

**APPROVE ENTERING INTO AN AGREEMENT WITH AMERESCO, INC FOR NATURAL GAS
MANAGEMENT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Ameresco, Inc. to provide natural gas management services to the Department of Facilities at a cost not to exceed \$135,000 annually. Consultant was selected on a competitive basis pursuant to a duly advertised Request for Proposals (Specification No.: 09-250008). A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant 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.

Contract Administrator: Patricia Hernandez

VENDOR:

1)
Ameresco, Inc
111 Speen Street., Ste 410
Framingham, Ma 01701
Mark Fischer
508-661-2200
610-280-9414
Vendor # 97803

USER:

Facility Operations & Maintenance
125 South Clark Street 16th Floor
Chicago, IL 60603
Brian Martin
773-553-3748

TERM:

The term of this agreement shall commence on July 1, 2009 and shall end June 30, 2012. This agreement shall have two options to renew for periods of one year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Consultant shall provide program management and technical advisory services required for the Board of Education Natural Gas Program. The primary objective of the natural gas program is to implement a reliable, cost-efficient, and risk managed approach to the procurement of natural gas which will allow the Board to procure natural gas at a saving as measured against procurement of natural gas from the local distribution company.

The key administrative and technical services are as follows:

- a) Prepare and submit periodic natural gas nominations for participating public school and manage the procurement of natural gas.
- b) Monitor the natural gas usage and storage for all the Board's facilities.
- c) Provide the Bard with weekly aggregate reports documenting usage during the heating season.
- d) Verify the statistical accuracy of the local distribution company and natural gas supplier invoices and investigate and reconcile discrepancies as may arise involving gas flow, unit cost, and usage date

reported by the local distribution company or natural gas supplier.

e) Advise the Board's staff on the full range of cost saving strategies in the natural gas industry (e.g. market analysis, risk management strategies, etc).

f) Maintain a database for tracking usage and cost by facility, potential cost savings, etc. and report results to the Board.

DELIVERABLES:

Consultant will deliver the following:

a) Prepare and submit periodic natural gas nominations for the district and manage the procurement of natural gas which secures the Board from exposure to supply imbalance penalties and other forms of ancillary cost not directly related to the proper procurement, deliver, and usage of natural gas.

b) Provide the Board with monthly aggregate reports documenting usage during the heating season.

c) Verify statistical accuracy of the local distribution company and natural gas supplier invoices and investigate and reconcile discrepancies as may arise involving gas flow, unit cost, and usage date reported by the local distribution company or natural gas supplier.

d) Advise the Board's staff on a full range of cost savings strategies in the natural gas industry (e.g. market analyses, risk management strategies, etc.).

OUTCOMES:

Consultant's services will result in the reliable, cost efficient, and risk managed approach to the procurement of natural gas.

COMPENSATION:

Consultant shall be paid as follows: Equal monthly payments; total not to exceed the sum of \$135,000 annually.

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 Property Officer 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 Business Enterprise (M/WBE Plan) Participation in Goods and Services Contracts. The M/WBE participation goals for this contract include 35% total MBE and 5% total WBE. The vendor has identified and scheduled the following firms:

Total MBE: 40%

Shelton Solutions, Inc.
7643 South Indiana Ave.
Chicago, IL 60619

Utilivate Technologies
203 N. LaSalle St. suite 2100
Chicago, IL 60601

Total WBE: 5%

Design Verification International, Ltd.
332 S. Michigan Avenue
Chicago, IL 60604

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Facilities: \$135,000 Fiscal Year: 09/10

Source of Funds: Operations and Maintenance

12150-436-54105-253531-011128-2009	\$11,250.00
12150-436-54105-253531-011128-2010	\$135,000.00

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.

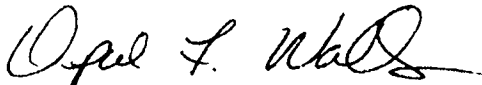
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



Opal L. Walls
Chief Purchasing Officer

Within Appropriation:



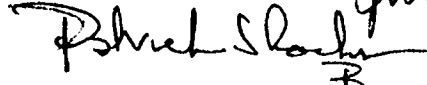
PEDRO MARTINEZ
Chief Financial Officer

Approved:



Ron Huberman
Chief Executive Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel