

**RATIFY EXERCISING THE SECOND OPTION TO EXTEND THE AGREEMENT WITH
GRIZZLY PEAK, INC. FOR THE PURCHASE OF GYMNASIUM EQUIPMENT**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify exercising the second option to extend the agreement with Grizzly Peak, Inc. for the purchase of gymnasium equipment by the Department of Operations at a cost not to exceed \$948,136.65 during the extension period. A written extension document for Vendor's services 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 extension 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.: 01-250222

VENDOR: Grizzly Peak, Inc.
3052 N. Rockwell
P.O. Box 6452
Chicago, IL 60680-6452
Andrea Vargas Clark
(888) 226-9212
Vendor # 24638

USER: Department of Operations/ Capital Planning
125 South Clark Street, 17th Floor
Sonya Griffin
(773) 553-3121

ORIGINAL AGREEMENT: The original agreement (authorized by Board Report 02-0327-PR06) is for a term commencing April 1, 2002 and ending March 31, 2003, with the Board having two options to extend the agreement for additional one year periods. The agreement was renewed (authorized by Board Report 03-0527-PR12) for a term commencing April 1, 2003 and ending March 31, 2004. The original agreement was awarded on a competitive basis pursuant to a duly advertised bid solicitation (Specification 01-250244).

OPTION TERM: This agreement is being extended for a term commencing April 1, 2004 and ending March 31, 2005.

OPTION PERIODS REMAINING: There are no options period remaining.

DESCRIPTION OF PURCHASE:

1. **Goods:** various gymnasium equipment
Quantity: as needed
Unit Prices: as indicated in the contract
Total Cost Not to Exceed: \$948,136.65

OUTCOMES: Vendor's services will result in quality gymnasium equipment for Chicago Public Schools.

COMPENSATION: Vendor shall be paid as follows: based upon the actual items ordered at the specified unit prices in the written agreement in an amount not to exceed the sum of \$948,136.65 during the extension period.

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

AFFIRMATIVE ACTION: The M/WBE goals for this contract include:

26% total MBE, 16% total African American, 7.5% total Hispanic, 2% total Asian and 5% total WBE. However, the Waiver Review Committee recommends that a partial waiver of the participation goals for this contract as required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE PLAN) be granted due to good faith efforts demonstrated.

Total African American 2.7%

BPS Staffing \$15,000.00 1.6%
200 N. LaSalle- Ste 1900
Chicago, IL 60601 certified until June 30, 2002

Smith Movers, Inc. \$10,000.00 1.1%
7150 S. Halsted St.
Chicago, IL 60621 certified until July 31, 2002

Total Hispanic 95%

Grizzly Peak, Inc \$875,450.50 95%
3052 N. Rockwell
Chicago, IL 60618 certified until June 30, 2002

Total Asian .3%

EC Purdy & Associates \$3,000.00
53 West Jackson Blvd, Ste. 1631
Chicago, IL 60604 certified until August 31, 2002

Total WBE 1.1%

Labor Temps, Inc. \$10,000.00 1.1%
2147 N. Western
Chicago, IL 60647 certified until August 31, 2002

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

FINANCIAL: Charge to Capital Planning: \$948,136.65 Fiscal Year: FY04
Budget Classification: 0944-458-000-9311-5400
Source of Funds: Capital Funds

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.

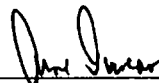
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obara
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