May 27, 2003

APPROVE THE RENEWAL OF THE EXISTING AGREEMENT WITH SM@RT TECHNOLOGY SERVICES, INC. FOR HELP DESK AND BREAK-FIX SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve the renewal of the existing agreement with SM@RT Technology Services, Inc. to provide help desk and break-fix services to the Office of Technology Services at a cost not to exceed \$2,897,075.00 for the renewal period. A written renewal agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant during the renewal period prior to the execution of the renewal agreement. The authority granted herein shall automatically rescind in the event a written 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.: 01-250030

CONSULTANT: SM@RT Technology Services, Inc.

156 North Jefferson Street, Suite 300

Chicago, Illinois 60661

Contact: Stephen C. Baker, President/CEO

Telephone No. 312-612-8221

Vendor No. 29748

USER: Office of Technology Services

125 South Clark Street Chicago, Illinois 60603

Contact: David Vitale, Acting Chief Technology Officer

Steve Dorner, Deputy Chief Technology Officer -- Operations

Telephone No. 773-553-1300

ORIGINAL AGREEMENT: The original Network Support and Maintenance Agreement (authorized by Board Report 01-0328-PR15) in the amount of \$1,846,468.00, is for a term commencing February 20, 2001 and ending September 30, 2001. The original agreement was awarded on a non-competitive basis because it was necessary to have uninterrupted break-fix service and the provider is completely conversant with the Board's complex systems. The original contract was renewed in the amount of \$2,635,242.50 for a period commencing October 1, 2001 and ending July 31, 2002 (authorized by Board Report 01-0926-PR22). The agreement was further renewed (authorized by Board Report 02-0724-PR19) in the amount of \$1,257,525.00, is for a term commencing August 1, 2002 and ending July 31, 2003.

RENEWAL PERIOD: By mutual consent of the parties, the term of this agreement is being renewed for eleven (11) months commencing August 1, 2003 and ending June 30, 2004.

SCOPE OF SERVICES: Consultant will continue to provide LAN/WAN computer and network support services, including all personal computers located at 125 South Clark, 600 school locations, and the twenty-four (24) Area Instructional Offices. Consultant will also continue to support the unique set of applications that form the Administrative network such as; Oracle, SI, SAMAPR, AIMS, Outlook Client, Kronos and Citrix. Consultant will perform all end-to-end services involved in troubleshooting problems regardless if they are hardware, software, operating system, network or wiring related as a comprehensive set of deliverables, including:

- install new work stations;
- move existing work stations;
- add additional components to work stations:
- upgrade or replace existing work stations;
- establish connectivity to the host network;
- resolve equipment failures;

- provide support services related to the installation, configuration, troubleshooting and swap-out of network components;
- support the Kronos datakeepers in all schools and remote office locations;
- provide desk-side software support;
- provide Help Desk agents, including software, to staff the OTS Help Desk;
- provide project management services;
- provide dispatch services;
- provide support for the C.L.E.A.R. Project;
- provide support for the No Child Left Behind initiative;
- provide SQL programming for the Help Desk software Liberium

In addition, during this renewal period, consultant will provide resources to remotely manage multiple teams to perform remediation on approximately 60,000 desktop computers at approximately 625 schools locations in the CPS and to install a local anti-virus server at each school. Consultant will perform all end-to-end services involved in trouble shooting problems using a strike team approach regardless if they are hardware, software, operating system or network related as a comprehensive set of deliverables, including:

- Install new anti-virus servers;
- Asset tag computers;
- Rename computers using CPS standard naming convention;
- Install virus software;
- Clean virus off computers;
- Configure computers to be accessible to access SMS;
- Establish computer communication to local anti-virus servers.

DELIVERABLES: Vendor shall continue to provide a help desk and total computer equipment and network support for the Board's LAN/WAN. In support of the services rendered, Consultant shall provide the following:

- Daily jobticket queue status report
- Daily jobticket assignment report
- Weekly desktop and network support report
- Monthly desktop and network report
- Weekly problem management report
- Bi-weekly status report
- Any additional reports as required by the CTO
- New anti-virus servers at each school
- Desktop computers clean of virus (including servers)
- Desktop computers with anti-virus solution
- Asset inventory for computers
- Desktop computers connectivity to SMS

OUTCOMES: Vendor's services shall result in the Board receiving quality computer equipment and network support for its LAN/WAN. Vendor's services shall result in the Board receiving an install quality anti-virus solution, asset inventory for computers, new servers and the ability to do remote problem solving via SMS.

COMPENSATION: Vendor shall be paid as follows: \$25,000 monthly fee for help desk services; \$12,500 monthly fee for project management and dispatch services; an hourly rate of \$55.00 for workstation support services and \$75.00 for network support services; aggregate cost not to exceed \$2,897,075.00.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written renewal agreement. Authorize the President and Secretary to execute the renewal agreement.

Authorize the Chief Technology Officer to execute all ancillary documents required to administer or effectuate this renewal agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the waiver request is fair and reasonable due to the scope of the contract.

The vendor has, however, identified and scheduled the following firms and percentages

Total 9.8% MBE:

Total 93.8% African American: \$2,717,455.85

Smart Tech. Certified through 8/31/03

156 N. Jefferson St., #300 Chicago., Illinois 60661

Total 6% Asian: \$173,825.00 Certified Systems Applied 11/15/02

2020 W. Division St., #1R Chicago., Illinois 60622

Total 2% WBE: \$5,794.15

Carolyn Kitty Independent Consultant

332 S. Michigan Ave. Chicago, Illinois 60604

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

FINANCIAL: Charge to the Office of Technology Services: \$2,897,075.00

Budget Classification: 0960-210-000-1113-5410 \$2,897,075.00 FY04

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.

Approved as to Legal Form:

Robert R. Hall Jr. / Acting General Counsel

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:

Sean P. Murphy
Chief Purchasing Officer

Within Appropriation:

Approved:

Arne Duncan
Chief Executive Officer

Within Appropriation: