

**APPROVE ENTERING INTO AN AGREEMENT WITH BLACKWELL CONSULTING SERVICES FOR  
THE PURCHASE OF COMPUTER AND EQUIPMENT MAINTENANCE SERVICES**

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

Approve entering into an agreement with Blackwell Consulting Services for the purchase of computer and equipment maintenance services to the Office of Technology Services ("OTS") at a cost not to exceed \$1,000,000.00. Blackwell Consulting Services was selected on a non-competitive basis because of its overall knowledge and history with the Board's Local Area Network eMessaging Team. A written agreement is currently being negotiated. No payment shall be made to Blackwell Consulting Services prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below

**SPECIFICATION No.:** 04-250170

**VENDOR:** Blackwell Consulting Services  
100 South Wacker Drive, Ste. 800  
Chicago, Illinois 60606  
Contact: Robert Blackwell Sr.  
Telephone No.: (312) 553-0730  
Vendor No.: 20588

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

**TERM:** The term of this agreement shall commence October 1, 2004 and shall end September 30, 2005. This agreement shall have one (1) option to renew for a one (1) year period.

**EARLY TERMINATION RIGHT:** Either party shall have the right to terminate this agreement upon thirty (30) days written notice.

**SCOPE OF SERVICES:** Blackwell Consulting Services will provide computer, consulting, and network support services as well as equipment maintenance as pertaining to the Chicago Public Schools electronic messaging and directory services environment. All services will be provided through skilled resources performing network administration, management, support, and problem identification and problem resolution for all associated systems as defined by the Chicago Public Schools.

**DELIVERABLES:** Blackwell Consulting Services will perform the tasks outlined in the scope of services and will submit weekly status reports to the Chicago Public Schools LAN Services Director.

**OUTCOMES:** Blackwell's services will ensure that resources remain current with emerging technologies, and will lead in the design and implementation of new technologies, features, services, and initiatives as directed by the Board.

**COMPENSATION:** Blackwell shall be paid in accordance with a pricing schedule contained in the written agreement: total compensation not to exceed \$1,000,000.

**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 Information 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% Hispanic, 2% total Asian and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Plan be granted because the Contract scope is not further divisible.

The vendor has, however identified and scheduled the following firms and percentages.

Total MBE 100%:

**Total 100% African American:**

Blackwell Consulting Services	\$1,000,000.00 / 100%
100 S. Wacker Drive, ste.800	Certified until July 1, 2006
Chicago, Illinois. 60606	

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

**FINANCIAL:** Charge to the Office of Technology Services: \$ 1,000,000.00  
Budget Classification: 0220-552-000-1110-5410 \$1,000,000.00 FY 05

**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.

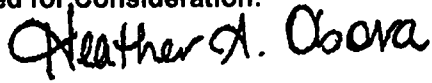
**Conflicts –** The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of 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.

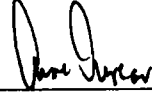
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



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Heather A. Obora *BH*  
Chief Purchasing Officer

**Approved:**



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Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



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John Maiorca  
Chief Financial Officer

**Approved as to legal form:** *JW*



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Ruth Moscovitch  
General Counsel