10-0428-PR1 April 28, 2010

APPROVE ENTERING INTO AN AGREEMENT WITH VARIOUS VENDORS FOR COURT REPORTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with various agencies to provide court reporting services for use by all schools, area offices and central office departments at an aggregate cost not to exceed \$500,000.00. Vendors were selected on a competitive basis pursuant to Board Rule 7-2 (Specification Number 10-250016). Written agreements for Vendors's services are available for signature. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number: 10-250016

Contract Administrator: Demetra Knowles / 773-553-3256

USER:

Office of Contracts and Procurement 125 South Clark Street 10th Floor Chicago, IL 60603

Contact: Opal Walls Phone: 773-553-2280

TERM:

The term of each agreement shall commence on May 1, 2010 and shall end April 30, 2012. Each agreement shall have one (1) option to renew for a period of twelve (12) months.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendors shall provide court reporting services to various schools and departments as requested and scheduled. Vendors shall provide written and/or disk transcripts of meetings, hearings and depositions. The Vendors will be selected to provide services based upon the following: (1) availability to render services with short notice; (2) timeliness of court reporters at the hearings; and (3) timeliness and accuracy of transcript preparations.

DELIVERABLES:

Vendors will deliver copies of transcripts upon request.

OUTCOMES:

The services provided by the vendors will result in accurate recording of verbal testimony.

COMPENSATION:

The Vendors shall be paid the hourly rates and transcript fees as set forth in each Vendor's agreement; total not to exceed \$500,000.00 in the aggregate for the initial term.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Cheif Purchasing Officer to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, the Per Contract and Category Goals method for M/WBE compliance will be utilized. The M/WBE goals for this contract include: 25% total MBE and 10% total WBE. This contract is currently non-compliant due to the lack of MBE participation in the vendor pool. Supplier diversity will be reported on this vendor pool on a quarterly basis.

WBE

Bridges Court Reporting
McCorkle Court Reporters
Toomey Reporting
Wichmann - Klawiter Reporting, Ltd.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to various departments and schools

CFDA#: Not Applicable

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:

L. Wall

OPAL L. WALLS

Chief Purchasing Officer

Within Appropriation:

DIANAS. FERGUSON Chief Financial Officer Approved:

RON HUBERMAN Chief Executive Officer

Approved as to Legal Form

PATRICK J. ROCKS General Counsel

- 1) Vendor # 96187 ATKINSON-BAKER, INC 500 NORTH BRAND BLVD. 3RD FLR. GLENDALE, CA 91203 Shelia Atkinson-Baker 800-288-3376 800-925-5910
- 2) Vendor # 96382
 BRIDGES COURT REPORTING
 77 WEST WASHINGTON STREET., STE
 705
 CHICAGO, IL 60602
 Deborah A. Bridges
 312-332-6345
 312-332-1156
- 3) Vendor # 15905 MCCORKLE COURT REPORTERS 200 NORTH LASALLE STREET CHICAGO, IL 60601 Katherine McCorkle 312-263-0052 312-263-7494
- 4) Vendor # 31922 TOOMEY REPORTING 33 NORTH DEARBORN STREET. STE 1506 CHICAGO, IL 60602 Sandy M. Toomey 312-853-0648 312-853-9705
- 5) Vendor # 69659
 WICHMANN-KLAWITTER REPORTING
 LTD.
 79 W. MONROE., STE 925
 CHICAGO, IL 60603
 Joann Klawitter
 312-368-1228
 312-368-1448