

**APPROVE ENTERING INTO AN AGREEMENT WITH BLACKBOARD CONNECT, INC.  
FOR INTERACTIVE VOICE RESPONSE AND OUT CALLING COMMUNICATION SERVICES,  
TRAINING AND SUPPORT**

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

Approve entering into an agreement with Blackboard Connect, Inc. (Blackboard Connect) to provide outsourced interactive voice response (IVR) and out calling communications services, training and support for Chicago Public Schools (CPS). The total amount of the contract shall not exceed \$1,494,450.00. Blackboard Connect was selected on a competitive basis pursuant to Board Rule 7-2. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to 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.

Specification Number : 12-250027

Contract Administrator : Flores, Miss Nanzi / 773-553-2280

**VENDOR:**

- 1) Vendor # 85840  
BLACKBOARD CONNECT, INC  
15301 VENTURA BLVD., BUILDING B STE 300  
SHERMAN OAKS, CA 91403  
Erin Cummings  
818 808-1700

**USER INFORMATION:**

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

Project  
Manager: 12510 - Information & Technology Services  
125 South Clark Street - 3rd Floor  
Chicago, IL 60603  
Zalewski, Miss Kathryn Lucille  
773-553-1300

**TERM:**

The term of this agreement shall commence upon signature and shall end thirty six (36) months later. This agreement shall have two options to renew for periods of one (1) year each.

**EARLY TERMINATION RIGHT:**

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

**SCOPE OF SERVICES:**

Blackboard Connect will host and support a comprehensive, highly available, web-based communications solution that will provide IVR services such as substitute teacher scheduling, employee benefits management or lunch fee management and deliver messages via varied media including, but not limited to, voice, email, text or TTY/TDD for notifications such as daily attendance, emergencies, school-specific messages or programs, department-specific or District-wide notices to parents, students and employees. The solution will be integrated with the Board's Student Information System and will be able to integrate with other information sources. Training of Board personnel and ongoing technical/end user support is included with the solution.

**DELIVERABLES:**

Blackboard Connect will provide the Board with a comprehensive, 24x7x365 communications tool including training and support that will enhance IVR and messaging services for the Board through the middle of fiscal year 2016.

**OUTCOMES:**

Blackboard Connect's services will result in the Board having a state-of-the-art yet economical communications tool that enhances IVR and messaging capabilities through the middle of fiscal year 2016.

**COMPENSATION:**

Blackboard Connect shall be paid as follows: Upon monthly invoicing as specified in the agreement; total cost not to exceed \$1,494,450.00 during the initial term of the Agreement.

**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 Chief Information Officer to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:**

The MBE/WBE participation goals for the contract include: 25% MBE and 5% total WBE. However, the Office of Business Diversity recommends granting a partial waiver of the goals required by the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, because the scope of the contract is not further divisible. The vendor has agreed to work with Career to Technical Education (CTE) in identifying student interns for the life of the contract.

The awarded vendor has scheduled the following participation:

**Total WBE - 5%**

Accurate Die Cutting, Inc.  
120 Joey Drive  
Elk Grove Village, Illinois 60007  
Attn: Laura K. Wolff

**LSC REVIEW:**

Local School Council approval is not applicable to this report

**FINANCIAL:**

115 Office of Information & Technology Services 12500

\$249,075.00 FY 13

\$498,150.00 FY 14

\$498,150.00 FY 15

\$249,075.00 FY 16

Future year funding is contingent upon budget appropriation and approval.

**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:



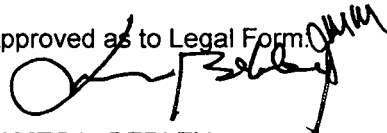
SÉBASTIEN de LONGEAUX  
Chief Procurement Officer

Approved:



BARBARA BYRD-BENNETT  
Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY  
General Counsel