

**APPROVE ENTERING INTO AN AGREEMENT WITH JOHANNSEN-TALSKY ASSOCIATES, LLC. FOR THE LICENSE OF SOFTWARE AND THE PURCHASE OF RELATED LAB EQUIPMENT**

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

Approve entering into an agreement with Johannsen-Talsky Associates, LLC. for the License of Software and purchase of related lab equipment for Jones College Prep High School at a cost not to exceed \$67,244.00. Vendor was selected on a non-competitive basis because vendor's lab equipment and software are uniquely aligned to the goals of the World Language program for five different languages which program is being utilized at Jones. A written agreement for the software license and purchase of the related lab equipment is currently being negotiated. Software upgrades and bug fixes will be provided free of charge for the duration of this contract. No goods may be received, no use of software shall begin, and no payment shall be made to Vendor 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 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specifications No.: 02-250099

**VENDOR:** Johannsen-Talsky Associates, LLC.  
2821 N. Fourth St – Suite 122  
Milwaukee, WI 53212-2362  
Tel. No.: 414-562-1902 or 800-597-1960 (in IL)  
Contact person: Gary F.Talsky  
Vendor #23598

**USER:** Jones College Prep High School  
606 South State Street  
Chicago, IL 60605  
Contact person: Cynthia K. Barron, Principal  
Mrs. Marietta Beverly, R.E.O. Region 3  
Tel. No.: 773-534-8606

**TERM:** The term of this agreement shall commence on the date the agreement is signed and shall end two years thereafter. This agreement shall have two options to renew for periods of 12 months each. After the expiration of the two year warranty future upgrades and bug fixes will be subject to an annual maintenance fee in the amount of \$2,310 including software annual upgrade protection plan.

**EARLY TERMINATION RIGHT:** 30 days written notice by the Board of Education

**DESCRIPTION OF PURCHASE:**

Goods: Hardware and software to equip the Digital Language Center as configured for 30 students and one instructor console.

Qty	Description	Unit Cost	Total Cost
<b>LAB HARDWARE EQUIPMENT</b>			
1	Console hardware and central Electronics, Master Audio Panel, Master and CER power unit, teacher headset adapter (needs ICM software below)	\$5,011	\$5,011
2	Master Recorder – TSR 1444M ¼ Track Stereo	\$1,295	\$2,590
30	Divace Duo 3.0 Headset Adapter and Connection cable/adapter (needs Divace software below)	\$ 300	\$9,000
31	TLH 82 Stereo Headset with electret mike and modular plug	\$112	\$3,472
1	Video Distribution Unit complete with all hardware and power supplies, including 8 student distribution units, 2 infrared remote controls for video program sources Integrated video source equipment. System Installation, Testing, Documentation, In-Service Training	\$11,226	\$11,226
	<b>Lab Equipment Subtotal</b>		<b>\$5,250</b> <b>\$36,549.00</b>

**USE OF SOFTWARE:** To support the goals of the World Language Program for five different languages.

**OUTCOMES:** Students will achieve standards set for the World Language Program and increase student proficiency.

**LICENSE FEE:** Software Licensor shall be paid in two equal installments in the amount of \$15,329.50. First installment shall be due upon execution of the agreement and the second installment shall be payable upon completion of successful installation and operation of software.

Qty	Description	License Fee	Total Cost
<b>LAB SOFTWARE</b>			
1	Information and Communication Manager Software 3.0 and License includes Solid @ Database and NetcommPlatform Server Software (needs ICM hardware above)	\$9,785	\$9,785
30	Divace Duo 3.0 Software includes NetcommPlatform Client Software (needs divace hardware above)	\$697	\$20,910
<b>Lab Software Subtotal</b>			<b>\$30,695.00</b>

**TOTAL COMPENSATION:** Total compensation payable to vendor shall not exceed \$67,244.00.

**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.

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

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

**LSC REVIEW:** This action was approved by the LSC for Jones College Prep High School on March 14, 2002

**FINANCIAL:** Charge to Jones College Prep: \$67,244.00  
Fiscal Year: 2001-2002  
Budget Classific.: 1060-478-000-9301-5730 \$36549.00 Capital Funds for Equipment  
Budget Classific.: 1060-210-000-7078-5311 \$30,695.00 Local Funding for Software

Requisition Number: IM221908001 (software).

**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 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).

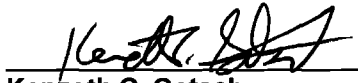
Approved for Consideration:

  
Anita Rocha  
Acting Chief Purchasing Officer

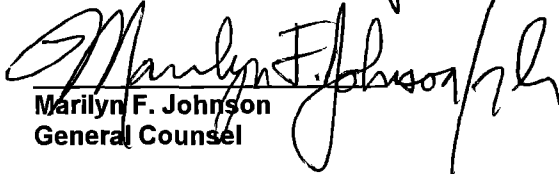
Approved:

  
Arne Duncan *(by FAD)*  
Chief Executive Officer

Within Appropriation:

  
Kenneth C. Gotsch  
Chief Fiscal Officer

Approved as to legal form: *for*

  
Marilyn F. Johnson  
General Counsel