

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

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

**JUN 3 - 1999**

PROFESSIONAL CONSULTANT SERVICES  
LIBRARY & SYSTEMS ANALYSTS  
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 firm to provide professional consulting services; and

that Synchronous Solutions Inc. proposes to provide these services which will include the recruiting and placement of three consultants to render services for the District's library systems and systems analysts for the Office of Information Technology;

that the fee will be \$375,000.00 including expenses for services beginning July 1, 1999 and terminating June 30, 2000, and

that these professional services are exempt from competitive bid requirements and that these services are contingent upon budget allocations for Fiscal Year 2000.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves the issuance of a purchase order not to exceed \$375,000.00 to Synchronous Solutions Inc., 233 East Erie Street, Chicago, for professional consultant services as described above; and authorizes the Vice Chairman and Assistant Secretary to execute any documents pertaining to these professional services on behalf of the Board.

FINANCIAL

\$375,000.00 -- Educational Fund

Respectfully submitted:

Wayne D. Watson  
Chancellor

June 3, 1999

**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 Consulting Services**

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

**There is a need to obtain services to perform the systems related work related to the Manager Library Technical Services and Systems Analysts for the Office of Information Technology.**

**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 experience in recruiting and placement of consultants in the area of information technology.**

\_\_\_\_\_  
**Person initiating request**

\_\_\_\_\_  
**Department**

\_\_\_\_\_  
**Approved by**

\_\_\_\_\_  
**Title**

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

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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 Synchronous Solutions, 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 Wayne D. Watson, Chancellor, City Colleges of Chicago, who is located at 226 W. Jackson Boulevard, 14th Floor, Chicago, Illinois.
2. Fees and Expenses.
  - a. Institution agrees to pay Consultant for the following staff during the term of this of this agreement a fee not to exceed three hundred and seventy-five thousand dollars (\$375,000.00), including expenses, according to the following hourly rates and terms as provided in Attachment A.

- b. Placement and substitution of any of the individuals retained herein and in Attachment A shall only be made upon the prior written approval of Institution.
  - c. The total fee, and incidentals if any, shall be payable on a bi-monthly basis upon submission of an invoice.
  - d. 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.
  - e. All expenses reasonable and necessary for the performance of the Consulting Services are included in the hourly rates of each of the individuals and Institution shall not be responsible to pay any other expenses beyond the hourly rates herein.
  - f. Consultant shall submit an invoice and adequate receipts and documentation as requested by Institution to support payment of all invoices.
3. Term. The Consulting Services to be rendered by Consultant under this Agreement shall commence not later than July 1, 1999 and be completed by June 30, 2000. 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

James Dyson  
Vice 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:

John Sterling  
Recruiting Manager  
Synchronous Solutions, Inc.  
233 E. Erie  
Suite 605  
Chicago, Illinois 60611

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

CONSULTANT:

Synchronous Solutions, Inc.

James A. Dyson  
Vice Chairman JUN 3 - 1999

John Sterling  
(Signature)

Attested by Patricia A. Buck  
Secretary

John Sterling  
(Printed Name)

Approved as to legal form:

Raymond P. Kelly  
General Counsel

Recruiting Manager  
(Title)

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**ATTACHMENT "A"**  
**TO**  
**AGREEMENT BETWEEN**  
**SYNCHRONOUS SOLUTIONS, INC.**  
**AND**  
**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508**  
**COUNTY OF COOK AND STATE OF ILLINOIS**

**Background:**

Louis Herman, CIO of the City Colleges of Chicago ("Institution") has made Synchronous Solutions, Inc. ("Consultant") aware of an immediate need within the Institution. The need is for three consultants to perform systems related work. Such positions include Manager Library Technical Services (one individual) and Systems Analysts (two individuals). These three individual consultants would report to Louis Herman in the Office of Information Technology ("OIT").

These consultants are needed immediately due to major initiatives that have a high degree of criticality to the Institution. The consultants must have experience in each of the related disciplines and meet the approval of the Institution. The following is the rationale for the specific areas:

- |                  |   |
|------------------|---|
| Library Systems: | Institution has been attempting to automate and get a library system up for two years. This library management system is essential to the learning and preparation of the students. In addition, money and efforts have been invested towards this effort without any outcome. This position would be responsible for implementation, maintenance, and ongoing support of this very vital component of the Institution's educational process. |
| Systems Analyst: | Institution have Y2K initiatives to complete. These consultants are vital to that endeavor. These systems professional will be selected to work in the PeopleSoft area. While PeopleSoft is desired, it is not a stringent requirement for the project.   |

**Cost:**

The compensation of individual consultants varies with the level of experience. The range for the consultants will be from \$40.00/hr. to \$70.00/hr. depending on the level of experience.

The aforementioned range is used as a guide, and the Institution has the final approval of the rate per hour and the individual to be assigned. Consultant would like to maintain a relationship and

develop a partnership with the Institution. In this interest, Consultant will find the best candidates for the most competitive rate. Consultant's fee will be a 30% margin of the consultant's wage.

**Retainer:**

Consultant requires a one-time retainer of \$30,000 to being the process of consulting services. These funds will be used towards the consulting services provided. Consultant will provide detailed monthly reports to indicate the hours, projects and money expended against the retainer. If Institution does not hire any of the three positions offered by Consultant due to no fault of Consultant, then Consultant shall keep 33% of the retainer and refund 66% of the retainer to the Institution.

**Proposal:**

Consultant proposes to provide the Institution with three consultants, commencing on July 1, 1999 for the functional areas of Library Systems (one individual), and Systems Analysts (two individuals). Consultants cost will be based on a 30% margin of each of the three individuals' hourly rates. A \$30,000 retainer will be required to initiate the process. After the retainer is exhausted, Consultant will continue to provide its services on the hourly rates agreed upon to be billed to Institution.

**Terms:**

Consultant will invoice Institution monthly. The initial invoice will be submitted on the start date of the three individuals, with a term of net 30 days. Subsequent invoices will be submitted once a month. These individuals must be paid on a timely basis.

Consultant acknowledges and understands that Institution is a local government entity created and governed by Illinois law, including but not limited to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago which may be amended from time to time. Further, Consultant agrees that the Consulting Services is subject to Illinois law.