# AMEND BOARD REPORT 17-0426-PR23 AUTHORIZE NEW AGREEMENTS WITH VARIOUS VENDORS FOR COURT REPORTING SERVICES

## THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize new agreements with various vendors to provide court reporting services to schools, departments and network offices at an estimated annual cost set forth in the Compensation Section of this report. Vendors were selected on a competitive basis pursuant to Board Rule 7-2. Written agreements for Vendors' services are currently being negotiated. 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.

This August 2019 amendment is necessary to increase the not to exceed amount from \$350,000 to \$525,000 due to an increase in caseload requiring court reporting services and an increase in pricing. A written amendment to the agreement with McCorkle Litigation Services, Inc. is required.

Specification Number:

16-350059

Contract Administrator:

Cantero, Mrs. Nanzi / 773-553-2280

### **VENDOR:**

1) Vendor # 15905 MCCORKLE LITIGATION SERVICES, INC. 200 NORTH LASALLE STREET CHICAGO, IL 60601 Sharon Buidosik 312 263-0052

> Ownership: Katherine McCorkle - 70%; Anthony Krause - 15% and Charles McCorkle - 15%

2) Vendor # 18403 TOOMEY REPORTING, INC. 205 WEST RANDOLPH ST, STE 2201 CHICAGO, IL 60606 Sandy Toomey 312 853-0648

Ownership: Sandy Toomey - 100%

3) Vendor # 30235 URLAUB, BOWEN & ASSOCIATES, INC. 20 NORTH CLARK ST., STE 1260 CHICAGO, IL 60602 William Hurong 312 781-9586

Ownership: Donna Urlaub - 100%

## **USER INFORMATION:**

Project

10210 - Law Office

Manager:

42 West Madison Street

Chicago, IL 60602 Pudelek, Ms. Anne 773-553-1700

#### TERM:

The term of each agreement shall commence on May 1, 2017 and shall end April 30, 2020. The agreements shall have two (2) options to renew for periods of one (1) year each.

## **EARLY TERMINATION RIGHT:**

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

## **SCOPE OF SERVICES:**

Vendors shall provide certified court reporting and transcript services, on as needed basis. Vendors will take verbatim records at hearings, depositions, and various other meetings conducted by schools, departments and network offices.

## **DELIVERABLES:**

Vendors will provide transcripts in a format as requested by the Board.

# OUTCOMES:

Vendors' services will result in secure records for court hearings, depositions, arbitrations and other proceedings.

## COMPENSATION:

Vendors shall be paid as follows: per transcript as described in their agreements, and/or hourly rate based on the type of request. Estimated annual costs for the three (3) year term are set forth below:

\$116,666 \$252,563 FY18 \$116,666 \$71,751 FY19 \$116,666 \$200,686 FY20

## **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 General Counsel 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 (M/WBE Program), this contract is in full compliance with the Business Diversity for this contract include of 30% MBE and 7% WBE, as the 3 Prime vendors are 100% WBE.

### LSC REVIEW:

Local School Council approval is not applicable to this report.

#### FINANCIAL:

Various Funds, Various Units, Not to exceed \$350,000 \$525,000.

FY18 \$116,666 \$252,563

FY19 <del>\$116,666</del> <u>\$71,751</u>

FY20 \$116,666 \$200,686

Future year funding is contingent upon budget appropriation and approval.

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:

JONATHAN MAPLES
Chief Procurement Officer

Approved:

JANICE K. JACKSON Chief Executive Officer

Approved as to Legal Form:

JOSEPH T. MORIARTY General Counsel