FINAL 08-0723-PR7 July 23, 2008

APPROVE ENTERING INTO AN AGREEMENT WITH CAL AMP DATACOM, INC. FOR STUDENT TRANSPORTATION SERVICES FLEET MANAGEMENT GLOBAL POSITIONING SYSTEM AND STUDENT TRACKING SYSTEM

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Cal Amp Datacom, Inc. to provide an automatic vehicle location system on all school buses providing transportation services to students attending Chicago Public Schools at a cost not to exceed \$3,000,000.00. Consultant was selected on a competitive basis pursuant to duly advertised Request for Proposal (Specification No.: 07-250024). A written agreement for Consultant's services is currently being negotiated. No services shall be provided by Consultant and no payment shall be made to Consultant 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 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT:

1)
Cal Amp Datacom, Inc
1401 N. Rice Ave.
Oxnard, Ca 93030
Garo Sarkissian
805-419-8251
Vendor # 63356

USER:

Facility Operations & Maintenance 125 South Clark Street 16th Floor Chicago, IL 60603 Chester Tindall 773-553-2881

TERM:

The agreement shall be for three years from date of execution with the Board having two options to renew for additional one year-terms with the consent of both parties. There is to be an additional 90-day transitional period added to the end of the contractual agreement. The contractual prices, terms and conditions are to remain in force during the transitional period.

EARLY TERMINATION RIGHT:

The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

Cal Amp Datacom, Inc. will provide an automatic vehicle location system on all school buses providing transportation services to students attending Chicago Public Schools. This includes hardware, software, communication, project management, equipment, materials and labor. The system will use a cellular communication network. In addition, Cal Amp Datacom, Inc. will provide, install, configure, and test the system as well as train school bus company drivers and staff in the use of the system.

DELIVERABLES:

Cal Amp Datacom, Inc. will provide a system which will record in real time the following events and activities on all school buses:

A web-based solution hosted on a Board provided server which will be used to collect the data needed.

The collection and analysis of data for a school bus idling reduction study.

The location and accountability of vehicles assigned to the Board's vehicle fleet in real time.

Bus stop times, locations, loading/unloading times.

Locations, speed, and direction (north, south, east or west) between stops at 10 second intervals.

Entry and exit events from bus yards, fuel depots, districts zones, etc.

Mileage traveled on individual routes and field trips.

Speeding events based on pre-defined limits.

Excessive idling based on pre-defined limits.

Mapping capabilities (ability to plot actual bus routes on map and determine current position of vehicle).

Web-based capability (mapping system, reports).

Open application programming.

Ability to integrate with our current routing system (ability to execute planned versus actual analysis) or future systems purchased by the Board.

Geo-fence capabilities.

Records of student loading/unloading.

Rider summary (length of time student rode the bus).

Vehicle diagnostics (battery power, fuel reports, odometer readings).

Manage by exception reporting.

OUTCOMES:

Consultant's services will result in a system that will assist the Board in managing costs, improving services, and providing a safer environment for transporting students to and from school.

COMPENSATION:

Consultant shall be paid as follows: upon delivery and installation of equipment and monthly management of the project; not to exceed the sum of \$3,000,000.00.

REIMBURSABLE EXPENSES:

Consultant shall be reimbursed for the following expenses: None.

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

AFFIRMATIVE ACTION:

This contract is in full compliance with the goals required by the Remedial Program for Minority and Women Business Enterprise Contract Participation. (M/WBE Plan). The M/WBE participation goals for this contract include: 25% total MBE and 5% WBE. The vendor has identified and scheduled the following:

MBE

KBS Computer Services 20200 Governors Highway - Suite 202 Olympia Fields, IL 60461 08-0723-PR7 FINAL

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Charge to Department of Operations: \$3,000,000.00

The Bureau of Student Transportation Services contract for school bus services (Board Report 05-0727-PR18) contains provisions for the owners of all schools buses to purchase a global positioning system (GPS) and a student tracking system. To ensure continuity and standardization of the equipment and software, the vendor agreed to provide CPS up to \$1,500 for each school bus for this equipment. These funds were debited from the vendors: invoices in FY08. Approximately 2,000 school buses are included within the project.

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\$3,000,000.00

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:

HEATHER A. OBORA Chief Purchasing Officer

Within Appropriation:

PEDRO MARTINEZ

Chief Financial Officer

Approved:

ARNE DUNCAN
Chief Executive Officer

Chief Executive Officer

Approved as to Legal Form:

PATRICK J. ROCKS General Counsel