

**AMEND BOARD 05-1116-PR11****APPROVE ENTERING INTO A NEW AGREEMENT WITH CINGULAR WIRELESS LLC FOR CELLULAR, CELLULAR/RADIO AND WIRELESS TELECOMMUNICATION SERVICES AND EQUIPMENT****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into an agreement with Cingular Wireless LLC ("Cingular") to provide cellular, cellular/radio and wireless telecommunications services and equipment for the Office of Technology Services ("OTS") at a cost not to exceed \$3,083,192.10 for a three (3) year term, of which approximately \$ 2,342,750.88 ~~\$2,692,817.40~~ is eligible for, but not contingent upon, discounts in accordance with the guidelines and requirements of the Federal Government's Universal Services Program ("E-Rate"), at a total cost to the Board not to exceed \$740,441.22. Cingular was selected pursuant to a duly advertised Request for Proposals (Specification No. 05-250033). An agreement is currently being negotiated. No payment shall be made to Cingular prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within ninety (90) days of the date of this Board Report.

This amendment is necessary to delete language from the compensation section and to correct the eligible amount.

**SPECIFICATION NO.:** 05-250033

**VENDOR:** Cingular Wireless LLC  
2000 West SBC Center Drive  
Hoffman Estates, Illinois 60195  
Contact: Timothy Kramer  
Telephone No.: (847) 284-8997  
Vendor No. 26450

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

**TERM:** The term of this agreement shall commence on July 1, 2006 and shall end on June 30, 2009. This term is necessary to coincide with, and allow for the Board's participation in, Years 9, 10, and 11 of the Federal E-Rate program. The Board shall have two (2) options to renew for periods of one (1) year each at a cost to be negotiated at the time of renewal.

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

**SCOPE OF SERVICES:** Cingular will provide the Board with analog, digital, GSM, GPRS and other 3<sup>rd</sup> or 4<sup>th</sup> generation cellular, cellular/radio and wireless telecommunications services, including cellular and wireless telephone equipment and accessories for approximately 1200 current users and future users. The Board currently averages approximately 370,000 minutes of cellular usage per month. In addition, 75 users are voice/data users who utilize Blackberry services. Blackberry services have become a vital tool for Board users and this Board Report includes the issuance of a Blackberry unit with monthly service for all principals.

**DELIVERABLES:** Cingular will provide the Board with cellular, cellular/radio and wireless telecommunication services and equipment through the end of fiscal year 2009.

**OUTCOMES:** Cingular's services will result in the Board having continuous cellular, cellular/radio and wireless telecommunications services and equipment through the end of fiscal year 2009.

**COMPENSATION:** Cingular shall be paid as follows: Upon monthly invoicing, at a cost not to exceed \$3,083,192.10 for the Contract term, of which approximately \$2,342,750.88 ~~\$2,692,817.40~~ is eligible for, but not contingent upon, E-Rate discounts, at a cost to the Board not to exceed \$740,441.22. ~~If SLD/USAC denies funding for all or any portion of the eligible E-Rate services and products, the Board shall have the option of discontinuing the receipt of any such services and products for which funding was denied as specified in the agreement; and the~~

~~Board shall only be responsible for the non-discounted portion of E-Rate eligible services and products and any expenses incurred 1) that have prior written approval of the Board and 2) for orders placed prior to the date of such suspension or discontinuation of services, termination or expiration of the agreement.~~

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the Contract agreement. Authorize the Chief Technology Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** This contract 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 26% total MBE and 5% total WBE.

The vendor has identified and scheduled the following firms and percentages:

**Total 26% MBE:**

**Total 26% Hispanic:**

KJM Commercial Services, Inc. certified though 12/31/05  
 1935 S. Plum Grove Road, Suite# 131  
 Palatine, Illinois 60067

**Total 5% WBE:**

Kayhan International certified through 01/20/06  
 1475 E. Woodfield Road, Suite# 104  
 Schaumburg, Illinois 60173

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

**FINANCIAL:**

		FY07	FY08	FY09	TOTAL
<b>Annual Eligible</b>		\$833,481.00	\$897,605.70	\$961,730.40	\$2,692,817.10
	<b>CPS-13%</b>	\$108,352.53	\$116,688.74	\$125,024.95	\$350,066.22
	<b>SLD-87%</b>	\$725,128.47	\$780,916.96	\$836,705.45	\$2,342,750.88
<b>Annual InEligible</b>		<u>\$259,825.00</u>	<u>\$60,475.00</u>	<u>\$70,075.00</u>	<u>\$390,375.00</u>
		\$1,093,306.00	\$958,080.70	\$1,031,805.40	\$3,083,192.10
<b>CPS PAYS</b>	<b>12510-230-54405-254906-000000</b>	\$368,177.53	\$177,163.74	\$195,099.95	\$740,441.22
<b>SLD PAYS</b>		<u>\$725,128.47</u>	<u>\$780,916.96</u>	<u>\$836,705.45</u>	<u>\$2,342,750.88</u>
		\$1,093,306.00	\$958,080.70	\$1,031,805.40	\$3,083,192.10

**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:**

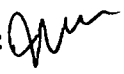
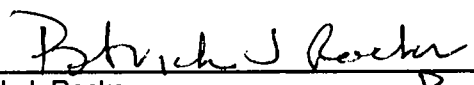
  
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Heather A. Obora  
Chief Purchasing Officer

**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
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John Maiorca  
Chief Financial Officer

**Approved as to Legal Form:**   
  
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Patrick J. Rocks  
General Counsel 