

**APPROVE ENTERING INTO A SOFTWARE LICENSE AGREEMENT WITH EDUCATION LOGISTICS,
INC. TO PROVIDE SOFTWARE ENHANCEMENTS TO THE CURRENT SCHOOL BUS ROUTING
SYSTEM**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a software license agreement with Education Logistics, Inc. for software enhancements to the EDULOG routing system for the Bureau of Student Transportation Services (BSTS) at a total cost not to exceed \$60,000. Licensor was selected on a non-competitive basis: the sole-source request was presented to the Non-Competitive Procurement Review Committee and approved by the Chief Purchasing Officer. No services shall be received and no payment shall be made to Licensor prior to the execution of the written license 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 : Walls, Miss Opal Lynette / 773-553-2250

VENDOR:

- 1) Vendor # 47775
EDUCATION LOGISTICS
3000 PALMER STREET
MISSOULA, MT 59808
Michael Darling
406 728-0893

USER INFORMATION :

Contact:

11870 - Student Transportation

125 South Clark Street 16th Floor

Chicago, IL 60603

Duprey, Mr. Francisco

773-553-2960

TERM:

The term of this software license agreement shall commence on October 1, 2011 and shall end September 30, 2012.

USE OF SOFTWARE:

Licensor will provide software interface programming, training, routing software enhancements and consulting activities to implement the Run Editor feature to the current EDULOG Routing system to ensure routing access to all CPS bus company vendors and Central Office Staff.

OUTCOMES:

Licensor's services will result in the full implementation of the Run Editor enhancement to the current routing software. Successful deployment and access by BSTS school bus contractors will result in timely routing of all CPS eligible students. The enhancements will also provide greater access to more specific student routing data for Bureau of Student Transportation and school staff.

LICENSE FEE:

Licensors shall be paid a license fee which includes software maintenance and support during the term. The total compensation to be paid to Licensor during the term shall not exceed the sum of \$60,000, inclusive of all reimbursable expenses. This amount shall include cost for the following products and services: consulting, required software interface programming, training and routing software enhancement.

REIMBURSABLE EXPENSES:

Licensors shall be reimbursed for travel and lodging expenses incurred while providing services in Chicago, upon prior approval of the Chief Operating Officer. All reimbursable expenses are included in the total compensation amount.

MAINTENANCE FEE:

Maintenance during the term is included in the total compensation amount. After September 30, 2012 there will be no future upgrades and bug fixes so no annual maintenance fee will be incurred as the software will be used only during the term of the agreement.

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 Chief Operating Officer to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION:

Pursuant to Section 5.2 of the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this software license agreement is exempt from M/WBE review; it has been deemed a Non-Competitive Procurement transaction and approved by the Non-Competitive Procurement Review Committee. The specialized information technology service and equipment are solely available from this vendor.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Bureau of Transportation: \$60,000
PO # 2163294

11870-115-53306-255001-000000-2011 \$60,000.00

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.

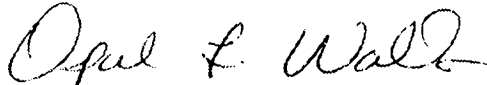
Conflicts - The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their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

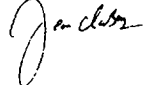
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



OPAL L. WALLS
Chief Purchasing Officer

Approved:



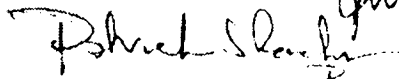
JÉAN-CLAUDE BRIZARD
Chief Executive Officer

Within Appropriation:



MELANIE A. SHAKER
Interim Chief Financial Officer

Approved as to Legal Form:



PATRICK J. ROCKS
General Counsel