

21206

ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 APR 14 1999  
County of Cook and State of Illinois

COUNTY OF COOK  
AND STATE OF ILLINOIS

Y2K COMPUTER CONVERSION CONTRACT  
PROGRAMS FOR THE MILITARY - EUROPE  
WASHINGTON COLLEGE

THE CHANCELLOR

REPORTS

that Programs for the Military in Europe is required to complete Y2K conversion of its MANTIS Computer Information System Europe [CISE] program by July 1999 to comply with tuition assistance billings for U.S. Military services; and

that proposals were solicited, with the assistance of CCC's Chief Information Officer, from vendors who can operate worldwide for Y2K compliance upgrades and can meet specifications of upgrading the current CISE program, making it Peoplesoft-compatible in preparation for the District's conversion to the new Peoplesoft System; and that the 3 proposals received were reviewed by staff in Europe and in the Office of Information Technology for appropriate criteria and protocol; and

that requirements include the conversion of all current CISE data to APECS software which will provide a complete and integrated student, financial, human resources, payroll and other reporting systems which will be more than adequate to support the Programs for the Military until the District completes its conversion to Peoplesoft systems; and

that estimated start-up costs for this Y2K conversion and APECS software maintenance is \$226,481.00 for the first year with an additional monthly tie-in of \$8,000.00 required until Peoplesoft is implemented, totaling \$514,481.00 for 3 years; and that possible additional costs for staff training can be requested, if needed, at \$1,500.00 per day [not to exceed 5 days] including expenses and additional programming changes, if needed, at \$150.00 per hour; and

that funding for these conversion costs is available in the Programs for the Military budget and will not utilize local tax dollars.

THE CHANCELLOR

RECOMMENDS

that pursuant to legal review, the Board of Trustees authorizes these contractual arrangements through the Programs for the Military - Europe office with start-up funding provided by the District Office which will be charged to the military budget.

Respectfully submitted:

Wayne D. Watson  
Chancellor

April 14, 1999

**21206**  
***Definitive Datamation Design, Inc.***

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

**CONTRACTUAL SERVICES AGREEMENT  
for APECS Software Conversion, Training, Support  
&  
Computer Consortium Membership**

Definitive Datamation Design, Inc. (herein referred to as "3D") by its acceptance and execution of this Agreement agrees to provide and Board of Trustess of Community College District No. 508, County of Cook, State of Illinois (herein referred to as "BOARD") agrees to accept this Contractual Services Agreement for APECS software conversion, training, support and 3D Computer Consortium Membership under the terms and conditions hereinafter set forth:

**I. COMPUTER CONSORTIUM MEMBERSHIP**

**A. 3D RESPONSIBILITIES**

1. Provide access to and usage of Host Site Unisys A Series Computer located at Lake Park High School East, Roselle, Illinois, twenty-four (24) hours per day, seven (7) days per week except during periods of scheduled maintenance for three (3) hours on Sundays and prescheduled upgrades. Computer usage shall be restricted to the APECS version 7.4.x Student, Finance, Inventory, Personnel/Payroll systems, as well as APECS.View (Adhoc Reporter) and Taskmaster.
2. Affirm that Unisys A Series computer is the property of Lake Park High School District #108 and 3D, as Host Site Facility Manager, shall provide due care and diligence in the operation and protection of the A Series computer, as well as all Consortium Data therein contained.
3. Provide an off site Consortium disaster recovery facility. Said facility would be available and staffed by 3D personnel upon unanimous agreement by Consortium members that said facility should be used.
4. Provide management and coordination of member sites' daily operational needs, such as backups, restores, etc.

**B. BOARD RESPONSIBILITIES**

1. Agrees to order ISDN Internet line for April 15, 1999 completion and equip an office for 3D with 2 PC's, 1 laser printer and 1 analog phone line for March 22, 1999 completion.
2. Agrees to equip conference and training room with an analog line for May 1, 1999 completion.
3. Agrees to furnish 3D with a CD-ROM containing sample Vendor, Budget, Transaction, Data Dictionary, Deduction and Job Payment data by March 27, 1999. BOARD agrees to furnish 3D with a CD-ROM containing sample Student data by May 1, 1999.

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4. Agrees to furnish 3D with CD-ROM's containing all Finance, Payroll and Human Resource data by May 24, 1999. BOARD agrees to furnish 3D with CD-ROM's containing all Student data by June 30, 1999.
5. Agrees to maintain the integrity of Consortium data in that all reasonable effort is taken such that its employees disseminate no confidential information.
6. Agrees that no outside vendors, third parties, or outside consultants shall have access to the Unisys A series computer or to the APECS software or to any 3D software source code, WFL's and documentation.
7. BOARD will ensure that only those personnel properly trained in the operation and usage of the APECS software/Unisys A series computer shall utilize said software/computer.

**II. APECS SOFTWARE SUPPORT SERVICES**

**A. ON-SITE/DIAL-UP/EMAIL SUPPORT**

**1. 3D RESPONSIBILITIES**

- a) Provide dial-up support, which may include custom programming at our facility at the rate of \$150.00 per hour, upon request by BOARD. Due to the particular demands of the work to be performed, which is often on a command basis, services may have to be rendered on days such as Saturdays and Sundays or after normal working hours in addition to normal working hours.
- b) Customized programs specifically written for other Consortium members by 3D shall be made available to BOARD at a minimal charge from 3D for installation of such programs as requested by BOARD.
- c) Provide on-site support or training upon request by BOARD, at a daily rate of \$1,500.00 per day inclusive of travel expenses. This training and support is over and above the start-up total as defined in Addendum A.
- d) Provide all applicable programming changes required to implement mandated State reports in accordance with State regulations at no additional cost.
- e) Agree to report to the Manager of Information Systems of BOARD any information pertaining to technological advances pertaining to computer system hardware or software that could improve the operation of BOARD.

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**2. BOARD RESPONSIBILITIES**

- a) Agree that all 3D, Inc. custom programming and software enhancements shall remain the property of 3D, Inc. and that upon termination of this agreement, 3D, Inc. shall remove all of its proprietary source code.
- b) Agree to obtain written authorization from 3D, Inc. for anyone other than 3D, Inc. employees to make any changes to the software.
- c) Agree that no outside third parties shall have access to the software source code, WFL's or documentation.

**B. REMOTE HOT LINE SUPPORT SERVICES**

**1. 3D RESPONSIBILITIES**

**a) TELEPHONE SERVICE**

- (1) 3D will provide Telephone Hotline Support Service to BOARD during the hours of 8:00 a.m. to 4:00 p.m. U.S. Eastern time, Monday through Friday excluding national holidays. The 3D Operational Hot Line phone number is (630) 529-0105. An additional Hot Line number is (609) 890-7179. At all other times 3D will receive communication via the use of Email. Address to be supplied upon contract signing.
- (2) Provide assistance related to questions on the operational use of APECS Student, Finance, Human Resource/Payroll, APECS.View and Taskmaster Modules or any other systems software developed by 3D for BOARD as a result of this Agreement (herein referred to as "TSSP").
- (3) Assistance related to questions on the operational use of the TSSP.
- (4) Assistance in identifying and verifying the causes of suspected errors or malfunctions in TSSP.
- (5) "Walk through" assistance to correct any procedurally identified problems from BOARD, where reasonably available.
- (6) Provide maximum next day response time to identify, resolve or estimate, if required, BOARD problems.

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**2. BOARD RESPONSIBILITIES:**

a) **TELEPHONE SERVICE**

- (1) BOARD will ensure that only personnel properly trained in operation and usage of the TSSP will utilize the Telephone and Email Service and that sufficient computer time and suitable personnel are made available to implement the corrections suggested by 3D.

**III. PAYMENT TERMS**

- A. Start-up costs, as detailed per Addendum A, in the amount of \$226,481.00 US dollars, shall be payable in two equal installments. The first installment shall be due and payable upon invoicing on April 1, 1999 and the second installment shall be due and payable upon invoicing on August 1, 1999.
- B. BOARD agrees to pay 3D the sum of \$8,000.00 US dollars per month for Computer Consortium membership and APECS software support.
- C. Payments shall be made quarterly in the amount of \$24,000.00 US dollars and shall be due and payable the first day of May, August, November and February of each year for the duration of this contract.
- D. Only reasonable and necessary expenses, for which 3D has received prior written approval, will be paid upon submission of an invoice. The total amount of expenses to be incurred shall not exceed \$514,481.00 US dollars *inclusive of costs (KWW)*.

**IV. PROPRIETARY RIGHTS**

- A. BOARD agrees that should 3D develop any new "Software" or "Hardware" program products as a result of this Agreement, the exclusive marketing rights and proprietary rights shall remain with 3D.
- B. Upon demand by 3D and contingent to termination of this agreement, BOARD shall surrender any and all software or hardware programs/products developed by 3D.
- C. BOARD agrees not to disclose to any third party, any of the technologies or software programs developed by 3D, to the extent allowed by law.

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**V. CONFIDENTIALITY**

- A. 3D acknowledges that some of the data it may become privy to in the performance of this Agreement is of a confidential nature and 3D shall make all reasonable efforts to ensure that no such confidential information is disseminated by it or its employees.
- B. 3D agrees to comply with any privacy rights pursuant to Federal, State and local laws, including, but not limited to, ~~FOIA~~ FERPA.

**VI. CONFLICT OF INTEREST**

- A. 3D certifies to BOARD that no relationship exists between them and BOARD that interferes with fair competition or is a conflict of interest, and no relationship exists between them and another person or organization that constitutes a conflict of interest that is adverse to BOARD.

**VII. FORCE MAJEURE**

- A. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without fault or negligence on the part of either party.

**VIII. SEVERABILITY**

- A. If any of the provisions of this Agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted as far as possible to give effect to the parties' intent.

**IX. TERM**

- A. Unless terminated pursuant to Section X, the term of this Agreement shall be three (3) years from the date of its acceptance by 3D, i.e. March 15, 1999 through April 30, 2002.

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**X. TERMINATION**

- A. BOARD or 3D may terminate this Agreement by submitting a written notice of intent to terminate via Certified Mail. The notice of intent to terminate shall be submitted no less than six (6) months prior to the date of intended termination. Upon termination a back-up tape of all BOARD data shall be given to BOARD by 3D.
- B. The date of mailing of a written notice of intent to terminate, by certified mail, shall be the date of such notice.
- C. Termination of this Agreement will not affect any rights or duties arising under it with respect to Proprietary information or security interest.

**XI. GENERAL**

- A. This Agreement constitutes the entire and complete Agreement between the parties with regard to its subject matter and supersedes all prior communication between the parties of any nature. BOARD represents and warrants that in deciding to enter into this Agreement, BOARD has not relied on any information supplied or statements made by 3D except those contained in writing and signed by and on behalf of 3D.
- B. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- C. In the event of a default under this Agreement, the defaulting party shall be responsible for reimbursing the non-defaulting party for any and all costs incurred as a result of such default to and including a reasonable attorney's fee prior to litigation, during litigation, at trial, or on appeal, if applicable. BOARD or 3D shall have the right to cure an alleged default within a period of thirty (30) days.
- D. For all purposes under this Agreement, time shall be "of the essence."

**XII. AUDITING**

- A. Auditing of Unisys MCP software and/or APECS proprietary software and/or 3D proprietary software must be performed by a third party. 3D and BOARD shall mutually agree upon said third party prior to the commencement of any audit request relating to Unisys MCP and/or APECS proprietary software and/or 3D proprietary software. 3D and BOARD mutually agree said third party is to be compensated by the initiator of said request for audit.

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**XIII. PARTIAL INVALIDITY**

- A. If any court should find any particular provision of this Agreement void, illegal, or unenforceable, then that provision shall be regarded as stricken from this Agreement and the remainder of this Agreement shall remain in full force and effect.

**XIV. WAIVER OF HOST SITE RESPONSIBILITY**

- A. BOARD agrees to the following as required by Lake Park High School District 108, the host site, for Computer Consortium membership:

"The DISTRICT understands that the computer facilities of Lake Park Community High School District No. 108 (herein referred to as "DISTRICT 108") will be used in handling the storage of programs, etc., utilized in the Consortium and retrieval will be made therefrom in implementing the operation of the different programs. However, DISTRICT 108 does not accept any responsibility for the operation under the Consortium nor make any guarantee against delayed retrievability or complete loss of material stored on the computer. Therefore, by execution of this Agreement, the undersigned DISTRICT does hereby waive and release all claims for damages of any nature whatsoever against DISTRICT 108, regardless of the delay in retrievability or loss of the stored material. The undersigned DISTRICT understands that this waiver and release is essential to DISTRICT 108 permitting its computer to be used for the Consortium operation."

**XV. WARRANTIES AND DISCLAIMERS**

- A. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. 3D DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO BOTH 3D AND NON-3D PRODUCTS OR SERVICES. 3D WARRANTIES EXTEND SOLELY TO BOARD.
- B. IN NO EVENT WILL 3D BE LIABLE FOR (A) CLAIMS, DEMANDS OR ACTIONS AGAINST BOARD BY ANY PERSON; AND (B) INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, REVENUES, PROFITS OR SAVINGS UNLESS 3D KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.



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XVI. CONTROLLING LAW

- A. The laws of the State of Illinois, United States shall govern as to the interpretation, validity and effect of this Agreement.

APECS is a registered trademark of CBSI, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Agreed and Accepted:

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

DEFINITIVE DATAMATION DESIGN, INC.  
TRENTON, NEW JERSEY

By:

*[Handwritten Signature]*

By:

*[Handwritten Signature]*

Title: CHAIRMAN OF THE BOARD

Title: President

Date:

APR 14 1999

Date:

4/6/99

*[Handwritten Signature]*  
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM  
*[Handwritten Signature]*  
GENERAL COUNSEL

**21206**

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**ADDENDUM A**

**Detail of Up-Front Start-Up Costs to BOARD (in US Dollars)**

Data Conversion	\$83,000
APECS one-time License Fee	\$51,731
Core Internet GUI Access Software for up to 25 Concurrent Users	\$10,500
Site Training and Implementation at an estimated 65 days	<u>\$81,250</u>
<b>Total Up-Front Start-Up Costs</b>	<b>\$226,481</b>