

**APPROVE ENTERING INTO AN AGREEMENT WITH CORPORATE ART SOURCE, INC.
FOR CONSULTANT SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Corporate Art Source, Inc. to provide consultant services to the Office of Language and Cultural Education at a cost not to exceed \$60,000. Vendor was selected on a non competitive basis pursuant to an informal negotiated solicitation for non-biddable goods and services as a Purchasing pilot project. No services shall be provided and no payment shall be made to Consultant prior to the execution of a written agreement. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 02-250041

CONSULTANT:

Corporate Art Source, Inc.
800 N. Wells Street, Suite 400
Chicago, IL 60610
(312) 751-1300
Vendor # 27974
Contact: Kathleen Bernhardt

USER:

Office of Language and Cultural Education
125 South Clark Street
Chicago, Illinois 60603
Manuel J. Medina
(773) 553-1930

TERM: The term of this agreement shall commence on the date the agreement is signed and shall end 12 months thereafter. The Board shall have the option to renew this agreement for two additional one year periods.

SCOPE OF SERVICES: Corporate Art Source, Inc. will: 1) Manage existing traveling permanent art collection exhibition and organize a new exhibition that promotes the CPS permanent art collection and restoration efforts; 2) Supervise all logistical needs of collection including, but not limited to packing, delivery, installation, and removal of artwork; 3) Supervise and manage restoration efforts; 4) Visit every school noting condition of collection and updating collection database as necessary; and 5) Manage the CPS permanent art collection and provide temporary storage for artwork in transit.

DELIVERABLES: Consultant will provide the following to the Office of Language and Cultural Education: 1) Recommendation of sites for the traveling permanent art collection exhibition; 2) Schedule of traveling exhibition; 3) Data and images to be used in the CPS permanent art collection website as needed; 4) Logistics of the traveling permanent art collection exhibition including, but not limited to removal, packing, delivery, installation and safe returns; 5) Storage space for the traveling artwork temporarily removed from schools; 6) Educational uses for the traveling permanent art collection exhibition, including but is not limited to assisting in the design of collection workshops and seminars; design brochures, pamphlets, and other public relations materials to promote the collection in each host school; and 7) Evaluation and condition of the approximately 1,500 works of art that comprise the CPS permanent art collection and provide a written report on their condition.

OUTCOMES: Consultant services will result in higher public awareness of the CPS permanent art collection, incorporation of the permanent art collection in art curriculum by CPS art teachers, and sharing collection with the general public, teachers, students and staff.

COMPENSATION: Consultant shall be paid as follows: quarterly payments of \$15,000; not to exceed \$60,000.

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 Board Secretary to execute all ancillary documents required to administer or effectuate this agreement..

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% Hispanic, 2% total Asian, and 5% Women Business Enterprise.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract is not further divisible.

The vendor has however, identified and scheduled the following firms and percentages.

Total WBE % 65%	
Corporate Art Source, Inc.	\$39,000.00
800 N. Wells Street	certified until 05/01/02
Chicago, IL 60610	

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

FINANCIAL: Charge to Language and Cultural Education: \$60,000
 Budget Classification: 0930-210-000-1523-5410 /\$10,000 FY 2002 /\$50,000 FY 2003
 Source of Funds: Citywide Fund #210

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 July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.


Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made 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).

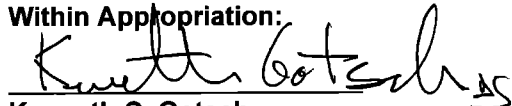
Approved for Consideration:


Anita Rocha
Acting Chief Purchasing Officer

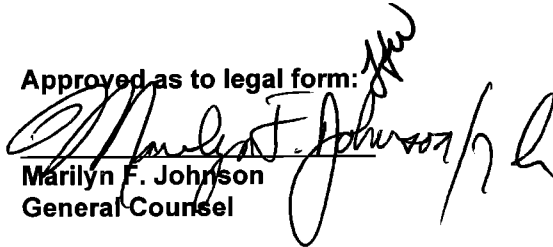
Approved:


Arne Duncan
Chief Executive Officer *(BYTAD)*

Within Appropriation:


Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:


Marilyn F. Johnson
General Counsel