

APPROVE ENTERING INTO AGREEMENTS WITH INDUSTRIAL FENCE, INC. AND FENCE BUILDERS OF ILLINOIS, INC FOR WOOD AND STEEL FENCING INSTALLATION AND REMOVAL SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with Industrial Fence, Inc. and Fence Builders of Illinois, Inc. to provide wood and steel fencing installation and removal services to Chicago Public School at a cost not to exceed \$800,000. Vendors were selected on a competitive basis pursuant to Bid Solicitation (Specification No. 06-250020). Written agreements for Vendor's services are available for signature. No services shall be provided by any Vendor and no payment shall be made to any Vendor prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

VENDORS:

- | | | | |
|----|---|----|--|
| 1. | Fence Builders of Illinois, Inc.
1129 E. Treeline Dr.
Lockport, IL 60441
Lois L. Lindeman
(815) 836-8064
Vendor #28908 | 2. | Industrial Fence, Inc.
1300 S. Kilbourn Ave.
Chicago, IL 60623
Miguel SaHijeral
(773) 521-9900
Vendor # 31847 |
|----|---|----|--|

USER: Department of Operations
125 South Clark-17th Floor
Kristine Rull
(773) 553-2355

TERM: The term of each agreement shall commence on July 27, 2006 and shall end June 26, 2007. Each agreement shall have two options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate each agreement with 30 days written notice.

SCOPE OF SERVICES: Industrial Fence, Inc. will provide wood and steel fencing installation and removal in regions 1, 2 and 3. Fence Builder of Illinois Inc. will provide wood and steel fencing installation and removal in regions 4, 5 and 6.

DELIVERABLES: Vendors will provide wood and steel fencing installation and removal services.

OUTCOMES: Vendors' services will result in the enhancement and beautification of various school sites.

COMPENSATION: Vendors shall be paid in accordance with the unit pricing contained in their contracts; total compensation not to exceed the sum of \$800,000 in the aggregate for one year period.

REIMBURSABLE EXPENSES: None.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate the 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 monthly basis.

The vendors have identified and scheduled the following firms and percentages:

Industrial Fence

Total MBE – 95%

Industrial Fence, Inc. (H) – 95%

1300 S. Kilbourn Avenue
Chicago, Illinois 60623 certified through 09/01/2006

Total WBE – 5%

Brennan Steel, Inc.
777 Industrial Drive
University Park, Illinois 60466 certified through 10/01/2006

Fence Builders of Illinois

Total MBE – 26%

Nak-Man Corporation (A) – 26%

5500 W. Touhy Ave.
Skokie, Illinois 60077 certified through 09/15/2006

Total WBE – 74%

Fence Builders of Illinois, Inc.
1129 E. Treeline Drive
Lockport, Illinois 60441 certified through 09/01/2006

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

FINANCIAL: Charge to Operations: \$800,000 Fiscal Year: FY2007
Budget Classification: 0948-474-5400-9567-000-2007
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.

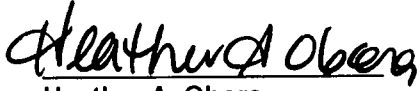
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), 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:



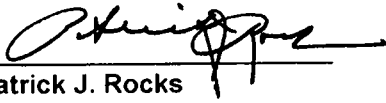
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Patrick J. Rocks
General Counsel