

July 27, 2005

AMEND BOARD REPORT 05-0323-PR6
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 the Department of Operations at a cost not to exceed ~~\$700,000~~ \$1,400,000 in the aggregate. Vendors were selected on a competitive basis in accordance with Board Rule 5-4.1 pursuant to a duly advertised bid solicitation (Specification No. 04-250196). Written agreements for each Vendor's services are available for signature. No services shall be provided by either Vendor and no payment shall be made to such Vendor prior to the execution of such Vendor's written agreement. The authority granted herein shall automatically rescind in the event written agreements are not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

This amendment is necessary to increase the dollar amount of the contract by \$700,000. This increase is necessary to correct the dollar amount because the initial dollar amount was not enough for funding for each vendor. No written amendment to the agreements is required.

VENDORS:	1. Industrial Fence, Inc. 1300 S. Kilbourn Ave Chicago, IL 60623 Miguel Saltijeral (773) 521-9900 Vendor # 31847	2. Fence Builders of Illinois, Inc. 1129 E. Treeline Dr. Lockport, IL 60441 Lois L. Linderman (815) 836-8064 Vendor # 28908
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USER: Department of Operations
125 South Clark-16th Floor
Lynn Moore
(773) 553-3511

TERM: The term of each agreement shall commence on April 1, 2005 and shall end March 31, 2006. Each agreement shall have (2) options to renew for periods of (1) year 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 services for schools and facilities located in Regions 1,2 and 3. Fence Builders of Illinois, Inc. will provide wood and steel fencing installation and removal services for schools and facilities located in Regions 4,5 and 6.

DELIVERABLES: Vendors will provide wood and steel fence 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 ~~\$700,000~~ \$1,400,000 in the aggregate.

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 these 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.

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

FINANCIAL: Charge to Operations: ~~\$700,000~~ \$1,400,000 Fiscal Year: FY05&06
Budget Classification: 0948-464-000-9567-5400
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.

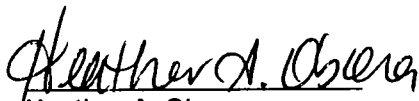
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

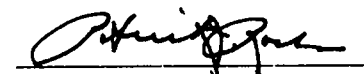
Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation:


John Maiorca
Chief Financial Officer

Approved as to legal form. 


Patrick J. Rocks
General Counsel