

**APPROVE ENTERING INTO AGREEMENTS WITH IT'S ABOUT TIME, A DIVISION OF HERFF JONES, INC.; PASCO SCIENTIFIC, INC; AND SCIENCE KIT, LLC
FOR THE PURCHASE OF IDS-HST SCIENCE EQUIPMENT AND MATERIALS KITS**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into agreements with It's About Time, a division of Herff Jones, Inc.; Pasco Scientific, Inc; and Science Kit, LLC (collectively the "Vendors") for the purchase of science equipment and materials for schools enrolled in the High School Transformation Support for the Instructional Development System (IDS) at a cost not to exceed \$6,500,000 in the aggregate. Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1. Written agreements for this purchase are available for signature. No goods may be ordered or received and no payment shall be made to Vendors prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each Vendor in the event their written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification No.: 09-250020

Contract Administrator: Pamela Seanior

VENDOR:

1.) It's About Time, a division of Herff Jones, Inc
84 Business Park Drive, Suite 307
Armonk, NY 10504
Contact: Cheryl Deese
773-279-3264
Vendor # 31837
Awarded:
9th Grade Environmental Science, (MSC)
10th Grade Chemistry & Physics Course (MSC)
11th Grade Physics Course (Loyola)

2.) PASCO, Scientific Inc.
10101 Foothills Blvd.
Roseville, CA 95747
Contact: Susan Albrecht
916-786-3800
Vendor # 18572
Awarded: (ALL)
9th Grade Probes/Sensors Biology
10th Grade Probes/Sensors Chemistry One
10th Grade Probes/Sensors Chemistry Two
10th Grade Probes/Sensors Chemistry and Physics
11th Grade Probes/Sensors Physics

3.) Science Kit & Boreal Lab
777 East Park Drive
P.O. Box 5003
Tonawanda, NY 14151
Contact: Jack Falkenhagen
800-828-7777
Vendor # 45941
Awarded:
9th Grade Biology Course Two (Loyola, IIT)
10th Grade Chemistry Course One
10th Grade Chemistry Course Two
11th Grade Physics (IIT)

USER: Office of High School Programs
High School Teaching & Learning
Chicago Public Schools
125 S. Clark Street – 16th Floor
Contacts: Michael Lach 773-553-3386
Samuel Dyson: 773-553-2261

TERM: The term of each agreement shall commence on July 1, 2009 and shall end June 30, 2011. Each agreement shall have 1 option to renew for a period of 2 years.

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

DESCRIPTION OF PURCHASE:

Goods: The materials to be purchased through the agreements with It's About Time, a division of Herff Jones, Inc.; Pasco Scientific, Inc.; and Science Kit & Boreal Lab reinforce the Support for Instructional Services component of the Chicago Public Schools (CPS) High School Transformation project. The items to be purchased include science equipment such as microscopes and hot plates; consumable materials such as chemicals and live specimens; and durable goods such as laboratory glassware and tools.

Quantity: The science materials will supply ninth (9th), tenth (10th) grade, and 11th grade sections at 43 schools participating in the IDS-High School Transformation. Each laboratory in a participating school will receive a supply of equipment and durable materials for 8 student groups / 32 students. Each class section of students will be provided with a quantity of consumable materials for 8 student groups/32 students.

Ramp-Up Schedule for Science Instructional Development System

	2009-10
First Wave (13 schools)	9 th – 11 th Gr. Replenish
Second Wave (11 schools)	9 th , 10 th and 11 th grade
Third Wave (19 schools)	9 th and 10 th grade

Unit Price: Unit pricing for the science kits were established pursuant to a duly advertised bid solicitation (Specification # 09-250020). Total pricing is to be determined by the needs of each participating school.

Biology Course Two – \$29,136.21 for materials - (Packaging and shipping cost are included in materials quote) (Science Kit & Boreal Lab)

Environmental Science Course – \$6,129.94 for materials + cost of shipping (Packaging cost is included in materials quote)(It's About Time, a division of Herff Jones, Inc.)

Chemistry Course One – \$26,528.86 for materials – (Packaging and shipping cost are included in materials quote) (Science Kit & Boreal Lab)

Chemistry Course Two – \$26,663.34 for materials - (Packaging and shipping cost are included in materials quote) (Science Kit & Boreal Lab)

Chemistry and Physics Course – \$10,762.13 for materials + cost of shipping (Packaging cost is included in materials quote) (It's About Time, a division of Herff Jones, Inc.)

Physics Course One – \$33,022.61 for materials - (Packaging and shipping cost are included in materials quote) (Science Kit & Boreal Lab)

Physics Course Two - \$11,045.42 for materials + cost of shipping (Packaging cost is included in materials quote) (It's About Time, a division of Herff Jones, Inc.)

Probes/Sensors 9th Grade Biology Course One – \$6,508.44 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 9th Grade Biology Course Two – \$7,126.22 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 10th Grade Chemistry Course One – \$6,410.52 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 10th Grade Chemistry Course Two – \$8,718.74 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 10th Grade Chemistry and Physics – \$6,974.10 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 11th Grade Physics Course One - \$13,671.02 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 11th Grade Physics Course Two - \$14,090.98 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

Probes/Sensors 11th Grade Biology - \$7,414.92 for probes and sensors – packaging costs are not applicable (PASCO, Inc.)

OUTCOMES: The science materials included in the agreements will help to ensure that schools participating in the Instructional Development System (IDS) component of the CPS High School Transformation project are fully equipped to execute the instructional strategy developed by the IDS Instructional Providers. The science materials will be packaged into kits by the Vendors according to the chapters or units of the textbooks they support in order to facilitate usage, storage, and organization for the teachers enrolled in the Instructional Support Program.

COMPENSATION: Vendors shall be paid in accordance with the unit prices contained in their agreement; not to exceed the sum of \$6,500,000 for all vendors.

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 Officer of High School Teaching & Learning to execute all ancillary documents required to administer or effectuate the agreements.

AFFIRMATIVE ACTION: Pursuant to Section 8.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, OBD shall count toward the Industry Specific goal, the entire amount of that portion of a contract that is performed by the M/WBE's own forces, including the cost of supplies and materials obtained by the M/WBE's for the work of the contract, and supplies purchased or equipment leased by the M/WBE. Based on the uniqueness of this transaction there will be a 5% M/WBE goal for this contract.

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

FINANCIAL: Charge to High School Teaching & Learning-Citywide: not to exceed \$6,500,000
Fiscal Year: 2010
Budget Classification: 13732-115-53305-221034-000000
Source of Funds: General Education Fund

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.

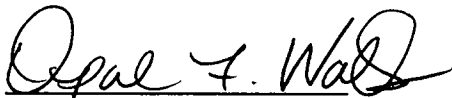
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



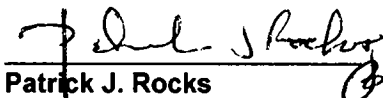
Ron Huberman
Chief Executive Officer

Within Appropriation:



Pedro Martinez
Chief Financial Officer

Approved as to legal form



Patrick J. Rocks
General Counsel