

**APPROVE EXTENDING THE AGREEMENT WITH MESSAGE LABS  
FOR MANAGEMENT AND SOFTWARE SERVICES**

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

Approve extending the agreement with Message Labs, Inc. ("Message Labs" or "Vendor") for management and software services to the Information & Technology Services ("ITS") for an additional six-month period at a cost for the extension period not to exceed \$156,000.00. ITS is requesting an additional extension period in order to release a Request for Proposal that will include these services plus Web content-filtering services, which are currently not purchased through this same agreement. The extension on this agreement will allow the RFP to combine both services and terms for substantial cost savings. Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1. A written extension agreement is currently being negotiated. No payment shall be made to Message Labs during the extension period prior to the execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

**VENDOR:** Message Labs, Inc.  
512 Seventh Avenue, 6th Floor  
New York, NY 10018  
Contact Person: Paul Fallon  
Telephone No.: (343) 349-9090  
Vendor No.: 80180

**USERS:** Information & Technology Services  
125 South Clark Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60603  
Contact: Robert W. Runcie, Chief Information Officer  
Anthony L. McPhearson, Director of Client Computing Services  
Telephone No.: (773) 553-1300

**ORIGINAL AGREEMENT:** The original agreement (authorized by Board Report 05-0928-PR7) in an amount not to exceed \$240,000.00 is for a term commencing October 1, 2005 and ending June 30, 2006, with the Board having two options to renew for a one year period each. The term of this agreement was renewed for one year commencing July 1, 2006 and ending June 30, 2007 (authorized by Board Report 06-0628-PR21), for a total cost not to exceed \$240,000.00. The agreement was then amended to simultaneously exercise the first and second options to renew, for a two-year period, commencing July 1, 2006 and ending June 30, 2008 (authorized by Board Report 06-1115-PR10). The agreement was then amended to increase compensation to \$624,000.00 for a two-year term (authorized by Board Report 07-0425-PR8). Vendor was selected on a competitive basis pursuant to Board Rule 5-4.1. The term of this agreement was extended for a term commencing July 1, 2008 and ending December 31, 2008 (authorized by Board Report 08-0602-PR17).

**OPTION PERIOD:** The term of this agreement is being extended for six months commencing January 1, 2009 and ending June 30, 2009.

**OPTION PERIODS REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** Message Labs will continue to provide anti-virus, anti-spam, image control, and content control. All services will be provided through skilled resources performing technical support, management, support and problem identification and problem resolution for all associated systems as defined by the Chicago Public Schools.

**DELIVERABLES:** Message Labs will continue to provide service on a 24 hours/day by seven days a week basis from Message Labs Global Operations Centre. The service is monitored for hardware availability, service capacity, and network resource utilization.

**OUTCOMES:** Message Labs services will ensure that inbound and outbound e-mail and attachments are scanned by leading anti-virus products and Skeptic.

**COMPENSATION:** Message Labs shall be paid during the extension period in accordance with a pricing schedule contained in the written extension agreement: total compensation not to exceed \$156,000.00.

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

**AFFIRMATIVE ACTION:** The MWBE goals for this contract include: 35% total MBE and 5% WBE. However, the Waiver Committee recommends that a partial waiver of the MBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract scope is not further divisible.

Message Labs has agreed to mentor Advotek in a way that builds the company's technical and sales capability to market this technology to the private sector in the future.

Total 10% WBE:

**Sunnyside Travel** 5%  
2100 South Indiana Avenue, Suite #109  
Chicago, IL 60616

**Advotek, Inc.** 5%  
148 Ogden Avenue  
Downers Grove, IL 60515

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

**FINANCIAL:** Charge to Information & Technology Services: \$156,000.00  
Budget Classification: Various operating budget lines. \$156,000.00 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 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).

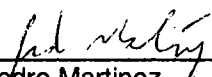
**Approved for Consideration:**


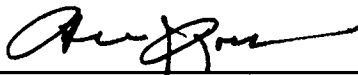
  
\_\_\_\_\_  
Opal L. Walls  
Chief Purchasing Officer

**Approved:**

  
\_\_\_\_\_  
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
Pedro Martinez  
Chief Financial Officer

**Approved as to legal form:**   
  
\_\_\_\_\_  
Patrick J. Rocks  
General Counsel