

**APPROVE ENTERING INTO AN AGREEMENT WITH AT AND T MOBILITY NATIONAL ACCOUNTS, LLC FOR CELLULAR SERVICES, APPLICATIONS, EQUIPMENT, ACCESSORIES AND SUPPORT SERVICES**

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

Approve entering into an agreement with AT & T Mobility National Account, LLC ("AT & T Mobility") to provide cellular services, equipment, accessories, applications, cellular-based technology solutions and support services for Chicago Public Schools ("CPS"). This agreement is eligible for discounts to be funded by the School and Libraries Division of the Universal Service Administrative Company ("SLD/USAC") as part of the E-Rate program. The total amount of the contract shall not exceed \$9,224,509.00, but the Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$6,082,080.18. AT & T Mobility was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement is currently being negotiated. No services shall be provided by AT & T Mobility and no payment shall be made to AT & T Mobility 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.

Specification Number : 10-250051  
 Contract Administrator : Martha Escareno / 773-553-2284

**VENDOR:**

- 1) Vendor # 59509  
 AT & T MOBILITY NATIONAL ACCOUNTS,  
 LLC  
 7229 PARKWAY DRIVE.  
 HANOVER, MD 20176  
 Margaret Snyder  
 301-576-5443

**USER:**

Information & Technology Services  
 125 South Clark Street - 3rd Floor  
 Chicago, IL 60603

Contact : Arshele Stevens  
 Phone: 773-553-1300  
 Project Manager: Kathryn Zalewski  
 Phone: 773-553-3060

**TERM:**

The term of this agreement shall commence on July 1, 2011 and shall end June 30, 2014. This agreement shall have two options to renew for periods of one year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

AT & T Mobility will provide cellular services, equipment, accessories, applications, cellular-based technology solutions and support services for Chicago Public Schools ("CPS"). Applications and support services include, but are not limited to, text messaging, cellular/radio, push-to-talk features, data cards, Blackberry Enterprise Server (BES) maintenance, BES managed services, Global Positioning System

(GPS) services for tracking cellular units and vehicles, and other cellular technology solutions to enable cellular-based initiatives or enhance cellular coverage throughout the District. CPS cellular-based special programs covered under this agreement include community-based safe passage initiatives as well as the CPS bus and vehicle tracking program using GPS technology.

**DELIVERABLES:**

AT & T Mobility will provide the Board with cellular services, equipment, accessories, applications, cellular-based technology solutions and support services through the end of fiscal year 2014 including GPS bus and vehicle tracking and community-based safe passage cellular programs.

**OUTCOMES:**

AT & T Mobility's services will result in the Board having cellular services, equipment, accessories, applications, cellular-based technology solutions and support services through the end of fiscal year 2014.

**COMPENSATION:**

AT & T Mobility shall be paid as follows: Upon monthly invoicing, at a total cost not to exceed \$9,224,509.00, of which approximately \$3,653,987.00 is eligible for, but not contingent upon, E-Rate discounts. The Board shall only be responsible for the non-discounted portion of E-Rate eligible services and/or products and the cost of ineligible services and/or products, which shall not exceed \$6,082,080.18. Services, equipment, accessories, applications and support services requested by Board departments or schools and funded via the Board's 124 funding mechanism shall not exceed \$350,000.00 annually and are included in the not to exceed cost to the Board.

**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 Information 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 Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE participation goals for the contract include: 25% MBE and 5% WBE participation.

The Vendor has identified the following participation:

**Total MBE - 25%**

United Building Maintenance, Inc.  
165 Easy Street  
Carol Stream, IL 60188

**Total WBE - 5%**

Archon Construction Co.  
563 S. Route 53  
Addison, IL 60101

**LSC REVIEW:**

Local School Council approval is not applicable to this report

**FINANCIAL:**

Please see attachment

12510-124-54405-254501-000000-2014	\$350,000.00
12510-124-54405-254501-000000-2012	\$350,000.00
12510-124-54405-254501-000000-2013	\$350,000.00
12540-230-54405-254501-000000-2012	\$1,488,863.16
12540-230-54405-254501-000000-2013	\$1,629,407.58
12540-230-54405-254501-000000-2014	\$1,913,809.44

**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.

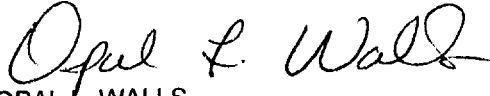
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

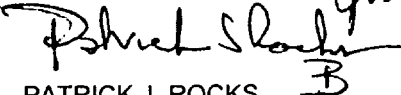
Approved:

  
TERRY MAZANY  
Chief Executive Officer

Within Appropriation:

  
DIANA S. FERGUSON  
Chief Financial Officer

Approved as to Legal Form:

  
PATRICK J. ROCKS  
General Counsel

**FINANCIAL:**

	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>TOTAL</b>
<b>Annual Eligible</b>	\$1,178,394.00	\$1,219,797.00	\$1,255,796.00	\$3,653,987.00
<b>CPS-14%</b>	\$164,975.16	\$170,771.58	\$175,811.44	\$511,558.18
<b>SLD-86%</b>	\$1,013,418.84	\$1,049,025.42	\$1,079,984.56	\$3,142,428.82
<b>Annual InEligible</b>	\$1,323,888.00	\$1,458,636.00	\$1,737,998.00	\$4,520,522.00
<b>Annual InEligible-124 Funds</b>	<u>\$350,000.00</u>	<u>\$350,000.00</u>	<u>\$350,000.00</u>	<u>\$1,050,000.00</u>
	\$2,852,282.00	\$3,028,433.00	\$3,343,794.00	\$9,224,509.00
<b>CPS PAYS</b>				
12540-230-54405-254501-000000	\$1,488,863.16	\$1,629,407.58	\$1,913,809.44	\$5,032,080.18
<b>CPS PAYS</b>				
12510-124-54405-254501-169400	\$350,000.00	\$350,000.00	\$350,000.00	\$1,050,000.00
<b>SLD PAYS</b>	<u>\$1,013,418.84</u>	<u>\$1,049,025.42</u>	<u>\$1,079,984.56</u>	<u>\$3,142,428.82</u>
	\$2,852,282.00	\$3,028,433.00	\$3,343,794.00	\$9,224,509.00