

**APPROVE EXERCISING THE SECOND OPTION TO EXTEND THE AGREEMENT WITH JENSEN WINDOW CORPORATION FOR FURNISHING OF ALUMINUM REPLACEMENT WINDOWS**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the second option to extend the agreement with Jensen Window Corporation for furnishing of aluminum replacement windows to the Department of Operations at a cost during the option period not to exceed \$7,000,000. A written extension agreement for Vendor's services is currently being negotiated. No payment shall be made to Vendor prior to the execution of the 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.: 02-250018 CONTRACT ADMINISTRATOR: Carol Scaggs (773) 553-2290**

**VENDORS:** Jensen Window Corporation  
7941 West 100<sup>th</sup> Place  
Bridgeview, IL 60455  
Contact person: Jeff Jensen  
(708) 599-5990  
Vendor #38000

**USER:** Department of Operations- Capital  
125 South Clark-17<sup>th</sup> Floor  
Kristine Rull  
(773) 553-2355

**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report 02-0925-PR05) was for a term commencing October 1, 2002 and ending September 30, 2003, with the Board having two (2) options to renew for a period of twelve months each. The agreement was extended for a term commencing October 1, 2003 and ending September 30, 2004 (authorized by Board Report 03-1022-PR11). The original agreement was awarded pursuant to a duly advertised Bid Solicitation (Specification 02-250018).

**RENEWAL TERM:** This agreement shall be extended for a term commencing November 1, 2004 ending April 30, 2005. Vendor will render no services between October 1, 2004- October 31, 2004, and will not be paid for any services during that time.

**OPTION PERIOD REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** Vendor will continue to furnish aluminum replacement window, as needed, and will also continue to provide the following services:

- Initiate and conduct a training program for all CPS pre-qualified windows installation vendors on an annual basis
- Measure existing windows
- Prepare shop drawings for approval by Architect
- Furnish and deliver the windows to the site when scheduled by the installing contractor as specified per the accepted unit prices for each type of window and associated items
- Provide a representative to handle: inventory and inspect windows and loose materials as they are unloaded in the presence of purchaser and installing contractor; warranty; post-installation inspection and certification
- Provide insurance as stated in the agreement

**DELIVERABLES:** Vendor will continue to furnish aluminum replacement windows for Chicago Public Schools as required.

**OUTCOMES:** Vendor's services shall result in good quality aluminum replacement windows for Chicago Public Schools at competitive prices.

**COMPENSATION:** Replacement windows will be ordered as deemed necessary by the Board. Vendor is not guaranteed any payment, other than for specific replacement windows ordered by the Board in accordance with the unit prices contained in the written agreement. The total compensation amount during this extension period shall not exceed \$7,000,000.00.

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

**AFFIRMATIVE ACTION:** This contract is in compliance with the goals of the Revised Remedial Plan for Minority and Women Business Enterprise Economic Participation (M/WBE Plan). As per the Special Conditions of the contract the vendor has successfully entered into a Mentor/ Protégé agreement with a minority owned company.

The vendor has identified and scheduled the following company:

**Total African American – 30%**

ASC Window Corporation (AA)

7649 S. Racine Ave.

Chicago, IL 60620

certified until 05/2006

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

**FINANCIAL:** Charge to Operation: \$7,000,000 Fiscal Year: FY05  
Budget Classification: Various Capital Funds  
Source of Funds: Capital Fund

**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.

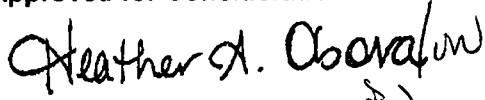
**Conflicts –** The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board member during the one year period following expiration or other termination of their 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:



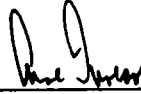
Heather A. Obora  
Chief Purchasing Officer

Within Appropriation:



John Maiorca  
Chief Financial Officer

Approved:



Arne Duncan  
Chief Executive Officer

Approved as to legal form:



Ruth Moscovitch  
General Counsel