

November 18, 2015

AMEND BOARD REPORT 15-0722-PR17
**RATIFY EXTENSION OF THE AGREEMENT WITH KRONOS INCORPORATED FOR SOFTWARE
AND HARDWARE MAINTENANCE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Ratify extension of the agreement with KRONOS incorporated ("Kronos" or "Vendor") for the purchase of software and hardware maintenance for the district-wide time-keeping Kronos clocks at an estimated annual cost set forth in the Compensation Section of this report. A written extension document is currently being negotiated. No payment shall be made to KRONOS incorporated during this extension period prior to execution of their written document. The authority granted herein shall automatically rescind in the event a written document is not executed within 90 days of the date of this Board Report. Information pertinent to this extension is stated below.

This November 2015 amendment is necessary to i) allow for necessary upgrades to the existing Kronos software in FY16, ii) revise the end date of the extension period to allow the district to continue using the Kronos hardware until the end of FY18, and iii) to increase the compensation amount. Upgrading the software will allow for increased efficiency and extending the term length will allow CPS to continue using existing hardware, which if replaced, is significantly more expensive. A written amendment to the extension agreement is required. The authority granted herein shall automatically rescind in the event the amendment is not executed within 90 days of the date of this amended Board Report.

Contract Administrator : Pincombe, Ms. Charley C / 773-553-2280

VENDOR:

- 1) Vendor # 31925
KRONOS INCORPORATED
297 BILLERICA RD.
CHELMSFORD, MA 01824
Dionne Williams
847 969-1300

Ownership: Kronos Acquisition Corporation -
100%

USER INFORMATION :

Project 12510 - Information & Technology Services
Manager: 42 West Madison Street
Chicago, IL 60602
Swanton, Mr. Craig E
773-553-1300

ORIGINAL AGREEMENT:

The original Agreement (authorized by Board Report 09-1216-PR13) in the amount of \$546,123.60 was for a term commencing January 1, 2010 and ending June 30, 2011, with the Board having two (2) options to renew for one (1) year terms each. The agreement was renewed (authorized by Board Report 11-0427-PR21) for a term commencing July 1, 2011 and ending June 30, 2012. The agreement was renewed a second time (authorized by Board Report 12-0627-PR29) for a term commencing July 1, 2012 and ending June 30, 2013. This agreement was extended (authorized by Board Report 13-0626-PR32) for a term commencing July 1, 2013 and ending June 30, 2014. This agreement was further extended

(authorized by Board Report 14-0528-PR24) for a term commencing July 1, 2014 and ending June 30, 2015. The original agreement was awarded on a non-competitive basis. Kronos was selected on a non-competitive basis because the hardware is proprietary to Kronos and has previously been implemented throughout the district.

EXTENSION PERIOD:

The term of this agreement is being extended for ~~one (1)~~ three (3) years commencing July 1, 2015 and ending June 30, 2018 ~~2016~~.

OPTION PERIODS REMAINING:

There are no option periods remaining.

SCOPE OF SERVICES:

Kronos will continue to provide critical maintenance on the WorkForce Timekeeper system and depot repair maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating systems function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this extension term as long as the Board's maintenance fee is current.

DELIVERABLES:

Kronos will continue to provide critical maintenance on the WorkForce Timekeeper system and depot repair and maintenance on the smart converter and keypad system. Kronos will continue to provide software support to ensure the operating system function properly, and will provide quarterly optimizations and necessary process documentations. This maintenance consists of program corrections and enhancements that Kronos may develop during this extension term as long as the Board's maintenance fee is current.

OUTCOMES:

Kronos' services will result in the WorkForce Timekeeper systems being maintained properly and functioning properly. Services will also result in ITS and Payroll Services having the necessary hardware and software support to ensure the proper functioning of the operating system.

COMPENSATION:

Vendor shall be paid during this option period as follows: annual software support paid upon invoicing in two (2) equal installments of \$174,000.00 each every six (6) months with an additional payment for software upgrades of \$400,000.

Estimated annual costs for the ~~one (1)~~ three (3) year term are set forth below:

~~\$380,000.00, FY16 \$780,000, FY16\$360,000, FY17\$360,000, FY18~~

AUTHORIZATION:

Authorize the General Counsel to include other relevant terms and conditions in the written extension document. Authorize the President and Secretary to execute the extension document. Authorize the Chief Information Officer to execute all ancillary documents required to administer or effectuate this extension agreement.

AFFIRMATIVE ACTION:

The M/WBE requirements for this agreement include 35% total MBE and 5% total WBE. However, the Waiver Review Committee recommends that a full waiver of the M/WBE participation goals for this agreement, as required by the Remedial Program and granted because the contract scope is not further divisible.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, ITS, Parent Unit 12510

~~\$360,000.00, FY 16~~

\$780,000.00, FY16

Not to exceed ~~\$360,000.00~~ \$780,000.00 for the one (1) year term.

\$360,000, FY17

\$360,000, FY18

Not to exceed \$720,000 for the two (2) year extension.

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.

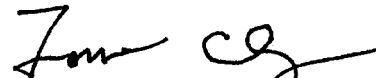
Contingent Liability - The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:




SÉBASTIEN de LONGEAUX
Chief Procurement Officer

Approved:



FORREST CLAYPOOL
Chief Executive Officer

Approved as to Legal Form: 



RONALD L. MARMER
General Counsel