



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Public Safety Administration Contract Liaison	Lonnie Jenkins	5-4207	10/30/24	
Anne Davis	Email Contract Liaison	Telephone		
	anne.davis@cityofchicago.org	5-5955		

List Name of NCRB Attendees/Department

Chief John McGill, CFD
Lonnie Jenkins, PSA
Kevin Pater, PSA
Anne Davis, PSA

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: UKG Inc.

Contact Person:	Phone:	Email:
Andy Derrig, Senior Sales Executive	330-523-6798	andrew.derrig@ukg.com

Project Description: UKG TeleStaff Cloud Software and Related Services

This is a request for:

<input checked="" type="checkbox"/> New Contract <u>Contract Type</u> <input checked="" type="checkbox"/> Blanket Agreement Term: __ (# of mo) <input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Amendment / Modification <u>Type of Modification</u> <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change Contract Number: _____ Specification Number: _____ Modification Number: _____
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<p>Department Request Approval</p> <div style="text-align: center;"> _____ DEPARTMENT HEAD OR DESIGNEE PRINT NAME Frank Lindbloom </div> <div style="text-align: center; margin-top: 10px;"> 10/30/24 _____ DATE </div>	<p>Recommended Approval</p> <div style="text-align: center;"> DocuSigned by: _____ BOARD CHAIRPERSON PRINT NAME Steve Loboda </div> <div style="text-align: center; margin-top: 10px;"> 2/13/2025 _____ DATE </div>
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(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

Approved Rejected

 CHIEF PROCUREMENT OFFICER

2-27-25

 DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. The Chicago Fire Department (CFD) in conjunction with the Office of Public Safety Administration (PSA) is requesting a 36-month plus two (2) additional one (1) year extension options sole source agreement to continue services with UKG Kronos System, LLC/Ultimate Kronos Group (UKG) for workforce management system.

Through the UKG agreement, CFD utilizes Telestaff software to manage the scheduling and assignments of all sworn members. It integrates contractual rules to increase adherence to scheduling rules defined by the union contract. This software enables CFD to integrate member's schedules and associated role during the work period with the city's payroll system (CATA), improving accuracy of time reporting and qualified pay. All fire operational procedures were fully implemented within Telestaff in 2016.

Principal Decision Systems International, Inc. (PDSI) was the original developer and owner of the Telestaff product. From 2006-2010 the City maintained a contract with PDSI for Telestaff scheduling software upgrades, annual maintenance and support (PO # 14130). PDSI was purchased by Kronos in 2011. At that time, Kronos held all proprietary rights to Telestaff.

In 2018, Kronos discontinued support of the version of Telestaff that was being utilized by CFD which put day-to-day operations at risk. The updated version provided new capabilities that allowed CFD to expand scheduling capabilities, track training and generate improved operational reports. CFD engaged Kronos to utilize the updated version of the Telestaff system via a reference contract through a competitively bid process conducted by US Communities for Hartford Public Schools. The reference agreement, PO 82901, began on 3/25/2021 and ends 3/24/2027.

Additionally in 2020 and the following years, Ultimate Software and Kronos Incorporated engaged in a merger establishing Ultimate Kronos Group (UKG) and creating one of the largest cloud computing companies in the industry. For the next few years, UKG continued to acquire more cloud-based business software developers strengthening their product. In 2023, UKG announced an expanded partnership with Google Cloud allowing UKG to run on Google Cloud's trusted infrastructure and unified data platform to support innovation, extensibility, and advanced security.

While the City's current reference agreement with UKG has extension options available through 3/24/2027, the expanded partnership with google cloud requires a migration of the City's data which is not included in the current scope. For this reason, CFD is asking for a sole source with UKG to continue the current services through UKG for the Telestaff System.

2. The current agreement does not expire until 3/24/2027 if all extensions are exhausted, therefore this is a continuation of previous procurement from the same source.

3. Competitively bidding this requirement would not be economical or practical for this application. The entire workforce management system would have to be bid out under a new solicitation. CFD already has the Telestaff workforce management system in place and only requires a new contract to cover the migration services associated with moving CFD data to the cloud.

4. This request is for a continuation of current services. Finding other sources is not practical for this situation.

5. Workforce management technology has become an essential service for managing CFD member work schedules. The software includes integrated communication tools within the technology that allow for instant alerts and facilitate quick dissemination of crucial information improving response time and ensuring appropriate coverage resulting in a more efficient and cost-effective solution for scheduling CFD members. CFD has no intention of discontinuing the use of workforce management services in the future, therefore future contract requests will be made. However, PSA is cautiously optimistic that future service requests can be made via a public solicitation procurement method.

6. The public safety workforce management solutions industry is in a growth phase and rapidly evolving to incorporate



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

emerging technology including AI. For that reason, it is difficult to predict the market in five years; however, PSA is cautiously optimistic that procurement via a public solicitation will be a viable option in the future.

ESTIMATED COST

1. Total estimate cost: \$1,111,364.39

Funding source: 024.0100.0514200.0138.220138.0500

2. 2025: \$205,188.00

2026: \$213,395.52

2027: \$221,931.34

2028: \$230,808.59

2029: \$240,040.94

3. The migration to the Google Cloud solution will be implemented at no additional cost to the City. The rates as provided for 2025 match those of the current agreement, PO 82901. Followed by modest 4% annual increases year-over-year. The rates provided by UKG are below industry standard making the pricing favorable to the City.

4. The UKG TeleStaff system manages the scheduling and assignments of approximately 4,500 sworn members. It integrates contractual rules to increase adherence to scheduling rules defined by the union contract. This software enables CFD to integrate member's schedules and associated role during the work period with the city's payroll system (CATA), improving accuracy of time reporting and qualified pay. Another source is not a viable consideration at this point as it would require a significant amount of time and resources for the installation, member training and migration of current data. Additionally, any lapse in services would cause significant disruption to the ability to schedule member's time and ensure adequate public safety coverage throughout the City.

5. The migration to the Google Cloud solution will be implemented at no additional cost to the City. The rates as provided for 2025 match those of the current agreement, PO 82901. Followed by modest 4% annual increases year-over-year. The rates provided by UKG are below industry standard making the pricing favorable to the City.

SCHEDULE REQUIREMENTS

1. In 2023, UKG announced it was moving platforms from the Kronos Private Cloud to the Google Private Cloud with an end-of-life date of December 31, 2025. After that time, UKG client data not migrated to the Google Private Cloud by the end-of-life date will no longer be able to utilize the TeleStaff software.

2. N/A

3. The schedule is critical because access to all the CFD daily staffing operations, vacation and medical roll schedules, trainings, etc. will be halted on 12/31/2025 if the data is not properly migrated to the Google Cloud. The migration and timelines to the Google Cloud were established by UKG. CFD is a major user of the software platform and it is expected to take 12-16 weeks for migration and additional few weeks for testing all the Local 2 Collective Bargaining Agreement rules built into the platform as well as new software feature testing that is an upgrade to the current software.

4. If this project becomes subject to delays due to competitive bidding, CFD's only option would be to return to paper time and attendance records and daily staffing rosters. Additionally, the data link to CATA would become a manual process for PSA Payroll causing overtime and additional personnel.

EXCLUSIVE OR UNIQUE CAPABILITY

1. This request is not intended for hiring a person or firm as a Professional Service Consultant.

2. Yes, UKG is considered unquestionably a dominate player, if not the worldwide leader, in providing workforce management software and the accompanying platform.

3. Since 2006, TeleStaff workforce management software has become an essential service for managing CFD member work schedules. Building upon previous successes and continually improving offerings via upgraded versions



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

has created a solution that is essential for CFD operations.

7. The UKG TeleStaff Cloud solution is proprietary to UKG and its authorized affiliates, which include UKG Inc. and UKG Kronos Systems, LLC. The solution is uniquely designed, developed, and maintained by UKG. No other vendors can provide the TeleStaff Cloud software and related services.

8. As described above, the UKG TeleStaff Cloud solution is proprietary to UKG. No other vendor can provide the same level of support, updates, and integrations capabilities as UKG and its authorized affiliates.

OTHER

N/A

Project Checklist

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date:
10/30/2024

Department Name:
Public Safety Administration

Requisition No: 632210 **Specification No:** 1310721

PO No: **Modification No:** N/A

Contract Liaison:
Anne Davis

Telephone:
5-5955

Email:
anne.davis@cityofchicago.org

Project / Program Manager:
Kevin Pater

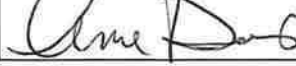
Telephone:
5-3710

Email:
kevin.pater@cityofchicago.org

For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. **Note:** 1) Funding: Attach information if multiple funding lines; 2) Individual Contract Services: Include approval form signed by Department Head and OBM; 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

***By signing this form, I attest that all information provided is true and accurate.**

***Contract Liaison Signature**



Project Title:
UKG TeleStaff Cloud Software & Related Services

Project Description:
Sole Source Request with UKG Inc.

Funding:

Corporate
 Bond
 Enterprise
 Grant
 Other:

IDOT/Transit
 IDOT/Highway
 FHWA
 FTA
 FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
1	024	0100	0514200	0138	220138				\$1,111,364.39

Check One:

New Contract Request

**By signing below, I attest the estimates provided for this contract are true and accurate.*

***Project / Program Manager Signature**


***Commissioner Authorized Designee Signature**


Purchase Order Type:

Blanket/Purchase Order (DUR)
 Master Consultant Agreement (Task Order)
 Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI
 Small Order

Special Approvals Required:

Emergency
 Non-Competitive Review Board (NCRB)
 Request for Individual Contract Services
 Information Technology Governance Board (ITGB)

Purchase Order Information:

Contract Term (No. of Months): 36 Months

Extension Options (Rate of Recurrence): (2) 1-yr Exts

Estimated Spend/Value: \$ 1,111,364.39

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Contract Type:

Architect Engineering Commodity Construction JOC SBI
 Professional Services Revenue Generating Vehicle & Heavy Equipment
 Work Service Joint Procurement Reference Contract

Modification or Amendment

Modification Information:

PO Start Date: _____

PO End Date: _____

Amount (Increase/Reduction): _____

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals
 No Stated Goals Waiver Request

Risk Management / EDS

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)
 Vendor Limit Increase Requisition Encumbrance Adjustment
 Other (specify): _____

Vendor Info:

Name: UKG Inc.

Contact: Andy Derrig

Address: _____

E-mail: andrew.derrig@ukg.com


Phone: 330-523-6798



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

To: Sharla D. Roberts, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Frank Lindbloom, Acting Executive Director
PUBLIC SAFETY ADMINISTRATION (PSA)

ATTN: NCRB Committee

Date: March 7, 2025

Subject: Clarification of Vendor Name for UKG TeleStaff Cloud Software
and Related Services
Sole Source Contract with UKG Kronos Systems, LLC / UKG, Inc.
Estimate Contract Value: \$1,111,364.39
Requisition: 632210
Specification: 1310721

The Office of Public Safety Administration (PSA) on behalf of the Chicago Fire Department (CFD) received approval from the NCRB Board to enter into a contract with UKG, Inc. on February 24, 2025. Upon DPS's review of the Economic Disclosure Statement, it was determined that the correct name of the vendor for this request is UKG Kronos Systems, LLC.

For the purposes of the NCRB request documentation, UKG Kronos Systems, LLC and UKG, Inc. are interchangeable and refer to the same entity.

If you should have any questions, please contact Anne Davis, Contracts Coordinator, at 312-745-5955 or anne.davis@cityofchicago.org.

cc: Natalie Gutierrez, PSA
Kevin Pater, PSA 



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

To: Sharla Roberts, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

FROM: 
Frank Lindbloom, Acting Executive Director
PUBLIC SAFETY ADMINISTRATION (PSA)

Date: October 30, 2024

Subject: **New Contract Request NCRB Sole Source**
UKG TeleStaff Cloud Software & Related Services
UKG Inc.
Estimate Contract Value: \$1,111,364.39
Requisition: 632210 Specification: 1310721

The Office of Public Safety Administration (PSA) on behalf of the Chicago Fire Department (CFD) respectfully submits this package to the Non-Competitive Review Board (NCRB) for review and approval of a new contract with UKG Inc. ("UKG") for UKG Telestaff Cloud Software & Related Services. CFD utilizes Telestaff software to manage the scheduling and assignments of all sworn members. Requested duration is 36-months & 2 one-year ext options.

CFD currently utilizes the TeleStaff software from UKG via PO 82901 which has extension options available through 3/24/2027. The request for a new contract is due to a mandatory data migration requirement by UKG, which is not covered under the current scope of services.

History

In 2018, Kronos discontinued support of the version of Telestaff that was being utilized by CFD which put day-to-day operations at risk. The updated version provided new capabilities that allowed CFD to expand scheduling capabilities, track training, generate improved operational reports and track mandated FAA certifications. CFD engaged Kronos to utilize the updated version of the Telestaff system via a reference contract through a competitively bid process conducted by US Communities for Hartford Public Schools. The reference agreement, PO 82901, began on 3/25/2021 and ends 3/24/2027, once all extension options are exhausted.

Additionally in 2020, Ultimate Software and Kronos Incorporated engaged in a merger establishing Ultimate Kronos Group (UKG) and creating one of the largest cloud computing companies in the industry. For the next few years, UKG continued to acquire more cloud-based business software developers strengthening their product. In 2023, UKG announced an expanded partnership with Google Cloud allowing UKG to run on Google Cloud's trusted infrastructure and unified data platform to support innovation, extensibility, and advanced security.

Impact

The UKG TeleStaff system manages the scheduling and assignments of approximately 4,500 sworn members. It integrates contractual rules to increase adherence to scheduling rules defined by the union contract. This software enables CFD to integrate member's schedules and associated roles during the work period with the City's payroll system (CATA), improving accuracy of time reporting and qualified pay. The system must be maintained to ensure it functions properly and performs the critical service to support CFD operations.

MBE/WBE Compliance Goals

UKG has submitted a justification letter requesting MBE/WBE no stated goals. The majority of the contract will involve UKG's proprietary software, system maintenance, consulting and operating system support. For this reason, it is expected that there will be no or very limited opportunities for direct participation in the contract.

Supporting Documents

In support of this request, please find the following attachments:

1. Non-Competitive Review Board Application
2. DPS Project Checklist
3. Vendor Compliance Request Letters
4. Scope of Work
5. Vendor Confirmation of Receipt of the City's Standard Terms and Conditions
6. Professional Services Insurance Requirements and Risk Approval Correspondence
7. Vendor Certificates of Insurance
8. Economic Disclosure Statement Certificate
9. Vendor Sole Source Justification
10. Vendor quote

The funding line for this procurement will be 024.0100.0514200.0138.220138.0500. Requisition # 632210 has been prepared and forwarded for further processing upon your approval.

If you should have any questions, please contact Anne Davis, Contracts Coordinator, at 312-745-5955 or anne.davis@cityofchicago.org.

cc: Natalie Gutierrez, PSA
 Kevin Pater, PSA
 Lonnie Jenkins, PSA
 Chief John McGill, CFD
 Lisa Clark, PSA

Attachment(s)

EXHIBIT 1: SCOPE OF SERVICES FOR UKG TELESTAFF CLOUD SOFTWARE & RELATED SERVICES

Contractor shall, in accordance with the terms and conditions of this Agreement, provide all of the following:

A. Software.

Contractor must provide the City with access to the most current release of the UKG TeleStaff Cloud. The Contractor must meet the following minimum requirements:

1. Tracks all ranks within the department.
2. Ability to prebuild schedules and rosters; manages schedules across districts, battalions, fire houses, both fire suppression and EMS.
3. Track employee certifications and qualifications.
4. Automatically relay scheduling communications, i.e. allow scheduling in advance.
5. Support different duty and union rules for various departments.
6. Track all employee overtime for auditing purposes.
7. Assessing and leveraging rules that define work schedule, for example: a. Four (4) twenty-four (24) hour days b. Every 5th Day off (Daley Day) c. Eight (8) twenty-four (24) hour days a month
8. Reporting function needs to report key management indicators such as overtime, paid time off, scheduled and unscheduled absences, non-productive times, orientation, education, etc.
9. The reporting component will provide data analytics to support goals of improving productivity, controlling labor costs, and more efficiently managing employee workforce.
10. Reports must be available online, in print format, exportable to Excel and other industry standard file formats for analysis, and downloadable for distribution or pushed to the user via email or other notification from a scheduled process or a triggering event.
11. System functionality should allow employees to request paid time off, swap shifts with other equally trained and competent employees, and to indicate their availability to pick up work opportunities, as well as to receive manager approval via paperless system processes.
12. Provide different levels of control to data and schedules based on authorization for scheduling.
13. Provide all members capability to see their own schedules.
14. Provide access to calendar information on mobile devices as well as web access.
15. Use rule-based scheduling to ensure each district, engine, and other roles have the correct number of Fire Paramedics, Ambulance Officers, Field Officers, and Assistant Deputy Chiefs.
16. Integrate seniority rules into scheduling algorithms.
17. Allow the ability for trades.
18. Allow the ability for auctions.
19. Allow capabilities for furlough planning and scheduling.
20. Identify vacancies.

21. Ability to create attendance and assignment reports as an official record of actual on-duty personnel.
22. Identify and manage personnel on medical leave and managing the “hire back” process.
23. Facilitate notification to members.

In addition, the System must provide the ability to:

1. Import employee data from the City’s Human Resources application as a file import.
2. Export data to downstream payroll applications and others in a standardize format. It is highly desirable that these formats can be defined and modified at any time by authorized personnel within the department.
3. Enable authentication interfaces with COC’s Active Directory allowing for “single sign-on.”
4. Control access based on roles, scheduling, payroll, and administrative support.

B. Professional and Technical Services.

Contractor must provide all professional and technical services necessary for the upgrade and support of the UKG TeleStaff Cloud software. UKG will provide the following services:

1. Migration to Telestaff Cloud
 - i. Conversion of UKG TeleStaff in the Kronos Private Cloud to UKG TeleStaff Cloud in the Google Cloud Platform.
 1. Google Cloud Platform environments: (1) Production and (1) Development (Non- Production).
 - ii. Related migration services
 1. Project management sufficient to organize UKG project resources.
 2. Project kickoff call.
 3. System overview call.
 4. Testing support.
 5. Go live support.
 - iii. Migration assumptions
 1. Target duration for this project is 8-10 working weeks.
 - iv. Solution Assumptions:
 1. Conversion to UKG TeleStaff Cloud does not include customizations, configuration, new features, or functionality other than what is required by the new version.
 2. Any stated project duration is for guidance only and based upon UKG’s experience with UKG customers and solutions.
 3. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.
 4. Both UKG and the City’s project team will complete assigned tasks by mutually agreed upon due dates as set forth in the project plan. UKG will not be responsible for delays caused by the City’s failure to provide adequate resources for the project or complete tasks promptly.
 5. UKG will communicate with the City’s project manager, the appointed point of contact for City on this project. The City’s project manager will be responsible for all communications and project management among

- all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
6. All project tasks are completed through UKG's remote deployment model.

C. Hosting Services

Contractor will provide a hosting environment for the TeleStaff Software and City Data in a Contractor managed hosting environment. At a minimum, such hosting services must include:

1. Secure transmission and sessions (SSL encrypted).
2. Network protection (firewalls, 3rd part verification, hacker prevention, verification).
3. Password protected entry.
4. Disaster recovery (multiple backups).
5. Internal and 3rd part testing and assessments.
6. Security monitoring.
7. Secure data center.
8. Unlimited mobile access from any internet connected device.
9. Twice daily incremental and weekly full backups.

D. Support Services


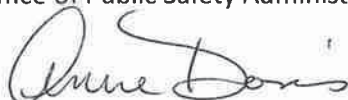
UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.

E. Training Services

UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training.

F. City Responsibilities:

- All network access between city of Chicago and UKG data center
- Designating City project manager and user acceptance
- Support in integrating employee login information and interface with Telestaff Software
- Provide resources required for training and testing


Lonnie Jenkins, Deputy Director
Office of Public Safety Administration


UKG Inc.
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



November 6, 2024

City of Chicago
Department of Innovation & Technology
333 South State Street
Chicago, IL 60604

To Whom It May Concern:

This letter is to confirm that the UKG® TeleStaff solution currently in use by the Chicago Fire Department is owned by UKG (and its affiliates) and are comprised of intellectual property rights owned exclusively by UKG and its affiliates.

UKG only authorizes its affiliates and certain authorized resellers to offer these UKG products and services. The UKG TeleStaff Cloud solution is proprietary to UKG and its authorized affiliates, which include UKG Inc. and UKG Kronos Systems, LLC.

The proprietary nature of the UKG TeleStaff Cloud solution is uniquely positioned to meet the City's needs as the solution has been deployed with the agency for the past decade and is uniquely designed, developed, and maintained by UKG. This exclusivity ensures that the product is optimized for performance, security, and integration with other UKG solutions. As a result, no other vendor can provide the same level of support, updates, and integration capabilities as UKG and its authorized affiliates.

UKG's goal is to handle questions regarding the sole sourcing of UKG products in a consistent manner, which is why we utilize this letter format. If you have any questions relating to anything in this letter, please feel free to contact me anytime.

Sincerely,

A handwritten signature in black ink that reads 'Brian Coopman' in a cursive script.

Brian A. Coopman
Director of Contracts & Procurement – Public Sector
Brian.coopman@ukg.com
563-370-5356



CITY OF CHICAGO

OFFICE OF PUBLIC SAFETY ADMINISTRATION

MEMORANDUM

To: Sharla Roberts, Chief Procurement Officer
DEPARTMENT OF PROCUREMENT SERVICES (DPS)

From: 
Frank Lindbloom, Acting Executive Director
OFFICE PUBLIC SAFETY ADMINISTRATION (PSA)

Date: October 30, 2024

Subject: **MBE/WBE Compliance Request: No Stated Goals**
New Contract Request NCRB Sole Source
UKG TeleStaff Cloud Software & Related Services
UKG Inc.
Requisition No.: 632210 / Specification No.: 1310721

The Office of Public Safety Administration ("PSA") on behalf of the Chicago Fire Department ("CFD") respectfully requests no stated goals for the above referenced contract with UKG Inc.

As outlined in UKG's justification letter, the major component of the proposed resultant contract involves UKG's proprietary software, system maintenance, consulting, and support. A significant portion of the products and services which UKG intends to provide to the City are provided directly by UKG, through its employees.

For this reason, PSA concurs with UKG's justification for MBE/WBE no stated goals and requirements on the resulting contract.

Your assistance in this matter is appreciated. Please contact Anne Davis at 312-745-5955 with questions.
Thank you.

cc: Natalie Gutierrez, PSA
Kevin Pater, PSA

Contract Goal Participation Determination Form

Project Title: UKG TeleStaff Cloud Software and Related Services

Project Description:

NCRB request with UKG Inc.

Specification No. 1310721 Requisition No. 632210

Funding Source(s): City Federal Other _____

Target Market: Yes No MBI SBI I SBI II

No Stated Goal: Yes No

Previous Contract No(s): 82901

SCOPE OF WORK:

PSA is request a 60-month agreement with UKG for the continuation of TeleStaff workforce management software utilized by CFD members.

SUBCONTRACTING OPPORTUNITIES

(Subcontracting opportunity list is based on specialty areas of known Certified MBE/WBE/VBE/DBE contractors)

Type of Work	Estimated Dollar Amount	Percentage of Total Contract	Goal Percentage of Participation			
			MBE%	WBE%	VBE%	DBE%
TOTAL						

TOTAL ESTIMATED CONTRACT VALUE \$ \$ 1,111,365.39

GOAL RECOMMENDATION: MBE participation 0 WBE participation 0 VBE participation 0 DBE participation 0

For Construction Projects Only

RECOMMENDED PROJECT AREA: YES NO (If yes, attach a project/community areas map) _____%

Recommended: _____ 10/30/24
 (User Department Authorized Signature) Date
 Public Safety Administration
 (Name of User Department)

Department of Procurement Services

Approved By: _____ _____
 Tammi Morgan, Contracting Equity Officer Date

UKG Inc.
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



November 6, 2024

City of Chicago
Department of Innovation & Technology
333 South State Street
Chicago, IL 60604

To Whom It May Concern:

UKG would like to formally request no stated goals for the MBE/WBE subcontracting participation goals and requirements for any resulting contract in connection with the Non-Competitive Review Board Application.

The major components of the proposed resultant contract involve UKG's proprietary software, system maintenance, consulting, and support. A significant portion of the products and services which UKG intends to provide to the City are provided directly by UKG, through its employees.

Also, it is expected that there will be no or very limited subcontracting opportunities available under a resultant contract. For these reasons, UKG respectfully requests that there be no stated MBE/WBE goals and requirements for any resulting procurement.

Sincerely,

Brian Coopman

Brian A. Coopman
Director of Contracts & Procurement – Public Sector
Brian.coopman@ukg.com
563-370-5356

OFFICE OF PUBLIC SAFETY ADMINISTRATION
PSA-051-PRO SERV CONSULTING \$250,000 or ABOVE

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

1) Workers' Compensation and Employer's Liability (Primary and Umbrella)

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than **\$1,000,000** each accident; **\$1,000,000** disease-policy limit and **\$1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable,

or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) **Automobile Liability**

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than **\$1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) **Umbrella or Excess**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than **\$10,000,000** per occurrence, or the full per occurrence limits of the policy,

whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) **Cyber Liability**

Cyber Liability must be maintained with limits of not less than **\$5,000,000** for cyber incident and coverage must include the following:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of City of Chicago data, whether by Vendor or any subcontractor or cloud service provider used by Vendor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;
- Liability for technological products and services provided by or created by Vendor, including intellectual property infringement or misappropriation.
- Liability for professional services provided by Vendor;
- PCI fines, fees, penalties, and assessments;
- Cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be

responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability and Tech E&O policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than three years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a three year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

6) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than **\$5,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers (when applicable)

When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever

and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

9) Property (when applicable)

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability

or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

**EXHIBIT 2
INSURANCE CERTIFICATE OF COVERAGE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 99 HIGH STREET BOSTON, MA 02110 Attn: Boston Certrequest@marsh.com CN101920216 US WA GAWUP 23 INSURED UKG Kronos Systems LLC 900 Chelmsford Street Lowell, MA 01851	COMPANY NAME PHONE (A/C, No, Ext) FAX (A/C, No) E-MAIL ADDRESS
	INSURER(S) AFFORDING COVERAGE INSURER A - Federal Insurance Company INSURER B - Great Northern Insurance Company INSURER C - All American Insurance Company INSURER D - Arch Insurance Company INSURER E INSURER F
NAIC # 70791 20301 72567 11150	

COVERAGES **CERTIFICATE NUMBER:** NYC 011195006 09 **REVISION NUMBER:** 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF LTR	TYPE OF INSURANCE	ADDITIONAL (INS) (NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER	X X	3606 40 31	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	73617085	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	78192757	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71834474	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROF LIAB / TECH FAC / CYBER NPI 0067548-02			12/01/2023	12/01/2024	E&S \$ 2,000,000
A	COMMERCIAL PROPERTY 3606-40-31			12/01/2023	12/01/2024	ALL RISK

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is an additional insured on the General Liability as respects claims arising out of the negligence of Kronos employees while performing work for the certificate holder where required by contract executed prior to a loss. A Waiver of Subrogation is granted in favor of certificate holder as respects General Liability, Automobile Liability and Umbrella Liability. (Required as such in a rating contract with the Named Insured which has been executed prior to a loss claim.)

CERTIFICATE HOLDER **CANCELLATION**

City of Chicago 121 N. LaSalle Street Room 806 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 199703

Date of This Filing: 07/10/2024 08:02 AM

Certificate Printed on: 10/30/2024

Original Filing Date: 06/12/2024 12:37 PM

Disclosing Party: UKG Kronos Systems, LLC Title: Public Sector Business Consultant
Filed by: Sean O'Donnell

Matter: Workforce Management System

Applicant: UKG Kronos Systems, LLC

Specification #: 818821

Contract #: 82901

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

UKG Inc.
 900 Chelmsford Street
 Lowell, MA 01851
 T: 978-250-9800
 ukg.com



October 28, 2024

****This budget is based on the Telestaff products that are currently on support.
 Additional products and/or license expansion would impact the numbers shown here.**

Product Name	Quantity	PEPM	Annualized	Start Date	End Date
Read-Only ODBC Access to WFC/HR Database	1	\$ -	\$ -	3/23/2025	3/22/2026
UKG TELESTAFF BIDDING VX+ SAAS	5400	\$ -	\$ -	3/23/2025	3/22/2026
UKG TELESTAFF CONTACTMANAGER VX+ SAAS	5400	\$ -	\$ -	3/23/2025	3/22/2026
UKG TELESTAFF ENTERPRISE BUNDLE VX+ SAAS	5400	\$ -	\$ -	3/23/2025	3/22/2026
UKG TELESTAFF ENTERPRISE VX+ SAAS	5400	\$ 2.40	\$ 155,292.00	3/23/2025	3/22/2026
UKG TELESTAFF GATEWAYMANAGER VX+ SAAS	1	\$ -	\$ -	3/23/2025	3/22/2026
UKG TELESTAFF GLOBAL ACCESS VX+ SAAS	5400	\$ 0.44	\$ 28,512.00	3/23/2025	3/22/2026
UKG TELESTAFF INSTITUTION FOCUS VX+ SAAS	5400	\$ 0.33	\$ 21,384.00	3/23/2025	3/22/2026
			\$ 205,188.00		

Product Name	Renewal			Budgeted	
	Uplift	Start Date	End Date	PEPM	Budget
Read-Only ODBC Access to WFC/HR Database	4%	3/23/2026	3/22/2027	\$ -	\$ -
UKG TELESTAFF BIDDING VX+ SAAS	4%	3/23/2026	3/22/2027	\$ -	\$ -
UKG TELESTAFF CONTACTMANAGER VX+ SAAS	4%	3/23/2026	3/22/2027	\$ -	\$ -
UKG TELESTAFF ENTERPRISE BUNDLE VX+ SAAS	4%	3/23/2026	3/22/2027	\$ -	\$ -
UKG TELESTAFF ENTERPRISE VX+ SAAS	4%	3/23/2026	3/22/2027	\$ 2.49	\$161,503.68
UKG TELESTAFF GATEWAYMANAGER VX+ SAAS	4%	3/23/2026	3/22/2027	\$ -	\$ -
UKG TELESTAFF GLOBAL ACCESS VX+ SAAS	4%	3/23/2026	3/22/2027	\$ 0.46	\$ 29,652.48
UKG TELESTAFF INSTITUTION FOCUS VX+ SAAS	4%	3/23/2026	3/22/2027	\$ 0.34	\$ 22,239.36
					\$213,395.52

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Product Name	Renewal			Budgeted	
	Uplift	Start Date	End Date	PEPM	Budget
Read-Only ODBC Access to WFC/HR Database	4%	3/23/2027	3/21/2028	\$ -	\$ -
UKG TELESTAFF BIDDING VX+ SAAS	4%	3/23/2027	3/21/2028	\$ -	\$ -
UKG TELESTAFF CONTACTMANAGER VX+ SAAS	4%	3/23/2027	3/21/2028	\$ -	\$ -
UKG TELESTAFF ENTERPRISE BUNDLE VX+ SAAS	4%	3/23/2027	3/21/2028	\$ -	\$ -
UKG TELESTAFF ENTERPRISE VX+ SAAS	4%	3/23/2027	3/21/2028	\$ 2.59	\$167,963.83
UKG TELESTAFF GATEWAYMANAGER VX+ SAAS	4%	3/23/2027	3/21/2028	\$ -	\$ -
UKG TELESTAFF GLOBAL ACCESS VX+ SAAS	4%	3/23/2027	3/21/2028	\$ 0.48	\$ 30,838.58
UKG TELESTAFF INSTITUTION FOCUS VX+ SAAS	4%	3/23/2027	3/21/2028	\$ 0.36	\$ 23,128.93
					\$221,931.34

Product Name	Renewal			Budgeted	
	Uplift	Start Date	End Date	PEPM	Budget
Read-Only ODBC Access to WFC/HR Database	4%	3/22/2028	3/21/2029	\$ -	\$ -
UKG TELESTAFF BIDDING VX+ SAAS	4%	3/22/2028	3/21/2029	\$ -	\$ -
UKG TELESTAFF CONTACTMANAGER VX+ SAAS	4%	3/22/2028	3/21/2029	\$ -	\$ -
UKG TELESTAFF ENTERPRISE BUNDLE VX+ SAAS	4%	3/22/2028	3/21/2029	\$ -	\$ -
UKG TELESTAFF ENTERPRISE VX+ SAAS	4%	3/22/2028	3/21/2029	\$ 2.70	\$174,682.38
UKG TELESTAFF GATEWAYMANAGER VX+ SAAS	4%	3/22/2028	3/21/2029	\$ -	\$ -
UKG TELESTAFF GLOBAL ACCESS VX+ SAAS	4%	3/22/2028	3/21/2029	\$ 0.49	\$ 32,072.12
UKG TELESTAFF INSTITUTION FOCUS VX+ SAAS	4%	3/22/2028	3/21/2029	\$ 0.37	\$ 24,054.09
					\$230,808.59

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Product Name	Renewal			Budgeted	
	Uplift	Start Date	End Date	PEPM	Budget
Read-Only ODBC Access to WFC/HR Database	4%	3/22/2029	3/21/2030	\$ -	\$ -
UKG TELESTAFF BIDDING VX+ SAAS	4%	3/22/2029	3/21/2030	\$ -	\$ -
UKG TELESTAFF CONTACT MANAGER VX+ SAAS	4%	3/22/2029	3/21/2030	\$ -	\$ -
UKG TELESTAFF ENTERPRISE BUNDLE VX+ SAAS	4%	3/22/2029	3/21/2030	\$ -	\$ -
UKG TELESTAFF ENTERPRISE VX+ SAAS	4%	3/22/2029	3/21/2030	\$ 2.80	\$181,669.68
UKG TELESTAFF GATEWAY MANAGER VX+ SAAS	4%	3/22/2029	3/21/2030	\$ -	\$ -
UKG TELESTAFF GLOBAL ACCESS VX+ SAAS	4%	3/22/2029	3/21/2030	\$ 0.51	\$ 33,355.01
UKG TELESTAFF INSTITUTION FOCUS VX+ SAAS	4%	3/22/2029	3/21/2030	\$ 0.39	\$ 25,016.26
					\$240,040.94

Sincerely,

Brian Coopman

Brian Coopman
 Director, Contracts and Procurement – Public Sector

Section I: General Contract Information	
Department Name	Office of Public Safety Administration on behalf of Chicago Fire Department
Department Contact Name	Anne Davis
Department Contact Number	5-5955
Department Contact Email	Anne.davis@cityofchicago.org
Contract Number	N/A
Contract Subject Name	UKG TeleStaff Software and related services
Contract Initiation Date	New sole source contract request
Original Contract Amount	\$1,111,364.39
Original Contract Expiration Date	TBD. Will be a 60 month term.
Budgeted amount for current year	\$205,188.00
Year to date expenditure	N/A
Are funds	<input checked="" type="checkbox"/> Operating <input type="checkbox"/> Capital <input type="checkbox"/> TIF <input type="checkbox"/> Grant
What is the funding strip?	024-0100-0514200-0138-220138
If contract modification or task request is approved, will department have enough funds to cover new expenditure?	Yes
If no, what is the plan to address the short fall?	N/A
Section II: Contract Modifications	
Complete this section if you are modifying the value of an existing contract.	
Contract Value Increase	\$N/A
New total contract amount	\$ N/A
New contract expiration date	N/A
Goods/services provided by this contract	N/A

Justification of need to modify this contract	N/A
Impact of denial	N/A
Section III. Issue a Request for Services to a Master Consulting Agreement	
Complete this section if you want to issue a request for services to a Master Consulting Agreement	
Value of planned task order request	N/A
Expiration date of planned task order request	N/A
Scope of services	N/A
Justification of need to issue request for services	N/A
Impact of denial	N/A
Section IV: Assessment of Office of Budget and Management Analyst	
Approve/Deny	Approve
OBM Analyst Initials	JS
OBM Analyst Name/number	Joseph Sacks