

**APPROVE THE RENEWAL OF THE EXISTING AGREEMENT WITH  
SIGHTLINE SYSTEMS FOR A SOFTWARE LICENSE AND MAINTENANCE SERVICES**

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

Approve the renewal of the existing agreement with SightLine Systems for Torch, ForSight and SightLine software license and maintenance to be used by the Office of Technology Services at a cost not to exceed \$45,769.37. A written renewal agreement for such software license and maintenance services is currently being negotiated. Software upgrades and fixes will be provided for an annual maintenance fee included in the contract price. No payment shall be made to software Licensor prior to the execution of the written renewal agreement. The authority granted herein shall automatically rescind in the event a written renewal agreement is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this renewal agreement is stated below.

**SPECIFICATION NO.:** 03-250154

**SOFTWARE LICENSOR:** SightLine Systems  
12150 Monument Drive, Suite 300  
Fairfax, VA 22033  
Contact: Wendolyn L. Diggs.  
Telephone No.: (703) 385-7700 ext. 335  
Vendor No. 38722

**USER:** Office of Technology Services  
125 South Clark  
Chicago, Illinois 60603  
Contact: Robert W. Runcie, Chief Information Officer  
DeLois Mix, Data Center Manager  
Telephone No.: (773) 553-1300

**ORIGINAL AGREEMENT:** The original subscription services agreement (authorized by Board Report No.: 03-0723-PR15), in the amount of \$42,307.28 is for a term commencing August 1, 2003 and ending July 31, 2004.

**RENEWAL PERIOD:** The agreement shall be renewed for a period commencing August 1, 2004 and ending July 31, 2005.

**USE OF SOFTWARE AND SERVICES:** SightLine will continue to provide a license to the Board to use the Torch, ForSight and SightLine software products for the Unisys mainframe computer. SightLine will also provide maintenance on this licensed software, which consists of program corrections and enhancements that SightLine may develop during the term of this agreement as long as the Board's maintenance fee is current.

**DELIVERABLES:** SightLine will continue to deliver the software, program corrections and enhancements that SightLine may develop during the term of the renewal agreement on magnetic tape, CD, email attachment or via downloadable FTP.

**OUTCOMES:** The software program products, Torch, ForSight and SightLine, will continue to secure the Board's critical data through performance analysis and reporting, as well as workload analysis and capacity planning.

**LICENSE AND MAINTENANCE FEE:** The license and maintenance fee for the renewal period is \$45,769.37 itemized as follows: \$2,000 for ForSight license and maintenance; \$20,089.37 for Torch license and maintenance; and \$23,680 for SightLine license and maintenance. SightLine shall be paid upon invoicing, in one lump sum payment.

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

**AFFIRMATIVE ACTION:** Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because the nature of the service is a unique transaction.

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

**FINANCIAL:** Charge to Office of Technology Services: \$45,769.37  
Budget Classification: 0220-210-000-1116-5470 FY'05

**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:**

**Approved:**

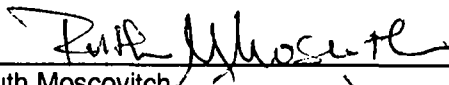
  
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Heather A. Obora  
Chief Purchasing Officer

  
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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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Ruth Moscovitch  
General Counsel