

APPROVE ENTERING INTO AN AGREEMENT WITH TROPICAL OPTICAL COMPANY TO PROVIDE PROFESSIONAL SERVICES AND EYE GLASSES FOR THE HEALTHY KIDS/HEALTHY MINDS: EXPANDED VISION PROGRAM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Tropical Optical Company to furnish professional services and eye glasses to the Office of Specialized Services pursuant to the Healthy Kids/Healthy Minds: Expanded Vision Program at a cost not to exceed \$2,500,000.00. Provider was selected on a competitive basis pursuant to Board Rule 5-4.1, per specification number 08-250038. A written agreement for Provider's services is currently being negotiated. No services shall be provided by Provider and no payment shall be made to Provider 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.

VENDOR:

1)
Tropical Optical Company
3624 W. 26th Street
Chicago, IL 60623
Daniel Arce
773-762-5662
Vendor # 28767

USER:

Citywide Special Education Resource
125 South Clark Street 8th Floor
Chicago, IL 60603
Kenneth Papineau
773-553-1830

TERM:

The term of this agreement shall commence on the date the agreement is executed and shall end July 31, 2009. This agreement shall have five (5) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Provider shall furnish comprehensive eye examinations ("eye examinations") to a minimum of 18,000 CPS students and shall provide prescription eye glasses to students, if needed. The Board will present an average of 300-500 students for eye examinations each day. Provider shall record all examination information during the exam and furnish students with a summary of their findings for their parent or guardian. Provider shall engage and maintain an adequate number of qualified and appropriately licensed employees, agents and subcontractors to complete the eye examinations.

DELIVERABLES:

The comprehensive eye examinations conducted by Provider shall, at a minimum, include the following components: 1. Complete case history; 2. Dilation per professional judgment; 3. Visual acuity at distance-unaided (mono plus binocular) and with last or habitual prescription and aided; 4. External examination, including pupil reactivity; 5. Internal examination (ophthalmoscope examination); 6. Retinoscopy; 7. Refractive status-subjective to best visual acuity at distance and subjective at near; 8. Measurement of binocularity (including veingences, phoric and accommodative ability) and ocular

motility; 9. Color vision screening; and 10. Glaucoma screening, including tonometry. Provider shall furnish prescription eye glasses to students who need them within three (3) weeks of the date of the student's eye examination.

OUTCOMES:

Provider's services will result in no fewer than 18,000 students receiving comprehensive eye examinations and eye glasses, if needed, during each year of the term.

COMPENSATION:

Funding for this program is contingent upon the Board's receipt of the annual grant. Provider shall submit monthly invoices for services and eye glasses furnished under the agreement. Pricing shall be as specified in the agreement; total compensation not to exceed \$2,500,000.00.

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 the Chief Specialized Services 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 Owned Business Enterprise Participation in Goods and Services contracts. The M/WBE goals are 25% MBE and 15% WBE.

The vendor has identified and scheduled the following firms and percentages:

Total MBE - 30%

Vision Health Management Services (AA)
5401 South Wentworth Ave, Suite 14C
Chicago, IL 60609
Contact: Addie Davis

Kopico, Inc.(H)
1444 W. 37th St.
Chicago, IL 60609
Contact: Jessie Chico

Total WBE - 20%

Sun Optics, Inc
2500 S. St. Louis Ave.
Chicago, IL 60623
Contact: Lucy Acre

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to: Office of Specialized Services: \$2,500,000.00 FY09
Source of Funds: ISBE-Healthy Kids/Healthy Minds

11675-324-54125-213002-399932-2009

\$2,500,000.00

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.

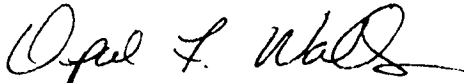
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



ARNE DUNCAN
Chief Executive Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel