

APPROVE THE PRE-QUALIFICATION STATUS OF VENDORS TO PROVIDE YEARBOOK PRINTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the pre-qualification status of vendors to provide yearbook printing services for all schools in the aggregate amount not to exceed \$250,000.00. Vendors were selected pursuant to a duly advertised Request for Qualifications (Specification No. 02-250004). A written master agreement for each vendor is currently being negotiated. No services shall be provided by any vendor and no payment shall be made to any vendor prior to the execution of such vendor's master agreement. The pre-qualification status approved herein for each vendor shall automatically rescind in the event such vendor fails to execute the Board's master agreement within 90 days of the date of this Board Report. Information pertinent to this master agreement is stated below.

SPECIFICATION No.: 02-250004

VENDORS:

1. Herff-Jones
4501 West 62nd Street
Indianapolis, IN 46268
Contact Person: Michael Cheek
Tel. (317) 297-3740
Fax (317) 329-3308
Vendor #17837

2. Jostens Inc.
5501 Norman Center Drive
Minneapolis, MN 55434
Contact Person: Michael Bailey
Tel. (952) 830-3300
Fax (952) 830-3380
Vendor #23375

3. Lifetouch Publishing
11000 Viking Drive
Eden Prairie, MN 55344
Contact Person: Michael Christman
Tel. (952) 826-4117
Fax (952) 826-4499
Vendor #11626

4. North Shore Printers
535 South Sheridan Road
Waukegan, IL 60085
Contact Person: Charlotte Callahan Wozniak
Tel. (847) 623-0037
Fax (847) 623-0290
Vendor #34981

5. Walsworth Publishing
306 North Kansas Avenue
Marceline, MO 64658
Contact Person: Jennifer Curts
Tel. (816) 975-9245
Fax (530-937-2825
Vendor #24809

USER GROUPS: All Schools.

TERM: The term of this pre-qualification period and each Master Agreement is three (3) years, effective September 1, 2002 and ending August 31, 2005. The Board shall have the right to extend the pre-qualification period and each master agreement for one (1) additional two (2) year period.

SCOPE OF SERVICES: Each vendor shall provide yearbook printing services to Chicago Public Schools.

COMPENSATION: The sum of payments to all pre-qualified vendors for the pre-qualification term shall not exceed two hundred fifty thousand dollars (\$250,000.00), and the costs associated herewith shall be reported to the Board on a quarterly basis pursuant to Board Rule 5-10.2.

USE OF THE POOL: All Chicago Public Schools are authorized to receive yearbook printing services from the pre-qualified pool as follows: Each school shall prepare and solicit bids from all pre-qualified vendors for each school project and each project shall be awarded to the lowest, responsive, responsible bidder.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written master agreements. Authorize the President and Secretary to execute the master agreements.

AFFIRMATIVE ACTION: Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

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

FINANCIAL: Charge to: Various Chicago Public Schools Fiscal Years: 2003, 2004, 2005 Source of Funds: Various

GENERAL CONDITIONS REGARDING PRE-QUALIFIED VENDOR PROGRAMS:

All pre-qualified vendors shall be required to enter into the Board's standard master agreement, which master agreement shall specifically identify the services to be provided by each vendor and shall include other basic contractual terms and conditions as deemed appropriate by the General Counsel.

The Chief Purchasing Officer shall develop, within six (6) months of the establishment of the pre-qualified program, a qualitative evaluation process which will rate each vendor's performance under the program and allow for a vendor's compensation limit to be increased or decreased, as the case may be, or provide grounds for revoking a vendor's pre-qualification status.

The Chief Purchasing Officer shall monitor all purchase orders, or such other documents as required, for User Groups to utilize the pre-qualified vendors to ensure that the program remains within its budgetary limitations.

User Groups may only utilize pre-qualified vendor for those services for which such vendor has been pre-qualified and are identified in such vendor's master agreement. The Chief Purchasing Officer shall prepare a directory or other such type of listing to be distributed to all User Groups which specifies the types of services for which each vendor has been pre-qualified.

Pursuant to Board Rule 5-10.2, the Chief Purchasing Officer shall submit a quarterly Board Report which reports expenditures made during the previous quarter to pre-qualified vendors including an accounting and reconciliation of such expenditures to individual vendors against the total expenditure authorized for the applicable pre-qualified pool of vendors.

The Chief Purchasing Officer shall impose financial limits on the use of pre-qualified vendors, including limits on the amount each User Group may purchase from a vendor under the pre-qualified program and the total amount of compensation paid to any one vendor during the term of the pre-qualification program. Financial limitations shall be imposed based upon the following categories of services: (i) For those services which are substantial in nature, re-occurring or of a type from past experience which will involve a high threshold of expenditures, the Chief Purchasing Officer may impose financial limitations as deemed necessary; and (ii) For those services which are routine in nature and will not involve a high threshold of expenditures, the Chief Purchasing Officer shall impose financial limits per User Group and per vendor. Any request to exceed any imposed financial limitations shall require additional Board approval.

The Chief Purchasing Officer shall develop guidelines regarding the imposition of financial limitations on newly pre-qualified vendors or previous vendors of the Board who are now being pre-qualified to perform new or different services, with a corresponding periodic evaluation of such vendor's performance to allow for an increase in such vendor's financial limitation due to satisfactory performance ratings.

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 July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), 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).

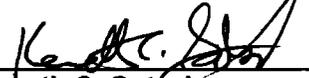
Approved for Consideration:


Anita Rocha
Acting Chief Purchasing Officer

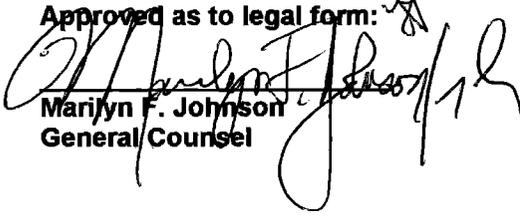
Approved:


Arne Duncan
Chief Executive Officer *by P.A.D.*

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form: *HW*


Marilyn F. Johnson
General Counsel