE - 10%

Kimberly Patterson 2659 East 74<sup>th</sup> Street

Chicago, Illinois 60649 independent consultant

Christa Ponzio

15701 Eisenhower Road

Oakbrook Terrace, Illinois 60181 independent consultant

Lisa Delgadillo

1527 North Claremont Ave., Unit # 2F

Chicago, Illinois 60622 independent consultant

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

FINANCIAL: Charge to Office of Communications: \$592,200.00 Fiscal Year: 2009-2010

Budget Classification: #10510-115-54125-221210-000000 Source of Funds: Office of Communications (773) 553-1620

## **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 June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), 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

**Chief Purchasing Officer** 

Within Appropriation:

Approved:

Arne Duncan

**Chief Executive Officer** 

Pedro Martinez

**Chief Financial Officer** 

Approved as to legal form;

Patrick J. Rocks

General Counsel