

**RATIFY AN AGREEMENT WITH STORAGE TECHNOLOGY FOR  
HARDWARE AND SOFTWARE MAINTENANCE****THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Ratify an agreement with Storage Technology Corporation ("Storage Tek") to provide hardware and software maintenance for the Silo hardware, Tape Drive hardware and interface software to the Office of Technology Services ("OTS") including remote and "as needed" on-site maintenance, performance tuning, system audits and troubleshooting at a cost not to exceed \$225,738.64. These services were obtained without prior Board approval. Storage Tek was selected on a non-competitive basis because of its proprietary software and technical expertise in providing maintenance services for Storage Tek. A written agreement for Storage Tek's services and software is currently being negotiated. No payment shall be made to Storage Tek 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:** 00-250104

**VENDOR:** Storage Technology Corporation  
10 South Wacker Drive, Suite 2000  
Chicago, Illinois 60606  
Contact: Phil Johanset  
Telephone No. 312-930-5942  
Vendor Number: 27364

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

**TERM:** The term of this agreement shall commence on January 1, 1999 and shall end on June 30, 2002. This agreement shall have no options to renew.

**SCOPE OF SERVICES:** Storage Tek will provide maintenance for the Silo hardware, Tape Cartridge hardware and interface software on a 24 x 7 basis with a four (4) hour on-site performance.

**DELIVERABLES:** Storage Tek will provide hardware and software support to insure the proper operation of the Silo Hardware, Tape Drive Hardware and IBM Interface. Storage Tek will provide replacement of 4 SCSI tape drives with 4 ESCON tape drives. Storage Tek will provide software support to ensure the storage system's interface is functioning properly.

**OUTCOMES:** The maintenance will allow technical and user support to the Office of Technology Services. OTS will have the necessary hardware and software support to ensure the proper functioning of the storage system.

**COMPENSATION:** Vendor shall be paid, upon execution of agreement, the lump sum of \$55,909.08, and the balance shall be paid upon monthly invoicing; total cost not to exceed \$225,578.64.

**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 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 full waiver of the participation goals for this contract as required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) be waived because contract scope not further divisible.

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

**FINANCIAL:** Charge to the Office of Technology Services: \$225,738.64

Budget Classifications: 0220-210-000-1116-5470 \$ 4,481.00 FY: 99 P.O.# C849057  
0960-210-000-7536-5470 \$158,733.00 FY: 01 P.O.# 128904  
0960-210-000-7536-5470 \$ 62,524.64 FY: 02

**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.

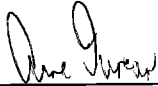
Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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).

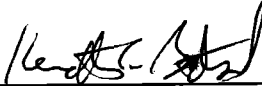
**Approved for Consideration:**


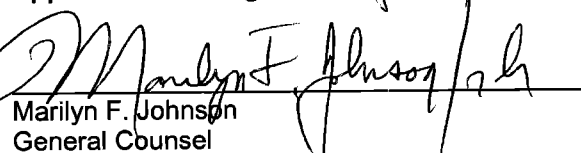
  
\_\_\_\_\_  
Anita Rocha  
Acting Chief Purchasing Officer

**Approved:**

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

**Within Appropriation:**

  
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Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to Legal Form:**   
  
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Marilyn F. Johnson  
General Counsel