

**APPROVE ENTERING INTO AN AGREEMENT WITH
THE FOSTER GROUP FOR CONSULTING SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with The Foster Group to provide consulting services to the Office of Technology Services at a cost not to exceed \$647,904.00. Consultant was selected on a non-competitive basis because Foster is exceptionally qualified to perform these services at a competitive cost. A written agreement with The Foster Group is currently being negotiated. No services shall be rendered and no payment shall be made to The Foster Group 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.: 01-250147

CONSULTANT: The Foster Group
180 North Michigan Avenue, Suite 2000
Chicago, Illinois 60601
Contact: Russell C. Pike
Telephone No. 312-609-1009
Vendor No. 11897

USER: Office of Technology Services
125 South Clark, 3rd Floor
Chicago, Illinois 60603
Contact: Elaine L. Williams, Chief Technology Officer
Arlene Love, Deputy Chief Technology Officer - Operations
Telephone No. 773-553-1300

TERM: The term of the agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with thirty (30) days written notice.

SCOPE OF SERVICES: The Foster Group will provide the development of an initial plan, business impact analysis recommendation of disaster recovery options, and development of a Request for Proposals for a Business Recovery Contingency Plan.

DELIVERABLES: Consultant shall deliver the following:

Phase 1 – Project Planning and Initiation

- Identify the requirements for, and assemble an appropriate team consisting of Board personnel and consultants as needed.
- Prepare a project schedule and plan identifying all project goals, clearly indicating project scope, and specifying deadlines and resources, checkpoints and completion dates for all tasks.
- Coordinate meeting(s) with senior CPS management to review project goals, team requirements, time frames and general impact on CPS operations.
- Provide written biweekly project status report outlining the current and projected status of the project with respect to the designated completion date including tasks accomplished to date, any current or anticipated issues or problems impeding the project, tasks remaining to be accomplished, and any other information regarding the project and its rate of progress. The project status report also is to include a updated project plan.

Phase 2 – Assessment and Business Impact Analysis

- Determine what constitutes a disaster or emergency for the Board;
- Identify and prioritize the mission critical applications and business processes of the Board pertaining to all infrastructure components (e.g., firewall, telephones, and local and wide area networks);
- Identify and prioritize the business risks to the operations of the Board;
- Identify “single-points-of-failure”;
- Evaluate existing recovery strategies, plans, procedures and associated audit comments;
- Provide practical and cost-justified recommendations to reduce external and internal risks, enhance levels of computer security, and enhance recovery strategies and plans;
- Identify the key elements to be used for the subsequent development of a Business Recovery/Contingency Plan.

Phase 3 – Disaster Recovery Strategy

- Recommend alternative disaster recovery strategies to the Board.

Phase 4 – Request for Proposal Requirement Definition and Drafting

- Develop and submit a Request for Proposals to OTS for review and approval.
- Prepare a Business Impact Analysis summary
- Present recommendation of disaster recovery options/strategies/designs
- Define requirements for the development of the Business Continuity Plan

Phase 5 – Oversight of the Vendor Selection Process

- Creation of the bidders list
- Coordinate and participate in vendor meetings
- Analysis of vendor’s proposal
- Prepare an evaluation summary report
- Development of vendor evaluation criteria
- Summary of vendor responses and cost proposal
- Schedule and conduct site visits

Phase 6 – Prepare Test Plan and Conduct DRP Testing

- Develop initial testing plan to verify the validity of the new disaster recovery plan
 1. Outline testing goals
 2. Determine testing schedule
- Participate in all initial testing procedures
 1. Record and report on testing results
 2. Prepare on-going testing plan and schedule
 - a) Quarterly tests
 - b) Tests of varying severity and complexity

Phase 1-5 Deliverables will be delivered during Year 1 of this Agreement and Phase 6 Deliverables will be delivered during Year 2 of this Agreement.

OUTCOMES: Consultant’s services will result in the Board having a business impact analysis, a disaster recovery strategy, an RFP for Disaster Recovery, oversight of the vendor selection process, and preparation and performing of DRP tests.

COMPENSATION: Consultant shall be paid as follows: upon monthly invoicing and receipt of deliverables at the hourly rates as specified in the contract: Phase 1 in an amount not to exceed \$112,350.00; Phases 2 and 3 in an amount not to exceed \$233,610.00; Phase 4 in an amount not to exceed \$40,092.00; Phase 5 in an amount not to exceed \$40,092.00; and Phase 6 in an amount not to exceed \$221,760.00. The total amount not to exceed \$647,904.00.

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: The products and services to be delivered by this vendor are subject to the provisions of the Revised Remedial Plan for M/WBE Economic Participation. Every good faith effort will be made by this vendor to achieve compliance with the applicable goals.

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

FINANCIAL: Charge to the Office of Technology Services: \$647,904.00

Budget Classification No. 0220-210-000-1116-5410	\$126,144.00	FY01
Budget Classification No. 0960-210-000-1116-5410	\$300,000.00	FY02
Budget Classification No. 0960-210-000-1116-5410	\$221,760.00	FY03

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.

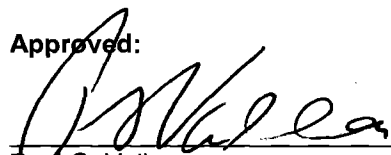
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



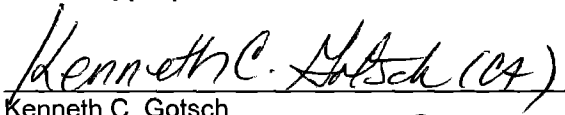
 Natalye Paquin
 Chief Purchasing Officer

Approved:



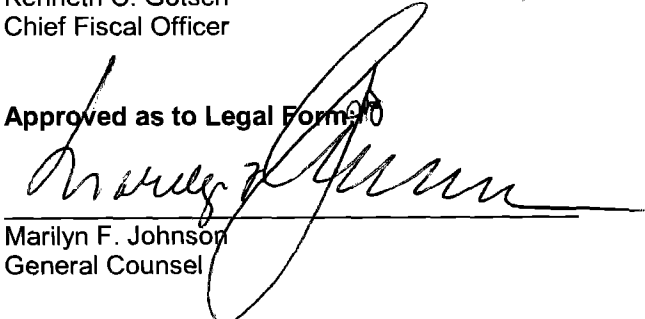
 Paul G. Vallas
 Chief Executive Officer

Within Appropriation:



 Kenneth C. Gotsch
 Chief Fiscal Officer

Approved as to Legal Form:



 Marilyn F. Johnson
 General Counsel