

AMEND BOARD REPORT 09-0624-PR34
**APPROVE ENTERING INTO AN AGREEMENT WITH STERICYCLE, INC. FOR BLOODBORNE
 PATHOGENS SUPPLIES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Stericycle, Inc. to provide bloodborne pathogens supplies to the ~~Department of Human Resources~~ Office of Special Education and Supports at a cost not to exceed ~~\$2,250,000~~ \$805,668.30. Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for Vendor's services is currently available for signature. 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 Board Report. Information pertinent to this agreement is stated below.

This September amended Board Report is necessary to i) change the user department from the Office of Human Resources to the Office of Special Education and Supports; ii) decrease the not to exceed amount from \$2,250,000 to \$805,668.30; iii) add the FY 2011 budget classification for the Office of Special Education and Supports; and, iv) reduce the not to exceed amount of each renewal to \$225,000. A written amendment to the agreement is required.

Specification Number : 08-250043
 Contract Administrator : Felicia Carwell / 773-553-2289

VENDOR:

- 1) Vendor # 31084
 STERICYCLE, INC.
 28161 N. KEITH DRIVE
 LAKE FOREST, IL 60045-0000
 Chad Gilbert
 847-943-6650

USER:

Citywide Special Education & Supports
 125 South Clark Street 8th Floor
 Chicago, IL 60603

Contact : Dr. Adrienne Scherenzel-Curry
 Phone: 773-553-3580

TERM:

The term of this agreement shall commence on July 1, 2009 and shall end June 30, 2011. This agreement shall have two options to renew for periods of one year each with the cost for each renewal period not to exceed ~~\$1,125,000~~ \$225,000.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide supplies and equipment, such as protective equipment packs, clean up kits and sharp containers, necessary to protect Board employees from bloodborne pathogens. Vendor shall provide mail-back kits, and upon receipt of mailed back materials properly dispose thereof.

DELIVERABLES:

Vendor will process supply orders, deliver supplies directly to schools, remove bio-hazardous waste from schools, accept bio-hazardous waste mailed back from schools, and bill for supplies on a monthly basis.

OUTCOMES:

Vendor's products will result in a safe work and learning environment at all CPS facilities.

COMPENSATION:

Vendor shall be paid as follows: monthly ~~as~~ invoices are submitted and verified in accordance with the prices set forth in the written agreement; total not to exceed ~~\$2,250,000~~ \$805,668.30 for the initial two year term, and not to exceed ~~\$1,125,000~~ \$225,000 during any renewal term.

REIMBURSABLE EXPENSES:

None.

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the ~~Chief Human Resources Officer~~ Chief Officer of Special Education and Supports 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 M/WBE goals for this agreement are 25% total MBE and 5% total WBE participation.

The Vendor has identified and scheduled the following:

Total MBE - 25%

Equity Industrial Supply, Inc.
1101 N. Ellsworth Ave.
Villa Park, Illinois 60181
Contact: Robert Butler

Total WBE - 5%

B & L Distributors, Inc.
7808 College Drive - Suite 4NE
Palos Heights, Illinois 60463
Contact: Donna Alm

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to the Department of Human Resources: \$2,250,000
Fiscal Year: 2010

Charge to sundry units, all operating funds, sundry programs, hospital insurance (account 57305)

Charge to the Office of Special Education and Supports \$225,000
Fiscal Year: 2011

11675-210-54105-253007-000000-2011

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 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

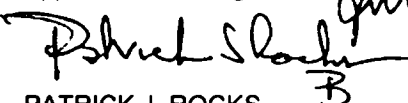
Approved:


RON HUBERMAN
Chief Executive Officer

Within Appropriation:


DIANA S. FERGUSON
Chief Financial Officer

Approved as to Legal Form:


PATRICK J. ROCKS
General Counsel