

**APPROVE ENTERING INTO AN AGREEMENT WITH
TROPICAL OPTICAL, INC TO PROVIDE PROFESSIONAL SERVICES AND EYE GLASSES
FOR THE HEALTHY KIDS/HEALTHY MINDS EXPANDED VISION III 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 cost not to exceed \$2,500,000.00 for the first year of the Term. Tropical Optical was selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification number 07-250017). A written agreement is currently being negotiated. No eye glasses may be ordered or received, no services may be provided, and 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. 26th 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, 8th floor
Chicago, IL 60603
Contact: Kenneth Papineau
Phone: (773) 553-1800

TERM: The term of the agreement shall commence August 1, 2007 and end July 31, 2010. The agreement shall have two (2) options to renew for periods of one (1) year each. Pricing and the maximum compensation for each renewal term shall be renegotiated at the time of each renewal, if any.

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 each year of the term and provide prescription eye glasses to those students who need them. It is anticipated that for each year of the term, Tropical Optical shall provide services to a minimum 300 students each school day and it shall need a minimum of 15 vision service professionals each day. These professionals shall 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/Health Minds Expanded Vision Program Director. Tropical Optical shall provide prescription eye glasses to those students who need them; and shall manufacture these eye glasses and fit and dispense them to the students within 15 school days of the student's eye examination. 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 its evaluator.

DELIVERABLES:

1. The Comprehensive Eye Examinations 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
2. Tropical Optical shall provide prescription eye glasses to students who need them within 15 school days of the student's eye examination.
 3. Tropical Optical shall furnish a minimum of 5 fully-equipped vision chairs to provide the services.

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

***COMPENSATION:** Funding for this program is contingent upon the Board's receipt of an annual grant. It is anticipated that compensation for each year of the term shall not exceed \$2,500,000 in the aggregate. Pricing shall be as specified in the written agreement. Tropical Optical shall submit monthly invoices for services and eye glasses furnished under the agreement during the period being invoiced.

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

AFFIRMATIVE ACTION: The agreement 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 7% Total WBE.

Tropical Optical identified and scheduled the following firms and percentages:

Total MBE = 80%

Sun Optics 2500 South St. Louis Ave. Chicago, IL 60623	49.999%	Hispanic	Certified until Sept.1, 2007
Kopico 1444 W. 37 th St. Chicago, IL 60609	.001%	Hispanic	Certified until Sept. 1, 2007
Vision Health Management Systems 5401 S. Wentworth Ave. Chicago, IL 60609	30%	AA	Certified until Dec. 1, 2007

Total WBE = 20%

Tropical Optical 3624 W. 26 th Street Chicago, IL 60623	20%	WBE	Certified until Sept. 1, 2007
--	-----	-----	-------------------------------

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

***FINANCIAL:** Charge to Office of Specialized Services: \$2,500,000.00 Fiscal Year: 2008

Budget Classification: 0965-239-940-3470-5410 Source of Funds: ISBE

Requisition Number: TBD

*Because annual funding is contingent upon the Board's receipt of a grant, this Board Report will be amended each year to reflect (a) the approved maximum compensation for that year, (b) the pertinent financial information for that year, and (c) the project number for that year.

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 member 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:

Approved:



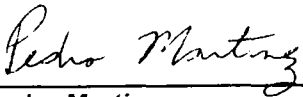
**Heather A. Obora
Chief Purchasing Officer**



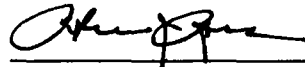
**Arne Duncan
Chief Executive Officer**

Within Appropriation:

Approved as to legal form: *GD*



**Pedro Martinez
Chief Financial Officer**



**Patrick J. Rocks
General Counsel**