AUTHORIZE A NEW AGREEMENT WITH MUSIC CELEBRATIONS INTERNATIONAL, LLC TO PROVIDE TRAVEL AND RELATED SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Music Celebrations International, LLC to provide travel and related services to Kelly High School at an estimated annual cost set forth in the Compensation Section of this report. The Kelly High School Marching Band was selected to participate in the 2018 National Memorial Day Parade in Washington, D.C. Vendor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee on November 21, 2017 and approved by Chief Procurement Officer. Upon approval as a Sole Source, the item was published on the Procurement Website on November 21, 2017, found here: http://cps.edu/procurement. The item will remain on the Procurement website until the December 6, 2017 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's Single/Sole Source Committee Charter. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor 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.

Contract Administrator:

Landeros, Mr. Luke / 773-553-2280

VENDOR:

1) Vendor # 16595 MUSIC CELEBRATIONS INTERNATIONAL LLC 1440 S PRIEST DR TEMPE, AZ 85281

> Angie Conrad 480 894-3330

Onwership: John Wiscombe - 100%

USER INFORMATION:

Contact:

46181 - Thomas Kelly High School

4136 South California Avenue

Chicago, IL 60632

Fischer, Miss Wendy Anne

773-535-4900

TFRM:

The term of this agreement shall commence upon execution and shall end May 29, 2018.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide travel services for the Thomas Kelly High School Marching Band to participate in the 2018 National Memorial Parade in Washington, D.C.

DELIVERABLES:

Travel for Marching Band group of 83 students and chaperones. The trip includes the following plans: Private motor coach transportation; full time professionally licensed tour manager on each motor coach who remains with group from arrival through departure to guide all excursions; maximize use of time, and enhance the educational value of the trip; official recognition of group at concert venues and publicity for the group; arrangements for the National Memorial Day Parade; hotel accommodations, breakfast and dinner daily; entrance fees to all sights on tour itinerary; official wreath as part of the Military Wreath Laying Ceremony at Arlington National Cemetery; on t-shirt for each participant; one photo video for each participant; and liability insurance coverage.

OUTCOMES:

Vendor's services will result in expanding students' visibility by performing at the National Memorial Day Parade in the nation's capital As well as performing they will be enhancing their knowledge of the country's history by touring monuments and museums. CPS will receive national exposure. Students will increase their opportunities for post-secondary scholarships.

COMPENSATION:

Vendor shall be paid as follows: per individual. Estimated annual costs for the contract are set forth below: \$100,000, FY 18.

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 Chief Administrative Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Due to the nature of the services, the scope is not further divisible and no M/WBE goals apply to this agreement.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 124, Thomas Kelly High School, Unit 46181

Not to exceed \$100,000, FY18

CFDA#:

Not Applicable

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 May 25, 2011 (11-0525-PO2), 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:

JONATHAN MAPLES
Chief Procurement Officer

Approved:

FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form Musika Fonal D. K. Monne

RONALD L. MARMER General Counsel