



# Central Consolidated School District # 22

## Administration Complex – Finance Department

PO Box 1199, Shiprock, NM 87420

US Hwy 64 Old High School Rd

Business Office · 505-598-5834/598-9684 · Fax 598-6626

Personnel · 505-598-1018/368-4963 · Fax 598-1019

Administration · 505-368-4984 · Fax 505-368-5232

A sole source *determination* is not effective until the *sole source request for determination* has been posted for thirty (30) calendar days without challenge, and subsequently approved in writing by the Business Manager, Central Purchasing Office of CCSD. The foregoing requirement is regardless of whether the *sole source request for determination* has been signed by the Agency and/or the Contractor.

I. Name of Agency: Central Consolidated School District

Name / Department of Submitter: Rick Nussbaum Information Technology Department

Telephone Number: 505-598-3699

II. Name of prospective Contractor: Open Text

Address of prospective Contractor: 24685 Network Place Chicago, IL 60673-1246

Amount of prospective contract: \$29,585.89

Term of prospective contract: October 1, 2019 to September 30, 2020

III. Please thoroughly list the services (scope of work), construction or items of tangible personal property of the prospective contract:

24 FirstClass Voice/Fax Ports Maintenance  
1250 FirstClass Voice/Fax (formerly Unified Communication) Maintenance  
1250 FirstClass for Education Maintenance  
1250 FirstClass Archiving Services Maintenance  
1 FirstClass High Capacity Server (Formerly MP Opt) Maintenance  
2 TTS (Text to Speech) Engines Lic. Maintenance

IV. Provide an explanation of the criteria developed and specified by the agency as necessary to perform and/or fulfill the contract and upon which the state agency reviewed available sources. (Do not use "technical jargon;" use plain English. Do not tailor the criteria simply to exclude other contractors if it is not rationally related to the purpose of the contract.)

Open Text provides maintenance, support and software upgrades for First Class Unified Messaging services. This provides all voicemail, email and archive services for the District. The First Class server also provides web sites for all our employees and most of our schools.

V. Provide a detailed, sufficient explanation of the reasons, qualifications, proprietary rights or unique capabilities of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”)

Maintenance and Support for the products developed or acquired by Open Text is offered exclusively by Open Text. Open Text is the sole/exclusive owner of all intellectual property required to deliver Maintenance and Support for its products as described in the Open Text Software Maintenance Program Handbook.

VI. Provide a detailed, sufficient explanation of how the professional service, service, construction or item(s) of tangible personal property is/are *unique and how this uniqueness is substantially related to the intended purpose of the contract*.

First Class Unified Messaging provides all voicemail, email and archive services for the District. Open Text is the sole source for receiving support from Open Text. Currently the District has over 1100 active voicemail and email accounts .

VII. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

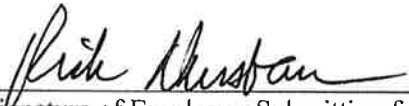
Replacement of the voicemail and email service would require a large investment of funds. Requested State of New Mexico Pricing for Cisco Unified messaging services that would work with the District phone system was over \$100,000.00.

VIII. Provide a narrative description of the agency’s due diligence in determining the basis for the procurement, including procedures used by the agency to conduct a review of available sources such as researching trade publications, industry newsletters and the internet; reviewing telephone books and other advertisements; contacting similar service providers; and reviewing the State Purchasing Agent’s vendor list. Include a list of businesses contacted (*do not state that no other businesses were contacted*), date of contact, method of contact (telephone, mail, e-mail, other), and documentation demonstrating an explanation of why those businesses could not or would not, under any circumstances, perform the contract; or an explanation of why the agency has determined that no businesses other than the prospective contractor can perform the contract.

We have received a Sole Source letter from Open Text verifying that they are the only source for maintenance, support and software upgrades for all First Class Products.

Submitted By:

Date: July 8, 2019

  
Signature of Employee Submitting form

***If this sole source relates to a procurement of general services:***

- 1) the signature of the CCSD CPO on this form certifies the sole source has been posted for thirty (30) calendar days and has received no challenges;
- 2) the sole source is granted as of the date of signature by the CCSD CPO; and
- 3) the signature of the Superintendent on this form is the final signature required for this sole source procurement.

***If this sole source relates to a procurement of professional services:***

- 1) the signature of the CCSD CPO on this form certifies the sole source has been posted for thirty (30) calendar days and has received no challenge(s); and
- 2) the signature of the Superintendent on this form is the final signature required for this sole source procurement.

Certified by:

\_\_\_\_\_  
Chief Procurement Officer /or Designee  
CCSD Central Purchasing Office

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
CCSD Superintendent of Schools

Date: \_\_\_\_\_





Open Text Inc  
 2950 S Delaware Street  
 Bay Meadows Station 3 Building  
 San Mateo CA 94403  
 USA

**Bill To:**

Central Consolidated School, District - 10120154  
 76C Road 6500  
 Kirtland, NM, 87417-9402  
 United States

**Renewal Notice**

Date: 5/15/19  
**Reference Number:** RC444436  
**Contract Number:** 0012009146  
**Maintenance Term Start Date:** 10/1/19  
**Maintenance Term Expiration Date:** 9/30/20  
**Quote Expires:** 9/30/19  
**Payment Terms:** Net 30  
**Previous PO Number:** 1900183

**Ship To:**

Central Consolidated School, District - 10120154  
 76C Road 6500  
 Kirtland, NM, 87417-9402  
 United States

**End User Information:**

Central Consolidated School, District - EU0007934  
 76C Road 6500  
 Kirtland, NM, 87417-9402  
 United States

QTY	PRODUCT	AMOUNT
24	FirstClass Voice/Fax Ports Maintenance 10/01/19 to 09/30/20	1000025652 (S-FCCVFPRTS_M)
1,250	FirstClass Voice/Fax (formerly Unified Communication) Maintenance 10/01/19 to 09/30/20	1000025650 (S-FCCUC_M)
1,250	FirstClass for Education Maintenance 10/01/19 to 09/30/20	1000025611 (S-FCCEDU_M)
1,250	FirstClass Archiving Services Maintenance 10/01/19 to 09/30/20	1000025572 (S-FCCARCADD_M)
1	FirstClass High Capacity Server (Formerly MP Opt) Maintenance 10/01/19 to 09/30/20	1000025618 (S-FCCHCAP_M)
2	TTS (Text to Speech) Engines Lic. Maintenance 10/01/19 to 09/30/20	1000025644 (S-FCCTTS_M)

Send Payments To:  
 OpenText Inc.  
 24685 Network Place  
 Chicago, IL  
 60673-1246  
 US

Banking Information:  
 JPMORGAN CHASE BANK, N.A.  
 Bank Account: 802909309  
 Swift: CHASUS33  
 PlusGiro: 071000013

Subtotal	27,323.83 USD
Tax	1,400.34 USD
Total	28,724.17 USD
<b>Total as of 10/1/19</b>	<b>29,585.89 USD</b>

Taxes are subject to change

**Important Reminder**

Renewals on or after the term start date are considered late; a late payment charge will apply and is included herein for reference. Pricing is valid through the quote expiration date, after which time a new quote will be provided, and additional fees assessed.

**Pay Online by Credit Card or Upload a Purchase Order:**

<https://support.opentext.com/rr-RC444436-2732383>

Direct All Inquiries to:  
 Debra Deering @ 905-762-6347 or [ec-supportrenewals@opentext.com](mailto:ec-supportrenewals@opentext.com) or Fax: 905 762 6404  
 Please reference #RC444436



## Renewal Notice

Reference Number:

RC444436

**By accepting this Renewal Notice you authorize OpenText to invoice you for this support renewal. Should you wish to accept this Renewal Notice through your signature, please sign and email this Renewal Notice to [ec-supportrenewals@opentext.com](mailto:ec-supportrenewals@opentext.com) or fax to 905 762 6404**

By signing this Renewal Notice or accepting it by email or by issuing a purchase order for the amount set forth above, without introducing changes to the terms, to renew the Support Services or by paying such amount you have entered into a valid agreement for the provision of Support Services on the terms and fees set out herein. You, (i) confirm that you have read, understood and agree to the terms and conditions accompanying this Renewal Notice; and (ii) warrant that you have the authority to bind the End User (Customer) identified above to the details of this Renewal Notice and that no further steps, approvals or authorisations are required to be obtained. OpenText is authorised to issue an invoice for the amounts specified in this Renewal Notice. In the event you require a purchase order or any other document to be issued in order to renew the Support Services, you acknowledge and agree that any preprinted terms contained in or accompanying such purchase order shall have no legal effect even if such purchase order is later in time or OpenText acknowledges or issues an invoice to Customer after receiving the purchase order.

<b>Authorized Signature:</b>	<b>Bill To Address (if different from above):</b>
<b>Name (printed):</b>	<b>Date:</b>
<b>Email Address:</b>	<b>Title:</b>

## Terms and Conditions

- With your acceptance of this Renewal Notice OpenText agrees to supply, and Customer agrees to buy, Support Services specified in the Renewal Notice in accordance with the terms and conditions set out in the applicable Software Maintenance Program Handbook available at [www.opentext.com/agreements](http://www.opentext.com/agreements) ("SMPH") and in either (i) the Software Support Terms and Conditions for the country of the OpenText entity named in this Renewal Notice, available at [www.opentext.com/agreements](http://www.opentext.com/agreements), or (ii) a signed agreement between you and Open Text covering the provision of Support Services.
- All Support Software must be licensed by Customer in accordance with the applicable software license agreement signed by the parties, or in the absence of such signed agreement, under the terms of the applicable OpenText End User License Agreement ("EULA") in force at the time of the original software license purchase for the country of the OpenText entity from which the Support Software was purchased. The current EULA is available at [www.opentext.com/agreements](http://www.opentext.com/agreements).
- OpenText will issue an invoice to Customer and payment is due on or before the date specified on the invoice. A failure to pay the invoice on the due date may entitle Open Text to suspend or terminate the Support Services.
- If you have purchased additional support packages, OpenText customer support services are provided in accordance with the terms of and governed by the applicable OpenText support handbook applicable to the relevant support program subscription sent to you with this quote or available on [www.opentext.com/agreements](http://www.opentext.com/agreements).
- **Hardware Service Contract:** Where your Renewal Notice includes a hardware service contract, you understand that a failure to provide a Purchase Order due date (if applicable), the hardware manufacturer has the right to conduct an on-site inspection (at your expense) of your equipment before acceptance.



## Renewal Notice

Reference Number:

RC444436

- **Billing/Invoice Address:**

If different from quote, please complete the following:

Bill To Company: \_\_\_\_\_

Bill To Contact: \_\_\_\_\_

Bill To Address: \_\_\_\_\_

- **Bill To Arrangements:** If you are a third party payer renewing Open Text support on behalf of an Open Text software End User, then you hereby confirm that, by submitting this Renewal Notice, the End User is purchasing support from OpenText on the terms of the applicable SMPH and that the End User constitutes the "**customer**" under the SMPH located at [www.opentext.com/agreements](http://www.opentext.com/agreements). You acknowledge that payment is on behalf of the End User and that you have no rights to the support services and any failure to make payment to OpenText of any amount due shall be deemed a failure by End User to pay such amount. OpenText may require that you provide confirmation of End User's acceptance of the terms of the SMPH. OpenText may contact the End User directly. You shall not make any representations, warranties, or guarantees regarding OpenText support services or products and you agree to indemnify OpenText against any and all claims arising as a result of a breach of the foregoing obligations.

"Go Green" To align with OpenText's corporate efficiency goals, OpenText will deliver a PDF copy of your invoice to the same email address this Support Renewal is being delivered to, unless you specifically request otherwise. If you would prefer an alternate delivery method or that the invoice be sent to an alternate email address, please contact [einvoice@opentext.com](mailto:einvoice@opentext.com).

