## **AMEND BOARD REPORT 04-0623-PR2**

# APPROVE THE PRE-QUALIFICATION STATUS OF AND APPROVE ENTERING INTO AGREEMENTS WITH VARIOUS CONSULTANTS TO PROVIDE COMPUTER AND NETWORK MAINTENANCE/SUPPORT SERVICES

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

Approve the pre-qualification status of and approve entering into agreements with various consultants to provide Computer and Network Maintenance/Support services to all schools, area instructional offices and departments at an aggregate cost not to exceed \$30,000,000 over the 3 year contract period. These agreements are subject to the Board's Strategic Sourcing Policy. Consultants were selected on a competitive basis pursuant to a duly advertised Request for Qualifications (Specification No. 04-250046). A written master agreement for each consultant is currently being negotiated. No services shall be provided by any consultant and no payment shall be made to any Consultant prior to the execution of such Consultant's written master agreement. The pre-qualification status approved herein for each consultant shall automatically rescind in the event such consultant fails to execute the Board's master agreement within 120 days of the date of this Board Report. Information pertinent to there master agreements is stated below.

This amended Board Report is necessary to pre-qualify consultants in additional areas/levels as indicated on attached list. Written amendments to the master agreements to reflect the additional areas for which consultants are pre-qualified are required. The authority granted herein shall automatically rescind as to each consultant in the event a written amendment is not executed by such consultant within 120 days of this amended Board Report.

Specification No: 04-250046

**CONSULTANTS:** See attached list.

**USER:** All schools, area instructional offices and departments. **Contact Person:** Commodity Manager: Craig Holloway 553-2903

**TERM:** The term of this pre-qualification period and each agreement shall commence on the date the agreement is signed and end June 30, 2007. The Board shall have the right to extend the pre-qualification period and the agreements for two (2) successive one-year periods.

**SCOPE OF SERVICES**: Consultants will provide district-wide maintenance and support services, including the acquisition of replacement parts, for supported computer, network, and peripheral equipment, in their area(s) of pre-qualification. Pre-qualification areas are as follows: Level 1 (help desk), Level 2 (basic support), and Level 3 (server and advanced support). The prequalified area(s) for each consultant are indicated on the attached list.

**DELIVERABLES:** Consultants shall provide parts and labor to maintain and support the district-wide instructional and administrative PCs and network.

**OUTCOMES:** Consultants' services will result in 1) reserve capacity for the CPS Help Desk to meet peak demand, and 2) computer and peripheral equipment being operational for use in instruction and administration.

**COMPENSATION:** The sum of payments to all pre-qualified consultants for the pre-qualification period shall not exceed \$30,000,000 over the 3-year contract period. Consultants shall be paid in accordance with specific statements of work prepared for each project.

**USE OF THE POOL:** Pre-qualified consultants may be assigned jobs and projects from any of the following:

- 1. Departments: through the Chief Information Officer or his designee;
- 2. Schools: through Chicago Public School area instructional officers, principals, technology coordinator, or designee;
- 3. A Board consultant hired as Program Manager.

Each job and project will be in the form of a Statement of Work detailing the specifics of such job, including the price. Prices shall be based on program payment method and when authorized on the hourly rates for labor and cost plus rates for parts specified in the consultants' agreements.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written master agreements <u>and amendments</u>. Authorize the President and Secretary to execute the master agreements <u>and amendments</u>. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate the master agreement <u>and amendments</u>.

**AFFIRMATIVE ACTION:** Pursuant to Section 6.2 of the M/WBE Plan, the aggregated alternative method of compliance is being utilized as an effective method of achieving M/WBE participation. Total aggregated M/WBE participation will be monitored and reported on a monthly basis.

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

FINANCIAL: Charge to various schools and departments

Budget Classification No: 5730 Equipment, 5470-Services /Repair Contracts

Sources of funds: Various

## **GENERAL CONDITIONS REGARDING PRE-QUALIFIED VENDOR PROGRAMS:**

All pre-qualified vendors shall be required to enter into the Board's standard master agreement, which master agreement shall specifically identify the services to be provided by each vendor and shall include other basic contractual terms and conditions as deemed appropriate by the General Counsel.

The Chief Purchasing Officer shall develop, within six (6) months of the establishment of the pre-qualified program, a qualitative evaluation process which will rate each vendor's performance under the program. This qualitative evaluation process will also allow on-going evaluations to be performed by the Chief Information Officer or designee and will permit for a vendor's compensation limit to be increased or decreased, as the case may be, or provide grounds for revoking a vendor's pre-qualification status.

The Chief Purchasing Officer shall monitor all purchase orders, or such other documents as required, for User Groups to utilize the pre-qualified vendors to ensure that the program remains within its budgetary limitations.

User Groups may only utilize pre-qualified vendor for those services for which such vendor has been prequalified and are identified in such vendor's master agreement. The Chief Purchasing Officer shall prepare a directory or other such type of listing to be distributed to all User Groups which specifies the types of services for which each vendor has been pre-qualified.

Pursuant to Board rule 5-10.2, The Chief Purchasing Officer shall submit a quarterly Board Report which reports expenditures made during the previous quarter to pre-qualified vendors including an accounting and reconciliation of such expenditures to individual vendors against the total expenditure authorized for the applicable pre-qualified pool of vendors.

The Chief Purchasing Officer and <u>Chief Information Officer</u> shall impose financial limits on the use of prequalified vendors, including limits on the amount each User Group may purchase from a vendor under the pre-qualified program and the total amount of compensation paid to any one vendor during the term of the pre-qualification program. Financial limitations shall be imposed based upon the following categories of services: (i) For those services which are substantial in nature, re-occurring or of a type from past experience which will involve a high threshold of expenditures, the Chief Purchasing Officer may impose financial limitations as deemed necessary; and (ii) For those services which are routine in nature and will not involve a high threshold of expenditures, the Chief Purchasing Officer shall impose financial limits per User Group and per vendor. Any request to exceed any imposed financial limitations shall require additional Board approval.

The Chief Purchasing Officer and Chief Information Officer shall develop guidelines regarding the imposition of financial limitations on newly pre-qualified vendors or previous vendors of the Board who are now being pre-qualified to perform new or different services, with a corresponding periodic evaluation of such vendor's performance to allow for an increase in such vendor's financial limitation due to satisfactory performance ratings.

#### **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:
Heather A. Obora Chief Purchasing Officer
Within Appropriation:
Maisica
John Maiorca Chief Financial Officer
Approved as to Legal Form:
Patrick J. Rocks

General Counsel

Ane Duna D.P.

Arne Duncan

Chief Executive Officer

## Computer and Network Maintenance/Support Services Consultants

- Advance Computer Technical Group, Inc. 805 W. Randolph Suite 200
   Chicago, IL. 60607
   Mr. Stephen Matthews
   (312) 738-2284
   Vendor 27956
   Prequalification Areas
   Level I (Help Desk)
   Level II (Basic Support)
   Level III (Server and Advance Support)
- 2. Advanced System Consultant Inc
  PO Box 3176
  Joliet IL. 60436
  Ms. Rose Wennlund
  (773) 617-1315
  Vendor 19018
  Prequalification Areas
  Level I (Help Desk)
  Level II (Basic Support)
  Level III (Server and Advance Support)
- Advotek Inc. DBA/ Computerland.
   148 Ogden
   Downers Grove IL. 60515
   Ms. Diana Conley
   (630) 924-7762
   Vendor # 45666
   Prequalification Areas
   Level I (Help Desk)
   Level III (Server and Advance Support)
- 5. NJW Technology Solutions INC
  1 E. Wacker Drive Suite 2120
  Chicago, IL. 60601
  Ms. Norma Williams
  (847) 875-8961
  Vendor # 34101
  Prequalification Areas
  Level I (Help Desk)
  Level III (Basic Support)
  Level III (Server and Advance Support)
- 7. Smart Technology Inc.
  156 N. Jefferson Street Suite 300
  Chicago, IL 60661
  Ms. Theresa Jamison
  (312) 775-6554
  Vendor 29748
  Prequalification Areas
  Level I (Help Desk)
  Level II (Basic Support)
  Level III (Server and Advance Support)

- 4. KBS Computer Services INC
  418 Highland Rd.
  Mattson IL. 60443
  Mr. Anthony R. Kitchens
  (708) 481-6631 ext 11
  Vendor # 15363
  Prequalification Areas
  Level I (Help Desk)
  Level II (Basic Support)
  Level III (Server and Advance Support)
- 6. Rico Enterprises Inc.
  7022 W. 73<sup>rd</sup> Place
  Chicago, IL 60638
  Ms. Guadalupe Rico
  (708) 594-7426
  Vendor 50080
  Prequalification Areas
  Level I (Help Desk)
  Level II (Basic Support)
  Level III (Server and Advance Support)
- System Development, Integration, Inc. 180 N. LaSalle Street Suite 1500 Chicago, IL 60601 Ms. Sharee Wolff (312) 580-7563 Vendor 26704 Pregualification Areas Level I (Help Desk) Level II (Basic Support) Level III (Server and Advance Support)