

AMEND BOARD REPORT 06-0222-PR9
APPROVE ENTERING INTO AN AGREEMENT WITH AVAYA CORPORATION FOR PRIVATE
BRANCH EXCHANGE ("PBX"), INTUITY VOICEMAIL SYSTEMS,
CONVERSANT SYSTEMS AND RELATED CALL CENTER COMPONENTS
HARDWARE AND SOFTWARE MAINTENANCE SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Avaya Inc. ("Avaya") to provide hardware and software maintenance services for all Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Conversant Systems and associated Call Center components at 125 South Clark, Medill Training Center and Elizabeth Training Center for the Office of Technology Services ("OTS"), at a cost not to exceed \$1,007,968.44. Avaya was selected on a non-competitive basis because this equipment is proprietary to Avaya. A written agreement for Avaya's services is currently being negotiated. No services or goods shall be ordered or received and no payment shall be made to Avaya 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.

This amendment is necessary to i) change the term of the agreement as a result of extended contract negotiations; ii) to correct the vendor address; and iii) to modify the scope of services. The authority granted herein shall automatically rescind in the event the agreement is not executed within sixty (60) days of this amended Board Report.

VENDOR: Avaya Inc.
~~230 W Monroe, Suite 1100~~ 2300 Cabot Drive, 5th Floor
~~Chicago, Illinois 60606~~ Lisle, IL 60532
Contact: ~~Todd Rafac~~ William Dane ~~Sheila Riccolo~~
Telephone No.: ~~(312) 634-2412~~ (630) 245-2798
Vendor No.: 30623

USER: Office of Technology Services
125 South Clark Street, 3rd Floor
Chicago, Illinois 60603
Contact: Robert Runcie, Chief Information Officer
Katie Zalewski, Telecommunications Director
Telephone No.: (773) 553-1300

TERM: The term of this agreement shall commence ~~February 23, 2006 and shall end February 22, 2009.~~
July 28, 2006 and shall end July 27, 2009.

SCOPE OF SERVICES: Avaya will provide hardware and software maintenance including on-site coverage, ~~training~~ help line support and hardware/software component installation as needed for all Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Conversant Systems and associated Call Center components at 125 South Clark, Medill Training Center and Elizabeth Training Center.

DELIVERABLES: Avaya will provide maintenance, training, technical response and specific on-site coverage for the hardware and software to ensure the proper operation of the Avaya software, servers and associated parts at three (3) key CPS sites.

OUTCOMES: Avaya will provide the Board with the necessary hardware and software maintenance, training and support services to ensure the proper functioning of the Avaya operating systems and any related equipment at 125 South Clark, Medill Training Center and the Elizabeth Training Center.

COMPENSATION: Avaya shall be paid during this agreement as follows: Upon invoicing: (i) one lump sum payment of \$337,923.72 for maintenance and support services during year one; (ii) one lump sum payment of \$335,022.36 for maintenance and support services during year two; and (iii) one lump sum payment of \$335,022.36 for maintenance and support services during year three; total compensation not to exceed \$1,007,968.44.

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: This contract is in full compliance with the goals required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan). The M/WBE participation goals for the contract include: 35% MBE and 5% WBE. The vendor has identified and scheduled the following:

35% MBE

| | | |
|--------------------------------|---------------------------------------|-------------------|
| Code Engineering Services | 2021 Midwest Road | Oak Brook, IL |
| Cal Communications | 1340 Busch Parkway | Buffalo Grove, IL |
| Diversified Telecommunications | 1112 S Wabash Ave, 5 th Fl | Chicago, IL |
| Informity Network, Ltd | 731 N Sangamon Suite 300 | Chicago, IL |
| Precise Products, Inc | PO. Box 310 3S286 Talbot Ave | Warrenville, IL |
| Quantum Crossings, LLC | 455 N Cityfront Plaza Suite 3100 | Chicago, IL |
| RL Canning, Inc | 1112 N Paulina | Chicago, IL |

5% WBE

| | | |
|------------------------------|---------------------|------------------|
| Arrow Messenger Service, Inc | 1322 W Walton | Chicago, IL |
| Raimonde Drilling Corp | PO Box 35050 | Elmwood Park, IL |
| Teleplus, Inc | 724 Racquet Club Dr | Addison, IL |

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

FINANCIAL: Charge to the Office of Technology Services: \$1,007,968.44
 Budget Classification: 12510-115-56105-254501-000000

| Board Location | FY06 | FY07 | FY08 | Total |
|---------------------------|------------------------------|---------------------|---------------------|-----------------------|
| 125 South Clark | 310,322.40 PO# 1154160 | 307,421.04 | 307,421.04 | 925,164.48 |
| Medill Training Center | 17,254.08 | 17,254.08 | 17,254.08 | 51,762.24 |
| Elizabeth Training Center | 10,347.24 | 10,347.24 | 10,347.24 | 31,041.72 |
| Total | \$337,923.72 | \$335,022.36 | \$335,022.36 | \$1,007,968.44 |

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-P04), as amended from time to time, shall be incorporated into and made a part of the agreement.

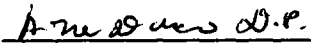
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



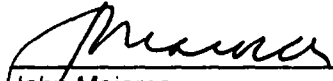
Heather A. Obora
Chief Purchasing Officer

Approved:



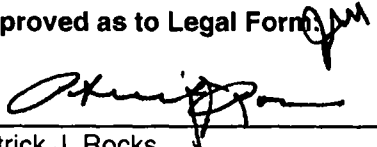
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to Legal Form:



Patrick J. Rocks
General Counsel