AUTHORIZE A NEW AGREEMENT WITH COUGHLAN COMPANIES, LLC DBA CAPSTONE FOR EARLY CHILDHOOD SUBSCRIPTION DATABASE PRODUCTS AND SERVICES

THE INTERIM CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Coughlan Companies, LLC DBA Capstone to provide early childhood subscription database products and services to Department of Curriculum, Instruction and Digital Learning at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-3. 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 the execution of their 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:

21-350017

Contract Administrator:

Hinton-Knowles, Demetra / 773-553-2929

VENDOR:

1) Vendor # 19546
COUGHLAN COMPANIES, LLC DBA
CAPSTONE
1710 ROE CREST DRIVE
NORTH MANKATO, MN 56003

Connie Ruyter 800 747-4992

Ownership: Robert J. Coughlan - 68.72%, Katherine M. Coughlan - 10.42%, Maerin A. Coughlan - 10.42%, Thomas M. Coughlan -10.42%

USER INFORMATION:

Contact:

10810 - Teaching and Learning Office

42 West Madison Street

Chicago, IL 60602

Chavarria, Sherly

773-553-1216

Project

Manager:

10814 - Pre-K - 12 Curriculum

42 W. Madison

Chicago, IL 60602

Thorstenson, Kara Leann

TERM:

The term of this agreement shall commence on August 1, 2021 and shall end July 31, 2024. This agreement shall have two (2) options to renew for periods of two (2) years each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor shall provide each of the Board's authorized users access via CPS credentials, as well as create a custom single-user sign-on, for 24/7 subscription access and maintenance services for the following online subscription products serving students in grades PK-3: (1) PebbleGo Animals, (2) Animales de PebbleGo, (3) PebbleGo Biographies, (4) Biográficos de PebbleGo, (5) PebbleGo Health, (6) PebbleGo Salud, (7) PebbleGo Science, (8) Ciencia de PebbleGo, (9) PebbleGo Social Studies, (10) Estudios Sociales de PebbleGo

Vendor shall provide a suite of online databases, which contain articles written for early readers and pre-readers; video and audio files; and other learning materials including printables and will also include audio read-aloud features that may benefit English Learners and diverse learners. The services shall be made accessible 24/7 from home and school for every authorized CPS user using CPS credentials as well as by a single user sign-on.

The subscription products will permit the user to perform basic searches; provide article citations; and support the email and sharing of articles via Learning Management System for the user to access outside of the Authorized Site. The Vendor will provide the ability for CPS to use discreet articles in CPS curriculum content, tests, and other password-protected applications. The Vendor will ensure that all subscription products and sites meet the standards for IMS Global Interoperability including the ability to integrate with the district's Learning Management System (LOR) and its Skyline Digital Curriculum System. The Vendor will work with CPS to provide custom development toward interoperability with CPS' systems.

DELIVERABLES:

Vendor shall provide access to the following Authorized Sites: (1) PebbleGo Animals, (2) Animales de PebbleGo, (3) PebbleGo Biographies, (4) Biográficos de PebbleGo, (5) PebbleGo Health, (6) PebbleGo Salud, (7) PebbleGo Science, (8) Ciencia de PebbleGo, (9) PebbleGo Social Studies, (10) Estudios Sociales de PebbleGoBeginning August 1, 2021.

OUTCOMES:

Vendor's services will result in increased student ability to conduct research using vetted digital resources; increased teacher and student ability to search for content to support or supplement curricular materials, and the ability for students and teachers to access multimedia features including images, video and audio content to support research and learning.

COMPENSATION:

Vendor shall be paid as follows:

Estimated annual costs for the three (3) year term are set forth below:

\$344,450, FY 22

\$344,450, FY 23

\$344,450, FY 24

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 of Teaching and Learning to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is waived of the M/WBE participation goals of 30% MBE and 7% WBE, because the contract is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115

Department of Curriculum, Instructional and Digital Learning, Unit 10814

\$344,450, FY22

\$344,450, FY23

\$344,450, FY24

Not to exceed \$1,033,350 for the three (3) 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:

JONATHAN MAPLES
Chief Procurement Officer

Approved:

JOSÉ M. TORRES, PhD Interim Chief Executive Officer

Approved as to Legal Form:

JOSEPH T. MORIARTY General Counsel