

**APPROVE ENTERING INTO AN AGREEMENT WITH NATIONAL WASTE SERVICES  
FOR SOLID WASTE DISPOSAL AND RECYCLING SERVICES FOR ALL  
CHICAGO PUBLIC SCHOOLS BUILDINGS**

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

Approve entering into an agreement with National Waste Services to provide solid waste disposal and recycling services for all Chicago Public Schools buildings to the Department of Operations at a cost not to exceed \$8,400,000 for a 2-year period. Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for Vendor's services is currently being negotiated. 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.: 04-250150A

Contract Administrator: Demetra Hinton

**VENDOR:** Allied Waste Transportation, Inc. d/b/a National Waste Services  
2608 S. Damen  
Chicago, IL 60608  
James C. Lytle  
(773) 797-0164  
Vendor # 41004

**USER:** Department of Operations  
125 South Clark- 16<sup>th</sup> Floor  
Roberta Fichter  
(773) 553-3264

**TERM:** The term of this agreement shall commence January 1, 2005 and shall end December 31, 2006. This agreement shall have one option to renew for a one year period.

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

**SCOPE OF SERVICES:** Vendor shall provide Solid Waste Disposal and Recycling Services to the Board, including collection of solid waste from Chicago Public Schools buildings and properties; provide containers; and recycle materials collected from Chicago Public Schools buildings and properties. Vendor will provide collection services at each Chicago Public Schools facility and property as needed, and implement and operate a successful recycling program that results in recycling of at least 50% of the aggregate solid waste collected. Vendor will also provide coordination and education personnel services to schools and other building occupants to inform students, staff, and building occupants about recycling and environmental issues.

**DELIVERABLES:** Collection and disposal of solid waste at all Chicago Public School buildings as required and recycling of 50% of the aggregate solid waste collected. Also monthly reports on quantities of materials collected and recycled.

**OUTCOMES:** Vendor's services will enable the Board to dispose of solid waste generated in CPS facilities and to recycle 50% of the aggregate solid waste collected.

**COMPENSATION:** Vendor shall be paid as invoiced; total compensation not to exceed \$8,400,000.

**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 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: 26% total MBE, 16% total African American, 7.5% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

The vendor has scheduled and identified the following firms:

**Total MBE% - 26%**

**African American – 16%**

Able Fuel Oil, Inc. – 6%  
8900 S. Genoa Avenue  
Chicago, Illinois 60620 certified through 06/01/2005

Brunt Brothers Transfer, Inc. – 4%  
1220 E. 75<sup>th</sup> Street  
Chicago, Illinois 60619 certified through 04/01/2005

Harmon's Motor Service, Inc. – 6%  
4542-52 W. Carroll Ave.  
Chicago, Illinois 60624 certified through 12/01/2004

**Hispanic – 10%**

United Transfer, Inc. – 10%  
2464 S. Laflin Ave.  
Chicago, Illinois 60608 certified through 07/01/2005

**WBE – 5%**

M & C Cartage, Inc. – 5%  
702 Chicago Road  
Thorton, Illinois 60476 certified through 08/16/2005

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

**FINANCIAL:** Charge to Operations: \$8,400,000  
FY05 - \$2,050,000  
FY06 - \$4,200,000  
FY07 - \$2,150,000  
Budget Classification: 0944-552-000-4450-5400  
Source of Funds: Operations & Maintenance

**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.

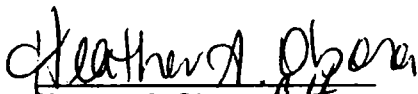
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

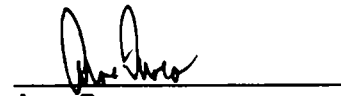
Ethics – The Board’s Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

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:**

  
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Heather A. Obora  
Chief Purchasing Officer

**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
John Maiorca  
Chief Financial Officer

**Approved as to legal form:**

  
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Ruth M. Moscovitch  
General Counsel