

**AUTHORIZE A NEW AGREEMENT WITH ASKREPLY, INC., DBA B2GNOW FOR COMPLIANCE
REPORTING SYSTEM AND SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with AskReply, Inc., DBA B2GNow to provide software licenses for a Compliance Reporting System and Services to the Office of Business Diversity at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Committee on December 7, 2021 and approved by the Interim Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on December 7, 2021, found here: cps.edu/procurement. The item will remain on the Procurement website until the January 26, 2022 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's "Single/Sole Source Committee Charter". 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.

Contract Administrator : Forero, Bryan / 773-553-2280

VENDOR:

- 1) Vendor # 97404
ASKREPLY, INC. DBA B2GNOW
725 W McDowell Rd
PHOENIX, AZ 85007

Tracy Begalke
602 325-9277

Ownership: Polaris Growth Fund - 60%;
Justin Talbot-Stern - 25% and Frank Begalke
- 15%

USER INFORMATION :

Project
Manager: 12210 - Procurement and Contracts Office

42 West Madison Street

Chicago, IL 60602

Mayfield, Charles Edward

773-553-2280

TERM:

The term of this agreement shall commence on February 1, 2022 and shall end January 31, 2024. This agreement shall have two (2) 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:

The vendor provides software licenses that streamline and automate data-gathering, tracking, reporting, supplier management and administrative processes. The software monitors and reports the District's diversity spend, improves communication with certified firm's prime contracts and tracks effectiveness of internal outreach efforts.

DELIVERABLES:

The vendor will provide software licenses that assist with diversity reporting and tracking. The software will keep track of payments made under contracts and assist in data gathering required to know if goals have been met.

OUTCOMES:

Vendor's services will result in tracking payments completed to minority and women owned business enterprises (M/WBEs) that correspond to their respective contracts. In addition we will manually track payments, contract information and complete data exports to keep information up-to-date.

COMPENSATION:

Vendor shall be paid as follows:

Estimated annual costs for the two (2) year term are set forth below:

\$50,000, FY22

\$50,000, FY23

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 Procurement Officer 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 exempt as this agreement is for licensing.

LSC REVIEW:

Local School Council approval is not applicable to this report

FINANCIAL:

Fund 115, Various

\$50,000, FY22

\$50,000, FY23

Not to exceed \$100,000 for the two (2) 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:



CHARLES E. MAYFIELD
Interim Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 



JOSEPH T. MORIARTY
General Counsel