

**APPROVE ENTERING INTO AGREEMENTS WITH SADA SYSTEMS, INC. AND GOOGLE CORPORATION FOR ENTERPRISE EMAIL, COLLABORATION AND ARCHIVING SOFTWARE AND IMPLEMENTATION AND ARCHIVING SERVICES**

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

Approve entering into two agreements with SADA Systems, Inc ("SADA") and an agreement with Google Corporation ("Google") for enterprise email, collaboration and archiving software, and implementation and archiving services to be used by Chicago Public Schools at a total cost not to exceed \$1,824,245.00. SADA shall provide user and administrative training, technical support, implementation and data migration and will facilitate a license with Google for enterprise email, collaboration and archiving software and related archiving services. SADA was selected on a competitive basis pursuant to Board Rule 7-2. No use of the software shall begin and no payment shall be made to SADA prior to the execution of the written professional service and license agreements with SADA and execution of the agreement with Google Apps for Education ("Google Apps") with Google. The authority granted herein shall automatically rescind in the event the written agreements are not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

Specification Number : 11-250035

Contract Administrator : Hernandez, Miss Patricia / 773-553-2256

**VENDOR:**

- 1) Vendor # 96865  
SADA SYSTEMS, INC  
5250 LANKERSHIM BLVD. STE 620  
NORTH HOLLYWOOD, CA 91601  
Derek Lin  
818 942-1094
  
- 2) Vendor # 69700  
GOOGLE CORPORATION  
1600 AMPHITHEATRE PARKWAY  
MOUNTAIN VIEW, CA 94043  
Maggie Kuhlmann  
312 320-6348

**USER INFORMATION:**

Contact:  
12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Mcphearson, Mr. Anthony Lavelle  
773-553-1300

Project  
Manager: 12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Serxner, Mr. Brant A.  
773-553-1300

Project  
Manager: 12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Jones, Mr. Rodney W.  
773-553-1300

**TERM:**

The term of each agreement shall commence on April 1, 2012 and shall end on March 31, 2015. The Board shall have two options to renew each agreement for periods of one year each. The license agreement with Google shall run concurrently with the SADA agreements.

**USE OF SOFTWARE:**

CPS and all users shall use the POSTINI software for SPAM/Content Filtering, Archiving and Legal Holds and the Google Apps software for Email, Calendaring, Collaboration Spaces and Productivity Suite Functions.

**OUTCOMES:**

CPS will implement new Email, Calendaring, Collaboration Spaces and Productivity Suite Functions, using the Google Apps for Education software. SPAM/Content Filtering, Archiving and Legal Hold systems based on POSTINI will be put in place along with the Google Apps se applications. Current email and calendar data will be migrated to the new system. CPS administrators and staff will be trained in the use of the new systems. First Class will be phased out along with the Microsoft Exchange platform for email and calendars.

**COMPENSATION:**

The compensation payable to SADA under the license agreement for the POSTINI software shall not exceed \$780,000 based on the annual license fee in the amount of \$260,000. The annual license fee includes software maintenance and basic support.

The compensation payable to SADA under the professional services agreement shall not exceed \$1,044,245 which shall be paid based upon the following:

- implementation and project management fees not to exceed the sum of \$689,995.00;
- a technical support fee of \$152,325.00; and
- training services fee in the amount of \$201,925.00.

The Chief Information Officer is authorized to further negotiate and revise the fees and maximum compensation amount of each SADA agreement provided however that the total compensation payable to SADA under both agreements shall not exceed \$1,824,245.00. Google Apps and the related archiving services shall be provided by Google at no cost to the Board.

**AUTHORIZATION:**

Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize Chief Information Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:**

This agreement is in full compliance with the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts. The M/WBE goals for this agreement include 25% total MBE and 5% total WBE participation.

SADA has identified the following:

**Total MBE - 25%**

Clarity Partners, LLC  
22 West Washington Street, Suite 1490  
Chicago, Illinois 60602

**Total WBE - 5%**

The William Everett Group  
35 East Wacker Drive, Suite 914  
Chicago, Illinois 60601

**LSC REVIEW:**

Local School Council approval is not applicable to this report.

**FINANCIAL:**

Charge to Information Technology Services: \$1,824,245.00

Fiscal Years: FY12-15. FY13-15 funding is contingent upon budget appropriation and approval.

12540-230-54125-266402-000000-2012	\$308,590.00
12540-230-54125-266402-000000-2013	\$894,105.00
12540-230-54125-266402-000000-2014	\$310,775.00
12540-230-54125-266402-000000-2015	\$310,775.00

**CFDA#:** Not Applicable

**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 May 25, 2011 (11-0525-PO2), 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:

  
OPAL L. WALLS  
Chief Purchasing Officer


Approved:

  
JEAN-CLAUDE BRIZARD  
Chief Executive Officer

Within Appropriation:

  
DAVID G. WATKINS  
Chief Financial Officer

Approved as to Legal Form:

  
PATRICK J. ROCKS  
General Counsel