APPROVE ENTERING INTO AN AGREEMENT WITH EDUCATION LOGISTICS, INC. FOR SOFTWARE PROGRAMMING AND CONSULTING SERVICES AND THE OPTION TO LICENSE ADDITIONAL EDULOG SOFTWARE MODULES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Education Logistics, Inc. for software programming and consulting services and the option to license additional Edulog software modules by the Bureau of Student Transportation and Capital Planning and Demographics at a cost not to exceed \$220,000. Consultant was selected on a non-competitive basis because it is the licensor of Edulog routing, scheduling and boundary planning software which has been utilized by the Board since 1991. A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant 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.

CONSULTANT: Education Logistics, Inc.

3000 Palmer Street

Missoula, Montana 59808-1671

406-728-0893

Contact Person: Carter Young

Vendor No. 47775

USERS: Bureau of Student Transportation and Capital Planning and Demographics

125 S. Clark Street, 16th Floor

Chicago, Illinois 60603

Woody Fitzmaurice, Giacomo Mancuso

773-553-2860, 773-553-3270

DESCRIPTION OF EXISTING SOFTWARE PROGRAM: The Board has had a license agreement with Consultant for Edulog software since 1991 (most recently renewed by Board Report 00-0426-PR10), under which the Board is eligible to receive the upgraded NT version of the Edulog software. Edulog software provides the Bureau of Student Transportation with the capability of designing efficient bus routes and the Capital Planning and Demographics staff the capability to study attendance area patterns using information contained in the Student Information System.

TERM: The term of this agreement shall commence the date the agreement is signed and shall end June 30, 2002. If the Board exercises any options to license additional Edulog software modules, the Board will receive a perpetual license to use the modules and 12 months of software maintenance effective upon software installation at no additional cost. Thereafter, software maintenance on the additional modules may be renewed annually.

SCOPE OF SERVICES: Consultant will provide the programming and consulting activities necessary to implement the upgraded NT version of the Edulog software to ensure it communicates effectively with the present Student Information System, schools, and bus companies. Consultant services will include the following: Raster Map Integration and Geocode alignment of the City of Chicago ArcView Electronic map, systems interface programming unique to the Chicago Public Schools, NT-version software training, installation and implementation of software and technical assistance for initial route optimization.

ADDITIONAL MODULES: The agreement will contain a provision granting the Board the option to license, at firm fixed prices, the following three additional Edulog software modules: 1) *WebReport*, which provides standard and ad hoc reporting capability through the Internet, 2) *WebStudent*, which provides schools the ability to enter and change student data in Edulog through the Internet, and 3) *WebQuery*, which provides the capability for viewing attendance area maps through the Internet. The Chief Operating Officer shall determine the benefits and usability of the additional software modules by evaluating whether they can provide improved access to student, bus route, school boundary information and mapping data by central office and school level staff. Also to be evaluated are the Student Information System interface requirements for implementing the additional Edulog modules. If any one or all additional modules are licensed, Consultant will also provide software maintenance, telephone and on-line support for such modules.

DELIVERABLES: Consultant shall deliver 1) a completed electronic Raster Map file with the Geocode alignment of the City of Chicago, 2) a functional and fully operational software and interface between the Edulog NT software and the Student Information System, 3) Edulog NT training materials, 4) not less than 12 days of on-site user training, and 6) if licensed, successful installation of additional software modules, 7) if licensed, user documentation for additional modules.

OUTCOMES: Consultant's services will result in the full implementation of the upgraded version of the Edulog NT routing, scheduling and boundary planning software. Successful initial route optimization for the school year 2001-2002. Upgraded NT software will result in improved school bus routing efficiency and pairing of bus routes to achieve the lowest transportation cost while supporting the Board's transportation policies. Improved boundary planning and mapping capabilities will be available to the Capital Planning and Demographics staff. If licensed, the new software modules would provide improved access to student, bus route, school boundary information and mapping data by central office and school level staff.

LICENSE AND CONSULTING FEES: Consultant shall be paid the following sums: Consulting fee for Raster Map Integration and Geocode alignment of the City of Chicago ArcView Electronic map - \$40,000; Fee for NT software interface programming, consulting and training - \$80,000; license fee for three additional modules, if acquired – not to exceed \$100,000. Total expenditures not to exceed \$220,000 including reimbursable expenses.

REIMBURSABLE EXPENSES: Consultant shall be reimbursed for travel and lodging expenses incurred while providing services in Chicago, upon approval by the Chief Operating Officer. All reimbursable expenses are included in the total compensation amount.

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 Operating Officer to execute ancillary documents required to exercise the license of any one or all three additional software modules as deemed necessary.

AFFIRMATIVE ACTION: Actual M/WBE participation pursuant to this agreement cannot be determined at this time. M/WBE participation will be evidenced via standard monitoring procedures.

LSC REVIEW: Local School Council approval is not applicable to this report.

FINANCIAL: Charge to Department of Operations/Capital Improvement Program: \$220,000 FY2001

Budget Classification: 0643-478-000-9316-5400

Source of Funds: Capital Funds

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 July 26, 1995 (95-0726-EX3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted September 27, 1995 (95-0927-RU3), 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:

Natalye Paquin

Chief Purchasing Offic

Approved:

Paul G. Vallas

Chief Executive Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer

Approved as to legal forn

Marilyn F. Johnson General Coursel