

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

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Tropical Optical, Inc to furnish professional services and eye glasses to the Office of Specialized Services at a total cost not to exceed \$2,500,000.00. Tropical Optical was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification number 06-250055). A written agreement for Tropical Optical is currently being negotiated. No payment shall be made to Tropical Optical 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.

**CONSULTANT:** Tropical Optical, Inc  
3624 W. 26<sup>th</sup> St.  
Chicago, IL 60623  
Contact: Daniel Arce, Vice President  
Phone: (773)762-5662  
Vendor #: 28767

**USER:** Office of Specialized Services  
Coordinated School Health  
125 South Clark, 8<sup>th</sup> floor  
Contact: Dr. Renee Grant-Mitchell  
Phone: (773) 553-1800

**TERM:** The term of the agreement shall commence on November 16, 2006 and shall end June 30, 2007. The agreement shall have no options to renew.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate this agreement with 30 days written notice.

**SCOPE OF SERVICES:** Tropical Optical shall recruit and provide an adequate number of qualified vision service professionals and an adequate number of support staff to conduct comprehensive eye examinations to no fewer than eighteen thousand (18,000) CPS students during the term of the agreement and provide prescription eye glasses to those students who need them. It is anticipated that Tropical Optical shall provide services to a minimum 300 students each school day and that it shall need a minimum of 15 vision service professional and that these people must be available the entire day on each scheduled day. Tropical Optical shall coordinate scheduling of all vision services through the Office of Specialized Services Healthy Kids/Healthy Minds Expanded Vision Program Director. Tropical Optical shall work with a Board-selected evaluator to determine the efficacy of this program and shall furnish any and all quantitative and qualitative data requested by the Board and this evaluator.

**DELIVERABLES:** The: Comprehensive Eye Examination conducted by Tropical Optical shall, at a minimum, include the following components:

- Complete case history
- Visual acuity at distance—unaided (mono plus binocular) and with last or habitual prescription
- External examination, including pupil reactivity
- Internal examination with an ophthalmoscope
- Retinoscopy
- Refractive status—subjective to best visual acuity at distance and subjective at near
- Measurement of binocularity, including veingences, phoric and accommodative ability
- Color vision screening
- Glaucoma screening, including tonometry

Tropical Optical also shall manufacture, fit and dispense prescription eye glasses to the students who need them within 15 school days of the student's eye examination; and shall furnish a minimum of 5 fully-equipped vision chairs to provide the vision service.

**OUTCOMES:** As a result of Tropical Optical services, no fewer than 18,000 students shall receive comprehensive eye examinations and shall receive eye glasses, if needed, during the term of the agreement.

**COMPENSATION:** Tropical Optical shall submit monthly invoices for services and eye glasses furnished under the agreement. Pricing shall be as specified in the agreement. The total compensation payable to Tropical Optical shall not exceed \$2,500,000 in the aggregate.

**REIMBURSABLE EXPENSES:** None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Specialized Services Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:** This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include: 35 % total MBE, and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages

Total MBE: 80%

Sun Optics  
2500 South St. Louis Ave  
Chicago, IL 60623

Vision Health Management Systems  
5401 South Wentworth Ave, Suite 14C  
Chicago, IL 60609

Kopic, Inc.  
1444 W. 37<sup>th</sup> St.  
Chicago, IL 60609

Total WBE: 20%

Tropical Optical, Inc.  
3624 W. 26<sup>th</sup> St.  
Chicago, IL 60623

Meadows Office Supply  
880 Remington Rd.  
Schaumburg, IL 60173

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Office of Specialized Services: \$2,500,000

Fiscal Year: 2007

Budget Classification: 0965-239-940-3470-5410

Source of Funds: ISBE

**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.

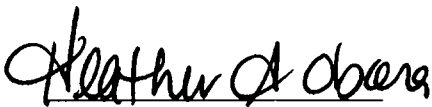
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

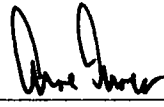
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



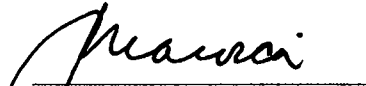
Heather A. Obora  
Chief Purchasing Officer

**Approved:**

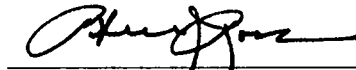


Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
John Maiorca  
Chief Financial Officer

**Approved as to legal form:** 

  
Patrick J. Rocks  
General Counsel