

AMEND BOARD REPORT 06-0125-PR10
AMEND BOARD REPORT 05-1221-PR6
AMEND BOARD REPORT 05-0928-PR6
APPROVE ENTERING INTO AN AGREEMENT WITH OPENTEXT CORPORATION
FOR STUDENT E-MAIL AND DOCUMENT COLLABORATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with OpenText Corporation ("Provider") to furnish student e-mail and document collaboration services to the Office of Technology Services at cost not to exceed \$7,065,000.00, of which approximately \$5,220,000.00 is eligible for discounts in accordance with the guidelines and requirements of the Federal Government's Universal Services Program ("E-Rate"). It is anticipated that the School and Library Division/Universal Service Administrative Company ("SLD/USAC") will fund eligible E-Rate services and products the maximum cost to the Board shall not exceed \$1,845,000.00. Provider was selected on a competitive basis pursuant to a duly advertised Request for Proposal (specification No. 04-250175-A) in accordance with Board Rule 5-4.1. A written agreement for Provider's services and products is currently being negotiated. No services or products shall be provided and no payment shall be made to Provider 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.

This amendment is necessary to increase the not to exceed amount by \$4,710,000.00 because the initial amount only covers one (1) year term. No written amendment to the agreement is required.

This second amendment is necessary to delete language from the compensation section.

This third amendment is necessary to add language allowing charter schools and Chicago Public Schools consortium members to purchase services under the agreement. Payment for purchases so made shall be the responsibility of the charter school or Chicago Public School consortium member. Charter schools shall pay consultant directly and Chicago Public School consortium members shall reimburse the Board for such purchases. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of this amended board report.

Specification No.: 04-250175-A **Contract Administrator:** Linda Newcomb-Kelly

CONSULTANT: OpenText Corporation
100 Tri-State Pkwy, 3rd Floor
Lincolnshire, Illinois 60069
Contact Person: Beth Davis-Hughes
Telephone: (773) 929-0458
Vendor No.: 15243

USER: Office of Technology Services
125 South Clark Street, 3rd Floor
Chicago, Illinois 60603
Contacts: Robert W. Runcie, Chief Information Officer
Anthony McPhearson, LAN Services, Director
Telephone No.: (773) 553-1300

TERM: The term of this agreement shall commence on July 1, 2006 and shall end June 30, 2009. This agreement shall have one (1) option to renew for a one (1) year period.

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

SCOPE OF SERVICES: Provider will furnish the following services:

- Internal and external Web Mail access for student and teacher users of the email service
- System capable of supporting 450,000 users and operating 24x7x365
- Comprehensive, integrated email and document collaboration solution
- External and internal Hosting solutions
- Encrypted connections to email servers
- Implementation Plan
- Project timelines
- Training and Marketing
- Virus Protection
- SPAM Filtering
- Secure authentication via Microsoft Active Directory or Sun ONE LDAP
- Training – End User and Support Personnel (e.g., Help Desk agents, Messaging Administrators, etc.)
- Help Desk Recommendations
- Provide all project, training plans, and recommendations
- Compatibility and Integration
- Marketing for 640 Locations

DELIVERABLES: Provider shall furnish the following deliverables:

Phase 1: CPS Environmental Planning and Recommendations

- Evaluation of current environment (e-mail servers: GroupWise, ExChange, LDAP, etc.)
- Establish and document all key CPS personnel contact for all processes: Email, document collaboration, Setup, Help Desk, Marketing, Training, etc.
- Define all parameters including the following:
 1. Determine domain names to be used with accounts.
 2. Define all control levels
 3. Define all features and Defaults
- Define all parameters and content necessary for the document collaboration system
- Develop a Safety Plan and Acceptable use policies
- Determine Standardized setup for various categories of schools such as Elementary, Middle, and High Schools
- Develop an Administrative Procedures Report
- Develop a Help Desk Setup and Training Plan
- Develop a Marketing Training Plan
- Develop and Deliver a Detailed Implementation Plan (Year 1)
- Develop and Deliver a firm project timeline
- Approvals (signoffs) for all Project plans, training plans and timelines

Phase 2: OpenText Setup, Installation and Training

- Set-up of Help Desk and Training
- Set-up of Email Account System
 1. Build all school groups; 640 schools
 2. Designate site coordinators for each school (school masters)
 3. Import and build teacher accounts
 4. Import the data for each student and set control through teacher and/or administrator
 5. Set-up of Document Collaboration features
 6. Set-up of Web Development Content

Phase 3: OpenText System Test and Migration

- Provider will perform complete testing of the CPS system once the installation Phase of the project is complete

Phase 4: OpenText Use and Final Capacity Testing

- Provider will test the system for complete use of 450,000 – 600,000 email accounts
- Provider will furnish reports on system capacity performance and document success

Phase 5: OpenText System Launch

- Provider will launch the system upon all approvals of the testing and installation procedures

Phase 6: System Evaluation and Results Reporting

- Prepare and Publish Engagement Report
- Document Activities & Results

OUTCOMES: Provider’s services will result in a highly scalable, robust, easy to maintain solution which encompasses the most effective, market viable technologies designed to roster improved communication and collaboration capabilities across the District’s four (4) major user groups (students, teachers, administrators and parents).

COMPENSATION: Provider shall be paid as specified in the agreement, in an amount not to exceed the sum of \$7,065,000.00 of which \$5,220,000.00 is estimated to be eligible for discounts in accordance with the guidelines and requirements of E-Rate at a maximum cost to the Board not to exceed \$1,845,000.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the 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 Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE). The M/WBE participation goals for the contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

Provider has identified and scheduled the following firms and percentages:

Total 22% African American:		
Sm@rt Technology Services	\$405,000.00	
156 N. Jefferson Street, Suite 300		Certified until 08/31/07
Chicago, Illinois 60661		
Total 5% WBE:		
Advotek Inc. d/b/a Computerland Downers Grove	\$92,250.00	
148 Ogden Avenue		Certified until 08/31/05
Downers Grove, Illinois 60515		

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

FINANCIAL: Total Cost: \$7,065,000.00

Charge to the Office of Technology Services: (Capital Funds)	\$1,845,000.00		
Budget Classification: 0220-467-000-9582-5410	\$615,000.00		FY '07
0220-467-000-9582-5410	\$615,000.00		FY '08
0220-467-000-9582-5410	\$615,000.00		FY '09

Charge to Schools and Library Division: \$5,220,000.00

\$1,740,000.00 FY '07
\$1,740,000.00 FY '08
\$1,740,000.00 FY '09

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.

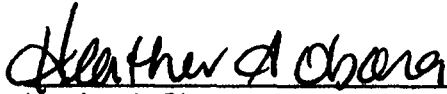
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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



Heather A. Obora
Chief Purchasing Officer

Approved:



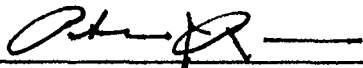
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to Legal Form:



Patrick J. Rocks
General Counsel