

August 25, 2004

**APPROVE ENTERING INTO AN AGREEMENT WITH ALLIED WASTE TRANSPORTATION INC. D/B/A NATIONAL WASTE SERVICES FOR WASTE REMOVAL SERVICES FOR CENTRAL OFFICE BUILDING****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Allied Waste Transportation Inc. d/b/a National Waste Services to provide waste removal services for the Central Office Building to the Department of Operations at a cost not to exceed \$60,000 for a two-year period. Vendor was selected on a competitive basis pursuant to a duly advertised bid solicitation (Specification # 04-250015). A written agreement for Vendor's services is available for signature. 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.

Specification No.: 04-250015

**VENDOR:** Allied Waste Transportation Inc. d/b/a National Waste Services  
2608 S. Damon Avenue  
Chicago, IL 60608  
James C. Lytle  
(773) 767-0164  
Vendor #41004

**USER:** Department of Operations  
125 South Clark-16<sup>th</sup> Floor  
Rebecca Grespan  
(773) 553-2909

**TERM:** The term of this agreement shall commence on September 1, 2004 and shall end August 31, 2006. This agreement shall have two options to renew for periods of 12 month each.

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

**SCOPE OF SERVICES:** Vendor will provide the following:

- Personnel, labor, disposal container, transportation, permits, insurance, bonding, licenses, equipment and other expert services necessary for the required collection.
- Emergency response along with crew size to support the services hereunder.
- Own and operate the collection vehicles and any machinery involved in the waste removal.
- Conduct and complete the work in a neat, clean, and workmanlike manner.
- Keep all equipment clean and free of construction related dirt, grime, splatters and dust and leave all equipment in ready to use condition for the Board.
- Furnish containers from 1 yard to 30 yards and/or dumpsters of various sizes and other types of waste hauling equipment on an needed basis for the collection of trash, construction debris, and other non-contaminated materials and cause its frequent removal and lawful disposal.

**DELIVERABLES:** Vendor shall provide licensed pick up and disposal of waste materials at 125 South Clark.

**OUTCOMES:** Vendor's services shall result in safe and healthy conditions at 125 South Clark.

**COMPENSATION:** Vendor shall be paid in accordance with the prices set forth in the contract; not to exceed the sum of \$60,000 for a 2-year period.

**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 the Chief Operating Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE goals for this contract as required by the Revised Remedial Plan be granted because the contract is of critical need.

The vendor has identified and scheduled the following firms:

Total MBE % - 35%

Total African American – 35%

Able Fuel Oil, Inc,  
8900 South Genoa Avenue  
Chicago, Illinois 60620  
\$ 21,000

certified through 08/01/04

Total WBE % - 10%

Illinois Bulk Carrier, Inc.  
700 E. Joe Orr Road  
Chicago Heights, Illinois 60411  
\$ 6,000

certified through 08/01/04

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

**FINANCIAL:** Charge to Operations: \$30,000 Fiscal Year: FY05  
\$30,000 Fiscal Year: FY06  
Budget Classification: 0643-210-000-4462-5400  
Source of Funds: General Education

**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.

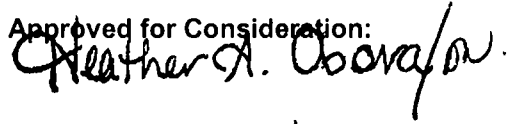
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board’s Indebtedness Policy adopted July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

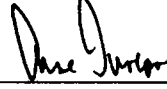
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Heather A. Obora *bst*  
Chief Purchasing Officer

Approved:



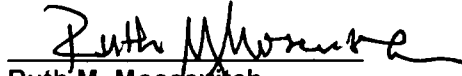
Arne Duncan  
Chief Executive Officer

Within Appropriation:



John Maiorca  
Chief Financial Officer

Approved as to legal form: *HW*



Ruth M. Moscovitch  
General Counsel *RM*