

AUTHORIZE THE FIRST RENEWAL AGREEMENT WITH AGC NETWORKS, INC FOR PRIVATE BRANCH EXCHANGE ("PBX") SYSTEMS, INTUITY VOICEMAILS SYSTEMS, SOFTWARE AND RELATED CALL CENTER COMPONENTS HARDWARE, SOFTWARE AND TECHNICAL SUPPORT MAINTENANCE SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the first renewal agreement with AGC Networks, Inc. (AGC), as successor to Transcend United Technologies, LLC, to provide hardware maintenance, software maintenance and technical support services for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Call Management System (CMS) and associated Call Center components at the Board's administrative sites at an estimated annual cost set forth in the Compensation Section of this report. A written document exercising this option is currently being negotiated. No payment shall be made to Vendor during the option period prior to execution of the written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

Contract Administrator : Solomon, Mr. Alex M / 773-553-2280

VENDOR:

- 1) Vendor # 64880
AGC NETWORKS, INC
945 BROADWAY STREET NE, STE 100
MINNEAPOLIS, MN 55413
Jim Moon
763 463-1027

Ownership: Agc Networks Ltd - 100%
(Publicly Traded)

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Zalewski, Miss Kathryn Lucille

773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 13-0626-PR38) in the amount of \$351,000.00 is for a term commencing on August 20, 2013 and ending August 19, 2015, with the Board having two (2) options to renew for one (1) year each. The agreement was amended on September 9, 2014 to reflect the assumption of the agreement by AGC Networks, Inc. The original agreement was awarded on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Procurement Officer.

OPTION PERIOD:

The term of this agreement is being renewed for twelve (12) months commencing August 20, 2015 and ending August 19, 2016.

OPTION PERIODS REMAINING:

There is one (1) option period for twelve (12) months remaining.

SCOPE OF SERVICES:

AGC will continue to provide hardware and software maintenance including on-site coverage and hardware/software component replacement/installation as needed for all Avaya Private Branch Exchange ("PBX") Systems, Intuity Voicemail Systems, Call Management Systems (CMS) and associated Call Center components at the Board's administrative sites.

DELIVERABLES:

AGC will continue to provide maintenance, break/fix, 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.

OUTCOMES:

AGC will provide the Board with the necessary hardware and software maintenance and support services to ensure the proper functioning of the Avaya operating systems, applications, and any related equipment.

COMPENSATION:

Vendor shall be paid during this option period as follows: Upon invoicing for one lump sum payment Estimated annual costs for this option period are set forth below: \$225,500 FY 16 and FY 17 in the aggregate.

AUTHORIZATION:

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

AFFIRMATIVE ACTION:

Pursuant to section 9.5 of the Remedial Program for Minority and Women Owned Business Enterprise Contract Participation in Goods and Services (M/WBE Program), the M/WBE participation for the contract includes 35% total MBE and 5% total WBE. However, the Office of Business Diversity recommends that a partial waiver of the participation goals required by the Remedial Program be granted because the contract scope is not further divisible.

The Vendor has identified and scheduled the following:

Total MBE - 20%

Quantum Crossing, LLC
111 East Wacker Drive, Suite 990
Chicago, IL 60601
Attn: Roger Martinez
Ownership: Roger Martinez-51%

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115 Office of Information & Technology Services, Unit 12510 - Program 254501
\$225,500 for FY 16 and FY 17 in the aggregate.

Not to exceed \$225,500 for the one (1) year term.
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.

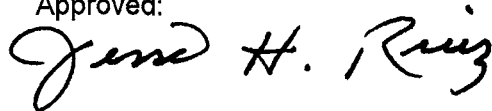
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



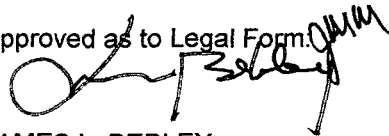
SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



JESSE H. RUIZ
Interim Chief Executive Officer

Approved as to Legal Form:



JAMES L. BEBLEY
General Counsel