RATIFY AN AGREEMENT WITH RISETIME TECHNOLOGIES FOR CONSULTING SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify an agreement with RiseTime Technologies ("RiseTime" or "Consultant") to conduct an audit and complete development of several web based applications including, the Corrected Attendance Reporting System, Corrected Invoices Application, After School Matters and Magnet Schools Application on behalf of the Office of Technology Services ("OTS") at a cost not to exceed \$450,000.00. The audit services were obtained without prior Board approval at the direction of the General Counsel. Consultant was selected on a non-competitive basis because of RiseTime's expertise with the current development software, database and hardware platform environment, and experience in investigating software implementation disputes. A written agreement for Consultant's services is currently being negotiated. No payment shall be made to RiseTime prior to the execution of the written agreement. The authority granted herein shall automatically rescind in the event a written document is not executed within ninety (90) days of the date of this Board Report. Information pertinent to this document is stated below.

SPECIFICATION NO.: 01-250311

CONSULTANT:

RiseTime Technologies

1701 East Woodfield Road, Suite 425

Schaumburg, Illinois 60173 Contact: David Munaretto Telephone No. 847-413-1170

Vendor No. 34452

USER:

Office of Technology Services 125 South Clark, 3rd Floor Chicago, Illinois 60603

Contacts: Elaine L. Williams, Chief Technology Officer

Walter O. Briggs, First Deputy CTO

Telephone No. (773) 553-1300

TERM: The term of this agreement shall commence on September 24, 2001 and shall end June 30, 2002. The agreement shall have one (1) option to renew for a period of six (6) months. Additional costs will be determined at the time of renewal and based on corrective actions identified by the Consultant.

SCOPE OF SERVICES: RiseTime will review, document and complete development of applications currently at various stages of implementation, including but not limited to, the Corrected Attendance Reporting, PayAPP, Magnet School Applications and After School Matters. Specific services to be provided include:

- Document functional and technical requirements and operations
- Document backup and recovery processes
- Automate incomplete processes
- Design and program applications for After School Matters and Magnet School Applications
- Analyze performance of production applications, recommend and implement improvements in processes
- Analyze current licensing status for the tools used to build the applications, recommend and implement required corrective actions

DELIVERABLES: RiseTime will provide the following:

Automated process to extract and load payroll information to and from Kronos and CAR applications

- Technical documentation for CAR, PayAPP, Magnet School Applications, After School Matters and other applications
- Recommendations and changes to production applications to improve performance
- Inventory of all licenses related to FileNet and other applications used to develop CAR and PayAPP

OUTCOMES: Consultant's services shall result in the following:

- Fully automated Payroll processing, including backup and recovery of key files and programs
- Improved systems for processing AfterSchool Matters and Magnet School Applications

COMPENSATION: Consultant shall be paid as follows: Upon invoicing, not to exceed the sum of \$450,000.00.

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

AFFIRMATIVE ACTION:

The M/WBE goals for this contract include:

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<u>35</u> % total MBE, <u>22</u> % total African American, <u>10</u> % total Hispanic,
<u>2</u> % total Asian and <u>5</u> %total WBE
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However, the Waiver Review Committee recommends that a *partial* 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 vendor demonstrated reasonable good faith efforts*.

The vendor has, however, identified and scheduled the following firms and percentages

Total MBE 1.6

Total 1.6 % Asian:

Joe Eddakanathu 40 E. 9th Street, unit 606, Chicago, IL 60605 \$7,200 @ 1.60% (Independent consultant)

The identified firms are subject to change upon approval from the Procurement and Contract's Division of Compliance and Vendor Services without further Board approval.

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

FINANCIAL: Charge to the Office of Technology Services: \$450,000.00

Budget Classification Nos.: 0960-**2**10-000-1108-5410 \$51,000.00 FY02 0960-**2**10-000-1129-5410 \$171,000.00 FY02 0220-210-000-1108-5410 \$228,000.00 FY02

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	1 for	Cone	idor	stion:
Approved	1 TOF	Cons	siaera	ation:

Acting Chief Purchasing Officer

Approved:

Chief Executive Officer

Within Appropriation:

Kenneth C. Gotsch Chief Fiscal Officer

Approved as to Legal Forn

Marilyn F. Johnson

General Counsel