

AMEND BOARD REPORT 10-0526-PR7
APPROVE ENTERING INTO AN AGREEMENT WITH RELATIONAL TECHNOLOGY SERVICES DBA
RELATIONAL TECHNOLOGY SOLUTIONS (RTS) AND SUBSEQUENTLY ASSIGNED TO
TRANSCEND UNITED TECHNOLOGIES, LLC FOR PRIVATE BRANCH EXCHANGE ("PBX"), INTUITY
VOICEMAIL SYSTEM, CONVERSANT SYSTEMS AND RELATED CALL CENTER COMPONENTS
HARDWARE AND SOFTWARE MAINTENANCE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Relational Technology Services dba Relational Technology Solutions and subsequently acquired by Transcend United Technologies, LLC ("Transcend") to provide hardware and software maintenance services for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Conversant Systems and associated Call Center components at 125 South Clark, Elizabeth Training Center, and the Board's three (3) current Student Support Business Service Center locations for Information & Technology Services (ITS), at a cost no to exceed \$563,782.49 for the three year term. RTS was selected on a non-competitive basis due to three primary reasons: (1) Avaya has changed business practices and runs all proprietary maintenance services through their approved business partners, (2) RTS is an approved Avaya business partner and an established CPS vendor; (3) RTS holds the application codes on behalf of Avaya for the CPS systems. A written agreement for RTS services is currently being negotiated. No services or goods shall be ordered or received and no payment shall be made to Transcend RTS 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. Information pertinent to this agreement is stated below.

This June 2012 amendment is necessary to consent to the assignment and assumption of the original agreement as extended to Relational Technology Services, Inc. dba Relational Technology Solutions ("RTS"). The assets of RTS were acquired by Transcend United Technologies, LLC in approximately February of 2012. A written consent to the assumption of the original agreement is required and is currently being prepared. The authority granted herein shall automatically rescind in the event the assumption of the original agreement is not executed within 90 days of the date of this Board Report.

VENDOR:

- Vendor # 80498
- 1) ~~RELATIONAL TECHNOLOGY SERVICES,
INC DBA RELATIONAL TECHNOLOGY
SOLUTIONS
1070 POLARIS PARKWAY, STE
200 COLUMBUS, OH 43240
Pete Milano 847-
637-2337~~

 - 2) Vendor # 64880
TRANSCEND UNITED TECHNOLOGIES,
LLC
2101 KENNEDY ST., NEMINNEAPOLIS, MN
55413 Jim Moon 800 800-0353

USER INFORMATION:

Contact: 12510 - Information & Technology Services
125 South Clark Street - 3rd Floor
Chicago, IL 60603
Tidmarsh, Mr. Lachlan W.
773-553-1300

Project 12510 - Information & Technology Services
Manager: 125 South Clark Street - 3rd Floor
Chicago, IL 60603
Zalewski, Miss Kathryn Lucille
773-553-1300

TERM:

The term of this agreement shall commence on the date the agreement is signed and shall end 36 of months thereafter. This agreement shall have no options to renew.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES: Transcend ~~RTS~~ will provide hardware and software maintenance including on-site coverage and hardware/software component replacement/installation as needed for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Conversant Systems and associated Call Center components at 125 South Clark, Elizabeth Training Center and the three Student Support Business Service Centers currently located at 1900 N. Austin, 4655 S. Dearborn and 11424 S. Western.

DELIVERABLES: Transcend ~~RTS~~ will provide maintenance, break/fix, technical response and specific on-site coverage for the hardware and software to ensure the proper operation of the Avaya software, servers and associated parts.

OUTCOMES: Transcend ~~RTS~~ will provide the Board with necessary hardware and software maintenance and support services to ensure the proper functioning of the Avaya operating systems and any related equipment.

COMPENSATION:

Vendor shall be paid as follows: Upon invoicing: (i) one lump sum payment of \$259,359.41 for maintenance and support services during year one; (ii) one lump sum payment of \$152,211.54 for maintenance and support services during year two; and (iii) one lump sum of payment of \$152,211.54 for maintenance and support services during year three; total compensation not to exceed \$563,782.49.

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:

Pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services (M/WBE Program), the M/WBE participation for the contract includes 35% total MBE and 5% total WBE. However, the Waiver Committee recommends that a partial waiver of 15% for the MBE and 5% for the WBE participation goals for this contract as required by the Remedial Program be granted because the contract scope is not further divisible.

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

Total MBE - 20%
Quantum Crossing, LLC
111 East Wacker
Suite 990
Chicago, IL 60601

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

FINANCIAL:

Charge to the ~~Office of~~ Information Technology Services \$563,782.49

12540-115-56105-254501-000000-2010	\$259,359.41
12540-115-56105-254501-000000-2011	\$152,211.54
12540-115-56105-254501-000000-2012	\$152,211.54

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 May 25, 2011 (11-0525-PO2), 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:



SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:




JEAN-CLAUDE BRIZARD
Chief Executive Officer

Within Appropriation:



DAVID G. WATKINS
Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel