APPROVE EXERCISING THE OPTION TO RENEW THE AGREEMENT WITH STERICYCLE, INC. FOR BLOODBORNE PATHOGENS SUPPLIES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve exercising the option to renew the agreement with Stericycle, Inc. for bloodborne pathogens supplies to be provided to the Office of Special Education and Supports at a cost for the option period not to exceed \$125,000.00. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to the execution of the written document. 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 this option is stated below.

Specification Number: 08-250043

Contract Administrator: Matthews, Ms. Trineda L. / 773-553-2250

VENDOR:

1) Vendor # 31084 STERICYCLE, INC. 28161 N. KEITH DRIVE LAKE FOREST, IL 60045-0000 Eric Schaeffer 847-367-5910

USER INFORMATION:

Contact:

11675 - Citywide Special Education Resource

125 South Clark Street 8th Floor

Chicago, IL 60603

Najera-Porte, Miss Rosalba

773-553-1880

ORIGINAL AGREEMENT

The original Agreement (authorized by Board Report #09-0624-PR34) in the amount of \$2,250,000.00 is for a term commencing July 1, 2009 and ending June 30, 2011, with the Board having 2 options to renew for a 1 year term each. The original agreement was awarded on a competitive basis pursuant to Board Rule 7-2.

OPTION PERIOD

The term of this agreement is being extended for 1 year commencing July 1, 2011 and ending June 30, 2012.

OPTION PERIODS REMAINING

There is 1 option period for 1 year remaining.

SCOPE OF SERVICES

Vendor will continue to 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 properly dispose of mailed back materials upon receipt.

DELIVERABLES

Vendor will continue to 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 during this option period as follows: monthly as invoices are submitted and verified in accordance with the prices set forth in the written agreement; toal not to exceed the sum of \$125,000.00 for this option period.

AUTHORIZATION

Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate this option 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 Office of Special Education and Supports \$125,000.00 Fiscal Year 2012

11675-210-54105-253007-000000-2012 \$125,000.00

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).

Wall

Approved for Consideration:

OPAL L. WALLS

Chief Purchasing Officer

Within Appropriation:

Chief Financial Officer

Approved:

Chief Executive Officer

Approved as to Legal Form

PATRICK J. ROCKS General Counsel