

**APPROVE EXERCISING THE SECOND OPTION TO EXTEND THE AGREEMENT WITH
INDUSTRIAL FENCE FOR WOOD AND STEEL FENCE INSTALLATION**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the second option to extend the agreement with Industrial Fence, Inc. to provide wood and steel fence installation for the Department of Operations at a cost not to exceed \$500,000. A written extension agreement is currently being negotiated. No payment shall be made to Vendor during the extension period prior to the execution of the written extension agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this extension agreement is stated below.

SPECIFICATION NO.: 01-250326

Contract Administrator: Pamela Seanior
553-2254

VENDOR: Industrial Fence, Inc.
1300 South Kilbourn
Chicago, IL 60632
Miguel Saltijeral
(773) 521-9900
Vendor #31847

USER: Department of Operations
125 South Clark-16th Floor
Chicago, IL 60603
Chris Bushell
(773) 553-3227

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 02-0424-PR02, as amended by Board Report 03-0924-PR04) is for a term commencing May 1, 2002 and ending April 30, 2003, with the Board having two options to extend the agreement for additional one year periods. The agreement was extended (authorized by Board Report 03-0924-PR04) for a term commencing May 1, 2003 and ending April 30, 2004. The original agreement was awarded on a competitive basis pursuant to a duly advertised Bid Solicitation (Specification # 01-250326).

OPTION PERIOD: The agreement is being extended for a term commencing May 1, 2004 and ending April 30, 2005.

OPTION PERIODS REMAINING: There are no option periods remaining.

SCOPE OF SERVICES: Vendor shall continue to provide wood and steel fence installation services for the Board for schools in regions 3, 4 and 6. Additionally, Vendor shall provide wood and steel fence installation services in Regions 1, 2 and 5 during this option period. The current contractor providing services in Regions 1, 2 and 5 has refused to accept the renewal of its contract. Therefore, pursuant to the terms of the Contract, Industrial Fence shall provide services in all regions.

COMPENSATION: Industrial Fencing shall be paid on a per project basis in accordance with the unit prices indicated in its written contract. Total contract amount shall not exceed \$500,000 during the second option period.

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

AFFIRMATIVE ACTION: *This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan).*

The M/WBE goals for the contract are: 26% total MBE, 16% total African American, 7.5% total Hispanic, 2% total Asian and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages:

Total MBE% - 95%

Total African American – 16%

Bridgeport Steel Sales, Inc.

2730 S. Hillcock Avenue

Chicago, IL 60608

\$ 80,000

certified until 05/31/04

Total Hispanic – 77%

Industrial Fence, Inc.

1300 South Kilbourn

Chicago, IL 60623

\$ 385,000

certified until 07/31/07

Total Asian – 2%

Industria, Inc.

3620 North California Avenue

Chicago, IL 60618

\$ 10,000

certified until 02/28/07

Total WBE% - 5%

Brennan Steel, Inc.

777 Industrial Drive

University Park, IL 60466

\$ 25,000

certified until 04/30/06

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

FINANCIAL: Charge to Operation: \$500,000
 Budget Classification: Various Capital Fund
 Fiscal Year: FY05
 Source of Funds: Capital funding

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 member 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.

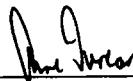
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obora
Chief Purchasing Officer

Approved:



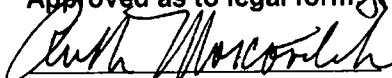
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form



Ruth Moscovitch
General Counsel