



# Chicago Park District

## Legislation Text

File #: 16-2483-0713, Version: 1

### AUTHORIZATION TO INCREASE THE CONTRACT LIMIT WITH CDWG FOR COMPUTER HARDWARE, SOFTWARE AND SERVICES

To the Honorable Board of Commissioners of the Chicago Park District:

#### I. Recommendation

Pursuant to Chapter XI, Section E, 4 of the Code of the Chicago Park District, it is recommended that an order be entered authorizing the General Superintendent and CEO or his designee increase the not-to-exceed amount of the contract with CDW-Government, LLC.

#### II. Award Information

Contractor: CDW Government, LLC  
230 N. Milwaukee Avenue  
Vernon Hills, Illinois 60061

Company Type: Illinois Limited Liability Company

Majority Interest: CDW, LLC 100%  
- No shareholder with greater than 7.5% interest

Contract Period: Three (3) year initial term beginning on January 1, 2015 with two (2) two (2) year extension options.

Amount of Increase: Increase the NTE amount by an additional \$870,000.00 to \$1,730,000.00

Scope of Services: To enable the CPD to procure Oracle software licensing, support and services through the City of Chicago contract with CDW-Government.

#### III. Budget and Financial Information

Budget Classification: Operational

Fiscal Year: 2016  
Funding for successive fiscal years shall be allocated through the annual budget process.

Source of Funds: IT Operating Budget

Funding Line: 001.8230.8230.623055.00001.01.01.00001

#### IV. Procurement Information

The City of Chicago ("City") and Cook County publicly advertised a Request for Proposals ("RFP") 105081 for Computer Hardware, Software, Peripherals, and Related Maintenance and Installation Services on February 22, 2012. Proposals were initially due on April 6, 2012 and the due date was extended by addenda three times to June 15, 2012. At the time of advertisement, the RFP included section 6.6 "Participation by Other Local Government Agencies" which explicitly named the Chicago Park District as a local agency that may participate in this contract. More than five (5) proposals were submitted to the City of Chicago, and the Chicago Park District was a non-voting member on the evaluation committee. At the conclusion of the evaluation process, CDW Government, LLC (CDWG) was the highest scoring proposer and recommended for award.

Chapter XI, Section E, 4 of the Code of the Chicago Park District permits changes regarding dollar amount or time to perform where (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the increase is in the best interest of the unit of the Park

District and authorized by law.” The agreement has a specific schedule of MBE/WBE requirements, and software services and support are not subject to MBE/WBE participation.

## **V. Explanation**

On November 12, 2014, the Chicago Park District (“CPD”) was granted authority from the Board of Commissioners to participate in the City of Chicago with CDWG to provide various hardware, software, support and additional services. Specifically, this included Microsoft licensing, SharePoint, and network maintenance involving our internet system, etc. Further, a cap was requested by our Board President and set at \$850,000.

In addition to participating in the CDWG contract, the CPD was also participating in the City of Chicago contract with Oracle for licensing and support services and that City of Chicago contract has expired. Prior to expiration of its contract with Oracle, the City considered its options regarding how to procure these services from Oracle and decided to procure them thru CDWG. Like the City and sister agencies, the CPD has been using Oracle for many years to manage its financial and HR processes and cannot have disruption of services. Accordingly, the funds that were previously allocated for Oracle services must be assigned to the CDWG contract to allow for continuation of services uninterrupted and meets its licensing and support obligations. Therefore it is in the best interest of the Chicago Park District to approve this increase to the contract limit CDWG contract.

## **V. General Conditions**

1) *Conflicts*: The Agreement shall not be legally binding on the Chicago Park District if entered into in violation of the provisions of 50 ILCS 105, the Public Officer Prohibited Activities Act.

2) *Ethics*: The Chicago Park District’s Ethics Code, Chapter III of the Code of the Chicago Park District, shall be incorporated into and made part of the agreement.

3) *Contingent Liability*: Any agreement lawfully entered into for a period of more than one year shall be executory only for the amounts for which the Park District may become liable in succeeding fiscal years pursuant to Section 17(i) of the Chicago Park District Act, 70 ILCS 1505/17(i). All agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year budget.

4) *Economic Disclosure Statement (“EDS”)*: Contractor has submitted a full and complete EDS prior to execution of the contract.