

RATIFY ENTERING INTO AN AGREEMENT WITH BRAINFOREST, INC. TO DEVELOP A NATIONAL PLATFORM OF THE VIRTUAL PRE-K WEB SITE AND PROVIDE CUSTOMIZATION SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify entering into an agreement with Brainforest, Inc. to develop a national platform template of the Board's Virtual Pre-K web site and provide customization services associated with licensing the site to interested parties at a cost not to exceed \$76,755. Consultant was selected on a non-competitive basis because of its previous work in developing the Board's Virtual Pre-K web site. Services began without prior Board approval in order to meet the deadline requirements of Dallas Independent School District who is purchasing a one-year license to use the site. A written agreement for Consultant's services is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 60 days of the date of this Board Report. Information pertinent to this agreement is stated below.

Specification No.: 03-250130

CONSULTANT: Brainforest, Inc.

1735 N. Paulina #409
Chicago, IL 60622
(773) 395 – 2500
Contact Person: Dian Sorelis
Vendor Number: 32564

USER: Office of Early Childhood Education

125 S. Clark Street, 9th Floor
Chicago, IL 60603
Armando M. Almendarez
553-1933

TERM: The term of this agreement shall commence on June 1, 2003 and shall end on December 31, 2004. This agreement shall have 2 options to renew for 12-month periods each, subject to available funds and Board approval.

SCOPE OF SERVICES: Brainforest, Inc. will provide the following web site development services:

A. National Platform Development: Create national platforms of the Board's Virtual Pre-K web site and the two companion CD-ROMs which can then be customized for use by those interested in licensing the site from the Board such as school districts, child care agencies or providers. Consultant will build a generic customizable site template that will apply both existing modules of the virtual Pre-K site as well as the CD-ROMs and videos associated with those lessons. The national platform version will have revised GUI for easy placement of partner logos and revised segments for the Around Town Calendar, Area Attractions page, and About Us page that can be customized with information specific to a licensed user. Consultant will also build additional site administrative features that will allow CPS to separate the Chicago administrative area from the administrative area(s) for the licensed site(s).

B. Site Customization: Using the national platform, Brainforest will build a custom Virtual Pre-K web site for Dallas Independent School District using information, data and curriculum requirements provided by Dallas. Consultant's customization of the site for use by Dallas will include application development, art direction and illustrations, design application, and programming services with all such services contingent upon the Board's signing a licensing agreement with Dallas Independent School District. Consultant will also make itself available to provide customization services for up to 3 additional licensed sites as requested by the Board.

DELIVERABLES: Consultant will provide: 1) national platform version of the Virtual Pre-K web site and the two companion CD-ROMs in both Spanish and English, 2) Dallas version of the Board's Virtual Pre-K web site, CD-ROM and Video sleeve artwork incorporating the Dallas logo in both Spanish and English, 3) CD-ROM masters for national platform version CD-ROM and for each customized version CD-ROM, and 4) Customized version of the Board's Virtual Pre-K web site, CD-ROM and Video Sleeve for up to 3 additional licensed users as requested by the Board.

OUTCOMES: Consultant's services will result in the development of a site template that will allow CPS to market the Virtual Pre-K web site to other school districts and interested parties. Further, Consultant's services will result in the customization of the Virtual Pre-K web site for use by site licensee Dallas Independent School District.

COMPENSATION: Consultant shall be paid \$24,255 for national platform development, \$15,600 for Dallas project customization services, up to \$36,900 to provide up to 3 additional site customizations if so ordered by the Board. Compensation for each project shall be payable upon invoicing as follows: 50% of the applicable project cost at the beginning of each project (or upon contract signing, whichever is later) and the balance of the project cost payable upon consultant providing final project deliverables. Total compensation for all services provided by Consultant shall not exceed \$76,755.

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 the Early Childhood Education Officer to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 35% total MBE, 22% total African American, 10% total Hispanics, 2% Asian and 5% total WBE.

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

FINANCIAL: Charge to Office of Early Childhood Education:	\$76,755	Total 2003 & 2004
Budget Classification: 0952-239-699-1572-5410	\$24,255	Fiscal Year 2003
Source of Funds: Teacher Quality		
Budget Classification: 0952-280-432-2067-5410	\$15,600	Fiscal Year 2004
Source of Funds: Dallas I.S.D. Licensee Receivable		
Budget Classification: 0952-280-432-2067-5410	\$39,900	Fiscal Year
2004		
Source of Funds: Various Licensee Receivables		

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.

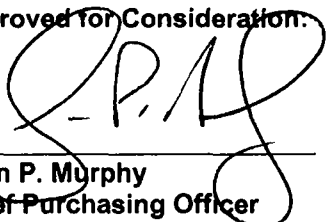
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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

Indebtedness - The Board of Education Indebtedness Policy (95-0726-EX3) adopted July 26, 1995, as amended on June 26, 1996, (96-0626-PO3,) is hereby incorporated into and made a part of this Contract as if fully set forth herein.

Ethics - The Board of Education Ethics Code (95-0927-RU4) as adopted September 27, 1995, as amended on April 21, 1999 (99-0421-PO2), is hereby incorporated into and made a part of this Contract as if fully set forth herein.

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:



Sean P. Murphy
Chief Purchasing Officer

Approved:


Arne Duncan
Chief Executive Officer

Within Appropriation: 


Peggy A. Davis
Chief of Staff

Approved as to legal form: 


Ruth Moscovitch
General Counsel