AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Berry, Dunn, McNeil & Parker, LLC ("Contractor") entered into an Agreement on December 2, 2016 wherein Contractor agreed to provide Information Technology ("IT") Consulting Services in connection with a comprehensive evaluation and assessment of the current IT Department's structure and operations, and provide recommendations for improvement ("Services"); and

WHEREAS, the College desires to extend the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The Agreement shall be extended for one (1) year from **November 15, 2017 through November 14, 2018**; and

2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name; and

3) **College's Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination polices:

Civil Rights Compliance Officers:

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051; and

4) All other terms and conditions of the original Agreement, as set forth in Exhibits A through G, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the latest date written below.

Berry, Dunn, McNeil & Parker, LLC
Fed. Tax ID # 01-0523282

By: _____
Clinton E. Davies
Principal

Date: March 1, 2018

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 3/6/18

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 03/06/18

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and Financial Affairs

Date: MAR 06 2018

Consulting Services Agreement

This Agreement ("Agreement") is between **Suffolk County Community College ("College"),** having its principal office at 533 College Road, Selden, New York 11784-2899, a chartered community college (pursuant to New York State Education Law) under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

Berry, Dunn, McNeil & Parker, LLC ("Contractor"), a Maine corporation having its principal place of business at 100 Middle Street, Portland, Maine 04101.

The parties hereto desire Contractor to provide Information Technology ("IT") Consulting Services in connection with a comprehensive evaluation and assessment of the current IT Department's structure and operations, and provide recommendations for improvement ("Services").

Term of Agreement: **November 15, 2016 through November 14, 2017**, with the option to extend the term until all required services are satisfactorily completed. Any such extension may be exercised by the College, in its sole and absolute discretion, and shall be reflected in writing signed by the parties hereto.

Total Cost of Agreement: Shall not exceed $82,660.00, as set forth in Exhibit E, attached hereto.

Terms and Conditions: Shall be as set forth in Exhibits A through E, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

Berry, Dunn, McNeil & Parker, LLC
Fed. Tax ID # 01-0523282

By: _____
Clinton E. Davies
Principal

Date: 11-28-2016

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 12/2/16

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 12/01/16

Approved:
Suffolk County Community College

By: _____
Gail Vizzini
Vice President for Business and Financial Affairs

Date: 12/1/16

List of Exhibits

Exhibit A
General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third-Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
3. Notices Relating to Termination and/or Litigation

Exhibit D
Description of Services

Exhibit E
Payment Terms and Conditions

1. General Payment Terms
2. Agreement Subject to Appropriation of Funds
3. Limit of College's Obligations
4. Specific Payment Terms and Conditions

Exhibit F
College's Request for Proposals

Exhibit G
Consultant's Proposal

Exhibit A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on May 5, 2016; and

Whereas, the Contractor submitted a proposal in response to such RFP on June 9, 2016; and

Whereas, the College has selected the Contractor to provide the services as set forth herein; and

Now, therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

d. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

e. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

f. Payments upon Termination

i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.

iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this
Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per occurrence or claims made coverage basis.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds** and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.

d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have
given Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-Discrimination in Services

During the performance of this Agreement:

a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

i. deny any individual any services or other benefits provided pursuant to this Agreement; or

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to

individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

i. the types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

iii. the class of individuals to be afforded an opportunity to receive services.

10. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

12. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

13. Conflicts of Interest

a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

15. Confidentiality

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of

the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. Assignment and Subcontracting

a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

17. No Intended Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. Publications and Publicity

a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

20. Copyrights and Patents

a. Copyrights

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit

to the covered employer a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://suffolkcountyny.gov/.

End of Text for Exhibit B

Exhibit C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

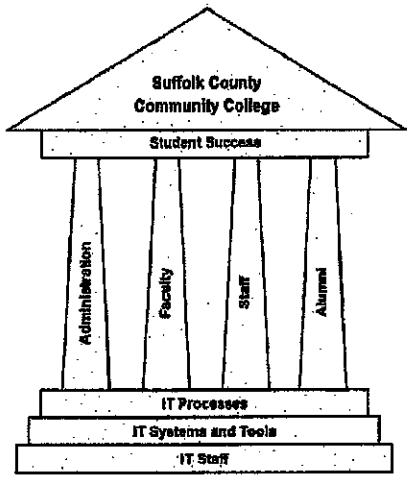
Description of Services

Indicate your understanding of the scope of work requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how you will respond to the specific scope of work. This includes information on the Company's management and approach as follows:

2.B.1.i Our Approach to Meet Your Needs

Our Understanding of Your Project Objectives

The College's IT Department is facing challenges experienced by many colleges and universities across the country: unchanged or diminishing IT-related income streams and an accelerating demand for innovative technologies and "flexible delivery" of learning are driving the need for increased efficiencies and cost savings, but without diminishing the quality of IT service delivery.



IT is a foundational element, a tool for transformation, and critical to the success of SCCC and its students.

Similarly, despite the accomplishment of several major initiatives by SCCC's IT Department, the demand for technology at the campus is outpacing implementation. In response to these challenges, the College has created a Vice President position to provide IT leadership and direction to lead the College and has issued this RFP for a comprehensive evaluation and assessment of the current IT Department's operations.

The consultant selected to conduct this project will work with the College to identify how best to transform IT within the culture and structure of the institution, while facing decreases in overall funding. The assessment will consider the College's culture, organizational structure, strategic direction, budgetary constraints, as well as IT management best practices at colleges of similar size and complexity to SCCC. The scope of work will address:

- Function and operation of IT units at the College
- Current capability, capacity, and resource allocation in both the academic and administrative areas, with respect to the needs of the College
- A staffing level assessment versus organizational needs and recommend clear lines of reporting and organization structure
- IT system security and other areas of risk management
- IT planning and its integration into the College-wide planning structure
- Standards for services among peer institutions
- The College's readiness to make any recommended changes

The consultant's report to SCCC will include actionable recommendations for improvement, including expected outcomes, potential risks, a SWOT analysis (strengths, weaknesses, opportunities, threats), and options for remediation, where appropriate. The consultant will create a roadmap for enhancements and efficiencies and provide a framework for the new Vice President of IT to implement.

In addition, at the College's discretion, the consultant may be further engaged to facilitate the implementation of the resulting recommendations.

> **4.0 Institutional Effectiveness:** To monitor and assess the performance of the institution to ensure continuous improvement in achieving the mission, vision and goals of the College.
>
> 4.1 All divisions, departments, programs, services and units of the College will, through the implementation of an integrated planning system, monitor and assess outcomes and communicate evidence that assessments have been used toward continuous improvement in achieving the College mission, vision, and goals during the period 2013-2020.
>
> **Rationale:** Assisted by research on what an institutional effectiveness (IE) system is and an exploration into best practices, the work group examined the Middle States Commission on Higher Education (MSCHE) assessment, planning, and budgeting standards so that the objective addressed the comprehensive enhancement of the College's IE system and ensured that the assessment of student learning leads to continuous improvement toward achieving the institutional mission.

Exhibit I: Our work will support SCCC's 2013 – 2020 Strategic Plan, including Goal # 4 for Institutional Effectiveness

Overview of Our Approach to Successfully Meet Your Needs

A description of overall approach it will use to assess the areas identified in the RFP.

BerryDunn will objectively assess the IT environment, including operations, staffing, technology, services, security, and processes. We will identify opportunities to increase IT effectiveness that align with the College's mission, goals, and culture.

We will consider all applicable aspects of the Suffolk County Community College 2013 - 2020 Strategic Plan as we develop our assessment and subsequent roadmap to consider:

1 – Student Success

2 – Community Development/Societal Improvement

3 – Access and Affordability

4 – Institutional Effectiveness

5 – Communication

6 – Diversity

We employ a collaborative approach that leverages the institutional knowledge of your project team with the experience and objectivity of our consultants.

We will work with your IT staff and stakeholders to understand their needs, objectives, processes, and perspectives. Our assessment will help you answer the questions:

"Where are we now?" and "What are we trying to achieve?"

Additionally, to further inform the assessment and development of recommendations, we will identify gaps and overlaps by asking:

"What needs are not being met?" and "What is redundant?"

Finally, we will develop recommendations that provide actionable guidance to answer the question:

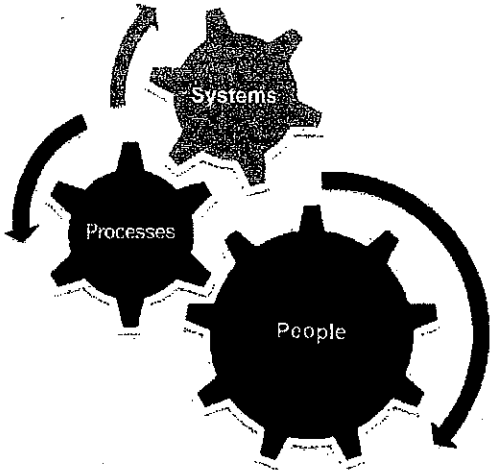
"How are we going to get there?"

Our work will help you not only answer the following strategic questions that the College's leadership needs to understand, but develop mechanisms to answer them on a sustainable and forward-leaning basis[1]:

- Do we have the right approach for IT decision-making?
- Are we paying sufficient attention to technology risk?
- Are we being strategic in our use of technology?
- How do we know we are using our technology effectively?
- How can we best support the teaching and research needs of our faculty?

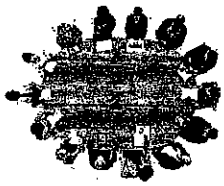
Assessments of this nature require an approach based upon three core principles:

- **People** – the skill sets, structure, organizational culture, and knowledge that an organization runs on.
- **Processes** – the activities and tasks that people conduct on a daily basis that require an input(s) and result in defined, documented, and measured output that has value.
- **Systems** – the tools and technology that people use to support processes that result in value to the organization. Systems are typically seen as solutions to problems when in reality, without proper planning, systems and technology add complexity and cause people and processes to break down.



We recognize that needs vary by department, faculty, etc. and our approach allows stakeholders to express their needs and be a part of the process. The following are some of the key benefits of our approach:

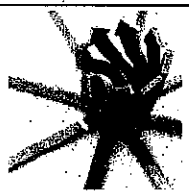
[1] http://www.educause.edu/ero/article/five-it-questions-presidents-should-ask-their-cios



College Engagement
BerryDunn has an efficient and proven IT assessment methodology that is focused on participation, collaboration, and ownership by the College community of students, faculty, staff, and administration. This helps to ensure buy-in and support for the initiatives that will result from this process.



Customized Approach
Our approach is not overly prescriptive or one size fits all. We consider each client's specific objectives and their organizational structure, culture, and business mission and then tailor our approach to help ensure that our recommendations are meaningful and actionable within the context of your organization.



Alignment with College Strategic Objectives
A key element of our IT assessment approach involves understanding the overall direction of the College and working in the context that necessary technology, services, and resources need to be in place to support future academic, administrative, and business initiatives and goals.

We have developed an effective and proven methodology for conducting assessments of this nature, comprised on the following key phases:

1. **Advance work** to plan and prepare for our on-site assessment
2. **On-site assessment** to conduct meetings with stakeholders and understand the current environment and options for improvements to meet current and future needs, goals, and alignment with College strategy and priorities for technology
3. **Post-site visit work**, including the development of the final report and recommendations

Every assessment project conducted by BerryDunn includes a detailed fact-finding phase which serves to engage stakeholders and inform our analysis and subsequent recommendations. We collect information from stakeholders through a multi-layered approach that includes a review of existing documentation, a web-based questionnaire, and on-site listening sessions, interviews, and observation, as shown in Exhibit E below.



Throughout the engagement, we will manage the project and keep your project leadership informed of our activities through regularly planned status meetings, progress reports, and informal updates. We will prepare and present draft findings for the College's review and comment prior to issuing a final report to give stakeholders an opportunity to validate the facts as they are presented.

2.B.1.ii Detailed Work Plan and Deliverables

Methodologies to be used to assess and document the current and future state of IT and assess potential challenges and areas of risk.

This section describes the specific tasks BerryDunn will conduct and the deliverables we will provide to the College for this assessment.

Advance work: Plan, prepare, and communicate

At the start of the project, we will conduct the following planning tasks, which will serve as the foundation for our subsequent on-site assessment work and the development of deliverables.

1. Conduct project planning



Members of BerryDunn's project team will conduct an initial planning meeting with your project sponsors and any other stakeholders of your choosing to:

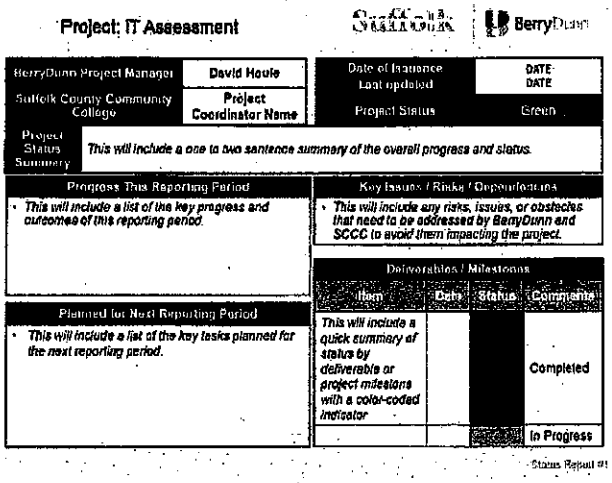
- Establish a project coordinator from the College to assist in collecting background documentation, coordinate on-site meeting rooms, and assist with scheduling stakeholders for interviews and work sessions
- Confirm project goals and objectives
- Identify known project constraints
- Review our work plan and timeline and refine as needed
- Discuss our proposed questionnaire to SCCC IT stakeholders
- Discuss our approach for managing communications between BerryDunn and the College, as well as our approach to scope, risk, quality, and resource management

Following this planning session, we will update the project work plan and schedule to reflect decisions made.

Communications and Risk Management

We recommend developing a one-page Status Report to capture project progress, next steps, issues, and risks that would impact the project. In Exhibit F below, we have provided a sample one-page status report template that we have used successfully in many similar engagements to track and report on project progress. We will present a Status Report template to the College for review and discussion, making any revisions to better suit your needs.

Exhibit F: Sample Status Report



Project: IT Assessment

BerryDunn Project Manager	David Houle	Date of Issuance Last updated	DATE DATE
Suffolk County Community College	Project Coordinator Name	Project Status	Green
Project Status Summary	*This will include a one to two sentence summary of the overall progress and status.*		

Progress This Reporting Period	Key Issues / Risks / Opportunities
• *This will include a list of the key progress and outcomes of this reporting period.*	• *This will include any risks, issues, or obstacles that need to be addressed by BerryDunn and SCCC to avoid them impacting the project.*
Planned for Next Reporting Period	
• *This will include a list of the key tasks planned for the next reporting period.*	

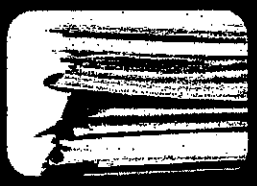
Deliverables / Milestones

Item	Date	Status	Comments
This will include a quick summary of status by deliverable or project milestone with a color-coded indicator			Completed
			In Progress

Status Report #1

❖ ***Deliverable: Project work plan, schedule, and approval of Status Report format***

2. Request and review background documentation



In advance of our on-site work at SCCC, we will request available background documentation to familiarize ourselves with your IT environment, including staffing, security, applications, systems, and services. The types of information requested from the College may include (if available):

- Recent IT-related annual reports (if available)
- List of IT staff, job titles, technical certifications, and job descriptions
- IT service portfolio and catalog (or service listing if a full catalog is not available)
- IT project portfolio (current and planned projects)
- Recent and relevant stakeholder surveys/feedback, if any
- Documentation on current system, network, and infrastructure environments
- IT expenditures and budget data
- Third-party vendor contracts for provision of key IT services, if any

We respectfully request that the College provide background documentation to the extent it is available prior to our on-site work. Reviewing this information in advance enables us to be more

knowledgeable of the current operations environment, be more efficient while on-site, and make best use of your personnel's time.

3. Distribute information-gathering questionnaires and analyze results



In advance of our on-site assessment work, we will develop and distribute a web-based questionnaire to College IT staff, IT customers, and other stakeholders with the purpose of:

1. Gaining perspectives from IT staff on their current roles, perceived gaps to understand how those current and future roles may need to shift to better align with the College's needs
2. Gaining perspectives from students, faculty, administrative staff, and any other relevant stakeholders about strengths, weaknesses, opportunities, and threats (SWOT) related to information technology and educational technology services

The use of a web-based questionnaire complements our on-site meetings and interviews and provides stakeholders with an additional opportunity to contribute feedback throughout the assessment process. We will monitor and analyze questionnaire responses to identify preliminary challenges and opportunities.

The information gained through the questionnaire will help inform our agenda outlines for stakeholder interviews, thereby promoting efficient and productive use of time while on-site at the College. By participating in the questionnaire, stakeholders can begin thinking about challenges and opportunities in advance of face-to-face meetings and participants at SCCC will have the opportunity to provide their candid perspective.

Prior to administering questionnaires, we will review the questions with you and make appropriate changes as needed.

4. Distribute schedules and agendas for on-site interviews



We will work closely with our contact(s) at the College to plan and schedule stakeholder interviews and meetings. BerryDunn will work collaboratively with you to develop and distribute preparation instructions and meeting agendas to scheduled participants at least two business days in advance, so they may gather any relevant information and come to the meetings prepared, enabling us to use the meeting time efficiently and effectively.

On-site assessment

5. Develop on-site assessment and follow-up interviews



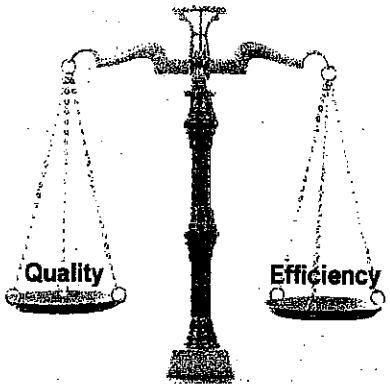
Members of our project team will visit SCCC and its extension centers to conduct on-site assessment activities. Our visit will begin with a meeting with your project leadership and other stakeholders of your choosing to introduce BerryDunn team members, discuss the goals for the project, present our project approach and methodology, and answer any preliminary questions.

Our team will then conduct a series of focus groups, interviews, work sessions, and observations with IT personnel and IT customers to inform our assessment. The number of stakeholders to be interviewed will be determined in collaboration with the College during the project planning stage, but will include IT customers representing faculty, students, and administrative personnel.

During our interviews and work sessions, we will work with SCCC stakeholders to understand the IT department, including:

- Organizational structure
- Staffing resources
- Function and operation of the College's IT units
- IT service delivery
- IT system security and other areas of risk management
- IT planning, governance, and integration with the College's planning structure

The focus of our on-site assessment will be to address the College's mission and vision. We will also facilitate discussions about changes that would enable the College to address gaps, including technology and staffing, to better serve its customers and meet the strategic goals of the College.



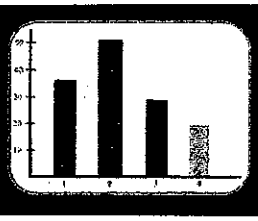
When considering changes to organization, operations, staffing, business processes, and/or systems, efficiency must not outweigh quality. BerryDunn has the experience to help the College achieve an appropriate balance.

Our team will document and organize the information we capture in the course of our on-site work and conduct an exit meeting with the College's project leadership before leaving campus. We will recap our visit, discuss preliminary findings, resolve any open issues, and discuss next steps for the development of our findings and recommendations. Where appropriate, and particularly in IT security matters, it is our standard practice to identify any critical matters up front rather than waiting to communicate them in our report. This helps to avoid surprises and allows you to begin plans to address the areas of need.

Subsequent to our on-site visit, we will conduct follow-up calls and remote meetings with SCCC stakeholders and the project team as needed.

Post-site visit work

6. Compare SCCC's ITS to higher education industry data and conduct peer benchmarking



We will conduct targeted peer benchmarking to further inform our analysis and recommendations related to topics that are most pertinent to SCCC.

We are also able to draw upon our existing body of knowledge of peer institution information to support our analysis and recommendations.

IT Industry Benchmarking

As part of our analysis and development of recommendations, we will use comparative data from our own database and IT industry sources. This research will inform our assessment of the College's IT environment and may include comparisons in these categories:

- Funding and expenditures
- Organizational structure and IT reporting within IT and the College

- IT services and resources
- IT security

There are several information sources relevant to IT, including, but not limited to:

EDUCAUSE Core Data Services
Campus Computing Project
BerryDunn's knowledge of colleges, universities, and multi-institution systems
COBIT and Information Technology Infrastructure Library (ITIL)

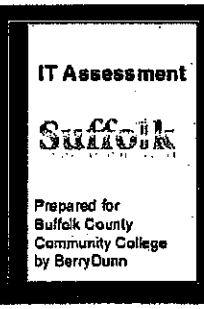
This research will inform our assessment of the College's IT environment, including organization and staffing structure, service management, and governance.

Specific Peer Institution Benchmarking

BerryDunn proposes conducting specific benchmarking queries in comparison to three appropriate peer or aspirant peer institutions. In SCCC's RFP Addendum #3, the College has stated that it wishes to include the peer institutions identified in the EDUCAUSE Core Data Survey 2014 – 2015. We will work with the College to choose the right institutions for benchmarking; selecting those that have demonstrated success with their IT practices (including centrally managed shared technology services) and are comparable to SCCC's environment.

We will work you to develop questions based on our understanding of your current environment and goals, review the questions with you, and then contact each of the peer sites using both a written questionnaire and follow-up telephone calls to gather specific information that will be relevant to the assessment process. We will document the findings from the benchmarking as part of the report deliverable(s) we produce.

7. Complete our analysis and develop written report



Based on the information gathered during our on-site work and supporting research, we will conduct an objective analysis and produce a written report that will be inclusive of the following components:

- Executive summary of the project that includes observations, including the methodology used to formulate conclusions
- The current state of the IT department that includes our assessment of:
  - Areas of potential risk (e.g. governance, technology, services, etc.)
  - Analysis of staffing needs and resources
  - Recommendations for the future state of the IT department to achieve an ideal state of performance
- An evaluation of risk and security of the College's systems
- Recommendations will seek to better align IT's efforts with the College's strategic needs and make use of resources in a more cost-effective manner
- Recommendations for SCCC will include the following components:
  - Organization, budgetary, and programmatic impact
  - Risk of change or risk to SCCC of doing nothing
  - Costs to implement recommended changes
  - Benefits of implementing recommended changes
  - Measures of success
  - Action items (at a high level)
  - Leverage peer research and best practices (where applicable)

Our report will be written in a way that facilitates understanding of findings and recommendations by a diverse audience that may include senior leadership, stakeholders, and technical staff. We will distribute a draft of the IT Assessment Report to your project leadership for your review and consideration. We will update and refine our report based on your feedback and prepare for a presentation of our findings and recommendations to an audience of your choice.

❖ ***Deliverable: Draft Information Technology Assessment Report***

8. Present IT Assessment Report to the College's Project Leadership



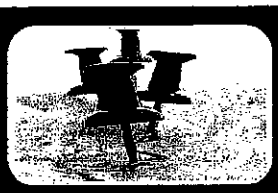
Members of our team will conduct a meeting with your project leadership and any other critical stakeholders identified by SCCC to present the Information Technology Assessment Report.

We can conduct this meeting much like a working session to consider our findings, discuss our recommendations, and review priorities and action items in a collaborative manner. We believe this is an important step that will help to facilitate understanding of our findings and the steps necessary to implement our recommendations.

Following the presentation, we will incorporate any necessary edits and issue the final report that sets priorities for the IT Roadmap.

❖ ***Deliverable: Final Information Technology Assessment Report***

9. Develop an IT Roadmap in collaboration with IT Leadership



There may be changes that the College will want to plan for and undertake as a result of our assessment. Our experience is that planning for IT directions and initiatives is most effective when done in collaboration with College leaders.

The outcomes of the IT assessment and subsequent presentation to SCCC will help inform priorities, and identify initiatives to be undertaken by the College. We will then develop a draft IT Roadmap. This roadmap will define strategic IT initiatives, timing, dependencies, and high level action items.

In addition, we will consider staffing to implement any initiatives identified as well as potential benefits that could be realized by SCCC. Our roadmap will be designed to align with the annual planning cycle of the College to best meet the academic and administrative needs of stakeholders.

We will then conduct a planning session to review the draft Roadmap, identify any necessary changes, and discuss next steps. In the course of our planning sessions, we will work with SCCC to identify potential changes that will benefit IT services and the IT organization on campus.

❖ ***Deliverable: IT Roadmap***

10. IT Roadmap work session with the College's Project Leadership



Members of our team will conduct a meeting with your project leadership and any other critical stakeholders identified by SCCC to review and discuss the IT Roadmap.

Following the work session, we will incorporate any necessary edits and issue the final IT Roadmap.

- ***Deliverable: Final IT Roadmap***

2.B.1.iii Anticipated Project Involvement from SCCC Staff and Stakeholders

Resources needed from the College to successfully complete this project.

It will be important for the College to dedicate sufficient and consistent resources throughout the full duration of the project. We have developed our project work plan based on the assumptions that SCCC staff will provide relevant background documentation in a timely manner, coordinate on-site meeting space, assist in scheduling interviews, facilitate the process of circulating deliverable documents for review, and assist in identifying appropriate stakeholders for interview. We also request SCCC staff and stakeholder participation as agreed upon during our initial project planning meeting for on-site fact-finding meetings, interviews, and other on-site activities.

Our project approach includes well-defined project tasks and clear expectations and responsibilities for BerryDunn and the College. As part of our project planning activities, we will work with the College to provide a high-level estimate of staffing and resource needs through all phases of the project and define the roles and time commitments required of each resource.

In Table 6 below, we have outlined the participation we would typically request from various College institutional project personnel/groups:

Table 6: Responsibilities of SCCC Personnel/Resources

Role	Responsibilities
SCCC's Project Sponsor(s)	• Provide executive support and sponsorship for the project • Provide overall direction and tactical vision for the project • Maintain overall responsibility for the project • Act as a point of contact between BerryDunn and SCCC • Commit/assign College resources to the project • Distribute communications, as necessary, that support the project and provide it with adequate campus visibility and priority • Participate in project kick-off meeting and stress goals and objectives for the project to College constituents • Provide executive level decision-making when needed • Review and provide sign-off on deliverables
SCCC's Project Support	• Assist in collecting background documentation and sharing it with BerryDunn in advance of our on-site work • Provide names and contact information for stakeholders from the College that will be involved in the project • Coordinate on-site meeting rooms and assist with and scheduling College stakeholders for interviews and work sessions • Circulate deliverables for review and collect feedback

Role	Responsibilities
SCCC's IT staff and other stakeholders selected for participation	• Participate in the environmental analysis, as requested, including the web-based stakeholder questionnaire and on-site interviews related to SCCC's IT environment • Prepare for interview as needed • Provide necessary feedback and subject matter expertise to help inform our assessment

Commitment from all project participants is critical to producing a successful outcome; however, we understand that the project participants have regular commitments outside of this project. Therefore, we will work as independently as possible, plan and communicate well, and bring in SCCC staff and stakeholders as needed and in a manner that facilitates tangible contributions and results.

Project meetings, review sessions, and presentations will be planned to meet specified objectives and make best use of attendees' time and expertise. BerryDunn will work with the College to schedule meetings and determine the agenda for the meetings. In some instances, pre-reading material may be prepared and distributed to save meeting time and to provide participants with a reasonable amount of time to thoughtfully review information prior to a meeting.

2.B.1.iv Proposed Project Timeline

A project plan, which includes a timeline and a schedule for project completion.

The College has indicated that it would like to have a plan in place within 12 months of contract execution. Our team is comfortable with this expectation and is able to begin work upon contract approval.

We have an efficient team and effective methodology that can achieve a successful project outcome and provide knowledge transfer, while being considerate of the time required of your personnel and stakeholders. Table 7 below presents a preliminary high-level estimate for completing this engagement and the tasks described in the detailed work plan in Section 2.B.1.ii of this proposal.

Table 7: Proposed Project Schedule for SCCC IT Assessment

Project Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
1. Conduct project planning	■						
2. Request and review background documentation	■						
3. Distribute information-gathering questionnaires and analyze results		■					
4. Distribute schedules and agendas for on-site interviews		■					
5. Develop assessment and follow-up interviews		■	■	■			
6. Compare SCCC's ITS to higher education industry data and conduct peer benchmarking			■	■			
7. Complete our analysis and develop written report				■	■		
8. Present IT Assessment Report to the College's Project Leadership					■		
9. Develop an IT Roadmap in collaboration with IT Leadership						■	■
10. IT Roadmap work session with the College's Project Leadership							■

We will review this schedule with the College's project leadership during initial project planning to determine whether modifications are warranted to address project objectives, the availability of stakeholders for our on-site meetings, and considerations based on SCCC's academic calendar. We will consider this schedule as the starting point for further discussions between the College and BerryDunn to develop an official project schedule and task list.

2.B.1.v BerryDunn – The Right Fit for Suffolk County Community College

Any other pertinent information, which demonstrates the company's capability to successfully perform the consulting services.

We have carefully considered the project approach, knowledge, and IT expertise needed to effectively address the College's needs for this engagement. We believe the following attributes will be of greatest value to Suffolk County Community College:

- We work collaboratively with our clients, but retain an objective perspective that provides our clients with the trusted position of being an honest broker of information.
- We work to achieve IT alignment with the College's strategic objectives. A key element of our assessment approach involves understanding the overall direction of the institution and working in the context that necessary technology, services, and resources need to be in place to support future academic, administrative, and business initiatives and goals.
- We know what it takes to build sustainable collaboration and project buy-in.
- In addition to our extensive assessment and strategic planning work to transform higher education IT organizations, we have completed many IT security and risk assessments, including work for the University of Tennessee System, the Community College System of New Hampshire, and the University of Arkansas System, among others.
- We provide senior-level consultant involvement throughout the engagement and SCCC will benefit from our team's experienced, real world perspective and the active involvement of our experts in the field.
- We have a national perspective gained from our work with colleges and universities across the country. This experience will avoid a steep learning curve and allow BerryDunn and College stakeholders to get a running start.
- We are both an accounting and consulting firm. Identifying areas of inefficiency and creating solutions is a core service of our project team and our firm.
- BerryDunn is an independent consulting firm. We do not sell or develop computer hardware or software, nor do we have relationships or affiliations with vendors that could impair our independence. If selected to conduct this project, we will provide objective recommendations that are only in the College's best interests

We focus on projects where we believe we can add significant value and help our clients to be successful. Based on our depth of project experience and the varied expertise of our team, we are confident that our services will meet your needs and exceed your expectations.

2.B.2 Quality Control

2.B.2.I Operational Plan

Operational Plan: *Describe how Company will ensure performance through adequate management, supervision, review and control.*

Our Consulting Group employs project management best practices from the Project Management Institute's (PMI's) Project Management Body of Knowledge (PMBOK), Version 5.

We only propose on projects for which we have the capacity to conduct the work. Our team members are committed to working on this project through the full duration and completing the work within your timeframe.

In order to ensure that project objectives are met, and initiation and completion of project work is conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands project management best practices. Our approach includes applying standard processes across the project management lifecycle, as shown in Exhibit G.

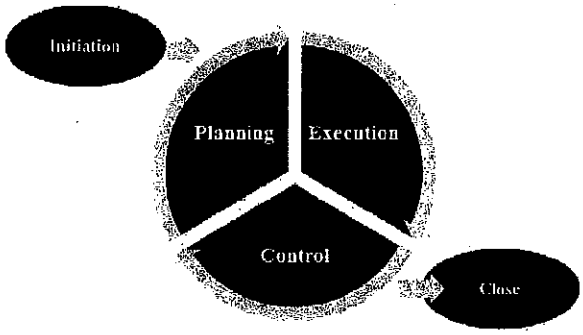


Exhibit G: Project Management Lifecycle

2.B.2.ii Record and Reporting System

Record and Reporting Systems: *Describe Company's system for self-monitoring and to ensure maintenance of complete and accurate records.*

BerryDunn leverages the Project Management Institute (PMI) PMBOK Project Risk Management discipline as a framework for the proactive management and control of risks and issues. Exhibit H presents key elements of this discipline.

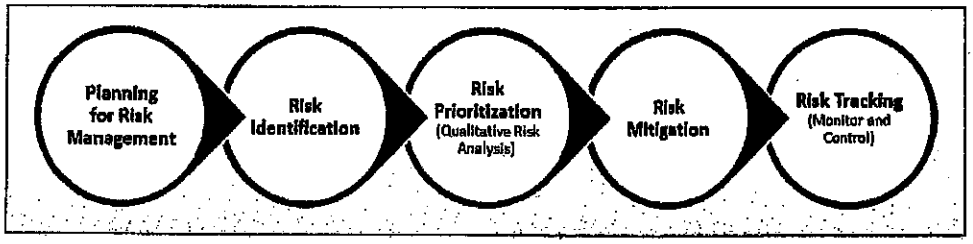


Exhibit H: Key Elements of PMBOK Project Risk Management Framework

BerryDunn's Project Manager will maintain on-going communication with the College to monitor the progress of the project and gauge your satisfaction with our services and deliverables. As part of our standard project management approach, we will discuss significant risks and issues with your Project Manager *as we identify them*, rather than requiring key stakeholders to wait to read them in our status reports. As part of our ongoing project management, we will establish a strategy for the resolution of each issue and the mitigation of each risk, including designation of an owner and identification of a target date for resolution. We will track and report progress toward resolution and mitigation as part of our status reporting.

In addition, we have an established internal quality assurance process designed to help ensure deliverables meet client expectations. BerryDunn's Project Manager will oversee the development of all deliverables. Prior to submitting a deliverable to a client, the deliverable will undergo an editorial review and a Principal-level review to ensure it meets contractual requirements and BerryDunn's internal quality standards.

If a client expresses dissatisfaction with any BerryDunn team member(s), services, or deliverables, our Project Manager (and/or Project Principal, if appropriate) will work with the client to determine an appropriate resolution to address the client's concern. Potential resolutions include (but are not limited to) replacing team members with equally qualified individuals, modifying our service delivery approach, or resubmitting deliverables with requested modifications.

Should the need arise for a change in scope, timeline, or resources, we will discuss this with your Project Manager and gain the College's approval for any changes to fees, project timeline, scope, or team members prior to proceeding.

2.B.2.iii Operating Problems

Operating Problems: *Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.*

BerryDunn does not have any litigation or other major operating problems to report.

Through prior, similar engagements, we have learned to detect, address, and resolve potential project issues before they become a distraction to the process. We use a number of standard tools throughout the engagement to support and enhance communications, information sharing, and report development.

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

a. Contractor shall prepare and present an invoice to the College for payment by the College. Claims shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.

b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

See ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto.

Specific Payment Terms and Conditions

Information Technology Consulting Services (IT Assessment)

BerryDunn proposes a firm, fixed, all-inclusive price (including expenses) of **$82,660**. These costs are based on the scope of services requested in your RFP and the Detailed Work Plan and Deliverables provided in Section 2.B.1.ii of our Technical Proposal. Table 1 provides a breakdown of costs per the RFP instructions as outlined on page12 of 14.

Table 1: Breakdown of Fees by Project Phase

Project Phase	Clint Davies Principal	David Houle Project Manager and Lead Analyst	Tucker Cutter Analyst	Miles Smith Security Analyst	Totals
Billable Rate	$325	$250	$150	$190	
	Hours per Phase				
Project Initiation and Management. Includes project planning, review of existing SCCC information, and ongoing status reports and project management.	8	16	16	4	$10,160
IT Assessment. Includes questionnaire analysis, on-site interviews and fact-finding. Report development, as well as presentation to SCCC leadership.	20	64	124	40	$48,100
IT Roadmap. Includes working with designated Suffolk stakeholders to develop three-year IT roadmap for implementation activities.	20	40	40	10	$24,400
TOTAL:					**$82,660**

Our project fees are inclusive of expenses. We will submit progress bills. Should the need for changes to the scope or plan for our work arise, we will bring these to your attention when they become apparent and gain approval for any changes.

We always strive to develop an efficient proposal that provides our client with great value and actionable results. If we have misunderstood any of the proposal requirements, or if you are interested in discussing alternative approaches to conducting this project, we would be pleased to review our work plan with you and modify our costs as appropriate.

Implementation Effort

The personnel identified in Table 1 above, as well as additional BerryDunn resources are all available to assist with implementation efforts. We recommend a blended hourly rate of $205, including expenses for implementation services.

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals ("RFP") No. R1600009, for Information Technology Consulting Services, advertised May 5, 2016, together with all Addenda thereto, is incorporated herein by reference.

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal, dated June 9, 2016, submitted in response to the College's RFP No. R1600009 is incorporated herein by reference.

End of Text for Exhibit G