

**AMEND BOARD REPORT 02-0424-PR15
APPROVE ENTERING INTO AN AGREEMENT WITH
FORTEL, INC. FOR SOFTWARE LICENSE MAINTENANCE SERVICES AND
CAPACITY MANAGEMENT ANALYSIS SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement, with Fortel, Inc. for Torch, ForSight and SightLine software required for the Unisys Mainframe, maintenance services and capacity management analysis services to be used by the Office of Technology Services at a cost not to exceed ~~\$88,392.64~~\$99,359.65. Software licensor was selected on a non-competitive basis because the Torch, ForSight and SightLine software are proprietary to Fortel. A written agreement for such software license and services is currently being negotiated. Software upgrades and fixes will be provided for an annual maintenance fee included in the contract price. No payment shall be made to software Licensor 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 ninety (90) days of the date of this Board Report. Information pertinent to this agreement is stated below.

This amendment is necessary to increase the dollar amount of the contract by \$10,967.00 for additional software required to upgrade the Unisys Student Information System due to increased processing capacity. A written amendment to the existing agreement is currently being negotiated. No payment shall be made to Fortel for this additional software prior to the execution of the written amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this amendment is stated below.

SPECIFICATION NO.: 02-250059

SOFTWARE LICENSOR: Fortel, Inc.
46832 Lakeview Blvd.
Fremont, CA 94538
Contact: ~~Mark Ruckstuhl~~Ginny Turley
Telephone No. (703) 385-7700
Vendor No. 43726

USER: Office of Technology Services
125 South Clark
Chicago, Illinois 60603
Elaine L. Williams, Chief Technology Officer
Arlene Love, Deputy Chief Technology Officer -- Operations
Telephone No. (773) 553-1300

TERM: The term of this agreement for the capacity management analysis services and the initial license and maintenance services shall commence on May 1, 2002 and shall end June 30, 2003. This agreement shall provide for the renewal of the maintenance services for continuous periods of twelve (12) months each with Board approval. The yearly renewal maintenance fee will be set at a cost which equals 20% of the prevailing license fee for each software product, not to exceed a 10% increase per year.

EARLY TERMINATION RIGHT: Either party shall have the right to terminate this agreement upon thirty (30) days written notice.

USE OF SOFTWARE AND MAINTENANCE SERVICES: Fortel will provide a license to the Board to use the Torch, ForSight and SightLine software products for the Unisys mainframe computer. Fortel will also provide maintenance on this licensed software, which consists of program corrections and enhancements that Fortel may develop during the term of this agreement as long as the Board's maintenance fee is current.

SERVICES: Fortel will perform a capacity planning study of the near-term growth of the Unisys IX4800 system. Fortel will perform sizing analysis of the resource requirements of the four processors currently in use for the Mapper software application and the Student Information System.

DELIVERABLES: Fortel will deliver the software, program corrections and enhancements that Fortel may develop during the term of the agreement, on magnetic tape, CD, email attachment or via downloadable FTP. In addition, Fortel will provide the following as part of their capacity analysis:

- Document the current environment and define goals for analysis
- Identify and gather relevant performance data
- Analyze and interpret the data
- On-site ForSight and Capacity Planning Training
- Presentation of the results in a Final Report

OUTCOMES: The software program products, Torch, ForSight and SightLine, will further secure the Board's critical data thru performance analysis and reporting, as well as workload analysis and capacity planning. The capacity planning study will provide the Board an analysis and recommendations for near-term growth expectations for the Unisys mainframe system.

LICENSE FEE: Software Licensor shall be paid, upon invoicing, a lump sum of \$10,000.00 for the ForSight Capacity Planning Software and \$9,400.00 for the upgrade. No license fee is due for the previously acquired Torch and SightLine products.

MAINTENANCE FEE: The annual maintenance fee for the period of May 1, 2002 through June 30, 2003 is \$40,292.65 itemized as follows: \$2,000.00 for ForSight; \$17,823.20 for Torch; and \$20,469.45 for SightLine. The annual pro-rated maintenance fee for the upgraded products will be \$1,567.00. Fortel shall be paid upon invoicing, in one lump sum payment. Thereafter, the annual maintenance fee will be based upon 20% of the then license fee for the software product, not to exceed a 10% increase per year.

COMPENSATION FOR SERVICES: Fortel shall be paid a rate of \$1,800.00 per day for services, for a maximum of 20 working days at a cost of \$36,000.00 plus travel expenses not to exceed \$2,100.00, for a total of \$38,100.00 to be paid upon acceptance of all deliverables for Capacity Planning Analysis.

TOTAL COMPENSATION: The total compensation in the aggregate for all fees and services shall not exceed ~~\$88,392.64~~ \$99,359.64.

REIMBURSABLE EXPENSES: Fortel shall be reimbursed for the following expenses: Travel for 1 consultant at \$1,000.00; Lodging at \$175.00 per night x 4 nights; Car Rental at \$50.00 per day x 4 days; Per Diem at \$50.00 per day x 4 days. The total reimbursable expenses shall not exceed \$2,100.00.

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

AFFIRMATIVE ACTION: The M/WBE goals for this contract include:

35% total MBE, 22% total African American, 10% total Hispanic, 2% total Asian and 5% total WBE

However, the Waiver Review Committee recommends that a full waiver of the participation goals for this contract as required by the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan) be waived because the contract is not further divisible.

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

FINANCIAL: Charge to Office of Technology Services: \$88,392.64 + \$10,967.00 = \$99,359.64
Budget Classification: 0960-210-000-1116-5410 \$38,100.00 FY '02

0960-210-000-1116-5311	\$10,000.00	FY '02
0960-210-000-1116-5470	\$ 5,756.09	FY '02
0960-210-000-1116-5470	\$34,536.55+\$10,967.00=\$45,503.55	FY '03

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.

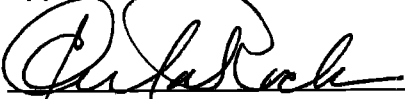
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their 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:




 Anita Rocha
 Acting Chief Purchasing Officer

Approved:



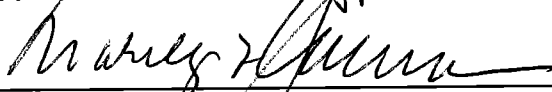
 Arne Duncan
 Chief Executive Officer *by AD*

Within Appropriation:



 Kenneth C. Gotsch
 Chief Fiscal Officer

Approved as to Legal Form:



 Marilyn F. Johnson
 General Counsel