

AMEND BOARD RPEORT 09-1216-PR15
**APPROVE ENTERING INTO AN AGREEMENT WITH OPENTEXT CORPORATION FOR STUDENT
AND TEACHER E-MAIL AND DOCUMENT COLLABORATION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with OpenText Corporation ("OpenText") to provide student and teacher e-mail and document collaboration services to the Chicago Public Schools' Information and Technology Services at cost not to exceed \$3,573,200.00 for a two-year term, of which approximately ~~\$2,157,460.00~~ \$1,078,730.00 is the discounted portion of eligible E-Rate Services or products to be funded by the School and Libraries Division of the Universal Service Administration Company ("SLD/USAC"). The Board shall only be responsible for the non-discounted portion of E-Rate eligible services or products and the cost of ineligible services or products, which shall not exceed ~~\$1,415,740.00~~ \$2,494,470.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 1 Services as defined by SLD/USAC. Priority 1 Internet Access Services are those that are used as basic conduit access to the Internet, including e-mail. OpenText was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement is currently being negotiated. No services shall be provided by OpenText and no payment shall be made to OpenText 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

This April 2012 amendment is necessary to increase the Board's share of the cost of services by \$499,516.46. The increased cost to the Board is a result of not receiving E-Rate funding for Fiscal Year 2012. A written amendment to the agreement is required. The authority granted herein shall automatically rescind in the event an amendment is not executed within 90 days of the Board Report.

Specification Number : 09-250029

Contract Administrator : Hernandez, Miss Patricia / 773-553-2280

VENDOR:

- 1) Vendor # 15243
OPEN TEXT, INC.
100 TRI-STATE INTERN'T'L PKWY.
LINCOLNSHIRE, IL 60069
James Reider
773-929-0458

USER INFORMATION:

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

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

TERM:

The term of this agreement shall commence on July 1, 2010 and shall end June 30, 2012. This agreement shall have four options to renew for periods of one-year each.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

OpenText will provide the following services:

Internal and external Web mail access for student and employee users of the e-mail service
System capable of supporting up to 450,000 users and operating 24 hours a day, seven days a week, and 365 days a year
Comprehensive, integrated e-mail, and document collaboration solution
External and internal hosting solutions
Encrypted connections to e-mail servers
Implementation plan
Project timelines
Training and marketing
Virus protection
Secure authentication via Microsoft Active Directory
End user and support personnel training (e.g., Help Desk agents, Messaging Administrators, etc.)
Compatibility and integration
Archiving

DELIVERABLES:

OpenText shall provide and host an e-mail and collaboration system for the district. OpenText shall also provide all project deliverables associated with the implementation and maintenance of the solution.

OUTCOMES:

OpenText's services will result in a highly scalable, robust, easy-to-maintain solution that encompasses the most effective, market viable technologies designed to roster improved communication and collaboration capabilities across the district's four major user groups (students, teachers, administrators, and parents).

COMPENSATION:

OpenText shall be paid as specified in the agreement, in a total amount not to exceed the sum of \$3,573,200.00, over the two-year contract term, of which ~~\$2,157,460.00~~ 1,078,730.00 is estimated to be eligible for discounts in accordance with the guidelines and requirements of E-Rate and at a maximum cost to the Board that is not to exceed ~~\$1,415,740.00~~ 2,494,470.00. No Board funds will be disbursed if E-Rate funding is denied except for Priority 1 Services as defined by SLD/USAC.

REIMBURSABLE EXPENSES:

None.

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, and 5% WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this contract as required by the Remedial Program in Goods and Services be granted because the contract scope is not further divisible.

Open Text Inc. has elected to demonstrate a good faith effort to participate in CPS Diversity Program by complying with the Goods and Services Remedial Program Section 9.5. whereby Open Text Inc. has elected to hire ten (10) Interns from the Department of College and Career Prep. to provide on-site FirstClass end-user assistance.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Please see attachment.

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 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:



SÉBASTIEN de LONGEAUX
Chief Procurement 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

FINANCIAL:

	FY11	FY12	TOTAL
		\$707,870.00	\$1,415,740.00
CPS PAYS 12540-230-54405-254501-000000	\$707,870.00	<u>\$1,786,600.00</u>	<u>\$2,494,470.00</u>
		<u>\$1,078,730.00</u>	<u>\$2,157,460.00</u>
SLD PAYS	<u>\$1,078,730.00</u>	\$0	<u>\$1,078,730.00</u>
Grand Total	\$1,786,600.00	\$1,786,600.00	\$3,573,200.00