

22665

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

PROFESSIONAL CONSULTANT SERVICES
OFFICE OF INFORMATION TECHNOLOGY
DISTRICT OFFICE
(Amend Board Report 22358, dated December 7, 2000)

THE CHANCELLOR

REPORTS

that in Board Report 22358, dated December 7, 2000 in the amount of \$600,000, the Board of Trustees amended the contract with Synchronous Solutions, Inc., Chicago, Illinois for professional consulting services to provide OIT management and consulting services; and

that there is a need to increase the level of OIT staffing resource services provided through June 30, 2001 at an additional cost not to exceed \$331,500; and

that there is a continued need to retain the services of a professional technology consultant to provide OIT staffing resource services for the period of July 1, 2001 through October 31, 2001 at a cost not to exceed \$1,112,625; and

that these IT staffing resource services may include:

- Developing additional web-based systems
- Providing system analyst services for PeopleSoft HR
- Developing applications that will increase District web site efficiency
- Providing Customer Service Area/Help Desk Support
- Providing data base administration
- Providing network and infrastructure support
- Providing print operation support
- Assisting with the District's Distance Learning efforts; and

that OIT has evaluated the proposed fees for these services and has determined that they are reasonable and acceptable for the proposed work; and

that this purchase of professional services is exempt from the District's competitive bidding requirements.

THE CHANCELLOR

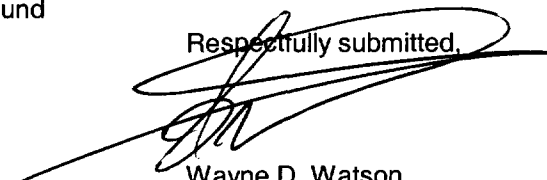
RECOMMENDS

that the Board of Trustees approve the an amendment to the existing Synchronous Solutions, Inc. contract referenced herein for the professional consultant services as described above, and authorizes the Chairman to execute any documents pertaining to these professional services on behalf of the Board.

FINANCIAL

\$331,500.00 -- FY01 Education Fund
\$1,112,625.00 -- FY02 Education Fund

Respectfully submitted,



Wayne D. Watson
Chancellor

June 7, 2001

COLLEGE REVIEW: _____ REQ. NO. _____
President

CENTRAL OFFICE REVIEWS & DATES SIGNED:

K.T. Fair _____
Purchasing _____ Contract Compl. _____ Legal *YB* _____ Board Office _____
Date _____

_____ N/A _____
Finance _____ Academic Aff. _____ Admin. Svcs. _____ Other *CJ* _____
Date _____

OIT-Synchronous.doc

ADDENDUM

This Addendum is made as of this 13th day of June, 2001 and shall be deemed and taken as forming a part of the Consulting Agreement ("Agreement") between Synchronous Solutions, Inc., an Illinois corporation ("Synchronous") and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate ("Board"), dated July 1, 2000, with the like operation and effect as if the same were incorporated therein.

The Board and Synchronous agree as follows:

1. Paragraph 1 (a), Consulting Term, is hereby amended to extend the term of the agreement through October 31, 2001.
2. Paragraph 2, Consulting Services, is hereby amended to include the services as described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof.
3. Paragraph 3 (a), Compensation, is hereby amended as follows:
 - (a) For services rendered by Synchronous under this Addendum, the Board agrees to pay Synchronous a fee in an amount not to exceed One Million, Four Hundred Forty Four Thousand, One Hundred Twenty Five and No/100 Dollars (\$1,444,125.00)
4. Paragraph 5, Expenses; Reimbursements, is hereby deleted
5. Paragraph 7, Non-Solicitation, is hereby deleted
6. Paragraph 8, Limitation of Remedies, is hereby amended as follows:

In the event of a breach of this Addendum by Synchronous, the Board's damages shall be limited to an amount not to exceed the dollar value of this Addendum.

It is further agreed that all other terms and conditions shall remain the same.

**Synchronous Solutions
d/b/a Synch Solutions**

By: 

John Sterling, President

**Board of Trustees of Community
College District No. 508**

By: 

James Tyree, Chairman of the Board

Approved as to Legal Form:


General Counsel

EXHIBIT A TO CONSULTING AGREEMENT

The scope of this interim services agreement covers the period from April 18, 2001 through October 31, 2001 or until the Master Services Agreement is executed.

During this phase of work, two sets of activities will be executed in parallel. One set will focus on one-time tasks for the transition of OIT and contracted staff arrangement and the other will focus on providing staffing resources to support IT Core Services. We expect to have the deliverables identified in section 3 completed to the degree stated by June 30, 2001. Beginning July 1, 2001 we will provide staffing resources to support IT core services under direction of divine/Whittman-Hart managers and the CCC management team.

1) Scope of Transition Activities:

Conduct transition activities to provide OIT staffing resources in line with City Colleges priorities.

- a) Transition existing OIT staff and appropriate contract staff to Synchron-Solutions employment. Key tasks include:
 - i) Hold a kick-off communication meeting for all OIT staff and contractors to announce the outsourcing arrangement and explain next steps
 - ii) Hold one-on-one discussions with all OIT staff and contractors
 - iii) Educate staff on their employment opportunity and extend offers accordingly
- b) Participate in the day to day tasks that are related to OIT in its effort to provide service to the District as well as the colleges
- c) Participate in the development and management of the CCC Project Management Office
- d) Act as the primary source for web and intranet development resources for the District
- e) Continue to provide qualified staff resources as defined by CCC's OIT management
- f) Provide appropriate status reporting of the SSI staff to the divine/Whittman-Hart management as it relates to the day to day operations of OIT
- g) Perform transition tasks per the transition plan and provide periodic checkpoints

2) Scope of IT Core Services:

Provide OIT staffing resources in line with City Colleges priorities and under the direction of the divine/Whittman-Hart management team and CCC management team to provide IT Core Services within the approved and available OIT operating budget. Provide staff to support IT operations (including Midrange, Help Desk, Client Computing, Network, Data Base Administration, Production Support and Web support)

- a) Provide adequate staff levels to perform "Day to Day" IT activities
- b) Provide an on-site Synchron-Solutions manager to participate with divine/Whittman-Hart in the management of IT core services
- c) Provide appropriate status of IT activities and specific transition checkpoints
- d) Conduct an initial skills assessment and develop an initial training plan
- e) Operational and technical support services for PeopleSoft and Oracle applications
- f) Provide technical support for biweekly payroll processing
- g) Support web, intranet and distance learning applications including Web site and intranet support
- h) Support Blackboard implementation plans, based on project requirements
- i) Support the network, servers, desktop, help desk and client computing
- j) Control and monitor production jobs as scheduled

- k) Control and manage print operations
- l) Service requests for ad-hoc reporting
- m) Complete daily system backups
- n) Establish knowledge transfer matrix for staff
- o) Provide Data Base Administration, Unix, Novell and Windows NT technical support
- p) Install operating system patches (if required)
- q) Support College initiated projects, based on priority

3) Deliverables by June 30, 2001:

The items listed below represent deliverables that will be completed by Synch-Solutions by June 30, 2001, with the appropriate support of the OIT management team, current City Colleges' staff, divine/Whittman-Hart staff and other 3rd party contractors. The overall deliverable set can be limited by budget constraints.

- a) Provide adequate staffing levels to meet the scope statement under the direction of divine/Whittman-Hart managers and within budget constraints
- b) Have on-site a Sync-Solutions manager to participate with divine/Whittman-Hart in the management of IT core services
- c) Short-term transition plan report
- d) Initial communications plan
- e) Regular status of IT transition activities and specific transition checkpoints
- f) Initial skills assessment and training plan for IT staff, based on staff transition schedule
- g) Regular IT core service staff performance reports
- h) On-going support for Web and distance learning applications including Web site and intranet support
- i) On-going support for Library systems
- j) Support for Blackboard implementation, based on approved project plans
- k) Preliminary report usage, batch process for efficiency and exposure points
- l) Fulfill service requests for ad-hoc reporting
- m) Ongoing support of system backups
- n) Staff knowledge transfer matrix, based on staff transition schedule
- o) Install operating system patches (if required)
- p) On-going support for College initiated projects, based on priority
- q) During the term of the agreement consultant shall provide CCC with status report detailing the name, title, and salary or hourly rate of all personnel, including temporary staff, performing services under the agreement. The report should be provided monthly and updated upon CCC's request.

4) Deliverables for July 1, 2001 through October 31, 2001:

The items listed below represent deliverables that will be completed by Synch-Solutions by October 31, 2001, with the appropriate support of the OIT management team, current City Colleges' staff, and other 3rd party contractors. The overall deliverable set can be limited by budget constraints.

- a) Provide adequate staffing levels to meet the scope statement within budget constraints under the direction of divine/Whittman-Hart within budget constraints
- b) Continued development of the deliverables defined in Section 3
- c) Continued staffing resource to support IT core services
- d) Have on-site a Sync-Solutions manager to participate with divine/Whittman-Hart in the management of IT core services

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Budget Decomposition

The fees for this phase of work will be itemized in two periods, one covering the period between April 18, 2001 and June 30, 2001 and the second covering the period between July 1, 2001 and October 31, 2001. The fees for the first period between April 18, 2001 and June 30, 2001 are not to exceed \$331,500. The fees for the second period between July 1, 2001 and October 31, 2001 are not to exceed \$1,112,625. Total fees for this agreement are not to exceed \$1,444,125. All consulting fees will be invoiced on a time and materials basis. Consulting fees will provide for Sync-Solutions resources through the period of this agreement.

City Colleges will be invoiced time and materials fees based on actual hours worked according to the following rate schedule. After June 30, 2001, all staff will be billed at the Consultant – Level I with a hourly rate \$75.00. During April 18, 2001 staff will be billed at existing established rates or by mutual agreement.

During the term of this agreement Sync-Solutions will provide CCC with status reports detailing the name, title, and hourly rate of all personnel, including temporary staff, performing services under the agreement. The report should be provided monthly and updated upon CCC's request.