

**DRAFT**

**APPROVE ENTERING INTO AN AGREEMENT WITH FEDEX KINKO'S OFFICE AND PRINT SERVICES, INC. FOR THE PURCHASE OF REPROGRAPHIC/COPY SERVICES.**

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

Approve entering into an agreement with FedEx Kinko's Office and Print Services, Inc. for the purchase of Reprographic/copy services for Schools, Area Instruction and Satellite Offices at a cost not to exceed \$300,000. Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received and 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:**

1)  
Fedex Kinko'S                            2  
2201 West Plano Parkway Ste 301  
Plano, Tx 75075-8413  
Karine Picchiatti  
800-488-3705  
Vendor # 37352

**USER:**

Office of Contracts and Procurement  
125 South Clark Street 10th Floor  
Chicago, IL 60603  
Reprographic/Copy Services  
773-553-2274

**TERM:**

The term of this agreement shall commence on the date the agreement is signed and shall end thirty-six months thereafter.

**EARLY TERMINATION RIGHT:**

The Board shall have the right to terminate this agreement with 30 days written notice.

**DESCRIPTION OF PURCHASE:**

Vendor will provide retail reprographic/copy services as requested by all schools, Area Instruction and Satellite Offices. Vendor will also work with staff on an as needed basis for the pick-up and delivery of materials.

**OUTCOMES:**

Each school, Area Instruction and Satellite Office and Central Office department will be able to utilize the vendor's facilities for reprographic/copy services throughout the term of the contract.

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of \$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 te Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

08-0723-PR5

**AFFIRMATIVE ACTION:**

Language to be provided by Affirmative Action

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to various schools, Area Instruction and Satellite Office budgets.

**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**  
**[or other applicable Chief]**

**Within Appropriation:**

\_\_\_\_\_  
**Pedro Martinez**  
**Chief Financial Officer**

**Approved:**

\_\_\_\_\_  
**Arne Duncan**  
**Chief Executive Officer**

**Approved as to legal form:**

\_\_\_\_\_  
**Patrick J. Rocks**  
**General Counsel**