

**AUTHORIZE THE EXTENSION OF THE AGREEMENT WITH KRONOS INCORPORATED FOR
SOFTWARE AND HARDWARE MAINTENANCE**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize the 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. Vendor was selected on a non-competitive basis. This item was presented to the Single/Sole Source Committee on April 5, 2022 and approved by the Chief Procurement Officer. Prior to approval as a Single Source, the item was published on the Procurement website on April 5, 2022, found here: cps.edu/procurement. The item will remain on the Procurement website until the June 22, 2022 Board Meeting. This process complies with the independent consultant's recommendations for single source procurements and the Board's "Single/Sole Source Committee Charter." 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.

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

VENDOR:

- 1) Vendor # 31925
 KRONOS INCORPORATED
 900 CHELMSFORD STREET
 LOWELL, MA 01851

 Jeremy Willson
 978 895-5432

 Ownership: Kronos Acquisition Corporation,
 100%

USER INFORMATION :

Project
Manager: 12510 - Information & Technology Services

 42 West Madison Street

 Chicago, IL 60602

 Swanton, 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 further extended (authorized by Board Report 15-0722-PR17 as amended by 15-1118-PR7) for a term commencing July 1, 2015 and ending June 30, 2018. This agreement was further extended (authorized by Board Report 18-0523-PR18) for a term commencing July 1, 2018 and ending June 30, 2020. This agreement was further extended (authorized by Board Report 20-0422-PR10 as amended by 21-526-PR16 (increased the not to exceed amount by \$200,000 from \$740,000 to \$940,000) for the term commencing July 1, 2020 and ending June 30, 2022. 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 two (2) years commencing July 1, 2022 and ending June 30, 2024.

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 functions 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 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 as follows:

\$450,000 FY23

\$465,000 FY24

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:

Pursuant to the Remedial Program for Minority and Women-Owned Business Enterprise Participation in Goods and Services contracts (M/WBE Program), this contract is exempt as this agreement is for proprietary software.

LSC REVIEW:

Local School Council approval is not applicable to this report.

FINANCIAL:

Fund 115, Operating Funds, Unit 12510

\$450,000 FY23

\$465,000 FY24

Not to exceed \$915,000 for the two (2) year extension 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:



CHARLES E. MAYFIELD
Chief Procurement Officer

Approved:



PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: **VM**



JOSEPH T. MORIARTY
General Counsel