

20861

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

AMENDED
&

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

SEP 3 - 1998

PROFESSIONAL CONSULTANT SERVICES
OFFICE OF INFORMATION TECHNOLOGY
DISTRICT OFFICE

COUNTY OF COOK
AND STATE OF ILLINOIS

THE CHANCELLOR

REPORTS

that there is a need to retain the services of a professional technology consultant to provide OIT management and consulting services; and

that these services will include:

- ▶ Assisting with year 2000 issues,
- ▶ Developing a project management methodology,
- ▶ Recommending appropriate staffing levels and training requirements,
- ▶ Developing OIT goals and objectives,
- ▶ Establishing a process to monitor OIT operational effectiveness,
- ▶ Developing a change control process,
- ▶ Prioritizing all requests for OIT system changes,
- ▶ Oversight in the development of all required RFP technical specifications for hardware, software and telecommunications,
- ▶ Confirming College infra-structure wiring to assure conformance with industry standards.

that the fee for these services will be \$110,000.00 annually plus expenses not to exceed \$15,000.00; and

that these professional services are exempt from competitive bid requirements.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees authorizes the issuance of a purchase order in the amount of \$110,000.00 plus expenses to Professional Computing, Chicago, from ~~September 15, 1998 to September 14, 1999~~ *September 21, 1998 to September 17, 1999*; and authorizes the Chairman and Assistant Secretary to execute any documents pertaining to these professional services on behalf of the Board. *

FINANCIAL

\$110,000.00 -- Educational Fund

Respectfully submitted:

Wayne D. Watson
Chancellor

September 3, 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:

Professional technology consulting.

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

There is a need to retain an experienced, skilled technology consultant to assess current efficiencies, develop strategic and operational plans, develop a customer service orientation and establish close internal and external communications by and between OIT staff, third party contractors and district users.

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

The consultant is uniquely qualified to perform this service.

4. Basis for selecting the recommended individual or firm:

The consultant has considerable technology experience in higher education.

Person initiating request

Department

Approved by

Title

CITY COLLEGES OF CHICAGO

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Person initiating request

Department

Approved by

Title

20861

AGREEMENT BETWEEN
PROFESSIONAL COMPUTING
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 Professional Computing, a business organized and existing under the laws of the State of Illinois and having its principal place of business at 10435 S. Spaulding Ave., Chicago, Illinois 60655, 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.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

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 consulting services for the operation of the Office of Information Technology ("OIT") for the Institution. These services will include, but are not limited to the following ("Consulting Services"):
 - i. Advise on year 2000 issues.
 - ii. Develop a project management methodology.
 - iii. Develop plans to address problems identified.
 - iv. Develop policies for the District that impact OIT operations.
 - v. Recommend appropriate staffing levels, identifying training needs, and evaluating the quality of existing documentation.
 - vi. Develop OIT goals and objectives and provide recommendations in implementing OIT projects.
 - vii. Establish an Institution owned review process to monitor the efforts to improve OIT's effectiveness.

- viii. Establish an effective planning process to ensure user involvement and ownership, and create deliverables matching user expectations.
- ix. Oversee the development of all required Requests For Proposals for hardware, software, professional services relating to OIT.

- b. Consultant agrees to attend all Institution's Board of Trustees meetings (i.e., all Board of Trustees' Committee meetings, regular and special board meetings), and any other meetings as required by the Institution's Chancellor. Further, Consultant shall report to the Institution at each of the Institution's Board of Trustees' meetings and Board of Trustees' Committee meetings, and Consultant shall provide updates and status reports on all OIT projects.
- c. Consultant agrees to notify Institution when Consultant will not be available.
- d. Consultant agrees to perform the Consulting Services to the satisfaction of Institution from time to time during the term of this Agreement.

2. Fees and Expenses.

- a. Institution agrees to pay Consultant a fee not to exceed one hundred, ten thousand dollars (\$110,000) for Consulting Services and to reimburse Consultant a maximum amount of fifteen thousand (\$15,000) for travel and related expenses upon prior written approval by Institution. Further, Consultant agrees to bill the Institution monthly for services rendered.
- b. 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.
- c. Consultant shall submit all invoices with additional documentation when requested by Institution to support payment of rendered services.

3. Term. The Consulting Services to be rendered by Consultant under this Agreement shall commence not later than September 21, 1998 and be completed by September 17, 1999. Time is of the essence in this Agreement. This Agreement may be extended on an annual basis upon the mutual written agreement of both parties.

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 unless Consultant is given written express authority by the Institution and in compliance with Illinois law, including but not limited to the Illinois Public Community College Act and the Rules for the Management and Government of the City Colleges of Chicago.
- 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.

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:
 - i. Was in the possession of Consultant at the time of disclosure by Institution, directly or indirectly;
 - ii. Is or shall become, through no fault of Consultant, available to the general public, or
 - iii. 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. 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. This provision shall survive expiration and termination of this Agreement.

7. Suspension or Termination of Contract. Both parties reserve the right to suspend indefinitely or terminate the contract and the Consulting Services to be rendered by Consultant upon written notice to the other non-suspending or non-terminating party for any reason upon thirty (30) days' notice. In the event of termination prior to completion of all Consulting Services described above, the amount of the total fee to be paid Consultant shall be determined by Institution on the basis of the portion of the total hours actually completed up to the time of such termination.
8. Indemnification and Hold Harmless. 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.
9. 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:

Professional Computing
Attn: Louis Herman
10435 S. Spaulding Ave.
Chicago, Illinois 60655

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.

10. 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.
11. 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.
12. Governing Law; Forum.
 - a. 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.
 - b. Consultant understands that Institution is governed under federal, state and local laws, including but not limited to the Illinois Public Community College Act and the Rules for the Management and Government of the City Colleges of Chicago. Further, Consultant understands and agrees that this Agreement is subject to all such applicable federal, state and local laws affecting the performance of services under this Agreement.
13. 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.
14. 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.
15. Assignment. Consultant may not assign the rights or obligations under this Agreement without Institution's prior written consent.

- 16. M/WBE Compliance. Consultant shall comply with Institution's Minority and Women Business Enterprise Contract Participation Plan ("M/WBE Plan").
- 17. 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.

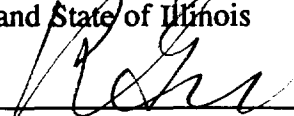
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this __ day of _____, 19__.

INSTITUTION:

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

CONSULTANT:

Professional Computing



 Chairman



 (Signature)

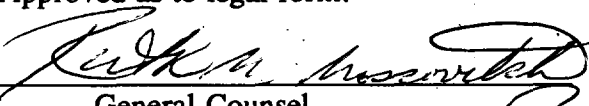
Attested by: 

 Secretary

LOUIS HERMAN

 (Printed Name)

Approved as to legal form:



 General Counsel

CFO

 (Title)