

**APPROVE ENTERING INTO AN AGREEMENT WITH PHONAK, LLC FOR THE PURCHASE OF ASSISTIVE LISTENING DEVICES**

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

Approve entering into an agreement with Phonak, LLC for the purchase of assistive listening devices for the Office of Specialized Services at a cost not to exceed \$150,000.00 for the term. Vendor was selected on a non-competitive basis because Vendor is the sole provider of Frequency Modulated ("FM") assistive listening devices with data logging capabilities. A written agreement for this purchase is currently being negotiated. No goods may be ordered or received 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**VENDOR:**

1)  
Phonak, Llc  
4520 Weaver Parkway  
Warrenville, IL 60555  
Tess Dean  
630-821-5205  
Vendor # 69878

**USER:**

Citywide Specialized Services  
125 South Clark Street 8th Floor  
Chicago, IL 60603  
Deborah Duskey  
773-553-1800

**TERM:**

The term of this agreement shall commence on April 15, 2009 and shall end June 30, 2010. This agreement shall have two (2) options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

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

**DESCRIPTION OF PURCHASE:**

Vendor will supply assistive listening devices and accessories for students who have auditory difficulties. These devices will be compatible with all types of personal hearing instruments (i.e., personal hearing aids, cochlear implant).

**OUTCOMES:**

This purchase will result in: (i) new equipment (receivers and transmitters), accessories, and repairs delivered in a timely manner, as Phonak is locally based; (ii) postage paid shipping provided on all in-warranty repairs; (iii) fitting and technical support; (iv) ongoing training provided on the Phonak product line; (v) repair services provided on existing models and estimates for repairs provided upon request; and (vi) a trade-in allowance provided for obsolete equipment (regardless of manufacturer).

**COMPENSATION:**

Vendor shall be paid in accordance with the unit prices contained in the agreement; not to exceed the sum of \$150,000.00 for the term.

**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 the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The M/WBE goals for this contract include: 30% total MBE and 7% total WBE participation.

However, the Office of Business Diversity recommends a partial waiver of the M/WBE participation goals for this contract as required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services contracts be granted because the contract is not further divisible.

The Vendor has identified the following:

**Total WBE - 31%**

HF Wilson Engineering - 7.8%  
1401 Nagel Blvd.  
Batavia, Illinois 60510  
Contact: Anna McEvoy

Chela Logistics, Inc. - 2.2%  
1521 Brummel Ave.  
Elk Grove Village, Illinois 60009  
Contact: Marcela Orr

Eara Advertising Resources - 21.4%  
1728 Laurel Canyon Boulevard, Suite D  
Los Angeles, California 90046  
Contact: Lynda Gluck

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Office of Specialized Services: \$150,000.00

11670-220-56105-261006-462043-2009	\$15,000.00
11670-220-53405-261006-462043-2009	\$5,000.00
11670-220-55005-261006-462043-2009	\$120,000.00
11670-115-55005-120412-000000-2009	\$10,000.00

**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.

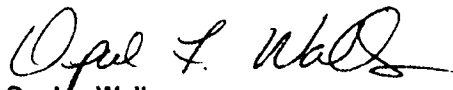
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their 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-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

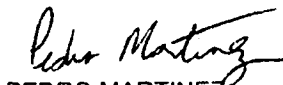
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



**Opal L. Walls**  
**Chief Purchasing Officer**

Within Appropriation:



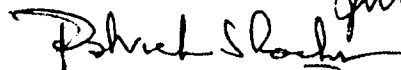
**PEDRO MARTINEZ**  
**Chief Financial Officer**

**Approved:**



**Ron Huberman**  
**Chief Executive Officer**

Approved as to Legal Form:



**PATRICK J. ROCKS**  
**General Counsel**