

**RATIFY AN AGREEMENT WITH
SM@RT TECHNOLOGY SERVICES, INC. FOR HELP DESK AND BREAK-FIX SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an 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 \$1,846,468.00. These services were obtained without prior Board approval. Consultant was selected on a non-competitive basis because it is necessary to have uninterrupted break-fix service due to the expiration of the IBM contract and the provider is completely conversant with the Board's complex systems. Sm@rt has been providing these services to the Board for the past twenty-nine (29) months as a subcontractor under the expired IBM contract. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to Consultant 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 ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 01-250031

CONSULTANT: **SM@RT Technology Services, Inc.**
188 West Randolph Street
Suite 1526
Chicago, Illinois 60601
Contact: Stephen C. Baker, President/CEO
Telephone No. 312-263-2760
Vendor No. 29748

USER: Office of Technology Services
Elaine L. Williams, Chief Technology Officer
125 South Clark Street
Chicago, Illinois 60603
Telephone No. 773-553-1300

TERM: The term of this agreement shall commence on February 20, 2001 and shall end September 30, 2001.

EARLY TERMINATION RIGHT: Either party has the right to terminate this agreement with thirty (30) days written notice.

SCOPE OF SERVICES: Consultant will provide LAN/WAN computer and network support services, 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.

DELIVERABLES: Vendor shall 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

OUTCOMES: Vendor's services shall result in the Board receiving quality computer equipment and network support for its LAN/WAN.

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; a one-time payment of \$1,250.00 for software licenses; and an hourly rate of \$55.00 for workstation support services and \$75.00 for network support services; aggregate cost not to exceed \$1,846,468.00.

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

AFFIRMATIVE ACTION: Vendor agrees to comply with and be bound by the provisions of the Revised Remedial Plan for Minority and Women Business enterprise Economic Participation (M/WBE Plan).

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

FINANCIAL:	Charge to the Office of Technology Services: \$1,846,468.00		
	Budget Classification: 0960-210-000-1110-5470	\$1,088,943.92	FY01
	Budget Classification: 0960-210-000-1110-5470	\$757,524.08	FY02

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.

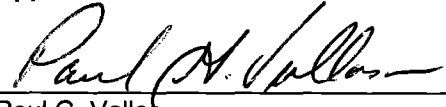
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



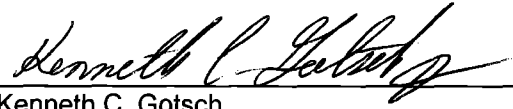
Natalye Pagan
Chief Purchasing Officer

Approved:



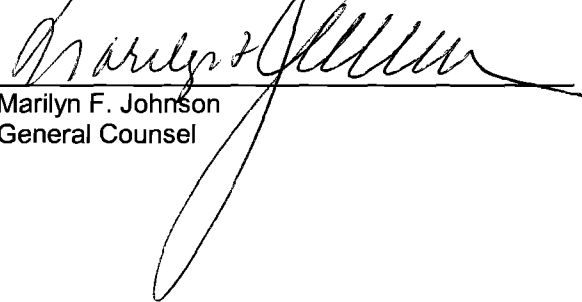
Paul G. Vallas
Chief Executive Officer

Within Appropriation:



Kenneth C. Gotsch
Chief Fiscal Officer

Approved as to legal form:



Marilyn F. Johnson
General Counsel