

**APPROVE ENTERING INTO AN AGREEMENT WITH LIPPERT INC.  
FOR THE PURCHASE OF HOLDING AND TRANSPORT EQUIPMENT**

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

Approve entering into an agreement with Lippert Inc. for the purchase of lunchroom holding and transport equipment for Department of Logistics at a cost not to exceed \$250,000. Vendor was selected on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No.: 07-250016). A written agreement for this purchase is available for signature. No goods may be ordered or received 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:** Lippert Inc.  
600 W. 172<sup>nd</sup> Street  
South Holland, IL 60473  
David Wax  
(708) 333-6900  
(708) 333-3888 (fax)  
Vendor # 44636

**USER:** Department of Logistics  
125 South Clark-16 Floor  
Chicago, IL 60603  
Louise Esaian  
(773) 553-2830

**TERM:** The term of this agreement shall commence on August 1, 2007 and shall end July 31, 2008. This agreement shall have one (1) option to renew for a periods of (1) one year each or any shorter time as determined by Board. The price set forth in the agreement shall be firm for any renewal

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

**DESCRIPTION OF PURCHASE:**

Goods: lunchroom holding and transport equipment  
Quantity: as required by the Board  
Unit Price: as indicated in the contract  
Total Cost Not to Exceed: \$250,000

**OUTCOMES:** This purchase will result in quality lunchroom holding and transport equipment.

**COMPENSATION:** Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of \$250,000.

**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%

Arrow Lumber Co.  
5820 South Ashland Avenue  
Chicago, Illinois 60636  
Contact: Donald Beal

certified through 07/01/2007

Total WBE – 5%

Fran's Construction Services, Inc.  
1140 Hillside Avenue  
Antioch, Illinois 60002  
Contact: Fran Singer

certified through 11/01/2007

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

**FINANCIAL:** Charge to Logistic: \$250,000 Fiscal Year: FY08  
Budget Classification: 12050-478-55005-256009  
Source of Funds: Lunchroom

**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.

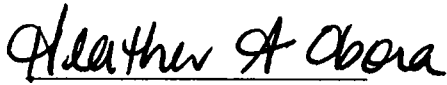
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

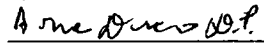
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



**Heather A. Obara  
Chief Purchasing Officer**

**Approved:**



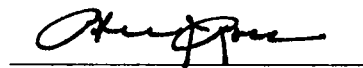
**Arne Duncan  
Chief Executive Officer**

**Within Appropriation:**



**Pedro Martinez  
Chief Financial Officer**

**Approved as to legal form:**



**Patrick J. Rocks  
General Counsel**