

June 27, 2001

APPROVE ENTERING INTO MASTER AGREEMENTS WITH NATIONAL WASTE SERVICES, INC., AND WASTE MANAGEMENT, OF ILLINOIS, D/B/A WASTE MANAGEMENT METRO, TO PROVIDE WASTE REMOVAL SERVICES FOR THE SELF DIRECTED CHICAGO PUBLIC SCHOOLS

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into master agreements with the firms listed below to provide waste removal services to the Self Directed Chicago Public Schools at a cost not to exceed \$1,500,000.00 in the aggregate for the entire contract period. Vendors were selected pursuant to a duly advertised Request for Qualifications/Proposals (Specification # 00-250800). A written agreement for each vendor is currently being negotiated. No services shall be rendered and no payment shall be made to any vendor prior to the execution of their written master agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification No: 00-250800

VENDORS:	1. National Waste Services, Inc. 2608 South Damen Avenue Chicago, Illinois 60608 Contact Person: Jim Lytle (773) 579-3600	2. Waste Management of Ill. (dba Waste Management Metro) 1500 North Hooker Street Chicago, Illinois 60622 Contact Person: Coleen Giles (312) 915-4766
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USERS: Maintenance Engineer of each Self Directed Chicago Public Schools will notify the available vendor on an as needed basis for collection.

TERM: The term of each agreement shall commence on August 1, 2001 and end July 31, 2003, with the Board having two (2) one (1) year renewal options.

SCOPE OF SERVICES: Vendor shall provide all personnel, labor, disposal containers, transportation, permits, insurance, bonding licenses, equipment and expert services for the required collection and legal disposal of non-contaminated waste materials from the Self Directed Chicago Public Schools.

DELIVERABLES: Each vendor will furnish compactor containers and dumpsters from 20 yard capacity and higher as well as other types of waste hauling equipment on an as needed basis for the collection of trash, construction debris, and other non-contaminated materials.

OUTCOMES: The services of these vendors will result in a successful and effective clean up of waste or irregular bulk type waste removal for the Self Directed Chicago Public Schools.

SERVICE REQUEST: Requests will vary depending on the needs of each Self Directed Chicago Public Schools. First preference will be given to the vendor with the lower cost. In the event the first preference is not able to provide the services, the secondary choice will be utilized.

COMPENSATION: Each vendor shall be paid flat rates as follows:

REMOVAL SERVICES	NATIONAL WASTE SERVICES, INC.	WASTE MANAGEMENT OF ILL. (dba Waste Management Metro)
Compactor Hauling 20 yard: \$240.00	24 hrs, 7 days/week	\$365.00 M-F 4:00AM-5:00PM, Sat before 12:00PM
“ “ 30 yard: \$325.00	“	\$365.00 “
“ “ 40 Yard: \$350.00	“	\$365.00 “
Other	N/A	If over 6 ton, \$40.00/ton extra
Dumpster Hauling 20 yard: \$250.00	24 hrs, 7 days/week	\$290.00 M-F 4:00AM-5:00PM, Sat before 12:00PM
“ “ 30 yard: \$290:00	“	\$290.00 “ “
“ “ 40 yard: \$320.00	“	N/A
Other	N/A	If over 4 ton, \$40.00/ton extra
Hauling for irregular bulk waste	per ton: \$ 39.00 24 hrs, 7 days/week	\$ 40.00 M-F 4:00AM-5:00PM, Sat before 12:00PM
“	per bag: \$ 1.00	\$ 15.00/yard “ “
“	per drum: \$ 3.00	N/A
“	per pallet:\$ 5.00	N/A
Cost per permit per service:	\$75.00 Outside of Central District	\$150.00 If box is located on Chicago property
Extra cost per emergency call: \$00.00		\$200.00 After 5:00PM weekdays, Sat and Sun after 12.00PM

The total compensation to both vendors shall not exceed \$1,500,000.00 for the entire contract period.

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.

AFFIRMATIVE ACTION: As a condition of this award, this firm agrees to comply with the provisions of the Revised Remedial Plan for M/WBE Economic Participation and agrees to make every effort to achieve full compliance with the goals for this program. The M/WBE goals for this program/project are: 26% Total MBE, 16% Black, 7.5% Hispanic, 2% Asian and 5% WBE.

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

FINANCIAL: Charge to each Self Directed City of Chicago Public School

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.

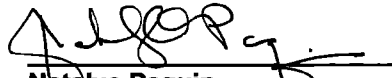
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

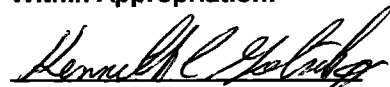
Approved for Consideration:


Natalye Paquin
Chief Purchasing Officer

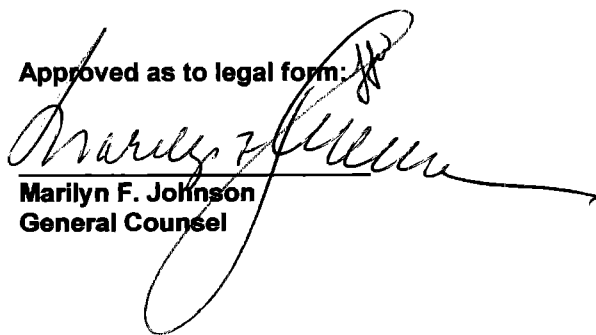
Approved:


Paul G. Vallas
Chief Executive Officer

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel