

**APPROVE ENTERING INTO AN AGREEMENT WITH TEL/LOGIC, INC. D/B/A E-RATE CENTRAL  
FOR E-RATE ADVISORY SERVICES**

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

Approve entering into an agreement with Tel/Logic, Inc. to provide Advisory Services to the Office of Technology Services at a cost not to exceed \$150,000.00. Tel/Logic was selected pursuant to a duly advertised Request for Proposals (Specification No. 05-250068). A written agreement for Consultant's services is currently being negotiated. No services shall be provided and no payment shall be made to Consultant prior to the execution of the 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:** Tel/Logic, Inc. d/b/a E-Rate Central  
51 Shore Drive  
Plandome, NY 11030  
Contact Person: Winston E. Himsworth  
Telephone No.: (516) 832-2881  
Vendor No.: 42457

**USER:** Office of Technology Services  
125 South Clark Street, 3rd Floor  
Chicago, Illinois 60603  
Contact: Robert Runcie, Chief Information Officer  
Jane Kratochvil, E-Rate, Director  
Telephone No.: (773) 553-1300

**TERM:** The term of this agreement shall commence on June 1, 2006 and shall end May 31, 2007.

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

**SCOPE OF SERVICES:** Consultant will assess E-Rate history and strategic planning and provide services including, but not limited to, the following goods and services:

- a. Conduct a gap analysis of the program management techniques and business processes used by the Board and relevant E-Rate Vendors, to improve the management of the E-Rate program beyond the billing aspect, in order to determine if opportunities for improvement exist.
- b. Review the Board's funding requests made to the SLD for E-Rate Funding Year and applicable funding years based on possible extension of services and advise the Board regarding documentation required to support the funding requests and advise based on available information, whether funding requests are considered eligible for discounts according to the E-Rate program guidelines.
- c. Advise CPS with regard to E-Rate program rules for the proper calculation of discounts and the requirements for site specific vs. shared discounts. Maximize the discounts received by the Board for services and systems as allowed under the program rules, while minimizing the local funding requirements for implementation.
- d. Reduce the disruption to staff and internal processes caused by requests for additional information from the SLD and minimize the risk of denied funding requests by training CPS staff with regard to FCC rules and program requirements.

- e. Obtain and review pertinent documentation related to eligibility of products and services, discount percentages, Item 21 descriptions of service, RFPs, contracts, etc. and project plans to gain an understanding of the scope of the requests for funding years as well as to identify any potential risk areas.
- f. Conduct staff training on E-Rate rules and regulations. This will include training materials that will be the sole property of CPS. At the board's discretion, the Propose may be requested to conduct vendor training on billing and invoicing procedures.
- g. Provide assistance with the review and development of Block 5 funding requests for eligible services under the E-Rate program and consult with staff to improve compliance with E-Rate requirements while maximizing the total discount allowed under the program guidelines.
- h. Report findings on compliance issues and make suggestions for improvement and maintain an accurate record of materials obtained for the purpose of providing the advisory services.

**DELIVERABLES:** Consultant will provide the following deliverables to the Board:

- a. Consultant will develop and provide on-site training to appropriate CPS staff at two critical points in the E-Rate application process: prior to the beginning of the Board's E-Rate procurement cycle and after the SLD's annual Train-the-Trainer Workshop and before the opening of the E-Rate application window.
- b. Consultant will counsel Chicago Public Schools regarding the FCC/SLD program requirements for procurement. Procurement discussions would also include providing an understanding of which products and services are eligible under the program such that the solicitations produced by CPS would request eligible products and services. Forms 470 would be reviewed prior to posting to ensure that sufficient information was provided to meet the new Form 470 requirements of the SLD.
- c. Consultant will review documents, and advise Chicago Public Schools of changes and/or additions to program rules issued by the Federal Communications Commission and their likely impact on CPS' applications and procurement. In addition, Consultant will research FCC Orders that will have impact on CPS compliance with the program and will communicate that information to the appropriate CPS staff. Consultant will also work with CPS to develop public comments on appropriate E-Rate program rule issues before the FCC.
- d. In the event that CPS is selected to participate in a beneficiary audit, Consultant will assist CPS in the preparation, review and ongoing dialogue with USAC, Department of Justice, and/or Office of Inspector General. This may include preparing a written response and providing counsel as necessary.

**OUTCOMES:** Consultant's services shall result in the Board having reports on the status of E-Rate funding, assistance with funding applications, updates on new rules, regulations, and interpretations of E-Rate guidelines, reports regarding E-Rate eligibility, technology funding initiatives, track technology legislation, and assistance with audits, if necessary.

**COMPENSATION:** Consultant shall be paid as follows: upon invoicing, a total amount not to exceed the sum of \$150,000.00.

**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 Information Officer 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 and 5% WBE participation.

However, the Waiver Committee recommends that a partial waiver of the MBE participation goal for this contract as required by the Revised Plan be granted because the contract scope is not further divisible.

The vendor however, identified and scheduled the following firm:

**Total 1.8% WBE:**

**Four Corners of the World Travel Agency, Inc.**                    1.8%  
3066 W. Armitage Avenue  
Chicago, Illinois 60647

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

<b>FINANCIAL:</b>	Charge to the Office of Technology Services: \$ 150,000.00		
	Budget Classification: 0220-210-000-1149-5410	\$100,000.00	FY '06
	0220-210-000-1149-5410	\$ 50,000.00	FY '07

**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.

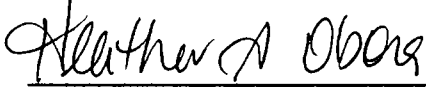
**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of 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-P04), 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:**



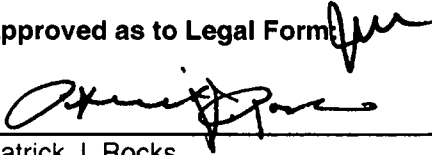
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



John Maiorca  
Chief Financial Officer

**Approved as to Legal Form:**



Patrick J. Rocks  
General Counsel