

**AMEND BOARD REPORT 04-1215-PR2**  
**APPROVE ENTERING INTO AGREEMENTS WITH ADVOTEK, INC. AND DELL MARKETING, L.P.**  
**AND ~~ICC-INTERFACE COMPUTER COMMUNICATIONS, INC.~~ FOR THE PURCHASE AND/OR**  
**LEASE OF NETWORK SERVERS**

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

Approve entering into agreements with Advotek Inc. and Dell Marketing, L.P., Inc. and ~~ICC-Interface Computer Communications, Inc.~~ for the purchase and/or lease of network servers for use by all schools, regional and central office departments at an aggregate cost not to exceed \$3,000,000.00 of which approximately \$300,000.00 is eligible for, but not contingent upon discounts in accordance with the guidelines and requirements of the Federal Government's Universal Services Program ("E-Rate"). Vendors were selected on a competitive basis pursuant to Board Rule 5-4.1. These contracts are subject to the Board's Strategic Sourcing Policy. Written agreements for these Vendors are currently being negotiated. No goods may be ordered or received and no payment shall be made to any Vendor prior to the execution of such Vendor's agreement. The authority granted herein shall automatically rescind as to each Vendor in the event a written agreement for such Vendor is not executed within 90 days of the date of this amended Board Report. Information pertinent to these agreements is stated below.

This amendment is necessary (i) to remove the award for Purchase and/or Lease of Network Servers from ICC-Interface Computer Communications, Inc., because ICC is not a certified Apple merchant and ii) to clarify signing authority of leasing agreements and schedules.

**Specification No. 04-250172**

- VENDOR:**
1. Advotek Inc. DBA/ComputerLand Downers Grove  
148 Ogden Avenue  
Downers Grove, IL 60515  
630-964-7762  
Diana Conley  
Vendor No. 45666
  2. Dell Marketing, L.P. (financing for leasing servers will be provided by Dell's wholly owned subsidiary, Dell Financial Services)  
One Dell Way, RR8-Box 8706  
Round Rock, TX 78682  
800-766-3355 ext. 35093  
Angela L. Woods  
Vendor No. 44646
  3. ~~ICC-Interface Computer Communications, Inc.~~  
~~633 South Plymouth Suite 1A~~  
~~Chicago, IL 60605~~  
~~312-588-0737~~  
~~Francisco Sanchez~~  
~~Vendor No. 26463~~

**USER:** All Schools, area and central office departments  
Contact Person: Demetra Hinton Knowles, Contract Administrator 773-553-3256

**TERM:** The term of each agreement shall commence on the date the agreement is signed and shall end June 30, 2008. Each agreement shall have two (2) options to renew for periods of twelve (12) months each at the same prices, terms and conditions as in the original agreement.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:** Vendors will provide servers and associated installation, configuration, extended warranty and maintenance service. Schools, area, and central office Departments shall purchase equipment at their option via requisition to Procurement and Contracts which will mail a purchase order to the appropriate vendor. School purchases shall be consistent with school improvement plans (S.I.P.). Purchases that exceed \$25,000 must be approved by the AIO. In the Central Office, purchases over \$25,000.00 must be approved by the Chief of the appropriate Department and the Chief Information Officer.

**PRICES:** Vendors will provide all network servers at the prices indicated in their original agreements. Total aggregate amount for all Vendors shall not exceed \$3,000,000.00.

**DELIVERABLES:** Vendors will provide the purchase and/or leasing/financing of servers including installation and accessories to the Chicago Public Schools.

**OUTCOMES:** Vendor's services will provide the purchase and/or leasing of network servers including installation and accessories.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions, including any indemnities provided, in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Purchasing Officer and/or Chief Information Officer or their designee to execute all leasing schedules, acceptance certificates and ancillary documents required to administer or effectuate these agreements.

**AFFIRMATIVE ACTION:** Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for Vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a quarterly basis.

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

**FINANCIAL:** Charge to various schools and departments  
Fiscal Year: 2005 - 2008  
Budget Classification: 5730 –Equipment, 5320-Supplies, 5470-Services/Repair Contracts

**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.

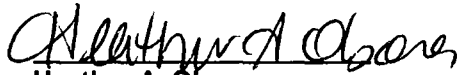
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

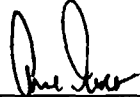
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**



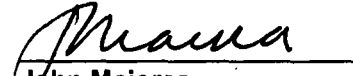
**Heather A. Obora**  
**Chief Purchasing Officer**

**Approved:**



**Arne Duncan**  
**Chief Executive Officer**

**Within Appropriation:**



**John Maiorca**  
**Chief Financial Officer**

**Approved as to legal form:** 



**Patrick Rocks**  
**General Counsel**