

20915

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

OCT 1 - 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

COUNTY OF COOK
AND STATE OF ILLINOIS

PROFESSIONAL CONSULTANT SERVICES
SPAS YEAR 2000 PLAN
OFFICE OF INFORMATION TECHNOLOGY
DISTRICT OFFICE

THE CHANCELLOR

REPORTS

that there is a need to retain the services of a professional technology consultant to provide OIT management and consulting services for year 2000 SPAS issues; and

that these services will include:

- Identifying SPAS Year 2000 issues,
- Developing SPAS Year 2000 Technical Design Strategy,
- Analyzing of data base requirements,
- Identifying key Year 2000 processing dates and key SPAS processing functions,
- Developing preliminary SPAS Year 2000 remediation plan,
- Establishing project priorities,
- Developing project/implementation schedule,
- Define SPAS/Year 2000 resource requirements,
- Preparing SPAS/Year 2000 change specifications; and

that the fee for these services will not exceed \$175,000.00 for services and \$10,000.00 for related expenses; and

that these professional services are exempt from competitive bid requirements.

RECOMMENDS

that the Board of Trustees authorizes the issuance of a purchase order in the amount of \$175,000.00 plus expenses in the amount of \$10,000.00 to PSI Consulting Services, Chicago, from October 1, 1998 to September 30, 1999; and authorizes the Chairman and Assistant Secretary to execute any documents pertaining to these professional services on behalf of the Board.

FINANCIAL

\$185,000.00 -- Educational Fund

Respectfully submitted,

Wayne D. Watson
Chancellor

October 1, 1998

CITY COLLEGES OF CHICAGO

WAIVER OF COMPETITIVE PROCEDURE REQUIREMENT

Board rules state that it is the general policy of the District to use competitive procedures to select professional service consultants. Section 4(a) 1-4 of Board Rule -- list situations in which a waiver of competitive procedure requirement is possible. In order to retain a consultant without competitive procedures, this waiver form must be completed and approved by the College President, the appropriate Vice Chancellor or the Chancellor.

1. Type of consultant/services required:

The City Colleges of Chicago district needs an information technology consultant to facilitate the remediation of code in its student information system (SPAS) for Year 2000 compliance.

2. Brief description of the need for a professional services consultant:

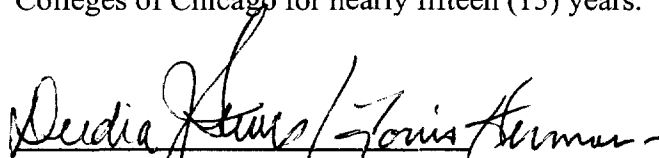
Notwithstanding the upcoming recommendation to the Board of Trustees to purchase an integrated management information system (for student, human resources, and financial systems), the present SPAS system must still undergo Y2K remediation to process student registrations until the new student system is implemented. The City Colleges of Chicago does not have the staff nor incumbent consultants to resolve the Y2K challenge.

3. Reason that competitive procedures are not appropriate in this situation:

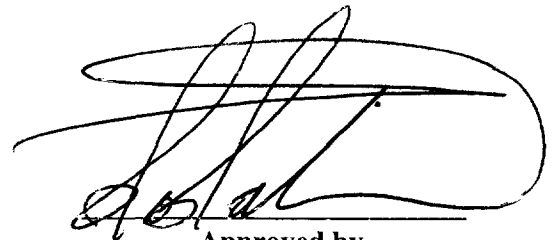
PSI, Inc. developed the district's SPAS system. While PSI has not been the information technology consultants to the district for nearly five years, they have the expertise to identify the files that require remediation and would be able to expedite this process more effectively and more efficiently than a new consultant or even our present consultant

4. Basis for selecting the recommended individual or firm:

PSI, Inc., is a woman-owned information technology firm which worked with the City Colleges of Chicago for nearly fifteen (15) years.


 Person initiating request


 College and/or Department



Approved by

Chancellor

Title

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AGREEMENT BETWEEN
PSI SYSTEMS, INC.
AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS

This Agreement is made between Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of the City Colleges of Chicago ("Institution") and PSI Systems, Inc., a corporation organized and existing under the laws of the State of Illinois and with authority to do business in the State of Illinois ("Consultant").

RECITALS

WHEREAS, Institution desires to obtain the services of Consultant; and

WHEREAS, Consultant claims to have expertise and experience to provide such services for Institution.

TERMS

Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services as are set forth in this Agreement, and Institution agrees to pay Consultant such amounts as are specified in this Agreement, all upon the following terms and conditions:

1. Scope of Service.
 - a. Consultant agrees to provide the services described in Attachment A appended to and incorporated into this Agreement ("Consulting Services").
 - b. Consultant agrees to perform the Consulting Services to the satisfaction of Institution from time to time during the term of this Agreement.
 - c. Institution's liaison overseeing the Consulting Services provided under this Agreement is Phyllis Baehrend.
2. Fees and Expenses.
 - a. Institution agrees to pay Consultant a fee of one hundred and seventy-five dollars per hour (\$175.00/hr.) up to an amount not to exceed one hundred and seventy-five thousand dollars (\$175,000.00) for Consulting Services.
 - b. Said fee shall include the payment of the following individuals retained by Consultant at a rate of seventy-five dollars per hour (\$75.00/hr): Tony Gibas, Richard Thomas and George Vozari.

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- c. Gibas, Thomas and Vozari, shall perform services up to a maximum of 25 hours per week for a maximum of 26 weeks, beginning October 1, 1998 to and including March 31, 1999. Institution, at its discretion, may extend the period of performance. No extension of the period of performance for said individuals shall be effective without the prior, written approval of Institution.
 - d. Consulting Services exceeding 1,000 hours shall be performed only upon prior, written approval of Institution and paid at a rate of one hundred and twenty-five dollars (\$125.00) per hour. Consultant agrees to perform a minimum of 20 hours per week, up to a maximum of 40 hours per week, at said rate.
 - e. The total fee, and incidentals if any, shall be payable on a monthly basis upon submission of an invoice.
 - f. Consultant agrees that Consultant is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Institution will not deduct such taxes from any payments to Consultant hereunder.
 - g. Institution shall reimburse incidental out-of-pocket expenses reasonable and necessary for the performance of the Consulting Services up to an amount not to exceed \$10,000.00.
 - h. Consultant shall submit an invoice and adequate receipts and documentation as requested by Institution to support reimbursement of all reimbursable out-of-pocket expenses.
3. Term. The Consulting Services to be rendered by Consultant under this Agreement shall commence not later than October 1, 1998 and be completed by September 30, 1999. Time is of the essence in this Agreement. This term may be extended beyond such completion date if Institution agrees to the extension in writing.
4. Contractor's Capacity and Responsibilities.
- a. It is expressly understood that Consultant is an independent contractor and not the agent, partner, or employee of Institution. Consultant and Consultant's workers are not employees of Institution and are not entitled to tax withholding, Workers' Compensation, unemployment compensation, or any employee benefits, statutory or otherwise.
 - b. Consultant shall not have the authority to enter into any contract or agreement to bind Institution and shall not represent to anyone that Consultant has such authority.

- c. Contractor represents and warrants to Institution that in performing the Consulting Services Consultant will not be in breach of any agreement with a third party.
- d. Consultant declares that he/she is not a Legislator, elected or appointed officer, or that his/her firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board or commission, or other employee of the State of Illinois; and
- e. Consultant further declares that he/she has not participated in a State capacity, or that his/her firm has not been assisted or represented in this matter by an individual who has been involved in a State capacity, in the subject matter of this Contract in the past five (5) years.

5. Confidentiality of Information.

- a. Consultant agrees to keep confidential and not to disclose to third parties any information provided by Institution pursuant to this Agreement unless Consultant has received prior written consent of Institution to make such disclosure. This obligation of confidentiality does not extend to any information that:
 - 1. Was in the possession of Consultant at the time of disclosure by Institution, directly or indirectly;
 - 2. Is or shall become, through no fault of Consultant, available to the general public, or
 - 3. Is independently developed and hereafter supplied to Consultant by a third party without restriction or disclosure.
- b. This provision shall survive expiration and termination of this Agreement.

6. Property Rights and Reports.

- a. Consultant agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements developed by Consultant solely, or with others, resulting from the performance of Consulting Services pursuant to this Agreement are the property of Institution, and Consultant agrees to assign all rights therein to Institution. Consultant further agrees to provide Institution with any assistance which Institution may require to obtain patents or copyright registrations, including the execution of any documents submitted by Institution.
- b. Consultant shall provide ten (10) copies of a written report within thirty (30) days after the completion of the Consulting Services required by this Agreement; also the parties agree that the report was specifically ordered and commissioned by

Institution, and is a work for hire as such term is used and defined in the Copyright Act. Accordingly, Institution shall be considered the author thereof, and the sole and exclusive owner throughout the world forever of all rights existing therein, including all manuscripts, reports, sketches, drafts, notes, maps, memoranda, etc., relating to the work, and all revisions, editions, and versions thereof in all languages, forms, and media now or hereafter known and developed.

c. This provision shall survive expiration and termination of this Agreement.

7. Suspension or Termination of Contract. Institution reserves the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by Consultant upon oral or written notice to Consultant for any reason upon thirty (30) days' notice. In the event of termination prior to completion of all stop work described in Section 1.0, the amount of the total fee to be paid Consultant shall be determined by Institution on the basis of the portion of the total work actually completed up to the time of such termination.

8. Insurance. Consultant shall at its own expense obtain and maintain the following insurance with an insurance company authorized to do business in the State of Illinois. Consultant shall, upon reasonable request, supply a certificate of insurance evidencing such coverage and certifying that the coverage shall not be materially altered without at least thirty (30) days' advance written notice to Institution. Further, Institution shall be listed as an additional insured on the Certificate of Insurance:

a. Type of Insurance:

1. General Liability - Comprehensive Form including Product and Broad Form Property Damage; Bodily Injury, Property Damage Injury and Property Damage;
 - (1) Each Occurrence: \$1,000,000.00
 - (2) Aggregate: \$3,000,000.00
2. Auto Liability - Comprehensive Form including Owned, Non-owned Hired or Rented Vehicles, Bodily Injury Each Person Each Occurrence:
 - (1) Each Occurrence: \$1,000,000.00
 - (2) Aggregate: \$3,000,000.00
3. Workers' Compensation - To the extent applicable by law, statutory insurance as required by the State of Illinois.

9. Indemnification and Hold Harmless.

- a. Consultant agrees that any personal injury to Consultant or third parties or any property damage incurred in the course of performance of the Consulting Services shall be the responsibility of Consultant.

- b. Consultant agrees to indemnify Institution, its governing board, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Consultant's performance of the Consulting Services, except to the extent such are caused by the sole fault or negligence of Institution.
10. Notice. Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Institution:

Board of Trustees of Community College
District No. 508, County of Cook
and State of Illinois

Ronald J. Gidwitz
Chairman
Board of Trustees
226 W. Jackson Blvd.
14th Floor
Chicago, Illinois 60606

and

Wayne D. Watson
Chancellor
City Colleges of Chicago
226 W. Jackson Blvd.
14th Floor
Chicago, Illinois 60606

To Consultant:

Phyllis Baehrend
PSI Systems, Inc.

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

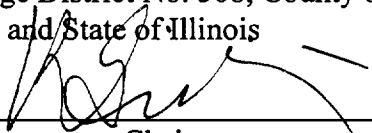
11. Entire Agreement; Modification. This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Consultant and an authorized representative of Institution.
12. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
13. Governing Law; Forum. This Agreement shall be governed by and construed under the laws of the State of Illinois, which shall be the forum for any lawsuits arising from or incident to this Agreement.
14. Paragraph Headings. The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.
15. Non-Waiver. The delay or failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
16. Assignment. Consultant may not assign the rights or obligations under this Agreement without Institution's prior written consent.
17. Tax Clearance. In compliance with applicable state and federal statutes, final payment in settlement of the Contract will not be made by Institution until Consultant submits to Institution a Tax Department Clearance certifying that all delinquent taxes levied or accrued under State statutes against Consultant have been paid, or that Consultant is exempt from such tax.
18. M/WBE Compliance. Consultant shall comply with Institution's Minority and Women Business Enterprise Contract Participation Plan ("M/WBE Plan").
19. Ethics Policy Compliance. Consultant shall comply with Institution's Ethics Policy with any amendments adopted after the execution and during the pendency of this Agreement.

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IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this __ day of _____, 19__.

INSTITUTION:

Board of Trustees of Community
College District No. 508, County of
Cook and State of Illinois



Chairman

Attested by: 

Secretary

CONSULTANT:

PSI Systems, Inc.

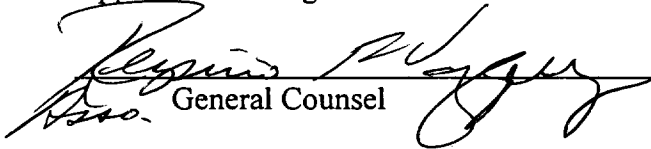


(Signature)

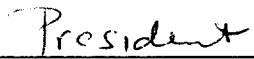


(Printed Name)

Approved as to legal form:



General Counsel



(Title)

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ATTACHMENT A

SPAS YEAR 2000 CONSULTING DELIVERABLES

- Identify SPAS/Y2K Issues
- Analysis of Data Base Requirements
- Develop SPAS/Y2K Technical Design Strategy
- Develop Preliminary SPAS/Y2K Remediation Plan
- Identify Key Y2K Processing Dates
- Identify Key SPAS Processing Functions
- Establish Project Priorities
- Develop Project/Implementation Schedule
- Define SPAS/Y2K Resource Requirements
- Prepare SPAS/Y2K Change Specifications
- Develop SPAS/Y2K Test Plan
- Develop Statement of Work/Project Contract
- Develop Comprehensive SPAS/Y2K Remediation Plan
- Monitor Project Status
- Provide Consulting Service as requested by City Colleges' Administration