

AMEND BOARD REPORT 07-1219-PR2
**APPROVE ENTERING INTO AN AGREEMENT WITH ALLIED WASTE TRANSPORTATION INC. D/B/A
ALLIED WASTE SERVICES OF CHICAGO FOR SOLID WASTE DISPOSAL AND RECYCLING
SERVICES FOR ALL CHICAGO PUBLIC SCHOOLS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Allied Waste Transportation Inc. d/b/a Allied Waste Services of Chicago to provide solid waste disposal and recycling services for all Chicago Public Schools services at a cost not to exceed \$24,880,413.00. Vendor was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. # 07-250006). A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor 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 amended Board Report. Information pertinent to this agreement is stated below.

This amended Board Report is necessary to: (1) properly state the Compensation to be paid to the Vendor as a lump sum and not as a "not to exceed amount" and (2) reflect that the Board will be sharing in Recycling Revenue.

VENDOR: Allied Waste Transportation Inc. d/b/a Allied Waste Services of Chicago
2608 S. Damen
Chicago, IL 60608
Daniel Gorske
(773) 797-0116
(773) 579-1044 (fax)
Vendor # 62298

USER: Department of Operations
125 South Clark-17th floor
Chicago, IL 60603
Lynn Crivello
(773) 553-3113

TERM: The term of this agreement shall commence on January 1, 2008 and shall end December 31, 2012. The Board shall have one (1) option to extend the agreement for one (1) additional one (1) 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 collect solid waste and recyclable materials from Chicago Public School buildings and properties. The Vendor shall provide all labor, equipment, materials, supplies, support services and reporting to achieve timely and professional removal of solid waste and recyclable materials. In addition, the Vendor shall provide for the collection of recyclable hard-covered textbooks and materials from lockers cleaned out at the end of each semester.

The Vendor shall assist the Board in attaining its goal of recycling a minimum of fifty (50) percent by weight of the total quantity of solid waste collected under this agreement and achieving continuous improvement in recycling performance.

DELIVERABLES: Vendor will provide collection and disposal of solid waste at all Chicago Public School buildings and properties as required and recycling of 50% of the aggregate solid waste collected. Vendor will also provide monthly reports on quantities of materials collected and recycled and other reports as specified.

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: Consultant shall be paid as follows: upon invoicing ~~based upon the pricing set forth in agreement; not to exceed~~ the sum of \$4,502,728 in Year 1, \$4,727,864 in Year 2, \$4,964,257 in Year 3, \$5,212,470 in Year 4, \$5,473,094 in Year 5, payable in equal monthly installments.

RECYCLING REVENUE: Consultant shall pay the Board 25% of the average price of Old Corrugated Cardboard multiplied by the total tonnage of all clean recyclable material received from the Board during the previous calendar quarter.

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 Chief Operation Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: This contract is in full compliance with the requirements of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts. The M/WBE goals set for this contract are: 30% total MBE participation and 7% total WBE participation.

The vendor has identified and scheduled the following firms and percentages:

Total MBE – 30%

Able Fuel Oil (AA) – 15%
8900 S. Genoa Avenue
Chicago, Illinois 60620
Contact: Donald Green certified through 05/01/2008

Russell Gardenia Trucking Co.(AA) – 15%
3415 West 72nd Street
Chicago, Illinois 60629
Contact: Russell McClure certified through 09/01/2008

Total WBE – 7%

West Fuels
72 S. LaGrange Rd. Suite 7
LaGrange, Illinois 60525
Contact: Deborah Strange certified through 12/01/2007

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

FINANCIAL: Charge to Operations: \$24,880,413
Fiscal Year: FY08/09- \$4,502,728 (January 1, 2008-December 31, 2008)
Fiscal Year: FY09/10- \$4,727,864 (January 1, 2009-December 31, 2009)
Fiscal Year: FY10/11- \$4,964,257 (January 1, 2010-December 31, 2010)
Fiscal Year: FY11/12- \$5,212,470 (January 1, 2011-December 31, 2011)
Fiscal Year: FY12/13- \$5,473,094 (January 1, 2012-December 31, 2012)
Budget Classification: 11880-230-54105-254002-000000-2008
January 1, 2008- June 30, 2008- \$2,251,364 –encumber under P.O. #1405622
Source of Funds: PBC O&M

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:

Approved:

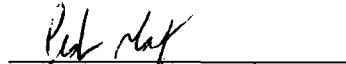


**Heather A. Obora
Chief Purchasing Officer**



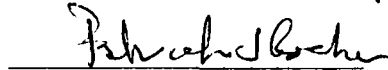
**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**Pedro Martinez
Chief Financial Officer**

Approved as to legal form: 



**Patrick J. Rocks
General Counsel**