

**AUTHORIZE A NEW AGREEMENT WITH CARNOW, CONIBEAR AND ASSOCIATES, LTD FOR
WATER QUALITY TESTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Carnow, Carnibear & Associates, Ltd to provide Water Quality Testing services to all Chicago Public Schools, buildings and leased space at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-2. 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 their 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 : 18-350022

Contract Administrator : Barnes, Miss Allison V / 773-553-3241

VENDOR:

- 1) Vendor # 36789
CARNOW, CONIBEAR & ASSOC. LTD
600 WEST VAN BUREN STREET., STE 500
CHICAGO, IL 60607

Brian LoVetere
800 860-4486

Ownership - Brian Lovetere - 40%; Shirley A.
Conibear - 60%

USER INFORMATION :

PM Contact:
12150 - Capital/Operations - City Wide

42 West Madison Street

Chicago, IL 60602

Christlieb, Mr. Robert M.

773-553-2900

TERM:

The term of this agreement shall commence on September 1, 2018 and shall end on August 31, 2022. This agreement shall have one (1) option to renew for a period of four (4) years.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will manage, schedule, execute, document, communicate and report the water quality testing program for CPS to the relevant parties and schools.

DELIVERABLES:

Provide Water Quality Testing Services;
Follow CPS Protocols for sample collection, chain of custody, lab analysis, reporting and database management and updating;
Vendor to provide, manage and communicate testing schedule;
Vendor to photograph the first sample taken at each drinking water location;
Vendor shall submit on behalf of CPS the analytical results from the laboratory to the State of Illinois for each building each building tested. Analytical test results shall be submitted within seven (7) business days after receipt of results;
Vendor shall provide a summary statement for each building for communications purposes;
Laboratories will be IDPH Certified.

OUTCOMES:

Vendor's services will result in the water quality testing of approximately 25% of the District's schools, owned buildings and leased space per year. 100% of CPS schools, owned buildings and leased space are to be tested at least once over the four year term.

COMPENSATION:

Vendor shall be paid as follows: Per test fee and hourly rates as specified in contract. Estimated annual costs for the four (4) year term are set forth below:

\$500,000 FY19
\$500,000 FY20
\$500,000 FY21
\$500,000 FY22

Future year funding contingent upon future budget appropriation and approval.

REIMBURSABLE EXPENSES:

Vendor shall be reimbursed for the following expenses: transportation, photocopying, lab analytical costs, sampling supplies and such other expenses as specified in the agreement. Reimbursable expenses require prior approval of CPS' Environmental Manager or his/her designee. The total compensation amount reflected herein is inclusive of all reimbursable expenses.

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

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program) this contract is in full compliance the Business Diversity goals of 30% MBE and 7% WBE as the Prime vendor is 100% WBE.

The vendor has scheduled the following firm(s):

Total MBE: 30%
Environmental Analysis, Inc
1612 W. Fulton St Chicago IL 60612
Sara Munoz- Abramowicx

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund: 230
Capital/Operations
Unit 12150
\$500,000 FY19
\$500,000 FY20
\$500,000 FY21
\$500,000 FY22

Not to exceed \$2,000,000 for the four (4) year term.
Future year funding is contingent upon budget appropriation and approval

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.

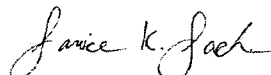
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



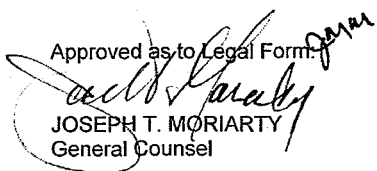
JONATHAN MAPLES
Chief Procurement Officer

Approved:



JANICE K. JACKSON
Chief Executive Officer

Approved as to Legal Form:



JOSEPH T. MORIARTY
General Counsel