

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of September 15, 2009

ITEM # 10

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

Consider approval for a contract extension with CIBER for supporting Financial and Accreditation Audit

SPECIFIC BOARD ACTION REQUESTED:

The approval of a contract with CIBER for the remaining of 09-10 Fiscal Year

ITEM SUMMARY: *(PLEASE DISCUSS THIS ITEM)*

Request Approval for a Contract Extension with CIBER Consulting to continue the effort in resolving the current findings in the Financial and Accreditation Audit, not to exceed \$284,800. The scope of work will include (1) resolving MIS state reporting issues; (2) remedying Student Financial issue which impact General Ledger; (3) training and knowledge transfer. The Vice Chancellor for Educational Service and Vice Chancellor for Finance and Administration have been consulted and approves the agreement. All Board recommended contracts are subject to negotiation and execution by the Chancellor. The Chancellor recommends approval.

BACKGROUND/ANALYSIS:

- Data issues related to 3rd party financial aid product
- Reconciliation between student Financial and General ledger
- Set up and configuration issue relate to data flow
- Poor business processes on student financial accounting

ALTERNATIVES/OPTIONS:

EVALUATION AND RECOMMENDED ACTION:

The Chancellor recommends approval.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Measure A Funds

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

YES X NO

COMMENTS:

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

Minh Lam, Associate Vice Chancellor of Information Technology

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES No X

IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

(***Board contract approval is subject to negotiation and execution by the Chancellor.)**

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: _____
[Enter Your Name and Title of Individual]

Date: _____

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by:  Date: 09/10/2009
[Enter Name of College President, (if originating from a college), or Vice-Chancellor or
Manager (if originating from the District), and Title of the Individual]

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: _____ Date: _____
Thomas Smith, Vice Chancellor for Finance and Administration

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

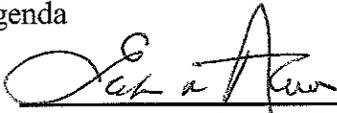
_____ Legal review required _____ Legal review *not* required

If Legal review is required, determination is: _____ Approved _____ Not Approved

Signature: _____ Date: _____
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

_____ Approved, and Place on Agenda _____ Not Approved, but
Place on Agenda

Signature:  Date: 9/9/09
Elihu Harris, Chancellor

**EXHIBIT A
STATEMENT OF WORK**

**Statement of Work #21
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 September 10, 2009 (“**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.

Project		PROMT (Financials Consulting)
CIBER Client Executive	Name:	James Occhipinti
	Address:	31935 Via Faisan Coto de Caza, CA 92679
	Phone:	949-233-0334
	Fax:	949-766-1103
	E-mail:	jocchipinti@ciber.com
CIBER Contract Administrator	Name:	Bruce W. Moore
	Address:	1401 Willow Pass Road, Suite 800 Concord, CA 94520
	Phone:	(626) 827-6406
	Fax:	
	E-mail:	bmoore@ciber.com
Customer Project Manager	Name:	Minh Lam
	Address:	Peralta Community College District 333 East 8th Street Oakland, CA 94606 USA (510) 466-7200
	Phone:	(510) 206-6034
	Fax:	
	E-mail:	mlam@peralta.edu
Customer Contract Administrator	Name:	Minh Lam
	Address:	Peralta Community College District 333 East 8th Street Oakland, CA 94606 USA (510) 466-7200
	Phone:	(510) 206-6034

	Fax:	
	E-mail:	mlam@peralta.edu
Customer Billing Contact	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:	tsmith@peralta.edu
Primary Site at which Services are to be performed	Address:	Peralta Community College District 333 East 8th Street Oakland, CA 94606 USA (510) 466-7200

1. 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 Account Manager” means an employee of CIBER with project management expertise and responsibility for oversight of work being conducted for the Customer.

2. **Scope of Services.**

2.1. **Background.** This SOW is to engage a CIBER consultant to perform functional consulting (“**Services**”) to assist Peralta in supporting **Oracle/PeopleSoft Financials** as further described in this SOW on a time-and-material basis up to a cap. CIBER’s ability to perform the Services depends on Customer’s fulfilling its obligations set forth in this SOW.

2.2. **Description of Services.** CIBER will perform the Services at the Primary Site set forth above, or at other sites agreed to between the parties. All of these tasks are as a result of last year’s independent Audit Report (y/e June 30, 2008) under the "Financial Statement Findings and Recommendations" section. The scope of work will include (1) resolving MIS state reporting issues; (2) remedying Student Financial issue which impact General Ledger; (3) training and knowledge transfer.

2.3. **Other Terms.** The Consultant(s) will work 40 hours per week primarily during Peralta’s business hours. If any week includes holiday(s), the weekly 40 hours will be adjusted downward to exclude work hours on the holiday(s), unless Peralta approves the billing of a full 40 hours in advance. 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 not more hours than the total shown in this SOW without prior written approval from Peralta. The consultant (and any replacement thereof) assigned by CIBER to be the Consultant will be subject to Peralta’s approval. At anytime during the term of the SOW, CIBER will replace the Consultant with reasonable notice, and upon Peralta’s reasonable request.

3. **Deliverables.** The CIBER Consultant will deliver at the minimum, the following deliverables.

3.1. **Weekly Status Reports.** CIBER Consultant will provide weekly status reports detailing support 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.

3.2. **Solution Documentation.** The CIBER Consultant will fully document each solution created, and submit the document to the appropriate project repository, so that Peralta staff have a record of solutions created.

3.3. **Knowledge Transfer.** The CIBER Consultant will transfer knowledge and lessons learned to Peralta personnel at the conclusion of each of the identified services in this SOW.

4. **Customer Obligations.**

4.1. **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 in writing by: (i) Customer's Trained Resources; or (ii) the CIBER Account 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 as Peralta reasonably deems appropriate. 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 Account Manager. Customer Project Manager will also have other additional duties, and will not be expected to provide full-time attention to this project.

4.2. **Access to Customer environments.** The CIBER consultants will be given appropriate physical and security access to each environment to be used for implementation activities. 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.

4.3. **Project Physical Workspace.** Customer will provide physical workspace including a desk, telephone and internet connection for any CIBER consultants engaged. This will include space where CIBER consultants and their counterparts can be co-located for those project activities designed to provide knowledge transfer. Printing and copy equipment is also necessary to distribute handouts. Peralta will also provide parking space or parking passes, if needed, for the CIBER consulting team.

For the Discovery process Customer will provide a conference room space with the following characteristics:

- Adequate seating for the number of attendees expected including the immediate project team and any subject matter experts
- A projector and screen that allows everyone in the room to clearly see system functionality as it is demonstrated
- An internet connection

If multiple fit/gap sessions will be conducted simultaneously, conference room space should be expanded accordingly.

5. **Customer Roles 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.

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

5.2. 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).

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

5.4. Customer shall communicate all material Project matters to CIBER through the CIBER Account Manager.

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. CIBER'S rates for Peralta are:

Consultant Category and Names	Standard Rate	Discount Rate
Principal Consultant	\$250 per hour	\$178.00 per hour

Reasonable Travel and Living expenses are included in this rate, and there will be no additional travel or per-diem expenses billed to Customer, unless approved by Customer in writing. CIBER consultants typically work 4 days a week onsite, and CIBER agrees that consultants will typically conduct 40 hours of work onsite each week (taking into account travel disruptions). CIBER will work with Peralta to define schedules for specific consultants to provide the best coverage. This may include staggering the hours or work days of consultants to maximize availability to Peralta (for example, assign certain consultants to work from Monday

through Thursday, and others from Tuesday to Friday). This arrangement may be modified with the agreement of both CIBER and Peralta.

The table below lists the maximum allowable hours and costs that CIBER may bill under this SOW. Any additional hours will necessitate a separate SOW. The hours listed below represent hours available to be used at Peralta discretion for the three consultants needed to support these activities.

Services	Estimated Hours	Estimated Cost
Functional and Technical Consulting	1600	\$284,800

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.

- 8. Payment Terms.** Payment terms shall be in accordance with the CSA. Invoices will be issued monthly.

Actually invoiced amounts will vary according to the actually hours worked during an invoice period.

The undersigned represent and warrant that they are authorizing as representatives of the party on whose behalf they are signing, to sign this Statement of Work, and to bind their respective party thereto.

PERALTA

CIBER, INC.

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title