

**PERALTA COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees Agenda Report**  
**For the Trustee Meeting Date of November 18, 2008**

**ITEM #16**

**ITEM TITLE:** *(Please define the subject; e.g., change order – Berkeley City College)*

Consider approval for a contract extension for CIBER to October 31, 2008, to provide continued Student Administration Technical deployment activities of Peralta's Oracle/PeopleSoft HRSA after the system goes live. The cost for this extension is \$95,040 for Student Administration Technical Consulting (Scope of Work #14).

On April 4, 2008, CIBER Scope of Work #12 for PeopleSoft Human Resource specific activities and Scope of Work #13 for Student Financials Functional consulting were approved by the Board. Scope of Work #14 which pertains specifically to the Student Administration Technical Deployment consulting should also have been included at the April 4<sup>th</sup> meeting. The Chancellor recommends approval.

**SPECIFIC BOARD ACTION REQUESTED:**

Approval of contract extension.

**ITEM SUMMARY:** *(PLEASE DISCUSS THIS ITEM)*

Extension provides PeopleSoft-specific technical expertise for development and for integration with other software applications.

**BACKGROUND/ANALYSIS:**

**ALTERNATIVES/OPTIONS:**

**EVALUATION AND RECOMMENDED ACTION:**

The Chancellor recommends approval.

**SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):**

Measure A: "Classrooms and facilities to enhance the community outreach capabilities of the District among the numerous ethnic communities living in and served by the District, along with other delineated Measure A projects related to classes and academic programs."

**OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):**

YES     X                          No                     

**COMMENTS:**

This project is a joint effort between the Finance, Human Resources and Information Technology departments.

**WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?**

Thomas Smith, Vice Chancellor for Finance and Administration

DID A BOARD STANDING COMMITTEE APPROVE THE ITEM? YES \_\_\_\_\_ NO X  
IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

**DOCUMENT PREPARED AND PRESENTED BY:**

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas Smith, Vice Chancellor for Finance and Administration

**FINANCE DEPARTMENT REVIEW**

Finance review required \_\_\_\_\_ Finance review *not* required

If Finance review is required, determination is:  Approved \_\_\_\_\_ Not Approved

If not approved, please give reason: \_\_\_\_\_

Signature: Thomas Smith Date: 11.7.08  
Thomas Smith, Vice Chancellor for Finance and Administration

**GENERAL COUNSEL (Legality and Format/adherence to Education Codes):**

Legal review required \_\_\_\_\_ Legal review *not* required

If Legal review is required, determination is:  Approved \_\_\_\_\_ Not Approved

Signature: Thuy T. Nguyen Date: 11/6/08  
Thuy T. Nguyen, General Counsel

**CHANCELLOR'S OFFICE APPROVAL**

\_\_\_\_ Approved, and Place on Agenda \_\_\_\_\_ Not Approved, but Place on Agenda

Signature: Elihu Harris Date: 11/7/08  
Elihu Harris, Chancellor

**EXHIBIT A  
STATEMENT OF WORK**

**Statement of Work #14  
to the Consulting Services Agreement  
between the District and CIBER, Inc.**

This Statement of Work to the Consulting Services Agreement (“SOW”) is made as of June 4, 2008 (“SOW Effective Date”) by and between CIBER, Inc. (“CIBER”) and the District (“Customer”). This SOW incorporates by reference the Consulting Services Agreement between the parties (“CSA”). In the event of a conflict between the terms of this SOW and the terms of the CSA, the terms of the CSA will control except as overridden by the SOW. All capitalized terms not otherwise defined herein shall have the same meaning as in the CSA.

**1. General Information.**

<b>CIBER Client Executive</b>	Name:	James Occhipinti
	Address:	31935 Via Faisan Coto de Caza, CA 92679
	Phone:	949-233-0334
	Fax:	949-766-1103
	E-mail:	<a href="mailto:jocchipinti@ciber.com">jocchipinti@ciber.com</a>
<b>Customer Project Manager</b>	Name:	Kerry Compton
	Address:	Peralta Community College District 333 East 8th Street Oakland, CA 94606 USA (510) 466-7200
	Phone:	(510) 748-2204
	Fax:	
	E-mail:	<a href="mailto:kcompton@peralta.edu">kcompton@peralta.edu</a>
<b>Customer Billing Contact</b>	Name:	Thomas Smith
	Dept:	
	Address:	Peralta Community College District 333 East 8th Street Oakland, CA 94606 USA (510) 466-7200
	Phone:	(510) 466-7275
	Fax:	
	E-mail:	<a href="mailto:tsmith@peralta.edu">tsmith@peralta.edu</a>
<b>Primary Site at which Services are to be performed</b>	Address:	Peralta Community College District 333 East 8th Street Oakland, CA 94606 USA (510) 466-7200

**Definitions.**

All capitalized terms not otherwise defined herein shall have the same meaning as in the CSA.

"**Consultant(s)**" means a person (or persons) assigned by CIBER to perform the Services.

"**Customer**" means, for the purposes of this SOW, Peralta Community College District ("Peralta").

"**Customer Project Manager**" means an employee of Customer with technical and project management expertise.

"**Deliverable(s)**" include source and object code and related technical information, as well as any other data or material, developed by CIBER or its subcontractors in the course of performing the Services.

"**Project**" means implementation of the Software for Peralta pursuant to the Consulting Services Agreement between Peralta and CIBER ("CSA").

"**Services**" means the consulting services set forth in this SOW.

"**Software**" for purposes of this SOW means the Oracle/PeopleSoft software modules licensed by Peralta.

"**Trained Resource(s)**" means a Peralta employee or contractor with sufficient Peralta-specific knowledge to perform assigned responsibilities who has also completed training recommended by Oracle/PeopleSoft for the Project role being performed by such person.

"**CIBER Project Manager**" means an employee of CIBER with project management expertise.

**2. Scope of Services.** Provided Customer fulfills the Customer Obligations, CIBER shall provide Customer with advice and consultation services as requested by Customer ("**Services**"). CIBER will perform the Services at the Primary Site set forth above, or at other sites agreed to between the parties. Customer will be responsible for managing CIBER's performance of the Services.

CIBER will provide Student Administration Technical support and development activities for Peralta's Oracle/PeopleSoft HRSA.

CIBER consultants engaged in these activities will report to the CIBER Project Manager who is managing activities related to other CIBER SOWs, but will also respond to appropriate questions through Peralta's established HR and SA hierarchy. Any resource or tasks conflicts will be resolved by the CIBER Project

Manager in consultation with the Peralta Project Manager designated in this SOW.

Continued deployment activities will begin June 4, 2008 and will conclude no later than October 31, 2008 subject to hours expended. The functional and technical consultants will provide and bill a minimum of 40 hours per week of continued deployment activities to Peralta during the engagement. Hours in addition to 40 hours per week can be requested as needed, and will be billed, up to the total number of hours listed below, at the same rate as noted below. In no case will CIBER bill more hours than the total shown in this contract without prior written approval from Peralta.

**3. Deliverables.**

**a) Weekly Status Reports:**

CIBER consultants will provide weekly status reports detailing continued deployment activities for the week prior, and outlining likely activities for upcoming weeks. These reports will also identify any issues that require escalation or executive resolution.

**4. Consulting Resources.**

**4.1 Oversight of Project Performance.** CIBER will be responsible for managing CIBER's performance of the Services throughout the Project.

**4.2 CIBER Resources:**

CIBER Roles	Responsibility
Technical Consultant	Provides PeopleSoft-specific technical expertise for development, and for integration with other software applications.

## **5. Customer Obligations.**

**5.1 Project Management.** During the period in which Services are provided, Customer shall provide a Customer Project Manager who shall be devoted to facilitating Customer's timely performance of the Customer Obligations throughout the Project. The Customer Project Manager shall promptly address any issue raised by: (i) Customer's Trained Resources; or (ii) the CIBER Project Manager. In the event any such issue is not resolved within two (2) business days after learning of the issue, the Customer Project Manager will escalate the issue to appropriate Peralta Executives. Peralta Executives shall promptly resolve the issues, if necessary by convening a meeting and obtaining direction from the appropriate people within Customer's organization. The Customer Project Manager is an escalation point for Customer's Trained Resources and the CIBER Project Manager. Customer Project Manager will also have other additional duties, and will not be expected to provide full-time attention to this project.

**5.2 Access to Customer environments.** The CIBER consultants will be given appropriate physical and security access to each environment to be supported; including appropriate database rights, application security, and network access. If the CIBER consultants will be asked to provide any services while offsite, Peralta will provide the CIBER consultants with secure remote access through any firewalls or other network security.

### **5.5 Customer Role and Responsibilities.**

- a) When required, sufficient and timely support will be provided by Peralta's network administrator.
- b) Peralta will provide adequate resources to complete any functional and technical tasks related to provision of services (for example, testing).
- c) Peralta personnel will be available to provide the necessary information for requirements gathering.

**5.7 Additional Customer Obligations.** The following Customer Obligations are in addition to those set forth in the CSA:

**5.7.1** Customer is solely responsible for implementing all organizational change management process changes desired by Customer or necessary for Customer's use of the Software (if applicable).

**5.7.2** Customer shall provide: (i) information systems management; (ii) network and web administration; and (iii) Technical Environment management.

**5.7.3** Customer shall communicate all material Project matters to CIBER through the CIBER Project Manager.

5.7.4 Customer agrees that during the entire period that CIBER acts as prime contractor for this engagement, any subcontractors or other consulting resources who will be engaged to perform work in the Oracle/PeopleSoft HCM, Financials or Campus Solutions environments will be certified Oracle/PeopleSoft resources.

## 6. Acceptance of Deliverables.

**6.1 Acceptance Procedure.** Customer shall have a period of five (5) business days from CIBER's initial delivery to Peralta of each Deliverable under this SOW (the "**Acceptance Period**") to confirm that such Deliverable substantially conforms to the specifications: (i) expressly set forth herein or in Exhibit 1; (ii) set forth in a Deliverable previously accepted by Customer if such Deliverable is used by the parties as a guideline for completing subsequent Deliverables; and/or (iii) developed by the parties after commencement of the Project and identified by the parties in writing as acceptance criteria (collectively, "**Acceptance Criteria**"). If Customer determines that a Deliverable does not substantially conform to the Acceptance Criteria, Customer shall, by the last day of the Acceptance Period, provide to CIBER a written list of any Nonconformities that is sufficiently detailed to allow CIBER to determine why such deliverable is nonconforming ("**Nonconformance List**"). "**Nonconformities**" means any material failure of the Deliverables to comply with the Acceptance Criteria. If Customer does not provide any notice to CIBER during the Acceptance Period that the Deliverable is accepted or nonconforming, the Deliverable will be deemed accepted.

**6.2 Acceptance.** A Deliverable is accepted if: (i) Customer delivers to CIBER written notice of acceptance; (ii) Customer delivers to CIBER notice that Customer has elected to waive its rights hereunder with respect to any Nonconformities; or (iii) Customer fails to provide a Nonconformance List to CIBER by the last day of the Acceptance Period.

**6.3 Curing Nonconformance.** Within fifteen (15) business days (or a mutually agreed-upon extended time frame, as evidence by a signed writing), after CIBER's timely receipt of a Nonconformance List, CIBER shall repair any Nonconformities listed on the Nonconformance List so that the Deliverable(s) affected by the nonconformity substantially conform(s) to the applicable Acceptance Criteria, and resubmit such Deliverable(s) to Customer.

**6.4 Resubmission of Deliverables.** Customer shall have five (5) business days from the date CIBER resubmits a Deliverable to ensure that such Deliverable substantially conforms to the applicable Acceptance Criteria. If Customer again finds Nonconformities, the process described above may be repeated.

**6.5 Rejection.** The acceptance process described above may be repeated up to three (3) times. If acceptance of a Deliverable has not occurred after three (3)



attempts to obtain acceptance, Customer may immediately formally and finally reject the Deliverable. Within ten (10) business days after its receipt of a notice of the rejection, and in addition to any other remedies available to CIBER hereunder, CIBER will refund to Customer any fees paid for the non-conforming Deliverable.

## 7. Fees.

This is a time and materials contract. CIBER's rates for Peralta are:

Consultant Category	Standard Rate	Discount Rate
Technical Consultant	\$210 per hour plus expenses averaging up to \$30.00 hour totaling \$240 per hour	\$198.00 per hour inclusive of all expenses

Reasonable Travel and Living expenses are included in this rate. CIBER consultants typically work 4 days a week onsite. This arrangement may be modified with the agreement of both CIBER and Peralta.

As noted above this engagement will begin June 4, 2008 and will conclude based on time estimates provided below. Based on that duration, CIBER estimates the total cost as below:

Service	Estimated Hours	Estimated Cost
Student Administration Technical Consulting	480	\$95,040
TOTAL	480	\$95,040

The hours in the above table are estimates only and are not binding on Customer. Notwithstanding anything to the contrary in this SOW or the CSA, Customer may terminate this SOW for convenience upon 15 days written notice to CIBER.