

**APPROVE ENTERING INTO AN AGREEMENT WITH JENSEN WINDOWS CORPORATION  
FOR SUPPLY AND INSTALLATION OF ALUMINUM AND HOLLOW METAL WINDOWS**

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

Approve entering into an agreement with Jensen Windows Corporation for supply and installation of aluminum and hollow metal windows for the Board of Education at a cost not to exceed \$30,000,000. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No.: 06-250052). A written agreement for Vendor's services is available for signature. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of the written 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 agreement is stated below.

**VENDOR:** Jensen Window Corporation  
7641 W. 100<sup>th</sup> Place  
Bridgeview, IL 60455  
Jeffrey W. Jensen  
(708) 599-5990  
(708) 599-6158 (fax)  
Vendor #38000

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

**TERM:** The term of this agreement shall commence on April 1, 2007 and shall end March 31, 2009. This agreement shall have two (2) options to renew for periods of one (1) year each.

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

**SCOPE OF SERVICES:** Vendor shall provide any and all good and services necessary for the supply and installation of windows and associated specified accessories to any and all Board of Education locations (which include, but are not limited to Chicago Public Schools sites) as determined by the Board.

**DELIVERABLES:** Vendor shall supply and install aluminum and hollow metal windows.

**OUTCOMES:** Vendor's services will result in quality supply and installation of aluminum and hollow metal windows.

**COMPENSATION:** Windows will be ordered as deemed necessary by the Board. Vendor is not guaranteed any payment, other than for specific windows ordered by the Board in accordance with unit prices contained in the written agreement. The total compensation amount shall not exceed \$30,000,000.

**REIMBURSABLE EXPENSES:** None.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement. Authorize Chief Operating Officer to execute all ancillary documents required to administer or effectuate this 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 participation goals for the contract include: 26% total MBE and 5% total WBE.

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

**Total MBE% - 26%**

ASC Window Corporation (AA) – 21%

7649 S. Racine Avenue

Chicago, Illinois 60620

Contact: Trevor Smith

certified through 09/01/2007

Tecnica Environmental Services, Inc. (H) – 5%

1612 West Fulton Street

Chicago, Illinois 60612

Contact: Jim Crowley

certified through 09/01/2007

**Total WBE% - 5%**

G.I.R.L. Max, Inc.

5652 S. Ashland Avenue

Chicago, Illinois 60636

Contact: Dora Rhodes

certified through 12/01/2007

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

**FINANCIAL:** Charge to Operations: \$30,000,000 Fiscal Year: FY2007  
Budget Classification: 12150 474-54105-009567-2007  
12150-TBD-54105-009567-2008  
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.

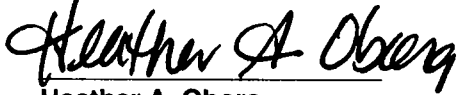
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

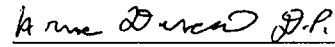
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obora  
Chief Purchasing Officer

Approved:



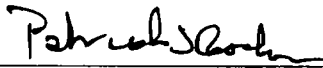
Arne Duncan  
Chief Executive Officer

Within Appropriation:



John Maiorca  
Chief Financial Officer

Approved as to legal form 



Patrick J. Rocks  
General Counsel