

**RATIFY EXERCISING THE FIRST OPTION TO RENEW THE AGREEMENT WITH INDUSTRIAL FENCE, INC. FOR WOOD AND STEEL FENCING INSTALLATION AND REMOVAL SERVICES**

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

Ratify exercising the first option to renew the agreement with Industrial Fence, Inc. to provide wood and steel fencing installation and removal services to the Chicago Public Schools at a cost for the option period not to exceed \$800,000. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:**

Industrial Fence, Inc  
1300 South Kilbourn  
Chicago, IL 60623  
Miguel Sahijeral  
773-521-9900  
Vendor # 31847

**USER:**

Facility Operations & Maintenance  
125 South Clark Street 16th Floor  
Chicago, IL 60603  
David Allen  
773-553-2049

**ORIGINAL AGREEMENT:**

The original Agreement (authorized by Board Report 07-0627-PR10) in the amount of \$800,000 is for a term commencing July 1, 2007 and ending June 30, 2008, with the Board having two options to renew for one year each. The original agreement was awarded on a competitive basis pursuant to duly advertised Bid Solicitation (Specification No. 07-250011).

**OPTION PERIOD:**

The term of this agreement is being extended for one year commencing July 1, 2008 and ending June 30, 2009.

**OPTION PERIODS REMAINING:**

There is one option period for one year remaining.

**SCOPE OF SERVICES:**

Vendor shall continue to provide wood and steel fencing installation and removal for Chicago Public Schools.

**DELIVERABLES:**

Vendor will continue to provide wood and steel fencing installation and removal services.

**OUTCOMES:**

Vendor's services will result in the enhancement and beautification of various school sites.

**COMPENSATION:**

Vendor shall be paid during this option period as follows: in accordance with the unit price contained in the contract: total compensation not to exceed the sum of \$800,000.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Operating Officer to execute all ancillary documents required to administer or effectuate this option agreement.

**AFFIRMATIVE ACTION:**

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Construction Projects (M/WBE). The M/WBE participation goals for this contract include: 30% total MBE participation and 7% total WBE participation. The Vendor has identified and scheduled the following firms and percentages:  
Total MBE: 93%: Industrial Fence, Inc. (H); 1300 S. Kilbourn Avenue, Chicago, IL 60626; certified through 11/01/2008  
Total WBE: 7%:Azteca Supply Company; 600 West 41st Street, Chicago, IL 60609; certified through 12/01/2008

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Operations: \$800,000  
Fiscal Year: FY09  
Source of Funds: Capital Funds - Facility Site Improvement

Xxxxx-Xxx-Xxxxx-Xxxxxx-Xxxxxx-2009 \$800,000.00

**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:



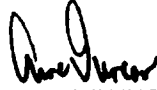
HEATHER A. OBORA  
Chief Purchasing Officer

Within Appropriation:



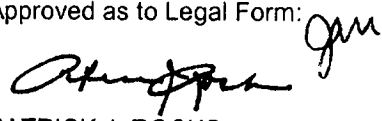
PEDRO MARTINEZ  
Chief Financial Officer

Approved:



ARNE DUNCAN  
Chief Executive Officer

Approved as to Legal Form:



PATRICK J. ROCKS  
General Counsel