# APPROVE ENTERING INTO AN AGREEMENT WITH OFFICE DEPOT FOR THE PURCHASE OF PRINTING AND REPRODUCTION PRODUCTS AND SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Office Depot for the purchase of business cards, letterhead, letterhead envelopes, meal tickets, purchase orders, two-part carbonless forms, three-part carbonless forms, one-sided copying and two-sided copying for all departments and schools at a total cost not to exceed \$300,000.00. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement is currently available for signature. No goods may be ordered or received and no payment shall be made to Vendor prior to 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.

Specification Number: 11-250037

Contract Administrator: Seanior, Miss Pamela Dorcas / 773-553-2280

#### **VENDOR:**

1) Vendor # 14360 OFFICE DEPOT 515 KEHOE BLVD. CAROL STREAM, IL 60188 Alton Campbell 800 651-4624

Alton.Campbell@Officedepot.Com

## **USER INFORMATION:**

Contact:

12210 - Office of Procurement and Contracts

125 South Clark Street 10th Floor

Chicago, IL 60603

Seanior, Miss Pamela Dorcas

773-553-2254

#### TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end twenty-four months thereafter. This agreement shall have one option to renew for a period of twenty-four months under the same terms and conditions as the original contract.

## **EARLY TERMINATION RIGHT:**

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

### **DESCRIPTION OF PURCHASE:**

Vendor will provide business cards (one-sided), letterhead, letterhead envelopes, meal tickets, purchase orders, two-part (one-sided) carbonless forms, three-part (one-sided) carbonless forms, one-sided coping, and two-sided copying.

#### **OUTCOMES:**

Vendor services will result in cost savings for the Board.

#### COMPENSATION:

Vendor shall be paid in accordance with the unit prices contained in the agreement; total 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 the Chief Purchasing Officer to execute all ancillary documents required to administer or effectuate this agreement.

## **AFFIRMATIVE ACTION:**

This agreement 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 goals for this agreement include: 15% total MBE and 5% total WBE participation.

The Vendor has identified the following:

**Total MBE - 15%**SPC Consulting, LLC
737 N. Michigan Avenue, Suite 1925
Chicago, Illinois 60611
Contact: Craig Solomon

Total WBE - 5%

Consolidated Printing Company 5942 W. Northwest Highway Chicago, Illinois 60631 Contact: Marilyn Jones

## LSC REVIEW:

Local School Council approval is not applicable to this report.

## FINANCIAL:

Charge to: Various departments and schools

Budget Classification: Printing 54520 and Printing Other 54525

Fiscal Year: 2012-2014

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 May 25, 2011 (11-0525-PO2), 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:

OPAL . WALLS

Chief Purchasing Officer

Within Appropriation:

DAVID G. WATKINS Chief Financial Officer Approved:

JEAN-CLAUDE BRIZARD
Chief Executive Officer

Approved as to Legal Form:

PATRICK J. ROCKS General Counsel