

Agenda Item #

37

Distribution  
County Board  
County Administrator  
Central Services (2)  
Information and Technology

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF LAKE )

COUNTY BOARD, LAKE COUNTY, ILLINOIS  
ADJOURNED REGULAR JUNE A.D., 2005 SESSION  
JULY 12, A.D., 2005

CHAIR AND MEMBERS OF THE COUNTY BOARD;

Your Financial and Administrative Committee present herewith a Resolution authorizing the Director of Central Services to award a contract to Plante & Moran., PLLC in an estimated amount of \$149,990 to evaluate functions and operations of the Lake County Information and Technology department, charging the costs thereof to account # 101-1102040-71150-000-000-000-00000; and requests its adoption.

Respectfully submitted,

	Aye	Nay
<u>[Signature]</u> Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u> Vice-Chairman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>[Signature]</u>	<input type="checkbox"/>	<input type="checkbox"/>
Financial & Administrative Committee	<input type="checkbox"/>	<input type="checkbox"/>

## RESOLUTION

WHEREAS, in accordance with Section 5-102 of the Lake County Purchasing Ordinance, Request for Proposal #25078 were called for by publication for Information and Technology Consultant Services for Lake County; and

WHEREAS, sealed proposals were received and opened from sixteen (16) vendors and opened in the County Building, Waukegan, Illinois, on Wednesday, June 15, 2005, at 2:00 p.m.; and

WHEREAS, the selection review Committee held interviews with the top six (6) ranked firms; and

WHEREAS, in accordance with the Evaluation Criteria as established in the Request for Proposal and the interview, the Selection Review Committee has determined that the proposal submitted by Plante & Moran., PLLC Elgin, IL, is the most favorable proposal for Lake County;

NOW, THEREFORE, BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Director of Central Services is hereby directed to enter into a contract with Plante & Moran., PLLC Elgin, IL, in the estimated amount of \$149,990.00 to evaluate functions and operations of the Lake County Information and Technology department, charging the costs thereof to account # 101-1102040-71150-000-000-000-00000; and request its adoption

DATED, at WAUKEGAN, LAKE COUNTY, ILLINOIS, on this 12th day of  
July, A.D., 2005.

**AGREEMENT FOR #25078 PROFESSIONAL INFORMATION TECHNOLOGY CONSULTANT  
SERVICES for LAKE COUNTY**

This AGREEMENT is entered into by and between Lake County and Plante & Moran, PLLC, 2400 Big Timber Road, Elgin, Illinois 60123 (hereafter "Contractor").

**RECITALS**

WHEREAS, Lake County is seeking a Contractor to perform professional Information Technology Consultant services; and

WHEREAS, the Contractor is a professional provider of professional Information Technology Consultant services; and

WHEREAS, Central Services issued Request for Proposal Number 25078 in connection with this procurement; and

WHEREAS, Central Services and the selection committee have determined that the Proposal submitted by the Contractor on June 15, 2005 best serves the interests of the County; and

WHEREAS, the Lake County Board passed a resolution at its regular meeting on July 12, 2005, authorizing the Director of Central Services to execute this Agreement;

**NOW, THEREFORE, Lake County and the Contractor AGREE AS FOLLOWS:**

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents that constitute the entire agreement between the County and the Contractor are:

- A. This Agreement
- B. Request for Proposal (RFP) Number 25078
- C. Contractor Response to Request for Proposals #25078 dated June 14, 2005

In the event of conflict between or among the above Documents, the Documents listed above are in order of precedence.

**SECTION 2. SCOPE OF WORK**

The Contractor agrees to evaluate the County's IT functions and operations to improve internal practices and service delivery.

- A. Review of equipment, systems and programs

Review any equipment inventories and replacement schedules provided by the County, including but not limited to:

- Network servers
- Mainframe
- Workstations/terminals
- Laptops

Review and provide analysis of the County's approach to services, and compare current approach to relevant "best practices", for areas including but not limited to:

- Network management
- LAN, desktop and server management
- Help desk and problem management
- Desktop/server application development/maintenance
- Mainframe application development/maintenance
- Web development, applications and maintenance
- Voice network and telephone system management
- Security
- Disaster Recovery
- Education and training

Review current platforms and applications supported by these platforms.

Review documentation regarding existing policies and procedures.

Survey all County departments as to their information and technology needs for the next five years.

**B. Review department structure and staffing patterns**

Analyze and prepare recommendations regarding appropriate department structure and adequate staffing levels given current hardware, software, networking and voice communications services and projected needs as well as any alternative service delivery options identified in part (D). Review the strengths and weaknesses of staff to determine the extent to which the County's current and projected needs are met by existing skill sets.

**C. Review Information and Technology Funding Levels**

Review I&T department budgets, including budgeted vs. actual dollars spent, for the last two fiscal years to determine if resources are being allocated and utilized in the most efficient manner to meet the County's needs.

**D. Identify alternative service delivery options that may be more cost-efficient and effective**

Given the data and recommendations prepared to address items A-C above, identify any service delivery options that may meet the County's needs in a more cost-efficient and effective manner. Identify the pros and cons of various options, and provide a list of potential firms that could assist in implementation.

**SECTION 3. DURATION**

This contract shall be in effect for a ninety (90) day period upon execution of this Agreement.

#### **SECTION 4. AGREEMENT PRICE**

Contractor shall be paid an amount not to exceed \$149,990.00 for Professional Information Technology Consultant services.

#### **SECTION 5. PURCHASE ORDER, INVOICES AND PAYMENTS**

The County will issue a Purchase Order for the work to be performed in accordance with this Agreement. The Contractor shall submit invoices for payments as follows: up to \$29,998 upon completion and acceptance of the Report of existing conditions; up to \$29,998.00 upon completion and acceptance of the Report with recommendations regarding the Information and Technology department's operations, staffing and finances to meet the County's current and projected needs, including any "best practices" benchmarks; up to \$29,998 upon completion and acceptance of the Documentation of existing policies and procedures that should be retained as well as any identified deficiencies and inefficiencies; up to \$29,998.00 upon completion and acceptance of the Recommendations regarding alternative service delivery options, as well as a list of potential firms that could assist in implementation and up to \$29,998 upon completion and acceptance of the Presentation of findings and recommendations to the County Administrator, staff and/or elected officials. Invoices may be submitted for work performed on a monthly basis up to the level of each deliverable until each deliverable is completed and accepted by the County. Payments shall be made in accordance with the Local government Prompt Payment Act.

#### **SECTION 6. JURISDICTION, VENUE, CHOICE OF LAW:**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, State of Illinois.

#### **SECTION 7. TERMINATION**

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to the termination date in accordance with terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

#### **SECTION 8. INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of Lake County.

#### **SECTION 9. ASSIGNMENT**

Neither the Contractor nor Lake County shall assign any duties of performance under this Agreement without the express prior written consent of the other.

#### **SECTION 10. MODIFICATION**

This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

#### **SECTION 11. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**SECTION 12. NO IMPLIED WAIVERS**

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

**SECTION 13. SEVERABILITY**

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

**SECTION 14. TAXES**

Lake County is not subject to Federal Excise Tax. Per Illinois Compiled Statutes, 35 ILCS 120/2-5, Lake County is exempt from state and local taxes.

**SECTION 15. DELIVERABLES**

- Report of existing conditions
- Report with recommendations regarding the Information and Technology department’s operations, staffing and finances to meet the County’s current and projected needs, including any “best practices” benchmarks.
- Documentation of any existing policies and procedures that should be retained as well as any identified deficiencies and inefficiencies.
- Recommendations regarding alternative service delivery options, as well as a list of potential firms that could assist in implementation.
- Presentation of findings and recommendations to the County Administrator, staff and/or elected officials

**SECTION 16. HOLDS HARMLESS CLAUSE**

The Contractor agrees to indemnify, save harmless and defend Lake County, its agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney’s fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereafter.

**SECTION 17. INSURANCE**

The Contractor must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- Worker’s Compensation Insurance covering all liability of the Contractor arising under the Worker’s Compensation Act and Worker’s Occupational Disease Act at statutory limits.
- Professional Liability to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.
 

General Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
- Automobile Liability: Bodily Injury, Property Damage (Each Occurrence Limit) \$1,000,000

The Contractor agrees that with respect to the above required insurance, Lake County shall: be named as additional insured **by endorsement** as their interest may appear or the Contractor shall maintain insurance throughout the contract period whose terms and conditions otherwise provide additional insured status to Lake County; Be provided with thirty (30) days notice, in writing, of cancellation or material change; Be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Central Services Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County:

Plante & Moran., PLLC:

\_\_\_\_\_  
JONI F. YOUNG, C.P.M.  
Director of Central Services  
Lake County  
Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date