

34647

ADOPTED – BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
NOVEMBER 3, 2022

BOARD OF TRUSTEES COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK STATE OF ILLINOIS

ELECTRONIC TIME AND LABOR MANAGEMENT SYSTEM WORKFORCE
SOFTWARE, INC. (“WORKFORCE”)
OFFICE OF HUMAN RESOURCES AND STAFF DEVELOPMENT
DISTRICT WIDE
(AMENDMENT 1 & 2)

THE CHANCELLOR RECOMMENDS:

that the Board of Trustees authorizes the Chair, upon final approval of the General Counsel of the legal form of such agreements, to execute an amendment to our agreement with between WorkForce Software, LLC, to allow the District’s Human Resources Department to purchased additional time clocks at a total administrative fee cost not to exceed \$465,000 for purchase of clocks and \$150,000 annually for maintenance of clocks.

VENDOR:

WorkForce Software, LLC, a Delaware Limited Liability Company
38705 Seven Mile Road
Livonia, Michigan 48152

Amendment # 1 (“Amendment”) to the Board Report **34258** made and entered into as of June 3, 2021 between WorkForce Software, LLC, a Delaware Limited Liability Company, having its principal office located at 38705 Seven Mile Road., Livonia, Michigan 48152 (“Company”), and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate, with district offices located at 3901 S. State Street, Chicago, Illinois 60609 (“Institution”).

Original amount: Not to exceed \$435,000.00

New amount: Not to exceed \$900,000.00

Term Date: June 30, 2023

Amendment # 2 (“Amendment”) to the SaaS Agreement (“Agreement”) made and entered into as of November 11, 2021 between WorkForce Software, LLC, a Delaware Limited Liability Company, having its principal office located at 38705 Seven Mile Road., Livonia, Michigan 48152 (“Company”), and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate, with district offices located at 3901 S. State Street, Chicago, Illinois 60609 (“Institution”). City Colleges of Chicago would like to purchase 125 clocks to replace the current clocks.

The parties now wish to clarify and revise certain terms of the Agreement to better reflect the understanding and obligations of the respective parties. Now, therefore, for good and valuable consideration, the parties hereto agree to amend the agreement, as follows:

1. Section 1. New section is added with the following:
 - a. **Clock Hardware Purchase.** WFS Clock 4050 Rental, battery, biometrics, PoE, magnetic card reader (W6433)
 - b. **Unit Price.** Unit price rental per clock \$2830.05.
 - c. **Annual Clock Premium Support.** Per clock \$387.00.
2. The current WorkForce Software Hardware Rental Schedule, executed on July 1, 2022, shall be terminated, per the Mutual Termination and Release Agreement submitted by WorkForce Software, LLC upon review and signing by both parties
3. In all other respects, the terms and conditions of the Agreement remain in full force and effect. In the event of any inconsistency between the terms and conditions of this Amendment and those of the Agreement, the terms and conditions of this Amendment shall control. Terms not defined herein shall be as defined in the Agreement.

BENEFIT TO CITY COLLEGES OF CHICAGO:

City Colleges current Time Clocks are no longer maintained by Workforce and can not be supported internally. We are almost out of backup clocks to utilize at campuses. These clocks are necessary to continue to support City Colleges Processes.

SCOPE OF SERVICES:

Hardware purchases and ongoing support.

VENDOR SELECTION CRITERIA:

Pursuant to State Law, all contracts for the purchase and delivery of data processing equipment, software and services are exempt from the District’s competitive bidding requirements.

MBE/WBE COMPLIANCE:

The Office of Procurement Services reviewed the original agreement and was granted a waiver of the Board Approved Participation Plan due to the nature of the service (“software for electronic time and labor management system”).

GENERAL CONDITIONS:

Inspector General- It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.7.4(b) of the Board Bylaws. Ethics – It shall be the duty of each party to the agreement to comply with the applicable provisions of the Board’s Ethics Policy adopted January 7, 1993, and as amended by the Board. Contingent Liability – Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year.

FINANCIAL

Total: \$150,000.00

Charge to: Office of Information Technology

Source of Funds: Education Fund

FY23: 530000-00003-0023006-80000

Total: \$465,000.00

Charge to: Office of Information Technology

Sources of Funds: Education/Capital

FY20: 53/540000-00003-0023006-80000

53/540000-92015-0023006-80000