

**APPROVE EXERCISING THE FINAL OPTION TO RENEW A SOFTWARE LICENSE AND SERVICES AGREEMENT WITH MAXIMUS, INC. FOR A SPECIALIZED SERVICES MANAGEMENT SOLUTION**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve exercising the final option to renew a software license and service agreement with MAXIMUS, Inc. ("MAXIMUS") for a specialized services management solution to be provided to Information & Technology Services ("ITS") at a cost for the option period not to exceed \$1,746,823.85. A written renewal document exercising this option is currently being negotiated. No payment shall be made to MAXIMUS during the option period prior to the execution of the written renewal document. The authority granted herein shall automatically rescind in the event a written renewal document is not executed within 90 days of the date of this Board Report. Information pertinent to this option is stated below.

**VENDOR:** MAXIMUS, Inc.  
11419 Sunset Hills Road  
Reston, VA 20190  
Contact Person: Dr. Philip Geiger  
Telephone No.: (703) 251-8508  
Fax: (703) 251-8240  
Vendor No.: 29626

**USER :** Information & Technology Services  
125 South Clark Street, 3rd Floor  
Chicago, Illinois 60603  
Contact: Robert W. Runcie, Chief Information Officer  
Mary Ellen Scott, Project Manager  
Telephone No.: (773) 553-1300

**ORIGINAL AGREEMENT:** The original agreement was for a maximum amount of \$5,427,910.00 (authorized by Board Report 06-0927-PR10) and was for a term commencing October 1, 2006 and ending September 30, 2007, with the Board having two options to renew for a period of one year each. The original agreement was awarded on a competitive basis pursuant to Board Rule 5-4.1. The agreement was renewed (authorized by Board Report 07-0926-PR6) for a term commencing October 1, 2007 and ending September 30, 2008. The renewal agreement was amended in January 2008 (authorized by Board Report 07-1219-PR8) to include the Homebound Hospital Instruction services and add \$286,835.60 to the project for these additional services.

**OPTION PERIOD:** The term of this agreement is being extended for one year commencing on October 1, 2008 and ending on September 30, 2009

**OPTION PERIODS REMAINING:** There are no option periods remaining.

**SCOPE OF SERVICES:** In addition to the software licenses, MAXIMUS will provide the following on a revised schedule to implement the Board's new Specialized Services Management (SSM) software:

**Phases 1 – 3 and Hospital/Homebound Instruction): (See below for the Components)  
General Project Management**

- a) Manage Project efforts
- b) Develop Project work plan
- c) Develop Communication plan

**1. Process Review and Gap Analysis**

- a) Assess technical environment
- b) Review business processes
- c) Document Gaps
- d) Submit recommendations for Fits

**2. Product, Data Conversion and Interface Development**

- a) Update SSM application according to fits
- b) Develop interfaces to ODS, SIM, CIM, Active Directory and ancillary systems
- c) Data Conversion
- d) Identify/map data to convert
- e) Design Develop conversion scripts
- f) Design/develop customizations
- g) Design/Develop Security
- h) Install application into relevant environments
- i) Training and End-User Support
- j) Develop Training Plan and Curriculum
- k) Develop/modify training
- l) Design/develop training database
- m) Design/develop training materials (Web Based, Instructor Led, Self Paced)
- n) Develop Online Quick Reference tool
- o) Design Pilot Implementation Approach
- p) Design District Implementation Approach

**3. Pilot and District Implementation**

- a) Convert Data
- b) Clean up Data
- c) Deliver training
- d) Evaluate training

**PHASE 1 COMPONENTS**

- o Automated IEP/Section 504
- o Areas of Need
- o Accommodations/Modifications
- o Specialized Instruction
- o Grades, Promotion, Graduation
- o Transition
- o Extended School Year
- o Least Restrictive Environment
- o Transportation
- o Referral
- o Consent
- o Evaluation
- o Eligibility

**PHASE 2 COMPONENTS**

- o Placement
- o Procedural
- o Safeguards

**PHASE 3 COMPONENTS**

- o Planning
- o HSMP
- o Monitoring
- o Document Management

**HOSPITAL/HOMEBOUND (HH) COMPONENTS**

- o Referral Eligibility
- o Teacher Assignment
- o Education Plan
- o Service Delivery

- o Documentation
- o Timesheet
- o Progress Reporting
- o Exit
- o HH Teacher Pool Intake
- o Payroll Connection

**DELIVERABLES:** MAXIMUS shall continue to deliver the software, program corrections and enhancements that MAXIMUS develops during the term of the agreement, to the Board on magnetic tape, CD, e-mail attachment or via downloadable FTP or the then current method of software delivery.

**OUTCOMES:** MAXIMUS' services will result in enhancing educational opportunities, and overall education processes, enable new application development and allow for future growth. The database and enterprise software program will further automate the Board's Individualized Education Program process.

**COMPENSATION:** The compensation payable to MAXIMUS under the renewal agreement is at a cost for the option period not to exceed \$1,746,823.85.

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written option document. Authorize the President and Secretary to execute the option document. Authorize the Chief Information Officer (CIO) to execute all ancillary documents required to administer or effectuate the option agreement, including any agreements with charter schools or CPS charter school consortium members necessary for implementation of the specialized services management solution and having no financial impact on the Board.

**AFFIRMATIVE ACTION:** The MWBE goals for this contract include 35% total MBE and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the MWBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract is not further divisible.

The vendor has however identified and Scheduled the following firms and percentages:

**Total MBE – 2.6%**

**Total Hispanic – 2.6%**

Advance Electronic Instruments, Inc  
P.O. Box 2684  
Des Plaines, IL 60017

**Total WBE – 8.5%**

Bronner Group, LLC     **8.5%**  
120 N. Lasalle Street  
Suite 1300  
Chicago, IL 60602

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

<b>FINANCIAL:</b> Charge to the Information & Technology Services:	\$1,746,823.85
Budget Classification No.: 12510-499-54125-009572-000000	\$1,185,913.25 FY09 capital funds
12540-230-53306-009573-000000	\$460,910.60
12540-115-53306-009573-000000	\$100,000.00

**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.

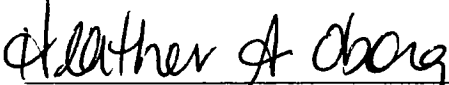
**Conflicts** – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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

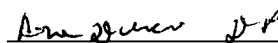
**Ethics** – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

**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).

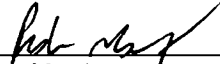
**Approved for Consideration:**

  
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Heather A. Obora  
Chief Purchasing Officer

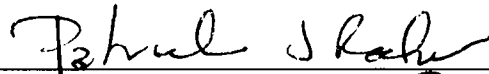
**Approved:**

  
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Arne Duncan  
Chief Executive Officer

**Within Appropriation:**

  
\_\_\_\_\_  
Pedro Martinez  
Chief Financial Officer

**Approved as to Legal Form** 

  
\_\_\_\_\_  
Patrick Rocks  
General Counsel 