AUTHORIZE A NEW AGREEMENT WITH CARAHSOFT TECHNOLOGY CORP. FOR CONTRACT MANAGEMENT SYSTEM SERVICES

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Authorize a new agreement with Carahsoft Technology Corp. to provide Contract Management System Services to the Law Department at an estimated annual cost set forth in the Compensation Section of this report. Vendor was selected on a competitive basis pursuant to Board Rule 7-3. 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.

Specification Number: 23-307

Contract Administrator: Pearson, Karen / 773-553-2280

VENDOR:

1) Vendor # 15138 CARAHSOFT TECHNOLOGY CORP. 11493 SUNSET HILLS RD SUITE 100

RESTON, VA 20190

Matt Lessman 703 871-8500

Ownership: 100% Craig Abod

USER INFORMATION:

Project

Manager: 10210 - Law Office

42 West Madison Street

Chicago, IL 60602

Ortiz, Carla

773-553-1700

TERM:

The term of this agreement shall commence on January 1, 2024 and shall end on December 31, 2026. This agreement shall have three (3) options to renew for periods of one (1) year each.

EARLY TERMINATION RIGHT:

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

SCOPE OF SERVICES:

Vendor will provide a Contract Management System (Solution) to the Board. Specifically, Vendor shall customize, implement, and provide continued maintenance and support of the Solution in order to ensure that it seamlessly manages each stage of contracting for CPS.

The Solution will streamline contracting for CPS users, allowing them to track intake and progress towards execution. The solution will support and maximize efficiencies for, at minimum: intake, verification of contracting materials, contract drafting, internal collaboration and communication, negotiation of terms, e-signatures, distribution of executed contracts, and lifecycle management (i.e. calendaring of contract expirations and management of Key Performance Indicators). The CMS will improve the Law Department's ability to report out regarding contracting metrics, milestones, and progression, including greater visibility into contracting pools.

DELIVERABLES:

Vendor shall deliver a comprehensive contract management software solution to streamline contracting workflows and lifecycle management.

OUTCOMES:

Vendor's services will result in improved process efficiencies and user experiences when engaging with the Law Department, Procurement, and other Central Office stakeholders to secure contracts for critical goods and services. The Solution shall streamline contracting by eliminating manual intake, assignment, drafting, negotiation, reporting, and communication workflows. The Solution will integrate with the future ERP and Board production software.

COMPENSATION:

Vendor shall be paid at estimated annual costs for the three (3) year term as set forth below:

FY24 - \$750,000 FY25 - \$500,000

FY26 - \$500,000

FY27 - \$500.000

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 General Counsel 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, (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, Unit 10210 - Law Office

FY24 - \$750,000

FY25 - \$500,000

FY26 - \$500,000

FY27 - \$500,000

Not to exceed \$2,250,000 for the three (3) year 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:

atrice Gernandes

PATRICIA HERNANDEZ Chief Procurement Officer Approved:

Pel May

PEDRO MARTINEZ
Chief Executive Officer

Approved as to Legal Form: 🦖

RUCHI VERMA General Counsel