

APPROVE ENTERING INTO AN AGREEMENT WITH CDM SMITH, INC. FOR WASTE CONSULTANT SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with CDM Smith, Inc. to provide waste consulting services to the Department of Facility Operations at a total cost not to exceed \$125,000. CDM Smith was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification No. 12-250051). A written agreement for Vendor's services is currently being negotiated. No services shall be provided by CDM Smith and no payment shall be made to CDM Smith prior to 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 Number : 12-250051

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

CONSULTANT:

- 1) Vendor # 33475
CDM SMITH, INC (FORMERLY CAMP
DRESSER & MCKEE, INC)
125 S. WACKER DR., STE 600
CHICAGO, IL 60606
Chris Martel
312 346-5000

USER INFORMATION :

Project
Manager: 11880 - Facility Opers & Maint - City Wide

125 South Clark Street 17th Floor

Chicago, IL 60603

Mcdermott, Ms. Meredith C.

773-553-2960

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end 12 months thereafter. This agreement shall have 2 options to renew for periods of 12 months each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

CDM Smith will provide consultant support in evaluation of the current solid waste disposal and recycling services to determine potential cost-savings, performance management improvement, and strategic planning in the development and execution of a new waste and recycling contract.

DELIVERABLES:

CDM Smith will provide solid waste and recycling subject-matter experts to assist the Board in collecting and analyzing necessary information that will optimize the procurement of waste and recycling collection services. CDM Smith will develop a comprehensive cost-savings and performance-based waste and recycling services strategy that will provide the necessary foundation for a new waste/recycling contract that best suits the Board's financial, operational and environmental goals. CDM Smith will assist the Board in writing and executing a bid solicitation for waste and recycling services, and advise in the vendor selection process.

OUTCOMES:

Vendor's services will result in cost savings and increased transparency with a waste and recycling hauler(s) under the associated district contract to be developed and executed. CDM Smith's strategic planning will evaluate and improve the platform from which the Board provides district-wide waste disposal, recycling services and supports innovation in sustainability. The outcome of Consultant services will be a bid solicitation that will secure a new waste contract.

COMPENSATION:

Vendor shall be paid as follows: upon invoicing and satisfactory completion of tasks detailed in the contract scope, based upon the price assigned each deliverable. Additional tasks to support improvement in sustainability program alternatives are anticipated and assigned a value of \$25,000. The total compensation payable to CDM Smith during the initial contract term shall not exceed the sum of \$125,000.00.

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 of Facility Operations to execute all ancillary documents required to administer or effectuate this 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 Goods and Services Contracts. The MBE/WBE goals for this contract are 25% total MBE and 5% total WBE participation.

The awarded vendor has identified and scheduled the following:

Total MBE - 25%

GSG Consultants, Inc.
855 West Adams, Suite 200
Chicago, Illinois 60607
Contact: Arturo Saenz

Total WBE - 5%

Carnow, Conibear & Assoc., Ltd.
600 West Van Buren Street, Suite 500
Chicago, Illinois 60607
Contact: Dave Kedrowski

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 230 Parent Unit: 11800 Charge to the Department of Facility Operations & Maintenance:
\$125,000 FY13: \$125,000

CFDA#: Not Applicable

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 May 25, 2011 (11-0525-PO2), 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:



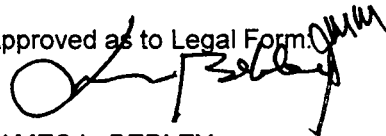
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel