

AUTHORIZE A NEW AGREEMENT WITH FOLLETT CONTENT SOLUTIONS, LLC FOR STUDENT INFORMATION SYSTEM SOFTWARE, HOSTING, MAINTENANCE, AND SUPPORT SERVICE

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Follett Content Solutions, LLC to provide student information systems software, hosting, maintenance, and support services to the District at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a non-competitive basis. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on September 6, 2022, and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on September 6, 2022, found here: cps.edu/procurement. The item will remain on the Procurement website until the October 26, 2022 Board Meeting. This process complies with the independent consultant's recommendations for sole source procurements and the Board's "Single/Sole Source Committee Charter. A written agreement for Vendor's services is currently being negotiated. No services shall be provided by Vendor and no payment shall be made to Vendor prior to the execution of their 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.

Contract Administrator : Bonilla, Rodolfo A. / 773-553-2280

VENDOR:

- 1) Vendor # 79776
FOLLETT CONTENT SOLUTIONS, LLC
1340 RIDGEVIEW DRIVE
MCHENRY, IL 60050

Kevin Hinds
888 511-5114

Ownership: Follett School Solutions Holdings
Inc.- Publicly Held, 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

42 West Madison Street

Chicago, IL 60602

Gallagher, Patrick F.

773-553-1300

TERM:

The term of this agreement shall commence on January 1, 2023 and shall end December 31, 2027. This agreement shall have one (1) option to renew for a period of two (2) years.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Follett provides software, maintenance and support for the Board's Student Information Systems (Aspen), which includes modules pertaining to student demographics, enrollment, scheduling, health, grading, attendance, behavior, student fees, student assessment results as well as program tracking. Aspen, which is built on its own customizable platform also provides functionality exclusive to the District. The solution will be hosted and managed by Follett.

DELIVERABLES:

Vendor will continue to provide software and software support that will serve teachers, schedulers, parents, students, schools and Central Office level administrators that currently number half a million active users. This enterprise software package was implemented across the District in April 2019. Software licensing plus maintenance and support: software licensing for the Student Information System, Instructional Management System and Health module for 393,122 students under the software as a service (SaaS) model. Also, one connection to Aspen Online Professional Learning system. Software Maintenance and Support is included within the cost of the SaaS licensing model. The District has built custom Covid-19 solutions within the student information system since the pandemic started.

Implementation Services: With business discovery, functional customization, software configuration, project management, data migration, and user training services come deliverables in the form of formal documentation and reusable training modules. Data conversion is currently an agreed upon amount of historical data to be converted from the Board's current Student Information System into Aspen.

COMPENSATION:

Vendor shall be paid as provided in the agreement.

Estimated annual costs for the agreement term are set forth below:

- \$1,005,215 FY23
- \$1,980,067 FY24
- \$1,949,705 FY25
- \$1,949,705 FY26
- \$1,949,705 FY27
- \$974,853 FY28

REIMBURSABLE 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 the Chief Information Officer or Designee to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION:

Pursuant to the Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts, this contract is exempt from MBE/WBE Compliance Review as the scope of service is software based and is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund115, ITS, 12510

\$1,005,215 FY23
\$1,980,067 FY24
\$1,949,705 FY25
\$1,949,705 FY26
\$1,949,705 FY27
\$974,853 FY28

Not to exceed \$9,809,250 for the agreement term.
Future year funding is contingent upon budget appropriation and approval.

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:

PATRICIA HERNANDEZ
Acting Chief Procurement Officer

Approved:

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 

JOSEPH T. MORIARTY
General Counsel