

THIS AGREEMENT WILL BE POSTED ON THE CPS WEBSITE

AMENDMENT TO SERVICES AGREEMENT

(R.R. Donnelley & Sons Company)

This Amendment to Services Agreement (“**Amendment**”) is entered into as of May 15, 2020 (“**Effective Date**”) by and between the Board of Education of the City of Chicago, a body politic and corporate commonly known as the Chicago Public Schools (the “**Board**” or “**CPS**”) and R.R. Donnelley & Sons Company (“**Vendor**”).

RECITALS

- A. WHEREAS, the Board and Vendor entered into that certain Services Agreement dated April 20, 2020 (“**Original Agreement**”) pursuant to which Vendor provides report card printing, processing, mailing and related services more fully described in the Original Agreement; and
- B. WHEREAS, the parties now wish to amend the Original Agreement as set forth in this Amendment. The Original Agreement, as amended by this Amendment, shall be collectively referred to herein as the “**Agreement.**”

NOW THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Amendment by this reference, and the mutual covenants contained herein, the parties hereby agree as follows:

1. **Definitions:** Any and all capitalized terms contained in this Amendment and not defined herein shall have the definition as set forth in the Original Agreement.
2. **Term:** The Term of the Agreement is hereby amended to continue through June 30, 2020 (“**Term**”) unless terminated sooner as provided in the Agreement.
3. **Additional Services:** In addition to the Services described in the Original Agreement, Vendor shall provide, through the remainder of the Term, the “Additional Services” described in the Scope of Additional Services attached hereto and incorporated into this Amendment as Exhibit B. The Additional Services are “Services” hereunder.
4. **Amendment to Exhibit A, Section II (Task/Deliverable Schedule):** As of the Effective Date of this Amendment, row 4, column 1 of the chart contained in Exhibit A, Section II is amended as follows: the phrase “Additional report cards (above 361,000)” is hereby deleted and replaced with “Additional report cards and progress reports (above 550,422)”.
5. **Compensation:** In addition to the compensation described in the Original Agreement, Vendor shall be paid according to the pricing terms included in the Scope of Additional Services. The Total Maximum Compensation Amount payable to Vendor during the Term, including the Maximum Compensation Amount set forth in the Original Agreement, is hereby amended from Two Hundred Fifty Thousand Dollars and 00/100 (\$250,000.00) to Five Hundred Sixty Thousand One Hundred Seventy Three Dollars and 00/100 (\$560,173.00) (“Total Maximum Compensation Amount”). For the avoidance of doubt, the Total Maximum Compensation Amount shall be understood to be the amount referred to, and intended to replace in its entirety, the Maximum Compensation Amount for the Term wherever referred to in the Original Agreement. Vendor acknowledges and agrees that the Total Maximum Compensation Amount referenced hereinabove is a ‘not-to-exceed amount’ and is not a guaranteed payment.
6. **Agreement:** Except as specifically amended herein, the Original Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and those of the Original Agreement, this Amendment shall control.

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7. **Freedom of Information Act**: Vendor acknowledges that this Amendment and all documents submitted to the Board related to this contract award are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this First Amendment is subject to reporting requirements under 105 ILCS 5/10-20.44.

8. **Counterparts and Electronic Signatures**: This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by electronic means shall be considered binding for both parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

**BOARD OF EDUCATION OF
THE CITY OF CHICAGO**

DocuSigned by:
Janice K. Jackson
By: _____
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Janice K. Jackson, Ed.D.,
Chief Executive Officer

R.R. DONNELLEY & SONS COMPANY

DocuSigned by:
Joshua D Bryzelak
By: _____
13E93179F3B14F3...
Name: **Joshua D Bryzelak**
Title: **President**
Date: **5/21/2020**

Date: May 21, 2020

Board Report: 20-0325-RS1 DS
FG DS
JB
Approved as to legal form:
DocuSigned by:
Joseph T. Moriarty

571EC99C33144C5...
Joseph T. Moriarty
General Counsel

Attachment:

Exhibit B: Scope of Additional Services

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EXHIBIT B

SCOPE OF ADDITIONAL SERVICES

(R.R. Donnelley & Sons Company)

Name of Project: Print, Process, and Mail Fourth Quarter Report Cards and Progress Reports

CPS Project Manager: Patrick Gallagher **Phone:** 773-553-3475 **E-Mail:** pfgallagher@cps.edu

Vendor's Project Manager: Josh Levey **Phone:** 312.256.1907 **E-Mail:** josh.levey@rrd.com

Term: April 20, 2020 through June 30, 2020

This Scope of Additional Services is governed by the terms and conditions of the Original Agreement, as amended. This Scope of Additional Services is in addition to the Scope of Services attached to the Original Agreement as Exhibit A, and does not replace Exhibit A. Together, the Scope of Services and this Scope of Additional Services set forth the "Services" under the Agreement.

I. DESCRIPTION OF ADDITIONAL SERVICES:

A. Custom Print Services

For Quarter Four CPS Report Cards (high school, elementary school, and kindergarten versions) ("CPS Report Card"), Quarter Four Progress Reports with Letter to Parent Included (high school and elementary school versions) ("Progress Report"), and Quarter Four IEP Report Cards ("IEP Report Card"), CPS will produce PDF files and transport them to the Vendor for fulfillment processing. The Vendor will extract the Student ID from pre-merged PDF files using Optical Character Recognition (OCR) scanning technology and perform a lookup function from a master address list furnished by CPS that has a Student ID tied to the correct mailing address and school return address.

Vendor shall provide the following Services to the Board:

- i) Printing, Processing, and Mailing CPS Report Cards, Progress Reports and IEP Report Cards, including but not limited to the following:
 - a. Provide a secure transport method for sharing PDF files to be fulfilled;
 - b. Gang run like report cards in daily batches;
 - c. Matching address to student report card and progress report with letter to parents;
 - d. Folding of report cards and progress reports with letter to parents;
 - e. Insert in 6x9.5 non-window envelope (provided by Vendor);
 - f. Sealing envelopes and mailing letters as U.S. first-class (commingled); and
 - g. Inkjet image mail panel and return address.

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There are four versions of report cards and two versions of progress reports with letter to parents that Vendor shall print on 60# smooth uncoated text and as follows:

Version	Quantity (approximate)	Print	Page Count	Impression Count (approximate)
i. Q4 CPS Report Card				
a. High School	70,492	K/O	1	70,492
b. Elementary School	174,199	K/K	2	348,398
c. Kindergarten	19,741	K/K	2	38,942
ii. Q4 IEP Report Card	41,299	K/K	4.5(avg.)	185,846
iii. Q4 Progress Report with Letter to Parent Included				
a. High School	174,199	K/K	2	348,398
b. Elementary School	70,492	K/K	2	140,984

II. TASK/DELIVERABLE SCHEDULE:

Task/Deliverable Description	Date	Estimated Cost	Maximum Cost
Initial Postage Fee \$.42 Commingled First-Class Sorted Postage 550,422 Total Mailings (Q4 progress reports and report cards)	Upon execution of this Amendment	\$231,064.00	\$231,064.00

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Printing, Processing, and Mailing 550,422 Total Mailings	CPS Report Cards (approximately 264,432): Beginning Mailing Date May 27, 2020 IEP Report Cards (approximately 41,299): Beginning Mailing Date May 27, 2020 Progress Reports: (approximately 244,691): Mailing Date May 21, 2020	\$87,609.00	\$87,609.00
TOTAL COST for this Amendment (Not to Exceed)		\$318,673.00	\$318,673.00
Maximum Compensation (Not to Exceed)		\$525,323.00	\$560,173.00

III. OUTCOMES:

Vendor's Services will result in:

- (i) Student report cards and progress reports will be printed and mailed directly to the student address on file with the return address set to the school address of the student; and
- (ii) Parents/Guardians will receive an official report of their child's quarter and mid-quarter grades.

IV. PRICING AND PAYMENT SCHEDULE

Upon the execution of this Amendment, Vendor shall submit an invoice to CPS in the amount of Two Hundred Thirty One Thousand and Sixty Four Dollars (\$231,064.00) (Initial Fee for First-Class Postage). Thereafter, Vendor shall invoice CPS for actual Services provided, and upon completion of each task (as described above). The Total Maximum Compensation payable to Vendor for the remainder of the Term, including the Initial Fee and all Services and tasks set forth in Exhibit A and Exhibit B to the Agreement, shall not exceed an aggregate amount of Five Hundred Sixty Thousand, One-Hundred and Seventy Three Dollars and 00/100 (\$560,173.00) ("Total Maximum Compensation Amount"). All payment procedures and invoicing shall comply with Section 3 of the Original Agreement.