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

SARS Software Products, Inc. (Contractor), a California corporation licensed to do business in the State of New York, having its principal place of business at 2175 Franscisco Blvd East, Suite A-3, San Rafael, CA 94901

The parties hereto desire to contract for a Testing and Advising Appointment Software System with an option to include an Early Alert System at the College. (Services)

Term of Agreement: Perpetual software License. Support Lease renewable at option of the College

Total Cost of Agreement: Shall not exceed $31,535.00, as set forth in Exhibit E, attached.

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

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

SARS Software Products, Inc.

By: Joanne Fields Doty
Joanne Fields Doty
President
Fed. Tax ID # 30-0010708

Date: June 28, 2012

Approved as to Legality:
Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
College General Counsel

Date: 06/29/12

Suffolk County Community College

By: Shaun L. McKay
Dr. Shaun L. McKay
President

Date: 6/29/12.

Approved:
Suffolk County Community College

By: John Bullard
~~James D. Amoroso~~ John Bullard
~~Vice President for Business and Financial Affairs~~ Associate Dean of Finance

Date: 6/29/12

Recommended:
Suffolk County Community College

By: Frank J Ryan
Frank Ryan
Administrative Director for Business Operations

Date: 6/29/12

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Exhibit A
General Terms and Conditions

Whereas, the College issued an RFP, which was advertised on February 9, 2012; and

Whereas, Contractor submitted a proposal in response to such RFP on February 17, 2012; and

Whereas, the College has selected 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. Option Periods

i. This Agreement may be renewed at the option of the College, for unlimited additional one-year terms.

ii. The College may exercise its first option by written notice to the Contractor, no later than 30 days prior to the expiration date of the existing support term, if it so desires to extend the Agreement for another year.

iii. Written notice of the College's intent to exercise an option under this Agreement may be in the form of a letter issued by the College and countersigned by the contractor.

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.

c. 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.

d. 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.

e. 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.

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 Form: 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), the form of which is attached, 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), the form of which is attached, 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 web site at www.co.suffolk<http://www.co.suffolk.ny.us>. Click on "Laws of Suffolk County" under "Suffolk County Links".

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, insurance, 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

James D. Amoroso
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

Christine Malafi, 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.

4. 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.

5. 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.

6. 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

Exhibit D
Description of Services

Testing and Advising Appointment Software Systems with an Option to Include an Early Alert System at the College.

See Attachment A for specifics of software.

End of Text for Exhibit D

SARS SOFTWARE PRODUCTS, INC.
P. O. BOX 653
MILL VALLEY, CALIFORNIA 94942

PHONE: (415) 226-0040 • FAX: (415) 226-0038 • E-MAIL: marketing@sarsgrid.com

SECTION III - TECHNICAL REQUIREMENTS - TESTING AND ADVISING

Request for Proposals (RFP)
for
A Testing and Advising Appointment Software System
with an Option to Include an Early Alert System
at
Suffolk County Community College

Law No. 12-CC-Testing-Advising
Advertised: February 9, 2012

Software Functionality:

1. **Describe the features of your software that supports the appointment needs for advisement, testing, counseling and tutoring as required by the college in the sections above. Include how calendars and resources are setup for single and group events.**

SARS·GRID is our core product. It is an easy-to-use appointment scheduling software package for student service and academic offices. It has a colorful, intuitive row and column structure for easy viewing and updating. It also has a walk-in component to register and track unscheduled visits and is web-enabled for students to manage their own appointments and for advisors to work with their own schedules off-site. It is perfect for multiple users in both centralized locations and multiple de-centralized locations and departments. Each department can create its own unique scheduling criteria.

Note: Throughout this document, the words advisor, counselor, specialist and tutor are used interchangeably. Similarly, the words department, office and Location refer to a work unit that uses a single scheduling screen to display all advisors in that single work unit, and these terms are used interchangeably.

Features for Scheduling

- Color-coded time slots make it easy to spot open appointments, walk-in time and activities.
- Schedules may be displayed by advisor showing multiple dates for the same advisor, by date showing multiple advisors for the same date, and by advisor specialty.
- Individual and Group appointments and other activity time slots may be set at standard lengths, but they may also be lengthened.
- Group appointment capacities can be user-defined.
- Users can search for appointment slots by selected days of the week, times of the day, advisor specialty, or by next available appointment slot.
- Rooms can be scheduled, based upon their size, purpose and location. Examples of room assignments are: accommodating eligible disabled students during exams, designated rooms for tests, meeting rooms, and individual or group study rooms. Rooms may be selected based on capacity, location and other special features.
- Walk-in feature is used to register walk-in students and place them in a queue for services, assign them to an advisor, and calculate waiting time.
- Walk-in registration and appointment booking feature triggers warning messages if any

conflicting appointments are found in the database.
- Students can be assigned to specific advisors by last name grouping or special population group (e.g., veterans or athletes).
- A log of student appointments and walk-ins enables users to find a student's current and historical activities.
- Attendance (show/no show) can be marked quickly and easily.
- Search for student by name, even when the student ID is not known.
- A meeting-maker component finds commonly available time slots for meetings.

Features for Counselors/Advisors/Tutors
- MY GRID – a special screen for counselors/advisors/tutors - shows their own detailed schedule and appointment information.
- Reports of a schedule can be printed or displayed for one or multiple days.
- Notepad feature makes it convenient for counselors/advisors/tutors to view and record notes about students.
- Receive notification of appointment arrival at time of check-in via instant messaging feature.
- Pop-up alerts warn counselors/advisors/tutors and schedulers of critical information.
- Walk-in feature allows advisors to select students to be seen and send a notice for the student to proceed to the advisor's room.
- Additional contacts can be simply tallied.
- Additional information feature provides for viewing and entering demographic information about students (e.g., student attributes, testing information, admissions information, etc.).
- An integrated eAdvising e-mail component provides for easy communication with students.
- Schedules can be exported to counselors'/advisors' Outlook calendars.
- Web-accessible feature allows counselors/advisors to work with their schedules off-site.

Features for Students
- Appointment confirmations may be printed as labels or on paper or sent via e-mail.
- A web-enabled feature allows students to make, change, view or cancel their own appointments.
- A Public Viewer Waiting List in walk-in sites keeps students updated on their waiting status.
- An eAdvising features enables students to send emails to advisors about questions that do not require face-to-face appointments.

Reporting Features
- A multitude of standardized reports include operational, statistical, system administration, eAdvising and table reports. These reports are itemized in Question 7, below.
- Reports can be viewed on screen, printed or exported.
- End-users can create their own reports using a third-party reporting tool.

Features for System Administrators
- Each department can design its unique parameters (e.g., appointment parameters, codes for appointment and non-appointment activities, codes describing reasons for service, and more).
- Each department controls access to its own schedules and student data. Access can be assigned to users based on their roles and the desired level of access, all of which can be individually established on a department by department basis.
- Includes an interface with SunGard Higher Education (Banner) and Microsoft Outlook.
- Works in conjunction with SARS·CONNECT to synchronize the SARS database(s) and the Banner database(s).
- Multiple student ID formats are supported.
- Works with all versions of Microsoft SQL Server database.
- Works with bar code readers and touch screens.
- Automated updates keep the system current.
- The system can support foreign country information.

Text Messaging Component:
An optional Text Messaging component is available. It may be used to notify students of their position on a waiting list for walk-in visits, to alert students that an advisor is ready to see them, to send confirmations of future appointments, and to send notifications of same-day appointments up to two hours in advance of a scheduled appointment. (Note: Text messaging is available at an additional cost and is not included in the cost proposal.)

2. Describe how your software can be used to support multiple counseling, advising and tutoring offices/centers? Include how the office/center can manage their environments as separate entities.

In accordance with the RFP, the system will be implemented as a single production instance, with the ability to create separate and autonomous environments where individual offices can define appointment and non-appointment types and configure and manage system parameters to meet the needs of their operations.

Each counseling, advising and tutoring office/center may individualize its entire application in order to reflect its own operating procedures. The ability for each department to design its unique parameters has significant merit because departments may have different missions, perform different functions, and serve different student populations. Examples of the parameters to be established by each department's decision makers are appointment parameters (such as, the start and stop times of the scheduling screen, determining whether a clerk is required to enter his/her initials when scheduling an appointment, determining whether a same day cancelled appointment should be available for another student, and many more). Furthermore, each department can establish its own work codes used to represent the appointment and non-appointment activities in which the advisor is engaged during the designated date and time, its own reason codes used to represent the purpose for the service, and even its own list of questions to provide more detailed information about the student (such as the student's association with a special population group).

The database structure allows for using either one database that may be segmented and used by multiple departments as the need arises (the typical structure), or multiple databases, if desired. The different departments are autonomous by default. Each department controls access to its own schedules and student data and can choose to share or not share information, as desired.

While the initial on-site training may be devoted to only setting up two work units, we commonly find that months later the use of SARS·GRID has expanded to numerous areas of the college, including its satellite campuses. There is no additional charge for expansion to additional areas of the college as the cost of a single, one-time site license for each SARS product covers the entire college.

The manner in which individualized departmental setups are accomplished is to have a staff member with system administration access rights to the department or location.

3. Describe whether calendar event types can have different rule configurations.

YES. The software is designed to allow each department to individualize its entire application in order to reflect its own operating procedures. Each department can establish its own work codes (called Schedule Codes) used to represent the appointment and non-appointment activities in which the advisor is engaged during the designated date and time.

Different rule configurations may be established for each calendar event type. Any number of

work schedule codes may be established. Each schedule code may be assigned attributes, such as color coding, the maximum number of students allowed, if any, and the duration. For example, an orientation may be pre-set at 120 minutes and allow up to a maximum of 100 students.

4. Describe how appointments can be scheduled, assigned, and managed by time, name of counselor/advisor/tutor, or location.

Scheduling/assigning appointments by counselor/advisor/tutor, time or location

The main scheduling screen (THE GRID) is like a calendar in that it is a grid-like row and column display with time slots. Schedule codes that are color-coded uniquely identify appointment type and availability. Based upon the resolution of the PC, up to 18 columns may be viewed simultaneously, after which scrolling brings additional columns into view. Users may click on the desired appointment time slot, which brings up a Student appointment screen. Users may enter the student's ID or name or search for a student by name (all or part of the name), allowing appointments to be booked even when a student's ID number is unknown. This ability increases scheduling efficiency and accuracy. The Student Appointment screen is then completed, with the ability to view and change student telephone and address information, select one or more reasons for the appointment, enter any comments relevant to the appointment, and select the type of confirmation receipt to be sent (print, email or text message). Users can search for appointment slots by selected days of the week, times of the day, advisor specialty, or by next available appointment slot. From the Student Appointment screen, the user also has access to the following screens: additional information, address information, alerts, and student history. Access to these screens is governed by the permissions that have been granted to the selected user. Walk-in visits can be assigned to the next available or a specific advisor may be assigned. On the advisor end, they can select a student from the list.

Managing appointments by counselor/advisor/tutor, time or location

All schedules for the same location/department may be displayed on the same screen. Viewing modes can be toggled to display the screen by date, showing all advisors' schedules for that date, or by advisor, showing multiple dates for that single individual. Additionally, if advisors are assigned to specialty groups (such as, International Student, Nursing, or Veteran), schedules for only the selected specialty group may be displayed in order to schedule students with an individual who can best meet their needs. When the cursor hovers over a booked appointment, a tool tip will display selected information (e.g., student name, ID and reasons). When the cursor hovers over a group appointment, a tool tip displays the remaining seats available and reason code for the appointment. If given permission, the front desk may also navigate to other locations/departments and view the schedules in that other location. From THE GRID or the counselor's screen (MY GRID), appointments may be committed, viewed, changed, moved to another date and time, copied to another date and time, or cancelled.

An advisor assignment feature permits students to be assigned automatically to advisors by alphabetical assignment. The last name grouping for the selected advisor is identified by entering the alpha character(s) representing the beginning and ending of the students' name (e.g., A – D). More often, we find that students are assigned to advisors based upon participation in a special population group (such as, veterans or athletes). The advisor assignment feature will satisfy this need as well.

When the appointment is being made with an advisor other than the advisor to whom the student has been assigned, a warning message will be displayed to the user. Users are permitted the discretion to proceed with making the appointment with the unassigned advisor. For students making appointments via the web, however, availability only for the assigned advisor is displayed.

Notification of arrival

When the front desk marks the student as attending the appointment via SARS·GRID (or the

student checks-in for the appointment via SARS·TRAK), a pop-up message is displayed on the advisor's screen and an audible beep is sounded notifying of the student's arrival for the appointment. Depending on the setup option that has been established for this instant messaging feature, the advisor may respond to the front desk person who marked attendance with a message, such as, "Hold the student five minutes" or Send the student to my office." (Note: SARS·TRAK is a separate application that allows students self-service check-in/check-out capability. It is not part of this cost proposal.)

Student History

A Student History screen displays, for a given student, all appointment transactions (booked, rescheduled and cancelled) whether for a date in the future, on the current day or in the past, as well as walk-in visits (all of which we refer to as appointment history). Appointment and walk-in activity will appear on the list in reverse chronological order. Appointment information includes the name of the advisor, the date of the appointment, the time of the appointment, the location (work/unit department), the type of activity (A represents a booked appointment, M represents a moved appointment, and C represents a cancelled appointment), the attendance status, the reason(s) for the appointment and any comments. It also displays the date/time that the scheduling action was taken and the initials, user name or other identifier of the person who took the action. The Source column will display whether the activity was made by a user from THE GRID or by the student from SARS·TRAK or from the web (e·SARS), and A represents an Appointment, while D represents Drop-in (Walk-in).

Users may quickly search for a student's appointment history by student ID or by student name (all or part of the name). The ability to locate student history is particularly valuable as it allows users to locate a student's current appointment(s) when the student does not remember the date, time or advisor's name of the upcoming appointment. It also allows users to review appointment history (future, current or in the past), as needed.

By default, users will be able to view a student's appointment history only for their own department. However, each department may choose to override this default for selected users or groups of users in order to share appointment history. This sharing of history may be one-directional or multi-directional. Disability Services, for example, may choose to prevent advisors in the Advising Center from seeing any Disability Services' appointments listed on the Student History screen while the Advising Center allows Disability Services to view its information.

Managing walk-in visits

Advisors may view a list of students who arrive for a walk-in visit, and they may also select a student to be seen from his/her own desktop and send notice for the student to proceed to the advisor's office.

A screen for viewing by students allows walk-ins to be listed in the order in which they registered. The department may select to display on the public viewer screen either the full name or (for privacy) the student's first name and first initial of the last name. When the advisor selects a student to be seen, the student's name flashes on the waiting list. This will be a signal to the student in the waiting room that he or she may proceed to the advisor's room, the number of which is displayed on the waiting screen.

If the text messaging add-on component to SARS·GRID has been enabled for walks-ins, a text message is automatically is sent to the student when their position on a waiting list for walk-in visits reaches the designated threshold if that student has a text phone entered in the system and text is activated as a contact method. The text option enables students to be away from the Public Viewer and still receive notification when it is time for them to be seen. When the walk-in student is selected, that name is automatically removed from the list. (Note: The cost proposal does not include the cost of the text messaging component, as it has not been specified in the RFP.)

5. Describe how students are able to manage their appointments and include whether features (e.g. requesting, canceling, or changing an appointment) can be enabled separately for separate offices/locations, and appointment types.

e·SARS is a component of SARS·GRID that allows students to make, view, change or cancel their own appointments (either individual or group) via the college's website, depending on the permissions granted by the college.

Configuring the options for the e·SARS web-based feature may be done by a system administrator on a department-by-department basis. Options include: the ability to select the reason(s) for the appointment, the ability to search for appointment slots by selecting the desired day(s) and the time range (earliest/latest time of day), and the ability to select on the search screen a specific advisor or an advisor specialty group (such as, Nursing or Veteran). Students may also be pre-assigned to a specific advisor so that only that advisor's available appointments are listed.

Based upon the settings and students' selection criteria, a list of available appointment slots is displayed. Once a student selects and schedules the appointment, an appointment confirmation may be automatically e-mailed to the student (or sent by text messaging, if the text option is purchased).

The ability to allow students to view their own appointment history via the web is particularly helpful for those students who cannot remember the date, time or advisor's name of the upcoming appointment. The ability for a student to cancel or change his/her appointment via the web reduces the "no show" rate and provides the opportunity for the time slot to be used for another appointment.

The authentication of the student for making an appointment via e·SARS is accomplished when the student logs in to the Luminis Portal.

6. Describe how session results (attended, cancelled, missed) and comments can be stored within the appointment record.

All of the session results described above, and more, are included in the appointment record in SARS·GRID.

Attendance data

When a staff member double clicks on a scheduled activity, the system inquires whether the student attended the appointment, and attendance can be marked in response to the prompt. Attendance status may be recorded as attended or missed for an individual appointment, for several individual appointments in one step, or for a group appointment. Attendance for walk-in visits is automatically marked when a student is selected to be seen by an advisor. Attendance status is stored in the student's history and may be retrieved by viewing or printing the Student History report.

Reasons and Comments

One or more reasons may be selected from a list when an appointment is scheduled in SARS·GRID. Those reason codes represent the purpose(s) for making or canceling the session. Additionally, comments that provide specific information about the selected reason(s) may be entered at the time or after the appointment. Reasons and comments are stored in the student's history and may be retrieved by viewing or printing Student History.

Notepad

The Notepad is another method by which any information about a student or his/her visit may be recorded by the advisor. Each note may be up to approximately five pages in length, and an unlimited number of notes may be maintained per student. Pre-established note templates may

be used in lieu of writing an entire note from scratch.

Security for advisor notes is multi-tiered, and the level of security is established and assigned to users by the work unit security administrator: (1) Users must have a user name and password to access SARS·GRID; (2) Additionally, users must be granted access to MY GRID (the special screen for advisors) in order to view, print and write notes about students; (3) Users may, by default, only view notes written by colleagues within their own department unless other departments allow their notes to be shared; and (4) If the work unit sets the option to allow notes to be secured on a case-by-case basis, the user may not view a secured note even in his/her own department if that user is not the author.

Data storage and retrieval

When an action is taken to make or cancel the appointment in SARS·GRID (either by staff or by students using the SARS·GRID web feature), the system stores the data in the SARS database and it is made part of the student's history. Information includes attendance status, reason(s) for the appointment and any associated comments. Not only is the data stored in the in the SARS database, but it also becomes available for reporting purposes. If the work unit establishes a sufficient number of reason codes to allow for specificity, the system will provide useful data and advisors, counselors and other specialists will be able to prepare for the appointment in advance.

7. Does the application include any standard reports? Please provide a sample list. Also, does it include a report writer that would allow the development of custom reports?

SARS·GRID provides 43 standardized reports that are useful for managing day-to-day operations, evaluating services and resources, realizing accomplishments and productivity, and determining resource allocation and utilization.

Standard Reports List

The 14 statistical and 2 system administrator reports compile and enumerate data on appointments, walk-ins, and other activities. They are:

- Appointment Attendance Summary Report
- Appointment Usage Report
- Cancellation History Report
- Change Log Report
- Daily Coverage Report
- Location History Report
- Miscellaneous Comments Report
- Reason Code Detail Report
- Reason Code Summary Report
- Schedule Code Summary Report
- Short Name History Report
- Source Report
- Student History Report
- Unduplicated Count of Students Report
- Unduplicated List of Students by Reason Code Report
- Web Search Failures Report

The 13 operational reports display schedule information in a variety of formats. They are:

- Additional Information Report
- Alerts Report
- All Appointments for a Day Report

- Cancellation/Rescheduling Worksheet
- Daily Detail Report
- Daily Report
- Duplicate ID Report
- Master Schedule Report
- No Show Report
- Snapshot Report
- Temp ID Report
- THE GRID Snapshot Report
- Who's Present Report

The 3 eAdvising reports display eAdvising questions and answers. They are:

- Contacts Report
- Open Questions Snapshot report
- Resolution Summary Report

The 11 table reports display the full descriptions of all the codes and names that were established in SARS·UTIL. They are:

- Access Codes Report
- Excluded Dates Report
- Location Codes Report
- Reason Codes Report
- Reason Code Group Codes Report
- Schedule Codes Report
- Schedule Code Group Codes Report
- Short Name Assignment Report
- Short Names Report
- Specialty Group Codes Report
- User Names Report

Report Writer/Custom Reports

In addition to the 41 standardized reports referenced above, an option exists to save a report to an alternate format to allow for custom data reporting. The reports can be exported to one of the following formats:

PDF Files (*.PDF)
Excel Files (*.XLS)
Text Files (*.CSV)
HTML Files (*.HTM)
Rich Text Files (*.RTF)
Tiff Files (*.TIF)
Raw Data (*.CSV)

Users may also create their own reports beyond the standardized reports using a third party reporting tool (report writer), such as MsAccess or Crystal Reports. To facilitate custom data reporting, our products use a non-proprietary database. The database schema is in the User Manual. Using reporting writing tools, end-users may create scripts or programs to build reports and save them in order to re-run on an as needed basis.

8. **Is your system able to produce:**
   - **mailing labels,**
   - **sign in sheets,**
   - **next appointment sheets, extracts of student information entered or brought over from Banner. Include whether the printouts are standard or need to be created as a custom extract.**

Mailing labels

SARS has a printer label option, which is intended for printing out appointment confirmation reminders and handing them to students in person. As such, it is not primarily intended to be used as mailing labels. Other forms of notifications to students about upcoming appointments are email and text messaging. (Note: Text Messaging is an add-on component that is not included in the cost proposal.) Mailing labels can also be created using third party software, such as Microsoft Access.

Sign-in Sheet

For group sessions, such as an orientation or workshop, a standard roster report may be printed out. The Roster shows a list of those students who are scheduled for a group appointment in either alphabetical order or the order in which they were added to the group appointment. The user who is printing the report may select data elements to be included on the print out. Those data elements include student ID, phone number, birth date and date added to the appointment, as well as reason for the appointment, comments, and attendance status. For sign in sheets, users should select only the student name data element. The printed report contains a line by the student's name, which can be used for a sign-in signature. For individual appointments, the system does not generate sign in sheets, as the system is intended to promote paperless information. When students check in for an appointment or are seen for a walk-in visit, their attendance status may be marked as "attended." This feature serves the same purpose of a "sign in sheet."

Next appointment sheets

It is unclear whether "next appointment sheets" refers to a reminder to give to students of their next appointment, whether it refers to a list showing counselors and advisors upcoming appointments, or whether it refers to generating a walk-in list. We offer all three.

As to appointment confirmations to students, they can be generated (print, email, and/or text message format) for upcoming appointments. In addition, SARS·MSGS can be used to automatically generate email and/or text messages to students reminding them of upcoming appointments. (Note: SARS·MSGS is a separate application and is not part of this cost proposal.)

As to daily appointment lists for advisors, the All Appointments for a Day Report is a standardized report that lists all students who have an appointment on a specific date and by a specific work unit. The list can include students with individual appointments and separately for group appointments. When generated for individual appointments, the student's ID, name, and telephone number; the time and duration of the appointment; and the Advisor's short name. When generated for only group appointments, the student's ID, name, date of birth, and telephone number; and the Advisor's name. This report is useful for a department to determine the activities that will be occurring on a selected date. A Daily Report is also available for quick reference to one or more advisor's daily activities.

As to generating a list of walk-ins, a Drop-in List may be printed showing either All Students Waiting or All Students (for that day).

Extracts of student information from Banner

The Additional Information screen is used to view a list of questions and either view or enter responses for those questions that will provide more detailed information about the student (such as, student profile information, admissions information, and testing information). This additional information can be brought over from Banner.

Standard or custom printouts of student information for use during an appointment
The Additional Information Report may be generated in a format that displays a selected student's profile information, as well as all Additional Information corresponding to the profile data in Banner.

The Student History report may be printed out. This report will display the following data elements: past and future appointment information, including advisor name, date, time and location of appointment, reason(s) and comments(s) associated with the appointment, attendance status, source of the appointment (whether made via GRID, TRAK, or the web).

Custom reports are available and are discussed in question #6, above.

9. Describe how email can be used to provide students and other system participants information about appointments.

The software has the ability to provide students and others information about appointments using email, print, and text messaging for student notifications, as well as instant messaging (SARS·CHAT) between users of the system.

In SARS·GRID, e-mail confirmations may be generated the moment the appointment is made and sent to the student's email address that is stored in the database. The confirmation may be set to be sent automatically without requiring any action by the scheduler (the typical configuration) or on an appointment by appointment basis.

Although not in the college's specifications for this RFP, we want to mention that students may also receive appointment confirmations via text messaging if the college purchases that option and the student has a text phone number in the system. Text messaging options are not part of the cost proposal, but may be quoted separately upon request.

SARS·MSGS, another software component that operates in conjunction with SARS·GRID to send automated appointment reminders to students via email and/or or text for appointments generated by SARS·GRID and SARS·TRAK. Each department can determine the number of days in advance to send the reminders (for example, the day before, two days before, or both). Note: SARS·MSGS and SARS·TRAK are not included in the cost proposal.

In addition, when the "Enable Notification of Appointment Arrival" feature has been activated for the department, advisors will receive automated messages via the SARS Instant Messaging system (SARS·CHAT) that students have arrived. When the front desk marks the student as attending the appointment via SARS·GRID or the student checks-in for the appointment via SARS·TRAK, a pop-up message is displayed on the advisor's screen and an audible beep is sounded notifying of the student's arrival for the appointment. Depending on the setup option that has been established for this instant messaging feature, the advisor may respond to the front desk person who marked attendance with a message, such as, "Hold the student five minutes" or "Send the student to my office."

SARS·CHAT may be also used to chat with a single user or to simultaneously broadcast a message to a group of users. The send/receive chat function is often used during an advising session when an advisor needs information from a colleague that has previously met with the student. It allows the advisor more privacy in the student's presence than would occur if the advisor placed a telephone call to ask the question and receive the answer. The broadcast message option is often used when a manager wishes to remind advisors that a meeting will be starting in a few minutes.

10. Describe the system's compliance with the American Disability Act and any specific accommodations for individuals with disabilities.

We meet ADA Guidelines in accordance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d). For example,

- Text to Speech Options for the Visually Impaired: The SARS·GRID application contains an embedded text to speech component that may be configured on the computer that is being used by a disabled individual for that individual's logon name and password. The text to speech feature is available for all functions within the following SARS·GRID features: SARS·MENU, THE GRID, the Counselor's Grid (MY GRID), and the Drop-In Screen.

- Large Text Size Options for the Visually Impaired: THE GRID and the Counselor's Grid (called MY GRID) may be configured to display text in large print on the computer that is being used by a disabled individual for that individual's logon name and password.

- Keyboard Interface for the Manually Impaired: All functions can also be performed using the keyboard by using the TAB, ENTER, and ARROW keys, as well as the Shortcut Keys (use Alt-K to display all Shortcut Key options). Other keyboard features may be enhanced using the Microsoft accessibility features.

Testing for adherence to accessibility guidelines and standards is performed by SSPI Quality Assurance staff.

Data Interfaces to other systems:

11. Describe how your software interfaces with Banner version 8 and version 9 to provide/transfer data between the systems

SARS·CONNECT is a SARS web service that was developed in conjunction with SunGard Higher Education that operates to make real time connections between SARS databases and the Banner (versions 8 and higher) database for student data and nightly for appointment data.

The features include the following:

- The Banner-to-SARS integration process sends changes to student information made in Banner to the SARS database(s), including new records, updated records, and new term updates.
- The SARS-to-Banner integration process sends data about appointments, drop-ins and positive lab attendance captured in SARS back to Banner.
- Banner uses the information provided by SARS to maintain the Service Assignment page of the SEADETL form. Banner also saves each transaction into an event table developed specifically for the SARS integration as a log/reporting table.
- A Banner-designed AddStudentService Web Service uses a mapping table that ensures that data exchanged between the two systems populates the correct database fields.
- A channel created especially for SARS products in Luminis Platform IV and V (the Banner portal) simplifies the integration process.
- The integration supports both batch synchronization and real-time event messaging for data integration from Banner to SARS.

This linkage automatically brings all predefined student information into the system and back to Banner.

12. Describe how data is exchanged between the systems, including whether the interface is live and/or batch. Include how often data can be exchanged.

The SARS·CONNECT utility provides real time transfer of student data between Banner and SARS as well as nightly uploads of appointment data from SARS to Banner. The appointment data is uploaded nightly to provide scheduling and advising staff the opportunity to adjust the reasons for service prior to the appointment data being uploaded. See details in questions #11, above.

Should the college elect not to use the real-time Banner interface (SARS·CONNECT), other options are available, as follows:

- SARS has the capability to link directly in real time access (ODBC) to student data stored in the school's host computer. This linkage automatically brings all predefined student information into the system, if available, at the time the appointment is scheduled. As a scheduling action is taken, then ODBC query is executed to retrieve the student data.

- Importing student data from the college's host system (external data sources) to the SARS database (internal scheduling system) may be accomplished through a flat-file transfer. With this method, the SARS Import program is used to specify the order in which data elements will be imported, to modify data elements to conform to different formats or values as necessary, and to initiate or schedule the import process. The imports are typically scheduled to occur nightly.

- Exporting appointment data from the SARS database(s) to the college's system may be accomplished through via a flat file extract. The information that is extracted from the Student History File of the SARS Database includes: the date of service, the student's ID, and the reason(s) for the service. In cases where more than one reason is associated with an appointment, the export process can create a separate record for each Reason Code. College staff writes the import to receive the data file created by the SARS export program into Banner. The export process may be performed manually at any time, or it may be scheduled for any desired time sequence.

13. Describe how data is mapped between the systems, including any Banner fields that are predefined and whether additional fields can be added by the College.

Our SARS·CONNECT utility interfaces with Banner to transfer all data between Banner and SARS. Using this utility, all Banner fields that are used by the college will be mapped and transferred to SARS. Additional fields can be added by the college as desired and mapped via the configuration of SARS·CONNECT. SARS·CONNECT receives and processes the following messages from Banner: person, group, membership, and GenericData. The person message includes student profile information or faculty profile information. The group message is used to transmit course, term, or course section information. The membership message is used to associate, as applicable, faculty with a course section or student with a course section. The GenericData message contains additional student demographic data that is not contained within the person message (for example, admissions information, testing information, etc.).

Should the college select not to use the real-time Banner interface, the college may use the import program and export program that reside in SARS·GRID. These are discussed in question 12, above.

14. Indicate whether you system can obtain, store, and update the following data elements from Banner:

- **Student Profile information (name, ID, address, phone, etc…)**
- **Admissions information (admit type, admit/acceptance status, transfer college transcript information)**
- **Testing information (CPT testing requirements or waived status, tests scores as displayed on SOATEST)**
- **Advisement information (advisement status)**
- **Registration readiness (MMR and Meningitis Immunization compliance, holds as displayed on SOAHOLD),**
- **Student Attributes as displayed on SGASADD.**

All data elements of a student profile can be obtained from Banner. In addition, the Additional Information feature of SARS·GRID provides the ability to establish a list of questions that will correspond with each and every desired student data element residing in Banner, as long as the element can be answered with a date, list, text, or yes/no answer. Thus, all of the above examples -- admission information, testing information, advisement status, registration readiness, and student attributes may be established. Each work unit may create its own set of Additional Information questions, and those questions will apply to all students in the selected Location.

The properties for each question are established by the system administrator with regard to the data type (i.e., date, list, text, or yes/no) and the security (enabled, locked, private, public view only). The security properties setting also determines whether answers to the questions may be populated by the users or automatically populated from Banner. The SARS·CONNECT application may be used to seamlessly transfer student data in real time between Banner and SARS (and appointment data nightly) so that any updates are available on both systems.

All information about a student on the Additional Information screen may be viewed and recorded, if allowed, from the calendar (THE GRID), the Student Appointment Screen, the counselor's calendar (MY GRID), the Student Maintenance Screen and the Command Menu. Additionally, class information may be brought into SARS from Banner for use in scheduling appointments. This is particularly valuable for tutoring centers.

15. Describe how data obtained from Banner is displayed in your system for review by appointment managers, schedulers, counselors, advisors, test proctors, and tutors.

Data obtained from Banner is displayed as follows:

- On the Student Maintenance screen, all student profile information, such as name, ID, birth date, address, home and contact phone numbers, text phone number, email addresses, and preferred contact methods. This information may be viewed by any user who has been given permission to UTIL and Student Maintenance for the selected department or location.
- On the Student Appointment screen, all information from the Student Maintenance screen. This information may be viewed by any user who has been given permission to view THE GRID or MY GRID and to schedule appointments for the selected department or location.
- On the Additional Information screen, all pre-configured information about the student, including admissions information, testing information, advisement status, registration readiness, and other student attributes. This information is available to any user who has been given permission to view THE GRID or MY GRID and also to access Additional Information.
- On the Address Information screen, all student address, email and preferred contact methods.

This information may be viewed by any user who has been given permission to view THE GRID or MY GRID.

- On the Reasons screen, classes may be displayed for selection when scheduling appointments related to classes, such as tutoring or labs.
- On the Student History screen, all appointment and related data for activities generated in SARS·GRID or SARS·TRAK. This information may be viewed by any user who has been given permission to view THE GRID or MY GRID and also View Student History.

Any appointment manager, scheduler, advisor, counselor, tutor, test proctor or tutor may be given access to this information.

16. Can your database be accessed using SQL and a standard database connector for viewing and updating?

Our software is fully compatible with all versions of SQL Server from 6.5 through 2008 R2 (the most current version).

17. Does your software interface with Luminis IV and V for Single Sign On?

SARS Software Products, Inc., a Collaborative Partner with SunGard HE (Banner), jointly developed a web service that operates to make real time connections between SARS and Banner databases. As part of this collaboration, SunGard HE created a channel for SARS Software Products, Inc. in Luminis Platform IV and V in order to facilitate single sign on.

User Authentication and Authorization:

18. Describe how users are enabled and authenticated within your software.

Our software products have a secure authentication process for managing access and a role-based authorization process for providing permission to system functions. Our software products utilize a proprietary security system which controls user accounts and permissions within our applications. All access to features within our applications are permitted or denied based on user rights assignments. Furthermore, access to data can be controlled to the department level on a per user basis. Passwords for users are stored encrypted in the SARS SQL Database.

The student on-line scheduling feature of SARS·GRID permits single sign-on authentication through the Luminis Portal. If you elect not to authenticate through the Luminis Portal, you may authenticate through Active Directory, LDAP, or via Student ID with Birth Date or Pin Number.

19. Describe how users are authenticated against an external directory service such as Active Directory. Include whether there is a limit on the domains that can be checked.

If this question pertains to authenticating users against the SQL database by the use of domain accounts, then the college has the ability to limit access to the SARS SQL Database(s) to specific Active Directory accounts by utilizing the Windows Authentication option in Microsoft SQL Server in addition to our internal security software system.

If this question pertains to authenticating students for access to on-line scheduling, LDAP authentication is currently supported. We support both LDAP and LDAPS in addition to native Active Directory authentication. Our implementation of LDAP also has the ability to perform a double-bind.

20. For non-AD authentication, can the college require complex passwords that expire on a regular basis?

SARS·GRID permits establishing an expiration date for a user's log on. After the expiration date, the user's log on will no longer be valid. While we typically see expiration dates set for temporary staff or adjunct faculty when it is known that the individual will be using the system for a limited time, expiration dates could be set for all users. While SARS·GRID does not require complex password, passwords must consist of at least three characters. The password established for the user will accept up to 20 characters, numbers, or special characters in any combination. The password is not case sensitive.

21. Identify and describe any roles available within your software and how users are assigned to these roles. Include a brief description of the functions each role can handle. Can these roles be customized?

Different levels of access are possible. They are "role-based." Each department may customize the roles. Any number of access code categories based upon role may be established. Each category (for example, front desk, counselor/advisor/tutor, chair, manager, and student employee) is assigned rights by the work unit (department) to perform or view selected functions; then each user name is assigned to an access code category.

A user may be assigned access to more than one Location with similar or different permissions, and access may be one-directional, bi-directional or multi-directional. For example, a scheduler in Disability Services may be allowed to make appointments for students in Counseling even if the scheduler in Counseling is denied permission to make appointments in Disability Services. These permissions may be given selectively to an individual user or a group of users (role) within the same location. Additionally, you may totally isolate Disability Services from other users for confidentiality reasons.

22. Describe how access to system data and features is controlled by role. Include whether data access can also be segregated by office.

Access to system data and features is entirely controllable, not only by role, but also by office or department.

The database structure allows for using either one database that may be segmented and used by multiple departments as the need arises (the typical structure), or multiple databases if desired. Each department, even in the same one database, by default is autonomous.

The SARS utility provides the opportunity for each department to establish unique controls and access permissions for its own schedules and student data, thereby, protecting privacy of data. First, access codes are established for each category/role (e.g. front desk, counselor, system administrator, student worker, department chair, etc.). For each access code, specific permissions are assigned that permit users assigned to perform or view selected functions in order to provide the desired level of access. Users are entered into the system by name, and assigned an access code and primary department. Users may be assigned to additional departments with the same or different access code. Each department decides who can do what within its application in order to meet its unique needs.

By default, a user only has access to its assigned department with the assigned permissions and only has access to the schedules, alerts, notes, reports, additional information, etc. applicable to that department as permitted. However, data may be made available selectively to an individual user or a group of users outside the immediate work unit as the department deems appropriate through the establishment and assignment of access codes (roles) to which the relevant

permissions have been granted. Access may be one-directional, bi-directional or multi-directional. For example, a scheduler in Disability Services may be allowed to make appointments for students in Advising even if the scheduler in Advising is denied permission to make appointments in Disability Services. While atypical, a separate SARS database may be established for an individual work unit, such as Disability Services.

23. Describe how configuration rules are used to control software functionality.

The SARS utility function in the software, in addition to establishing and assigning access and security provisions to users, gives each department the ability to establish its own parameters, including the following:

- GRID Settings for establishing time increment for appointments and non-appointment activities, data view size, default codes for booked appointments and master schedules.
- Schedule Codes and their properties, including whether to allow appointments, appointment duration, display style (background color and font color and type), defaults for sending appointment confirmations, defaults for pulling a student's file, defaults for whether to allow meetings to override a schedule code,
- Miscellaneous Settings to establish settings for Enable Notification of Appointment Arrival, Notepad Security Option, Quick Day Change, Miscellaneous Column, Allow Multiple Appointment Reasons, Require Appointment Reason, Use Short Name Assignments, Use Student Classes as Reasons (useful for labs, testing, etc.), configure email confirmations, Configure Text Messages, Maximum Concurrent Appointments, Notepad Templates, Primary ID Format, Booked Appointment Tooltip, Group Appointment Tooltip, Student Information, and Short Name Label.
- Database Settings for establishing ODBC connection parameters, as well as the manner and frequency in which the calendar (THE GRID) will roll forward to a new set of dates.
- Short Name Maintenance for establishing counselors/advisors/tutors who will have master schedules displayed, including their title, assigned role, department and any specialty group.
- Access Code Maintenance for establishing categories of users and assigning rights to view and use selected functions of the system.
- Group Codes for establishing three types of groups (specialty, reason code, and schedule code) by which further refinements make be used.
- Additional Contacts for establishing categories of contacts other than appointments and walk-in visits (e.g., telephone calls, email, in-person) that may be tracked.
- Additional Information for establishing categories that may be used to identify students in more detail (e.g., major, primary language, veteran status, other colleges attended, etc.).
- eAdvising for establishing subjects or topics that students may select when sending an eAdvising question to advisors.

Typically, each department has a system administrator who is responsible for establishing the unique settings desired for that department.

Information Security:

24. Describe how your software supports the College's requirement to protect confidential information from disclosure under applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

We have made concerted efforts to ensure that all of our products are compliant with the applicable student confidentiality requirements of FERPA and HIPAA.

- All reports that include student ID and birth date have an option to suppress that information.
- Both a user name and a password are required to access the system. Passwords for

users are stored encrypted in the SARS SQL Database. Each department may decide who can do what. Any number of access code categories based upon users' roles in the department may be established. Each access code category (for example, scheduler, counselor, chair, manager, and student employee) is assigned rights to perform or view selected functions by the departmental authorized security administrator; then each user name is assigned to an access code category. This permits customizable password controlled access to sensitive information within the system.

- A user may be assigned access to more than one Location with similar or different permissions, and access may be one-directional, bi-directional or multi-directional.
- Each department controls access to its own schedules and student data.
- With regard to counselor notes, security is multi-tiered: (1) Users must have a user name and password to access SARS·GRID; (2) Additionally, users must be granted access to the MY GRID in order to view, print and write notes about students; (3) Users/counselors may, by default, only view notes recorded about a student in a Location to which he/she has access; and (4) If that location sets the option to allow securing notes on a case-by-case basis, the user may not view a secured note if that user is not the author.

25. Detail the measures in place for securing and storing the College's confidential data during data entry, display, and storage. Include any features where data is encrypted?

The following is a description of the security used for securing and storing confidential data when using SARS products:

- Database Server: Microsoft SQL Server accepts connection requests via TCP port 1433 by default. This port can be changed if desired. Encryption of connections to and from SQL Server, if desired, is accomplished by the use of an SSL certificate. If additional security is required, we also support the use of Transparent Data Encryption (TDE), which is available with the most recent releases of SQL Server.

- Web Server: By default, Microsoft IIS server communicates externally via TCP port 80, or TCP port 443 if using an SSL certificate.

- File server: SARS requires the use of a file share. Depending on their configuration, Microsoft Windows servers utilize port 445 or ports 135 thru 139, both TCP and UDP, for this purpose.

- Client PC's: Client workstations access SARS via the share on the file server. All SARS applications communicate directly with the SQL Server via the configured port.

- Chat server: SARS includes an instant messaging component used to notify advisors when students arrive for their appointments. This program is comprised of both a Server and Client application. By default, SARS·CHAT communicates via TCP port 50000 but any port in the dynamic range, between 49152 and 65535, may be utilized.

26. Identify any Information Security ISO Certification your software maintains?

None. Any certificates required for security are purchased and maintained by the college. All SARS web component, e·SARS and MY GRID Web in SARS·GRID, as well as SARS·ALRT, support the use of an SSL certificate.

27. Has a third party firm audited the software for security?

No.

System Components and Requirements:

28. Identify the system components required for your system. Include any Web server, database, languages, compilers, utilities, toolsets, and/or plug-in used by the system. Also, identify what components are included in the procurement and those the college needs to provide separately.

SARS products use an enterprise grade, relational database to store appointment information and include a native capability for retrieving, displaying, and updating student information with Banner. The database is accessible through a user interface and includes an SQL/ODBC capability for custom reporting and batch updates. SARS·GRID offers a web-based user interface for students to make, view and cancel their own appointments and for advisors to work with their own schedules off campus. The application is PC-based, easily installed, and easily upgraded through a standardized process.

The following is a summary of the hardware and software requirements for the SARS application software. Our level 2 technical staff members are available to assist your IT Department with these decisions.

Software Requirements [Supplied by the College]

1. Microsoft SQL server version 2000 or later. Does not require a dedicated server and can be run in a virtualized environment
2. SSL Certificate if using the web components of the SARS applications.
3. For Macintosh usage, Windows software for the Mac or Citrix software for the server
4. Colleges must have the *Banner Integration for SARS* module that works in conjunction with the SARS·CONNECT module. For the cost of the *Banner Integration for SARS* module, contact the SunGard HE Banner representative.

Hardware Requirements [Supplied by the College]

1. Windows Server capable of running Microsoft SQL server software. Recommend a minimum of 4 Gig of system memory and 20 Gig of system hard disk space. Does not require a dedicated server and can be run in a virtualized environment.
2. File server to hold the client files. This can be the same server as the SQL server if necessary. This server needs at max 5 Gig of disk space to hold all the client files as well as updates to these files.
3. For the web components, the college needs a server running Microsoft's IIS. This server should not be the same server as the one handling the SQL database for security reasons. The amount of disk space required varies depending on the number of SARS web applications to be deployed. The disk space is less than 1 Gig for multiple applications.
4. Client PCs need to have enough free disk space to install the applications and to hold a copy of the programs. This would amount to less than 100 MB of free disk space and at least 1 GB of system memory.

Optional Hardware Peripherals [Supplied by the College]

1. Dymo LabelWriter 330 or newer and associated printing materials. (SARS Software Products, Inc. recommends continuous feed paper for its cost effectiveness/ PN# 30270.)
2. Bar code reader, magnetic stripe reader, or touch screen (for student self-serve options)

Optional Texting Option of SARS·GRID and SARS·ALRT [Supplied by the College]

1. Multi-tech iSMS Server (4 or 8-Port based upon anticipated usage. (SARS Software Products, Inc. recommends a minimum of 4.)

2. Sim Card and monthly Texting Plan with T-Mobile. (Note: This option may be contracted for through SARS Software Products, Inc., but is not included in the cost proposal, since the college has not requested a proposal for text messaging.)

Components Included in Procurement
Products that we have identified as necessary in order to meet the college's needs as expressed in Section III, 2.a. Testing and Advising and Section III, 2.b. Early Alert Option.

1. SARS·GRID (version 4.8)
2. SARS·CONNECT (version 1.0)
3. SARS·ALRT (version 1.4)

29. Can the college install multiple instances of your software for testing and training? Indicate if there is an additional cost for other instances.

Yes. The college may install multiple instances of the software at no additional cost.

30. What operating systems does your server run on?

The application is hosted by the college. We develop our software to run on Windows based operating systems, including 2000 through 2008R2.

31. Describe any browser-based user interface available, including the application functions that can be accomplished within the interface. Are any browser Plug-ins required?

The following SARS product components have a browser-based user interface:

- Web Interface for Students (e·SARS): SARS·GRID provides the functionality for students to manage their own appointment via the internet. Based upon the permissions granted by the college, a student has the ability to make, view, change or cancel their own appointments via the college's website.

- Web Interface for Students (eAdvising): Students may also use the web interface to send an eAdvising question to a counselor or advisor. eAdvising questions may be any type of communication that can be easily answered without the need to schedule an appointment or have a face-to-face visit.

- Web Interface for Counselors/Advisors/Specialists (MY GRID): The web-accessible feature of MY GRID allows advisors to work with their schedules off-site. If advisors are permitted to work with their schedules through a web browser, the college specifies the data elements of MY GRID that will be either displayed or hidden when viewed from remote locations, allowing the college to determine the level of security.

In addition, with the Early Alert System (SARS·ALRT), administrators and faculty/staff access SARS·ALRT via a web browser. SARS·ALRT provides a quick and simple mechanism through the early alert referral form for faculty to check off identified problems and concerns about the student. The system is set up to automatically connect the student who is having difficulties through email with campus support services that can provide appropriate interventions as well as to automatically provide feedback to faculty on actions taken.

Finally, the SARS·CONNECT Banner to SARS utility for real-time exchange of data is a web-service based and PC-based product. The web service based component receives student data in real time from Banner. The PC-based component is used to send appointment information

back to Banner nightly.

No browser plug-ins are required.

32. Describe how end-users access your web-based interface, including how it can be presented within the Luminis portal. Include information on any custom channels or portlet built to be presented in Luminis.

Users sign in to their own web space through the college's portal. From there, links will be available to the SARS applications.

SARS Software Products, Inc., a Collaborative Partner with SunGard HE (Banner), jointly developed a web service that operates to make real time connections between SARS and Banner databases. The SARS·CONNECT application may be used to seamlessly transfer student data in real time between Banner and SARS (and appointment data nightly) so that any updates are available on both systems. As part of this collaboration, SunGard HE created a custom channel for SARS Software Products, Inc. in Luminis Platform IV and V in order to simplify the integration process.

If the college does not wish for users to be authenticated through the Luminis portal, the users are authenticated through the e·SARS application.

LDAP authentication is currently supported in the module of SARS·GRID that permits students to manage their own appointments via the web and the faculty portion of SARS·ALRT. We support both LDAP and LDAPS in addition to native Active Directory authentication. Our implementation of LDAP also has the ability to perform a double-bind.

Our software products utilize a proprietary security system which controls user accounts and permissions within our applications. All access to features within our applications are permitted or denied based on user rights assignments. Furthermore, access to data can be controlled to the department level on a per user basis.

In addition to our internal security system, the university also has the ability to limit access to the SARS SQL Database(s) to specific Active Directory accounts by utilizing the Windows Authentication option in Microsoft SQL Server. It is also possible to encrypt client connections to the SQL Server by the use of SSL certificates. The latest versions of Microsoft SQL Server also offer the ability to encrypt the entire database to further enhance security. This capability is called Transparent Data Encryption or TDE.

33. Identify what Browser versions are certified to be used with your software. Include information for: IE, Firefox, Chrome, Safari, and Opera.

The student access to SARS·GRID (e·SARS and eAdvising) and the remote access to the counselor's calendar (MY GRID) has been tested and certified to operate on any version of Internet Explorer and Firefox. These are the recommended web browsers.

34. Describe any PC-based user interface included with your software and the functions that can be accomplished within this interface.

The student access functions and the counselor/advisor/tutor remote access to the calendar (MY GRID) are entirely web-based. Those functions are installed on the college's server and run via the user's web browser.

The staff functions of SARS·GRID are PC-based. These functions include a myriad of utilities screens for setting up the system for each department and creating master schedules for counselors, advisors, tutors, etc.; GRID screens for viewing the calendars; student appointment screens for making appointments; Roster screens for making group appointments; Drop-in screens for walk-in visits; Student History screens for viewing a student's appointment; walk-in and eAdvising history; Student Maintenance screens for viewing or editing student profile information; Additional Information screens for entering specific data about students; screens for recording attendance; Notepad screens; eAdvising screens; and Reports screens for generating operational, administrative, statistical, table, and eAdvising reports.

35. For any PC-based interface, identify which operating systems are certified for use with your software (ex. Windows XP, Windows 7, etc...)

All SARS products operate on Windows XP through Windows 7 PC-based systems.

36. For any PC-based interface, describe the options available for automated installation including whether there is an MSI available for remote installation?

No staffing is required to perform client installs of PC-based interfaces, because we build a custom MSI that can be pushed to designated client PCs via Active Directory or a comparable tool. We also provide an editor for customizing the MSI for the college's installation. Once the initial installation is complete, the actual user can then have limited rights on the client PC and the software still functions normally. For example, we usually install the software in the C:\program files\sarsgrid directory. However, if the user does not have write and create access to that location, then the program automatically uses the temp directory to house the files.

37. Can your software support a student population of Suffolk's size with a single production instance? How is the software scaled to additional users?

Many of our clients are successfully running our SARS products at colleges that have student enrollments of 26,000 and up. At those colleges, the applications are being used in multiple departments and on multiple campuses. In fact, some of our colleges maintain in the database the IDs and names for every student who has ever attended the college; therefore, each having upwards of one million students in its database. Ultimately, the performance of our SARS software is dependent upon the reliability and performance of the college's network.

24 SARS Software colleges/universities have a student population (FTEs) ranging from 25,000 to 50,000, 40 institutions range from 15,000 to 24,999 FTEs, and the remaining institutions have FTEs largely in the 10,000-14,999 range.

38. Identity all hardware requirements and provide server and database sizing requirements applicable for an institution of Suffolk's size

Sizing Assumptions

The standard hardware and software requirements identified below meet the needs of our clients, including those colleges and universities that have a greater student population than that of Suffolk Community College. Some of our colleges and universities have imported the IDs and names for every student who has ever attended; therefore, each having upwards of one million students in its database.

Test and Production Environments

The following is a summary of the hardware and software requirements for the SARS application software for the on-premise hosting at the college. If the test environment is to be physically

separate from the production environment, the server used for the test environment should meet the same specifications as that for the production environment. If the test environment is on the same server as the production environment, a separate test database should be created on the production server with a test file share on the production server.

Our level 2 technical staff members are available to assist your IT Department with these decisions.

Software Requirements [Supplied by the College]

1. Microsoft SQL server version 2000 or later. Does not require a dedicated server and can be run in a virtualized environment
2. SSL Certificate if using the web components of the SARS applications.
3. For Macintosh usage, Windows software for the Mac or Citrix software for the server.
4. Colleges must have the *Banner Integration for SARS* module that works in conjunction with the SARS·CONNECT module. For the cost of the *Banner Integration for SARS* module, contact the SunGard HE Banner representative.

Hardware Requirements [Supplied by the College]

1. Windows Server capable of running Microsoft SQL server software. Recommend a minimum of 4 Gig of system memory and 20 Gig of system hard disk space. Does not require a dedicated server and can be run in a virtualized environment.
2. File server to hold the client files. This can be the same server as the SQL server if necessary. This server needs at max 5 Gig of disk space to hold all the client files as well as updates to these files.
3. For the web components, the college needs a server running Microsoft's IIS. This server should not be the same server as the one handling the SQL database for security reasons. The amount of disk space required varies depending on the number of SARS web applications to be deployed. The disk space is less than 1 Gig for multiple applications.
4. Client PCs need to have enough free disk space to install the applications and to hold a copy of the programs. This would amount to less than 100 MB of free disk space and at least 1 GB of system memory.

Optional Hardware Peripherals [Supplied by the College]

1. Dymo LabelWriter 330 or newer and associated printing materials. (SARS Software Products, Inc. recommends continuous feed paper for its cost effectiveness/ PN# 30270.)
2. Bar code reader, magnetic stripe reader, or touch screen (for student self-serve options)

Optional Texting Option of SARS·GRID and SARS·ALRT [Supplied by the College]

1. Multi-tech iSMS Server (4 or 8-Port based upon anticipated usage. (SARS Software Products, Inc. recommends a minimum of 4.)
2. Sim Card and monthly Texting Plan with T-Mobile. (**Note**: This option may be contracted for through SARS Software Products, Inc., but is not included in the cost proposal, since the college has not requested a proposal for text messaging.)

39. Describe how the system may be backed up and recovered.

Several back up options are available. The college could use the Microsoft SQL Server native backup. Microsoft SQL Server also supports backups to tape back up devices. The college could also use a third party backup option, as desired.

40. Describe how data can be archived off the system and available for review as needed.

While the application has the ability to archive Reason Codes, Schedule Codes and eAdvising questions, it hides this information from view but retains it in the database for reactivation and

reporting purposes. With regard to completely removing data from the production system, some colleges achieve this by removing the old data in the production database after making a duplicate copy of the database. Typically, however, colleges retain unlimited amounts of student history in the database for research and accreditation purposes.

Training, Updates, and Support:

41. Describe your plan to provide training of individuals to install the software and any PC/Web clients, configure the interface with Banner and Luminis; administer the system and its users; configure the system for use in each location; setup, assign and manage appointments; run reports and printouts; and archive old data

Prior to the on-site training for users, decision makers from applicable work units have attended three SARS·GRID Workbook calls, each of a two-hour duration, to receive guidance on completing the worksheets in the *SARS·GRID Workbook for Administrators.* Managers receive an explanation of each worksheet, make the decisions that are presented therein for their own location, and record their responses in the spaces provided. The decisions pertain to screen-to-screen customization of the software for usage, such as determining the start and stop times of the scheduling screen, establishing a list of reasons why students seek advising assistance, determining whether to use the appointment notification feature, and determining whether a same day canceled appointment should become available for another student.

SARS·GRID User Training
For SARS·GRID users, the following training modules are provided for a fee:

1. System Administrator Training (1day hands-on per work unit): The System Administrator for the designated work unit configures the system for his/her own location by, for example, entering the values from the worksheets on the maintenance tables, entering users and permissions, and building master schedules as well as adding data to the scheduling screen. Users also learn how to make changes to the configuration, archive obsolete schedule codes and reason codes, inactivate advisors, and set up the Additional Information screen to receive information from Banner.

2. Basic Scheduler Class (2¾ hour lecture): Users learn how to perform routine scheduling functions, such as making, moving, and canceling appointments as well as recording attendance. Not only do users learn how to set up, assign and manage appointments, but they also learn how to register walk-in students on a queue for services and assign them to an advisor. The methods for making daily adjustments to advisors' schedules are also addressed.

3. Reports Class (1 hour lecture): Users receive an overview of reports and learn how to generate reports for viewing, printing or exporting.

4. Advisor/Counselor/Specialist Class (3½ hour lecture): Users learn about the features they will be using in their advising capacity.

SARS·GRID Technical Training
For SARS·GRID, technical training is conducted remotely at no cost and covers the following topics:

- Product installation overview (Server and client)
- File structure on server - Identify the critical files
- Methods for receiving software updates (Auto update feature and manual update)
- Data needed for SARS software applications overview (student demographic data and other

information)

- Method for making data available for use in system (SARS·CONNECT interface with Banner/SARS side only); Flat file - automatic (schedule the task) / manual; or ODBC)
- Upload data from SARS to Banner ((SARS·CONNECT interface with Banner or flat file transfer)
- SARS·CHAT server
- Disaster recovery plan (Maintenance plan for backing up SQL database and backup copy of other files)
- LDAP authentication
- User accounts in SARS·GRID - Create user for IT use
- Features of SARS·GRID available to implement (Web access for students (e·SARS) and Web access for advisors (MY GRID)
- Services/processes (for example, e-mail service) to be run and how to start/stop those processes

SARS Software Products, Inc. will perform the entire SARS·GRID software installation on the server if the college provides remote access; thus, the college need only invest minimal staff resources to configure a location on the server for the SARS products to reside. No staffing is required to perform client installs because we build a custom MSI that can be pushed to designated client PCs via Active Directory or a comparable tool. Once the initial installation is complete, the actual user can then have limited rights on the client PC and the software still functions normally. For example, we usually install the software in the C:\program files\sarsgrid directory. However, if the user does not have write and create access to that location, then the program automatically uses the temp directory to house the files.

With regard to SARS·CONNECT, a SARS technical consultant installs the SARS integration with Banner and configures the solution for SARS. A SunGard HE technical consultant needs to work with college IT staff to configure/implement the Banner side.

With regard to completely removing data from the production system, we will assist your IT staff upon request. Training on how to "archive" Reason Codes, Schedule Codes and eAdvising questions is covered during the System Administrator Training.

42. How frequently do upgrades occur? Describe a typical upgrade process. Does the College control when to upgrade the software? What support is provided during the upgrade process? Are customizations affected by any upgrades? If so, who is responsible for the work to re-customize?

Frequency of Upgrades

The frequency of major updates is annually, whereas the frequency of minor updates and patches are throughout the year. No download time is required. Enhancements and bug fixes have been fully tested prior to their release.

Upgrade Process

No staffing is required. SARS Software Products, Inc. has established an automatic update feature for installing updates. When using the automatic process, the following procedures occur: (1) SARS Software Products, Inc. places updates on its Update Server. (2) The SARS automatic update feature that resides on the college server checks nightly with the SARS Update Server. (3) When updates are found, they are automatically downloaded. (4) The SARS Update Server sends an e-mail to technical staff and the end-user liaison, notifying of the successful update and providing the link to our website's Product Updates section where information about the enhancements and bug fixes is posted. (5) Our database records the event in detail. (6) Updates are automatically propagated to the client PCs as clients log into SARS. [In those instances when the update requires a database change, the SARS update

program downloads the script, placing it on the college's SARS server. The DBA at the college runs the SQL script to modify the database, and the update process will automatically occur the next evening. The college may elect not to use the automatic process (see details below).

College Determination When to Upgrade

If the college elects not to use the automatic process, the following procedures occur: (1) the SARS Update Server sends an e-mail notification of the updates to designated technical staff and the end-user liaison. (2) Technical staff performs the update manually by running the SARS update utility and clicking on the Update button, or schedules time for SARS Software Products, Inc. to perform the update for them. [In those instances when the update requires a database change, the SARS update program downloads the SQL script to modify the database, placing it on the college's SARS server. The DBA at the college runs the script to update the database. Then, technical staff clicks on the Update button to complete the update process.] (3) When the update is completed, the SARS Update Server sends an e-mail to technical staff and the end-user liaison with a link to our website where information about the enhancements and bug fixes is posted. (4) Updates are automatically propagated to the clients PCs when they next log into SARS.

Support during Upgrade Process

College may schedule time for SARS Software Products, Inc. to perform the update for them at no cost. If college performs update manually, SARS technicians are available to assist. College may call "on-the-spot" or schedule an appointment.

Customizations

Typically, customizations are not affected by any upgrades. If customizations have been programmed by SARS Software Products, Inc., then we assume the responsibility to adjust the customizations where necessary. If customizations have been programmed by the college, then SARS will assist the college in making adjustments to the customizations where necessary.

43. Describe your Customer Support policy. Include information about service level agreements, escalation policies, and hours of operation.

We enter into a formal service (support) agreement with our clients for each product purchased. For SARS·GRID and SARS·ALRT, the initial year's Support Agreement is included in the purchase price (Software License) of the product. Each year thereafter clients may renew their Support Agreement. Clients who maintain a current Support Agreement also receive updates and patches at no additional cost.

Support includes assistance by answering questions regarding the use of the software as well as helping identify, verify, and resolve problems. Support assistance may be requested by telephone, fax or e-mail by college technical staff and by the end-user designated under the Support Agreement for the specified product as the liaison with our office for support requests.

The college may grant SARS Software Products, Inc. permission to assist designated liaisons online using one or more of the following methods: (1) GoToAssist; (2) GoToMeeting for multiple locations; (3) VPN connection with remote desktop connection if provided by the college; or (4) special method as provided by college. GoToAssist allows for a more meaningful interaction between the college liaisons and the SARS technician who can, as a result, view the desktop of the caller.

While SARS Software Products, Inc. has Levels 1, 2 and 3 support, most of our support is at Levels 2 and 3. The level of support provided to clients is not fee-based. Rather, the service agreement provides clients access to all levels of support, as needed. No differentiation is made.

Support incidences are typically handled and resolved "on the spot" as a part of the initial

telephone call. A call may be escalated, as needed, to another technical team member for diagnosis and resolution. When the complexity or scope of the issue does not permit an immediate response, our operating procedures dictate that we make the issue a top priority and that we utilize all available staff resources to achieve expeditious resolution. Our customer support and programming staff work as a team so that our entire resources, as needed, are available to address customer support issues.

While the Support Agreement defines the principal period of maintenance as 8:30 a.m. to 5:00 p.m. PST/PDT, Monday through Friday, excluding designated holidays, customer support staff arrive at the very latest by 6:30 a.m. (PT) to support our Eastern and Atlantic time-zone clients and work as late as 7:00 p.m. to support our Pacific and Hawaii time-zone clients and on holidays to support our clients outside of the U.S. Additionally, calls are answered any time staff is in the office, such as before 6:30 a.m. or on weekends. Our programmers, who also provide customer support, frequently work beyond 6:00 p.m. Questions received via e-mail are typically answered on the same day. However, an e-mail received at 8:00 p.m. may not be answered until 6:30 a.m. the following day. If the college requests a change to the system (for example, migrating to a different server) which could require some down time, SARS Software Products, Inc. will make best effort to accommodate the college's preferred time of day, including off-hours and weekends, to provide assistance.

44. Detail any support levels options available to the College. Identify what level is included with the product and those levels available at an additional cost. Note: specific costs are to be included within the cost proposal as options.

We offer unlimited telephone and email support during the period of the Support Agreement with a simple annual cost structure and regardless of time of day. The initial year of maintenance is included in the software license fee for SARS·GRID and SARS·ALRT. Each year thereafter, the college may renew its support agreement for the then-published renewal rate.

Each currently maintained support agreement includes the following maintenance options at no additional cost, regardless of the time of day assistance is provided:

- Software updates, patches and new releases. The process to receive updates, patches and new releases may be automatic. Updates require a database update; a script is included with the update that allows the DBA at the college to run the script which updates the database. SARS Software Products, Inc. will perform this function at request of college, if necessary access is provided, and we make our best efforts to perform the updates during off hours to minimize disruption.

- Assisting with structural change (i.e., replacing a server). SARS Software Products, Inc. will make our best efforts to accommodate the college's preferred time of day, including off-hours and weekends, to provide assistance. While we will assist as an on-the-spot activity to meet the client's availability, we recommend that this activity be scheduled to ensure availability of SARS staff.

45. Can users and administrators contact Support representatives via e-mail or log inquiries online during non-business hours?

The Support Agreement permits IT staff and a designated end-user liaison to contact our support representatives. While the Support Agreement defines the principal period of maintenance as 8:30 a.m. to 5:00 p.m. PST/PDT, Monday through Friday, customer support staff arrive at the very latest by 6:30 a.m. (PT) to support our Eastern and Atlantic time-zone clients and work as late as 7:00 p.m. to support our Pacific and Hawaii time-zone clients. Additionally, calls and e-mails are answered any time technicians and programmers are in the office, such as before 6:30

a.m., after 7:00 p.m., on weekends, and on holidays to support our clients outside the U.S. We do not provide the ability to log inquires online in lieu of e-mailing.

46. Explain your technical support and problem resolution procedure.

Our technical support manager reviews incoming e-mail and assigns each item to appropriate specialists on the technical team.

Technical staff members are assigned phone duty rotation to answer incoming telephone calls. Those answering incoming calls are mostly support level 2 and 3 staff.

Support incidences are typically handled and resolved "on the spot" as a part of the initial telephone call. A call may be escalated, as needed, to another technical team member for diagnosis and resolution during the same phone session. When the complexity or scope of the issue does not permit an immediate response, our operating procedures dictate that we make the issue a top priority and that we utilize all available staff resources to achieve expeditious resolution. Our customer support and programming staff work as a team so that our entire resources, as needed, are available to address customer support issues.

If the problem that has been reported is a bug, action is taken expeditiously to remedy the bug, test the fix, and then update clients with the patch. The SARS systems produce an error log any time some unforeseen event happens in the client's system. SARS Software Products, Inc. Quality Assurance staff review the error logs on a regular basis. The error logs are also used to help diagnose any reported problem.

Technical and programming staff members use the Microsoft CRM package to record and manage outstanding issues in order to achieve timely resolution. The technical support manager in his oversight responsibility further ensures appropriate and timely problem resolution.

47. Describe the availability of a Help Desk. Does the solution include reporting tools based on usage level, question type, resolution statistics, required resolution time, unresolved inquiry tracking? Is the average response time for all service requests able to be measured? Are end users able to track the progress of a trouble ticket? Is the Help Desk operated directly rather than by a contracted third party? Does it track product enhancements/refinement suggestions?

The Help Desk is operated directly by SARS Software Products, Inc. It uses the Microsoft Dynamics CRM.

Our continuing research and development is a collaborative effort with our clients who identify their needs and make recommendations for enhancements. The recommendations from colleges are recorded by activity type in the CRM pending a product design review. If the recommendation is warranted, status of the project is tracked using the CRM.

Our protocol is to handle and resolve support incidences "on-the-spot". The few support incidences that are not resolved during the initial telephone or e-mail contact are recorded in the CRM. While the SARS technical support manager monitors pending items as well as resolutions, the end-user has not been given the ability to track the progress of a trouble ticket. Since the majority of our support incidences are resolved while the user is on the telephone or via our first e-mail response, we have not tracked support incidences by the criteria identified above.

48. Describe any on-line help capability available for system users. Is there a self-help guide, forum, or knowledge base available to the user community?

Each SARS product has a User Manual. For SARS·GRID, the User Manual is only one tool that can be used by SARS·GRID users. Other tools that come with SARS·GRID are: the Workbook for Administrators, Quick Guide for Schedulers, and Quick Guide for Advisors. One printed copy of the documentation is provided with the software license purchase.

Each product also has an extensive on-line Help file that may be accessed by pressing F1 from any screen. There are four ways to use the Help feature: Contents, Index, Search, and Glossary.

Furthermore, SARS Software Products, Inc. has a web site containing information for clients, including FAQs, usage tips and detailed information on product updates. The website is also used as a vehicle for clients to download the above referenced documentation and to play the "What's New" tutorials. A forum and knowledge base is currently under construction.

Section III
Technical Requirements - Early Alert Option

System Functionality:	

1. Describe the features of your software that supports the Early Alert system as required by the college in the sections above.

SARS·ALRT is our Early Alert application that is designed to promote success and retention. This web-based software enables faculty/staff to identify students who are having difficulties, connect them with campus services that can provide appropriate interventions, and receive feedback on actions taken.

Faculty/staff use this early alert referral system whenever a student is identified as having a problem in one or more of the following areas (these are examples only):

- Academic: Attendance problems, missed tests or assignments, low quality work products, poor test performance, poor performance on class content, or poor basic reading/writing/ math skills.
- Behavioral: Poor time management, study skills, or test-taking skills.
- Personal: Financial problems, outside work conflicts, adjustment difficulties, drastic changes in student's appearance, or change in student's demeanor.
- Enrollment: Enrolled but never attended class, or stopped attending without dropping class.

SARS·ALRT integrates with the SARS·GRID scheduling and drop-in registration system, as well as with the SARS·TRAK student self-serve and automated check-in/check-out system. As a student follows up on recommended activities, the activities are recorded in the SARS database(s). (Note: SARS·TRAK is a separate application that allows students self-service check-in/check-out capability. It is not part of this cost proposal.)

Note: Throughout this document, the words advisor, counselor, specialist and tutor are used interchangeably. Similarly, the words department, office and Location refer to a work unit that uses a single scheduling screen to display all advisors in that single work unit, and these terms are used interchangeably.

SARS·ALRT provides a variety of options for dealing with concerns about students.

- Sends an e-mail message to the student in which the concern is described and the student is encouraged to take advantage of the listed services.
- Sends additional e-mail messages to the various departments or services that are available to provide appropriate interventions.
- Establishes popup notifications that will be displayed in SARS·GRID whenever a counselor brings up that student's information or when an appointment is made for a student.

Reports track referrals and the satisfaction of early alert requirements or recommendations.

An add-on Text Messaging component is available with the option to send a text message to students notifying them of any Early Alerts and send a reminder text message to students when they have not followed up on pending alert actions. (Note: The Text Messaging add-on is not part of this cost proposal.)

SARS·ALRT software meets the requirements for an Early Alert system for your college. It is a rules-based system with the capacity to service a large college using a single site license (production instance). It has a secure authentication process for managing access, and a role-based authorization process for providing access to system functions.

It relies on the SARS relationship database system that enables users to retrieve, display and update student information with Banner systems. It includes an SQL/ODBC capability for reporting, data extracts, and batch updates.

2. Describe how faculty and support service administrators identify at-risk students and at-risk behavior.

Any faculty or staff member may use SARS·ALRT to identify a concern and make a referral for service, if that individual is giving access to the user-side of the application. This simply requires that the user have a User Name and Password to gain access to the Early Alert Referral Form. (The Early Alert Referral Form may also be made available through SARS·GRID.) Typically, faculty and instructors would be able to recognize if any student in their classes is having a problem being successful in a class that may be caused by academic, behavioral, financial or personal issues. The referral form becomes the vehicle for initiating communication and request for the student to follow up with the service(s) to which the student is referred.

Prior to going "live," the system administrator establishes a customized list of concerns that reflects possible reasons that may be inhibiting the student's success. Examples of concerns include: needs assistance with reading/writing skills, excessive absences, missed tests and major assignments. These concerns are tied to service areas, such as, counseling, the learning center, financial aid). Service areas are tied to actions and include: trigger e-mail or text message to student, send e-mail to referring department, create a pop-up alert in SARS·GRID that will be seen by an advisor or other staff member when the student's name and ID number are entered on SARS·GRID or MY GRID, and add early alert information to the students Additional Information screen in SARS·GRID.

To facilitate ease of use, the system administrator establishes templates for the e-mail communication with the student, as well as with the servicing department. The system administrator may also elect to make a space available so that faculty/staff can write a personal message to the student.

Once the application has been set up, the system goes on automatic as soon as an early alert referral is made.

3. Describe how the early alerts are generated and provided to students, faculty, and support service administrators. Include what communications formats are available (email, portal messages, extracts for letter generation, text messaging, etc...)

(1) Faculty/staff logs in to SARS·ALRT and completes an easy-to-use Early Alert form.
(2) An e-mail is automatically sent to the student.
(3) An e-mail is automatically sent to the campus support services to which student is referred.
(4) The student makes an appointment, registers for a walk-in visit, or signs into the lab, depending on the recommended service referral, at which time a message identifying the student's status as an early alert student is displayed.
(5) The student is seen by staff.
(6) After the student's attendance is marked for the reason(s) linked to the concern in the referral, the referring faculty/staff automatically receive notification that the specific concern has been satisfied.

(7) If concerns remain unsatisfied, the system notifies the student of the concerns that have not yet been satisfied. This is useful when more than one action is recommended for a student, since the system tracks satisfaction of each action separately.
(8) When all concerns have been satisfied, the alert is closed, but referring faculty/staff may review the status as desired.

E-mail and/or text messaging may be established as the method(s) of communication to students when faculty/staff use the early alert referral system to identify student who are having a problem. (Note: The text messaging option is offered at an additional cost to SARS·ALRT and not specified in the proposal.)

Since SARS·ALRT is integrated with SARS·GRID, a pop-up message notification is displayed to staff for every designated early alert student during appointment scheduling, walk-in registration, or lab check-in (via SARS·TRAK). Once the student attends the appointment or walk-in visit for the reason associated with the concern, a confirmation is automatically e-mailed to the faculty member who made the referral.

Note: SARS·TRAK is a student self-service system for checking in and out of services. While mentioned here, this application is not included in the cost proposal.

4. Describe the configuration options for defining at-risk behavioral indicators (e.g late for class, low exam scores, etc. . .) intervention recommendations, and any other rules the govern system functionality.

The configuration options are entirely open and flexible to the system administrator at the college when setting up SARS·ALRT. The system administrator establishes each concern and assigns to each concern one or more services to which a student will be referred automatically, if the referring user selects that concern. Each concern is linked to a Reason Code. When a student's attendance is recorded for the selected Reason Code, the concern will automatically be marked in SARS·ALRT as having been satisfied.

In addition, concerns may be grouped into what are called Concern Groups. Examples of Concern Groups are: Academic, Behavioral, Enrollment, and Personal. Further, services may be grouped into Service Groups. Examples of Service Groups are: Student Services, Tutoring, and Health Center. These groupings facilitate completion of the referral form.

5. Is it possible to link the software to faculty class rosters by course sections and numbers each semester? If so, describe how this can be configured.

Class data, including courses, sections, numbers and instructor names are continuously imported in real time from Banner and stored in the SARS database. This linkage is achieved most efficiently through SARS·CONNECT, the interface utility between Banner and SARS.

We note that the college expects the Early Alert system to integrate with SunGard's Degree Works. We currently interface with Luminis Portal and with Banner ERP, and we are able to add Degree Works if SunGard is willing. Because we already have an established relationship with SunGard, we expect that this could easily be accomplished.

6. What is the process for an advisor to confirm with faculty that an action has taken place as a result of an alert? Are the results of session automatically sent back to the originating faculty member?

SARS·ALRT has been designed so that an advisor does not need to do anything to confirm to a

faculty member that an action has taken place as a result of an alert. The system is entirely automatic. On the SARS·GRID side, every time a designated early alert student schedules an appointment or registers for a walk-in visit, a pop-up message is displayed, identifying the student as an early alert student. When the student attends the appointment or walk-in session for the reason(s) associated with the early alert concerns, an email confirmation that the student met with the advisor for the specified reason(s) is automatically sent to the referring faculty. However, for confidentiality purposes, the details of the session are not shared with the originating faculty member.

7. Describe the system's compliance with the American Disability Act and any specific accommodations for individuals with disabilities.

We meet ADA Guidelines in accordance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d) in most respects for students and end-users. User-provided screen readers will provide text-to-speech for visually-impaired users the same way that they would for any web browser content. Users may change the font size to make text larger as they would for any web browser. Back office administrative functions and IT functions are exempt from Section 508 requirements.

8. Describe the system's reporting capabilities. Can faculty, advisors, or administrators build their own *ad hoc* reports?

The Reports option in SARS·ALRT allows users to track referrals and the status/satisfaction of early alert requirements. These reports may be viewed on screen or they may be printed.

The following standard SARS·ALRT reports are available and a few are discussed in detail in order to illustrate their value:

- Alerts By Date Range
- Alerts by Instructor
- Concern/Service Relationships
- Concern Summary
- Service Referrals
- Service Summary
- Print Alert Letters

The *Alerts by Date Range Report* displays, for a selected date range, either a detail or summary listing of the status of alerts for each student. The detail version displays, for each Instructor, Course/Section/, student ID, and Student Name, a list of concerns with an indication of whether each concern is satisfied (YES) or not (NO). The summary version displays each Instructor, Course/Section, Student ID and Student Name, as well as a total of students for which alerts exist (in either open or closed status).

The *Alerts by Instructor Report* displays, for a selected date range and instructor, the status of concerns for students in the instructor's courses. The Detail version of the report displays the instructor name, the course and section number, the ID and name of the student, a list of concerns for that student, with an indication of whether each concern has been satisfied. The Summary version of the report displays the Instructor, Course/Section, Student ID and Student Name, and includes a total number of closed and open alerts.

The *Concern Summary Report* is used to display, for a selected date range, the total number of occurrences for each concern.

The *Service Referrals Report* is used to display, for a selected date range and service, a list of

services. For each service, the referral date, Student ID, Student Name and status of the referral (satisfied or not satisfied) is listed.

The *Service Summary Report* is used to display, for a selected date range, a list of services and the total number of occurrences for each service.

Faculty and staff may also review on screen, without the need to generate a report, the status of an early alert referral student to see whether the student has followed up on recommended actions.

Faculty and staff may, in addition, use third party software to customize their own reports.

9. Describe what data elements are stored on each student. Are these customizable?

The following data elements are stored on each student.

- Student ID
- Student Name
- Birth Date
- Home Phone
- Contact Phone
- Address 1
- City
- State
- Zip
- Email address
- Additional Info [multiple options]. These are customizable data elements.
- Alerts [multiple options]
- Notes [multiple options]
- Student ID – Student ID
- Student Name –Full
- Courses – Subject
- Courses – Course
- Courses – Course Description
- Courses – Section
- Courses – Section Description
- Courses – Section Alt ID
- Courses – Section Start Date
- Courses – Section Stop Date
- Courses – Section Schedule
- Courses – Section Course Type
- Courses – Section Meeting Time
- Courses – Course Credits – Min
- Courses – Course Credits – Max
- Courses – Course Credits – Actual
- Courses – Lab Required
- Courses – Lab Hours
- Instructor – School ID
- Instructor – Name

Data Interfaces to other systems:

10. Describe how your software can exchange data and/or interface with Banner version 8 and version 9.

SARS·CONNECT is a SARS web service that was developed in conjunction with SunGard Higher Education that operates to make real time connections between SARS databases and the Banner (versions 8 and higher) database for the exchange of student data. Since SARS·ALRT is a SARS database, the connection works the same way as with SARS·GRID.

The features include the following:

- The Banner-to-SARS integration process sends changes to student information made in Banner to the SARS database(s), including new records, updated records, and new term updates.
- The SARS-to-Banner integration process sends data about appointments, drop-ins and positive lab attendance captured in SARS back to Banner.
- Banner uses the information provided by SARS to maintain the Service Assignment page of the SEADETL form. Banner also saves each transaction into an event table developed specifically for the SARS integration as a log/reporting table.
- A Banner-designed AddStudentService Web Service uses a mapping table that ensures that data exchanged between the two systems populates the correct database fields.
- A channel created in Luminis Platform IV and V (the Banner portal) simplifies the integration process.
- The integration supports both batch synchronization and event messaging for data integration from Banner to SARS.

SARS further has the capability to link directly in real time access (ODBC) to student data stored in the school's host computer. This linkage automatically brings all predefined student information into the system, if available, at the time the appointment is scheduled.

Finally, an import program that may be configured to provide/transfer data from the college's host computer to SARS.

11. Can your database be accessed using SQL and a standard database connector for viewing and updating?

Our software is fully compatible with all versions of SQL Server from 6.5 through 2008 R2 (the most current version).

12. How does the system provide the ability to export data to various formats, including Excel?

SARS·ALRT referral data cannot be exported to other formats. However, any follow up activity that occurs as a result of a referral (e.g., appointments) become a part of the student's history in the SARS database and may be exported via SARS·GRID reports to one of the following formats:

PDF Files (*.PDF)
Excel Files (*.XLS)
Text Files (*.CSV)
HTML Files (*.HTM)
Rich Text Files (*.RTF)
Tiff Files (*.TIF)
Raw Data (*.CSV)

Furthermore, users may create their own reports beyond what is provided using a third party reporting tool (report writer), such as MsAccess or Crystal Reports. To facilitate custom data reporting, our products use a non-proprietary database. Using reporting writing tools, end-users may create scripts or programs to build reports and save them in order to re-run on an as needed basis.

13. Does your software interface with Luminis IV and V for Single Sign On?

SARS Software Products, Inc., a Collaborative Partner with SunGard HE (Banner), jointly developed a web service that operates to make real time connections to transfer student data between SARS and Banner databases. As part of this collaboration, SunGard HE created a channel for SARS Software Products, Inc. in Luminis Platform IV and V in order to facilitate single sign on.

User Authentication and Authorization:

14. Describe how users are enabled and authenticated within your software.

Our software products have a secure authentication process for managing access and a role-based authorization process for providing permission to system functions. Our software products utilize a proprietary security system which controls user accounts and permissions within our applications. All access to features within our applications are permitted or denied based on user rights assignments. Furthermore, access to data can be controlled to the department level on a per user basis.

SARS·ALRT permits single sign-on authentication of faculty through the Luminis Portal. If you elect not to authenticate through the Luminis portal, you may authenticate through Active Directory, LDAP, or via SARS·ALRT user accounts.

15. Describe how users are authenticated against an external directory service such as Active Directory. Include whether there is a limit on the domains that can be checked.

In addition to our internal security system within our software, the college also has the ability to limit access to the SARS SQL Database(s) to specific Active Directory accounts by utilizing the Windows Authentication option in Microsoft SQL Server.

LDAP authentication is currently supported in the faculty portion of SARS·ALRT for a single domain only. We support both LDAP and LDAPS in addition to native Active Directory authentication. Our implementation of LDAP also has the ability to perform a double-bind.

As discussed in question #14 above, our software also interfaces with Luminis Platform IV and V for Single Sign On authentication.

16. Identify and describe any roles available within your software and how users are assigned to these roles. Include a brief description of the functions each role can handle. Is access to alerts/flags, notes, appointments, etc. based on role assigned by the College? Can these roles be customized or new roles be created?

SARS·ALRT, like SARS·GRID, is "role based." Any number of access code categories based upon role may be established. Access to system data and features is entirely controllable by role. Faculty automatically have the ability to create early alerts and monitor the status of their own alerts, if they have access to the web page that contains the link to the faculty side of the

SARS·ALRT application. On the administrative side of SARS·ALRT, roles may be created and the following access code permission assigned: Access Code Maintenance, Administration, Create Early Alerts, Early Alert Maintenance, Edit Action Templates, Edit Actions, Edit Concerns, Edit Services, Statistical Reports, Term Maintenance, User Maintenance.

While there are separate access codes and access permissions in SARS·ALRT, because the application is linked to SARS·GRID, the SARS·GRID roles and permissions are applicable when the early alert referral flows to SARS·GRID. In SARS·GRID, each department may decide who can do what.

Access by to its own alerts (flags), notes, and appointments, is through SARS·GRID, although since faculty typically are not SARS·GRID users, they do not have such access. Rather, advisors, tutors, and other staff who use SARS·GRID have access to these features. All Alerts, Notes, and appointments are viewable based on the role-based permissions that are granted in SARS·GRID.

17. Describe how access to system data and features is controlled by role.

SARS·ALRT uses a single database.

Access to system data and features is entirely controllable by role. Faculty automatically have the ability to create early alerts and monitor the status of their own alerts, if they have access to the web page that contains the link to the faculty side of the SARS·ALRT application. On the administrative side of SARS·ALRT, roles may be created and the following access code permission assigned: Access Code Maintenance, Administration, Create Early Alerts, Early Alert Maintenance, Edit Action Templates, Edit Actions, Edit Concerns, Edit Services, Statistical Reports, Term Maintenance, User Maintenance.

18. Describe how configuration rules are used to control software functionality.

The security of the system is controlled in large part through the SARS·ALRT administration logon. Access Codes Maintenance and User Maintenance control the security features of SARS·ALRT. Access Codes must be created and specific access permissions must be assigned to each Access Code. Then Users must be created and assigned a specific Access Code. Other administration features include the ability to create action templates for pop-up alerts, emails and additional information, creating and grouping concerns and services, maintaining terms, maintaining alerts, and generating reports. Typically, a system administrator is responsible for this side of the application.

A separate logon provides users access to the faculty side of SARS·ALRT for the purpose of creating and monitoring early alert referrals.

Information Security:

19. Describe how your software supports the College's requirement to protect confidential information from disclosure under applicable laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

We have made concerted efforts to ensure that all of our products are compliant with the applicable student confidentiality requirements of FERPA and HIPAA.

- All reports that include student ID and birth date have an option to suppress that information.
- Faculty are authenticated when they log in to the website through which they may gain access to the faculty side of SARS·ALRT.
- Both a user name and a password are required to access the administrative side of the

system. Any number of access code categories based upon users' roles may be established. Each access code category (for example, system administrator, counselor, manager) is assigned rights to perform or view selected functions by the authorized security administrator; then each user name is assigned to an access code category. This permits customizable password controlled access to sensitive information within the system.

- Security for counselor notes in SARS·GRID is multi-tiered: (1) Users must have a user name and password to access SARS·GRID; (2) Users must be granted access to the Counselor's Grid in order to view, print and write notes about students; (3) Users/counselors may, by default, only view notes recorded about a student in a Location to which he/she has access; and (4) If that location sets the option to allow securing notes on a case-by-case basis, the user may not view a secured note if that user is not the author.
- Confidential information recorded or discussed during early alert interventions is not conveyed back to the referring official. Referral sources can view whether a particular concern has been "satisfied" or "not satisfied." The "satisfied" status is automatically recorded and an email sent to the referring official when the student's attendance at a service site for the specified reason is recorded.

20. Detail the measures for securing and storing the College's confidential data. Detail the levels of encryption that the early system utilizes.

The following is a description of the security used for securing and storing confidential data when using SARS products:

- Database Server: Microsoft SQL Server accepts connection requests via TCP port 1433 by default. This port can be changed if desired. Encryption of connections to and from SQL Server, if desired, is accomplished by the use of an SSL certificate. If additional security is required, we also support the use of Transparent Data Encryption (TDE), which is available with the most recent releases of SQL Server.

- Web Server: By default, Microsoft IIS server communicates externally via TCP port 80, or TCP port 443 if using an SSL certificate.

21. Has a third party firm audited the early alert software for security?

No.

22. Identify any Information Security ISO Certification your software maintains?

None. Any certificates required for security are purchased and maintained by the college. All SARS web components (e·SARS, eAdvising, and MY GRID Web in SARS·GRID, as well as SARS·ALRT) support the use of an SSL certificate.

System Components and Requirements:

23. Can your software support a student population of Suffolk's size with a single production instance? How is the software scaled to additional users?

Many of our clients are successfully running our SARS products at colleges that have student enrollments of 26,000 and up. At those colleges, the applications are being used in multiple departments and on multiple campuses. In fact, some of our colleges maintain in the database the IDs and names for every student who has ever attended the college; therefore, each having upwards of one million students in its database. Ultimately, the performance of our SARS software is dependent upon the reliability and performance of the college's network.

SARS·ALRT is operating at colleges/universities that have a student population (FTEs) of more than 35,000.

24. For locally hosted systems:

- **What operating systems does your server run on?**
- **Provide server and database sizing requirements applicable for an institution of Suffolk's size**
- **Identity all hardware requirements for a user population of the College's size.**
- **Identify the system components required for your system. Include any Web server, database, languages, compilers, utilities, toolsets, and/or plug-in used by the system. Also, identify what components are included in the procurement and those the college needs to provide separately.**
- **Describe how the system may be backed up and recovered.**

Operating Systems
The SARS·ALRT application is hosted by the college. We develop our software to run on Windows based operating systems, including 2000 through 2008R2.

Sizing Assumptions
The standard hardware and software requirements identified below meet the needs of our clients, including those colleges and universities that have a greater student population than that of Suffolk Community College. Some of our colleges and universities have imported the IDs and names for every student who has ever attended; therefore, each having upwards of one million students in its database.

Test and Production Environments
The following is a summary of the hardware and software requirements for the SARS application software for the on-premise hosting at the university. If the test environment is to be physically separate from the production environment, the server used for the test environment should meet the same specifications as that for the production environment. If the test environment is on the same server as the production environment, a separate test database should be created on the production server with a test file share on the production server.

Our level 2 technical staff members are available to assist your IT Department with these decisions.

Software Requirements [Supplied by the College]
1. Microsoft SQL server version 2000 or later. Does not require a dedicated server and can be run in a virtualized environment
2. SSL Certificate if using the web components of the SARS applications.
3. For Macintosh usage, Windows software for the Mac or Citrix software for the server.
4. Colleges must have the *Banner Integration for SARS* module that works in conjunction with the SARS·CONNECT module. For the cost of the *Banner Integration for SARS* module, contact the SunGard HE Banner representative.

Hardware Requirements [Supplied by the College]
Windows Server capable of running Microsoft SQL server software. Recommend a minimum of 4 Gig of system memory and 20 Gig of system hard disk space. Does not require a dedicated server and can be run in a virtualized environment.

1. File server to hold the client files. This can be the same server as the SQL server if necessary. This server needs at max 5 Gig of disk space to hold all the client files as well as updates to these files.
2. For of the web components, the college needs a server running Microsoft's IIS. This server should not be the same server as the one handling the SQL database for security reasons. The amount of disk space required varies depending on the number of SARS web applications to be deployed. The disk space is less than 1 Gig for multiple applications.
3. Client PCs need to have enough free disk space to install the applications and to hold a copy of the programs. This would amount to less than 100 MB of free disk space and at least 1 GB of system memory.

Optional Texting Option of SARS·GRID and SARS·ALRT [Supplied by the College]

1. Multi-tech iSMS Server (4- or 8-Port based upon anticipated usage. (SARS Software Products, Inc. recommends a minimum of four.)
2. Sim Card and monthly Texting Plan with T-Mobile. (Note: This option may be contracted for through SARS Software Products, Inc.)

(Note: The text messaging option is not included in the cost proposal, since the college has not requested a proposal for text messaging.)

Backup and Recovery Options

The backup and recovery options include: (1) SQL Database Backup; and (2) website directories backup on college web server. The college is responsible for backing up the database and the website directories and should follow internally established protocol for backups of data and servers. Database backup should be performed as frequently as feasible, but at least daily.

25. For externally hosted systems:

- **Identify whether external hosting is required or an option.**
- **What is the location of the hosting site? How is the connection made to the system?**
- **What company is providing the hosting environment?**
- **Are there multiple hosting sites available in the event of a location failure**
- **Describe your back up and disaster recovery plan.**
- **How often is system/infrastructure maintenance performed and how is notification provided to customers of scheduled downtime?**
- **How much notice is given before a change in the product is rolled out to users**

SARS·ALRT is not externally hosted. It resides on the college's own server.

26. Can the college install or have multiple instances of your software available for testing and training? Indicate if there is an additional cost for other instances.

Yes. The college may install multiple instances of the software at no additional cost.

27. Describe any browser-based user interface available, including the application functions that can be accomplished within the interface. Are any browser Plug-ins required?

Administrators access SARS·ALRT via a web browser for the purpose of setting up and maintaining the application, as well as generating reports. Faculty/staff access SARS·ALRT via a web browser for the purpose of generating early alert referrals and reviewing the status of those referrals.

The SARS·CONNECT Banner to SARS utility for real-time exchange of student data is a web-service based and PC-based product. The web service based component receives student data in real time from Banner. The PC-based component which sends appointment information to Banner is not applicable to SARS·ALRT.

No browser plug-ins are required.

28. Describe how end-users access your web-based interface, including how it can be presented within the Luminis portal. Include information on any custom channels or portlet built to be presented in Luminis

Users sign in to their own web space through the college's portal. From there, links will be available to the SARS applications.

SARS Software Products, Inc., a Collaborative Partner with SunGard HE (Banner), jointly developed a web service that operates to make connections for student data between SARS and Banner databases. As part of this collaboration, SunGard HE created a custom channel for SARS Software Products, Inc. in Luminis Platform IV and V in order to simplify the integration process.

LDAP authentication is currently supported in the faculty side of the SARS·ALRT application. We support both LDAP and LDAPS in addition to native Active Directory authentication. Our implementation of LDAP also has the ability to perform a double-bind.

In addition to our internal security system, the college also has the ability to limit access to the SARS SQL Database(s) to specific Active Directory accounts by utilizing the Windows Authentication option in Microsoft SQL Server. It is also possible to encrypt client connections to the SQL Server by the use of SSL certificates. The latest versions of Microsoft SQL Server also offer the ability to encrypt the entire database to further enhance security. This capability is called Transparent Data Encryption or TDE.

29. Identify what Browser versions are certified to be used with your software. Include information for: IE, Firefox, Chrome, Safari, and Opera.

SARS·ALRT has been tested and certified to operate on any version of Internet Explorer and Firefox. These are the recommended web browsers.

30. Describe any PC-based user interface included with your software and the functions that can be accomplished within this interface.

There are no PC-based user interfaces for SARS·ALRT. The application is entirely web-based, which is installed on the college's server and run via the user's web browser.

31. For any PC-based interface, identify which operating systems are certified for use with your software (ex. Windows XP, Windows 7, etc...)

All SARS products operate on Windows XP through Windows 7 PC-based systems.

32. For any PC-based interface, describe the options available for automated installation including whether there is an MSI available for remote installation?

There are no PC-based user interfaces for SARS·ALRT. The application is entirely web-based, which is installed on the college's server and run via the user's web browser.

33. How can administrators "purge" content that is no longer relevant while maintaining appropriate history?

The administration side of SARS·ALRT includes an End of Term Cleanup process that can mark any non-completed alerts from the previous term as closed and can remove the SARS-GRID notifications of those alerts as well as reset Additional Information questions.

The system administrator also has the ability to delete college terms that are in the past, as long as no alerts are still connected with that term. In the latter case, the old term may be hidden, but not deleted. At any time, the system administrator may also change or delete conditions and conditions groups, services and services group, and action templates to include only currently relevant options. Appointment history and notes created in SARS·GRID in connection with providing services related to the early alert referral are maintained in the SARS·GRID database.

Faculty/staff who have made referrals may view and update the status of early alerts, which may be retrieved by term. Once an early alert referral issue has been satisfied, the early alert becomes "closed." It remains in the database for reporting purposes, but reports may be generated for either "open" or "closed" referrals.

34. Describe how data can be archived off the system and available for review as needed.

Alerts can be deleted individually. There is no mass delete process. There is an end-of-term clean up process that can mark any non-completed alerts from the previous term as closed and can remove the SARS-GRID notifications of those alerts.

If the college wishes to remove data completely from the production system, we will assist your IT staff upon request. Colleges achieve this by removing the old data in the production database after making a duplicate copy of the database.

Training, Updates, and Support:

35. What is the recommended training curriculum? Are training materials available online? Are training materials able to be reproduced, edited, and presented to fit the College's training needs?

Training consists of one day of remote assistance. The one day is segmented into blocks of time. During the first session, an initial meeting is held during which we present an overview of the application and assign the college the task of deciding on what concerns and services it wants to include, as well as other criteria that will be needed to enter into the application. After those decisions have been made, a second and third session is scheduled. During those sessions, we walk you through the steps of setting up the administrative end of the application. At the end of the sessions, the system will be up and running. All of this can typically be

accomplished in the equivalent of one work day (eight hours).

The college will receive one hard copy of the SARS·ALRT User Manual and SARS·ALRT Preparation Guide. The training handout is e-mailed. In addition, the User Manual and Preparation Guide are available online from our website for download. The website also includes FAQs, usage tips, "What's New" tutorials, and other information about the application, which may be referenced at any time. There is an on-line help file. SARS Software Products, Inc. procedurally grants permission in writing to the college to photocopy the copyrighted material for its exclusive use.

36. How frequently do upgrades occur? Describe a typical upgrade process. Can customers control the timing of software upgrades? What support is provided during the upgrade process? Are customizations affected by any upgrades? If so, who is responsible for the work to re-customize?

Frequency of Upgrades
The frequency of major updates is annually, whereas the frequency of minor updates and patches are throughout the year. No download time is required. Enhancements and bug fixes have been fully tested prior to their release.

Upgrade Process/College Determination When to Upgrade/Support Provided
SARS Software Products, Inc. contacts college designated technical staff to schedule the upgrade/update. SARS Software Products, Inc. will perform the entire SARS·ALRT upgrade/update on the college server if the college provides remote access; thus, the college need only invest minimal staff resources. If SARS is not provided remote access, SARS will send the update files and instructions and college technical staff will perform the upgrade. SARS technicians are available to assist.

Customizations
Typically, customizations are not affected by any upgrades. If customizations have been programmed by SARS Software Products, Inc., then we assume the responsibility to adjust the customizations where necessary. If customizations have been programmed by the college, then SARS will assist the college in making adjustments to the customizations where necessary.

37. Describe your Customer Support policy. Include information about service level agreements, escalation policies, and hours of operation.

We enter into a formal service (support) agreement with our clients for each product purchased. The initial year's Support Agreement for SARS·ALRT is included in the purchase price (Software License) of the product. Each year thereafter clients may renew their Support Agreement. Clients who maintain a current Support Agreement also receive updates and patches at no additional cost.

Support includes assistance by answering questions regarding the use of the software as well as helping to identify, verify, and resolve problems. Support assistance may be requested by telephone, fax or e-mail by college technical staff and by the end-user designated under the Support Agreement for the specified product as the liaison with our office for support requests.

The college may grant SARS Software Products, Inc. permission to assist the designated liaisons online using one or more of the following methods: (1) GoToAssist; (2) GoToMeeting for multiple locations; (3) VPN connection with remote desktop connection if provided by the college; or (4) special method as provided by college. GoToAssist allows for a more meaningful interaction between the college member and the SARS technician who can, as a result, view the desktop of the caller.

While SARS Software Products, Inc. has Levels 1, 2 and 3 support, most of our support is at Levels 2 and 3. The level of support provided to clients is not fee-based. Rather, the service agreement provides clients access to all levels of support, as needed. No differentiation is made.

Support incidences are typically handled and resolved "on the spot" as a part of the initial telephone call. A call may be escalated, as needed, to another technical team member for diagnosis and resolution. When the complexity or scope of the issue does not permit an immediate response, our operating procedures dictate that we make the issue a top priority and that we utilize all available staff resources to achieve expeditious resolution. Our customer support and programming staff work as a team so that our entire resources, as needed, are available to address customer support issues.

While the Support Agreement defines the principal period of maintenance as 8:30 a.m. to 5:00 p.m. PST/PDT, Monday through Friday, excluding designated holidays, customer support staff arrive at the very latest by 6:30 a.m. (PT) to support our Eastern and Atlantic time-zone clients and work as late as 7:00 p.m. to support our Pacific and Hawaii time-zone clients. Additionally, calls are answered any time staff is in the office, such as before 6:30 a.m. or on weekends as well as on holidays. Our programmers, who also provide customer support, frequently work beyond 7:00 p.m. Questions received via e-mail are typically answered on the same day. However, an e-mail received at 8:00 p.m. may not be answered until 6:30 a.m. the following day. If the college requests a change to the system (for example, migrating to a different server) which could require some down time, SARS Software Products, Inc. will make best effort to accommodate the college's preferred time of day, including off-hours and weekends, to provide assistance.

38. Detail any support levels options available to the College. Identify what level is included with the product and those levels available at an additional cost. <u>Note:</u> specific costs are to be included within the cost proposal as options.

We offer unlimited telephone and email support during the period of the Support Agreement with a simple annual cost structure and regardless of time of day. The initial year of maintenance is included in the software license fee SARS·ALRT. Each year thereafter, the college may renew its support agreement for the then-published renewal rate.

Each currently maintained support agreement includes the following maintenance options at no additional cost, regardless of the time of day assistance is provided:

- Software updates, patches and new releases. The process to receive updates, patches and new releases may be automatic. Updates require a database update; a script is included with the update, which allows the DBA at the college to run the script, which updates the database. SARS Software Products, Inc. will perform this function at request of college, if necessary access is provided, and we make our best efforts to perform the updates during off hours to minimize disruption.

- Assisting with structural change (i.e., replacing a server). SARS Software Products, Inc. will make our best efforts to accommodate the college's preferred time of day, including off-hours and weekends, to provide assistance. While we will assist as an on-the-spot activity to meet the client's availability, we recommend that this activity be scheduled to ensure availability of SARS staff.

39. Can users and administrators contact Support representatives via e-mail or log inquiries online during non-business hours?

The Support Agreement permits IT staff and a designated end-user liaison to contact our support representatives. While the Support Agreement defines the principal period of maintenance as 8:30 a.m. to 5:00 p.m. PST/PDT, Monday through Friday, customer support staff arrive at the very latest by 6:30 a.m. (PT) to support our Eastern and Atlantic time-zone clients and work as late as 7:00 p.m. to support our Pacific and Hawaii time-zone clients. Additionally, calls and e-mails are answered any time technicians and programmers are in the office, such as before 6:30 a.m., after 7:00 p.m., on weekends, and on holidays to support our clients outside the U.S. We do not provide the ability to log inquires online in lieu of e-mailing.

40. Explain your technical support and problem resolution procedure.

Our technical support manager reviews incoming e-mail and assigns each item to appropriate specialists on the technical team.

Technical staff members are assigned phone duty rotation to answer incoming telephone calls. Those answering incoming calls are mostly level 2 and 3 staff.

Support incidences are typically handled and resolved "on the spot" as a part of the initial telephone call. A call may be escalated, as needed, to another technical team member for diagnosis and resolution during the same phone session. When the complexity or scope of the issue does not permit an immediate response, our operating procedures dictate that we make the issue a top priority and that we utilize all available staff resources to achieve expeditious resolution. Our customer support and programming staff work as a team so that our entire resources, as needed, are available to address customer support issues.

If the problem that has been reported is a bug, action is taken expeditiously to remedy the bug, test the fix, and then update clients with the patch. The SARS systems produce an error log any time some unforeseen event happens in the client's system. SARS Software Products, Inc. Quality Assurance staff review the error logs on a regular basis. The error logs are also used to help diagnose any reported problem.

Technical and programming staff members use the Microsoft CRM package to record and manage outstanding issues in order to achieve timely resolution. The technical support manager in his oversight responsibility further ensures appropriate and timely problem resolution.

41. Describe the availability of a Help Desk. Does the solution include reporting tools based on usage level, question type, resolution statistics, required resolution time, unresolved inquiry tracking? Is the average response time for all service requests able to be measured? Are end users able to track the progress of a trouble ticket? Is the Help Desk operated directly rather than by a contracted third party? Does it track product enhancements/refinement suggestions?

The Help Desk is operated directly by SARS Software Products, Inc. It uses the Microsoft Dynamics CRM.

Our protocol is to handle and resolve support incidences "on-the-spot". The few support incidences that are not resolved during the initial telephone or e-mail contact are recorded in the CRM. While the SARS technical support manager monitors pending items as well as resolutions, the end-user has not been given the ability to track the progress of a trouble ticket. Since the

majority of our support incidences are resolved while the user is on the telephone or via our first e-mail response, we have not tracked support incidences by the criteria identified above.

Our continuing research and development is a collaborative effort with our clients who identify their needs and make recommendations for enhancements. The recommendations from colleges are recorded by activity type in the CRM pending a product design review. If the recommendation is warranted, status of the project is tracked using the CRM.

42. Describe any on-line help capability available for system users. Is there a self-help guide, forum, or knowledge base available to the user community?

Each SARS product has a User Manual. Additionally, SARS·ALRT has a Preparation Guide. One printed copy of the documentation is provided with the software license purchase.

Each product also has an extensive on-line Help file that may be accessed by pressing F1 from any screen. There are four ways to use the Help feature: Contents, Index, Search, and Glossary.

Furthermore, SARS Software Products, Inc. has a web site containing information for clients, including FAQs, usage tips and detailed information on product updates. The website is also used as a vehicle for clients to download the above referenced documentation and to play the "What's New" tutorials. A forum and knowledge base is currently under construction.

END OF TEXT FOR SECTION III

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

a. Contractor shall prepare and present an invoice to the College. Invoices 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

Not to exceed $31,535.00.
Additional days of on-site training costs to be determined.
See Attachment B.

End of Text for Exhibit E

SARS SOFTWARE PRODUCTS, INC.
P. O. BOX 653
MILL VALLEY, CALIFORNIA 94942

PHONE: (415) 226-0040 • FAX: (415) 226-0038 • E-MAIL: marketing@sarsgrid.com

SECTION IV - COST PROPOSAL

Request for Proposals (RFP)
for
A Testing and Advising Appointment Software System
with an Option to Include an Early Alert System
at
Suffolk County Community College

Law No. 12-CC-Testing-Advising
Advertised: February 9, 2012

ITEM	QTY	UNIT PRICE	SALES TAX	EXTENDED PRICE
SARS·GRID includes: • 1 Software License – unlimited use per college • 1 set of documentation (user manual, workbook and quick guides)	1	$15,000.00	N/A	$15,000.00
SARS·GRID Support Fee • 1 year of remote customer support to 1 user liaison + IT • 1 year of product upgrades	1	included	N/A	included

SARS·GRID TRAINING:

(1) Daily fee for on-site training includes two trainers.
(2) Any on-site requires minimum two consecutive days.
(3) There is no charge to the college for trainers' travel expenses.

NUMBER OF TRAINING DAYS TO BE DETERMINED BY COLLEGE: The training costs are dependent upon the number of work units that require set-up assistance from SARS Software Products, Inc. Each work unit is the equivalent of one scheduling screen (otherwise known as a Location). The scheduling screen contains columns for appointments and activities of all individuals in the applicable Location. Each scheduling screen needs to go through a one-time set up (referred to as System Administrator training in the discussion at Section III a. 41, Training, Updates, and Support).

The college needs to determine the number of work units for the on-site training. For example, the college may decide to include Career Services on the same scheduling screen as Academic Advising, but establish Counseling as a separate screen. The determination to establish a separate Location often occurs because of the following circumstances: (1) For reporting purposes where it is advantageous to maintain separate data rather than the data being commingled with data from other work units/programs, such as for EOP or TRIO, or (2) For confidentiality reasons. For example, if Disability Services does not wish counselors from outside work units to be aware of this special population group; and (3) When the basic framework of the scheduling screen differs, such as hours of operation, reasons for service, different physical sites (different campuses).

SARS·GRID <u>On-site</u> Training Minimum Number of Days: 2 • Conduct three lectures allowing unlimited attendance: (1) Scheduling Lecture; (2) Reports Lecture; and (3) Counselor/Specialist Lecture • Work with the system administrator of the specific work unit to set up own Location (referred to as System Administrator training). Maximum of two work units to be set up: # 1 = Counseling - Ammerman Campus # 2 = Counseling - Grant Campus • Excludes practice sessions with counselors/specialists and schedulers.	2	2,000.00	N/A	4,000.00
On each additional on-site day, • work with/set up two additional SARS·GRID work units • Excludes lectures as conducted on previous days • Excludes practice sessions with counselors/specialists and schedulers. # 1 = Counseling - Eastern Campus # 2 = Testing - Ammerman Campus	1	2,000.00	N/A	2,000.00
On each additional on-site day, • work with/set up two additional SARS·GRID work units • Excludes lectures as conducted on previous days • Excludes practice sessions with counselors/specialists and schedulers. **College to enter number of additional days for assistance with other departments, such as tutoring.**	**TBD**	2,000.00	N/A	**TBD**
SARS·CONNECT includes: • 1 Software License for the SARS side of the interface – unlimited use per college For the Banner side of the interface, colleges must have the *Banner Integration for SARS* module that works in conjunction with the SARS·CONNECT module. For the cost of the *Banner Integration for SARS* module, contact the SunGard HE Banner representative.	1	1,000.00	N/A	1,000.00
SARS·CONNECT Software Support Fee • Installation and configuration assistance • 1 year of remote customer support to 1 user liaison + IT • 1 year of product upgrades	1	1,000.00	N/A	1,000.00
SARS·ALRT includes: • 1 Software License – unlimited use per college • 1 user manual	1	7,500.00	N/A	7,500.00

SARS·ALRT Support Fee • 1 year of remote customer support to 1 user liaison and IT • 1 year of product upgrades	1	included	N/A	included
SARS·ALRT Remote* Training Minimum Number of Days: 1 Set up one system * Because SARS·ALRT is a single application, it does not require on-site training.	1	1,000.00	N/A	1,000.00
Shipping and Handling	1	35.00	N/A	35.00
TOTAL				**$31,535.00** **(not including any additional days of on-site training TBD)**

There are references in Section III to the add-on text messaging components of SARS·GRID and SARS·ALRT, and also to SARS·MSGS and SARS·TRAK. Because SARS·MSGS integrates with SARS·GRID, it provides the functionality to remind students in advance of their appointments via e-mail or text messaging. SARS·TRAK is a student self-serve check-in/check-out system that integrates with SARS·GRID. Please note that the costs for the text messaging components and the SARS·MSGS and SARS·TRAK applications have not been included. The college should request a separate proposal if interested.

Please note that the college will supply the Microsoft SQL Server and a SSL certificate. For details pertaining to using our products with MACs, please contact us.

With regard to the SARS·GRID web interface, we support authentication of students via ODBC and LDAP using Active Directory and via most college portals at no additional charge. There may be a fee for customization if your college has unique authentication requirements.

SARS·ALRT requires authentication of faculty. We support authentication only of faculty via LDAP using Active Directory and most other LDAP servers at no additional charge. If your college requires a unique method for authentication, SARS·ALRT may be customized to match your requirements for an additional fee.

When calculating the overall cost for the college, please note that colleges must have the *Banner Integration for SARS* module (the Banner side) that works in conjunction with the SARS·CONNECT module (the SARS side). For the cost of the *Banner Integration for SARS* module, contact the SunGard HE Banner representative.

For your reference, the current support fees for subsequent years, while not specified on this proposal, are as follows:

PRODUCT	SUPORT FEE PER YEAR
• SARS·GRID	$ 2,700.00
• SARS·CONNECT	1,000.00
• SARS·ALRT	1,350.00

Joanne Doty, President
SARS Software Products, Inc.

END OF COST PROPOSAL

SARS Software Products, Inc.

SARS·[name of product]©

Software License Agreement

Order No. _____

Customer Name and Mailing Address:

[College Name]
[Street address]
[City, State Zip Code]

Terms and Conditions

SARS Software Products, Inc. (SSP) will license to Customer the Software identified on the License Order-Schedule(s) attached to this license agreement subject to the terms and conditions set forth below:

1. **Definitions**
   - 1.1 **Customer** means the entity named on the individual License-Order Schedule(s).
   - 1.2 **Documentation** means the on-line help file and printed materials supplied by SSP with the Software.
   - 1.3 **New Release** means a new version of the Software. A New Release, as opposed to an Update, is a major change to the Software, involving major changes to the system, added features, and database structural changes, as well as any on-screen help Documentation changes, and improvements to correct errors and defects.
   - 1.4 **Proprietary Information** means Software, Documentation, including printed materials, and any other information confidential to SSP or its licensors.
   - 1.5 **Principal Period of Maintenance ("PPM")** means 8:30 am to 5:00 p.m. PST/PDT, Monday through Friday, excluding SSP designated holidays.
   - 1.6 **Professional Services** means technical, consulting or other services provided by SSP which are outside the scope of the Support Agreement.
   - 1.7 **Software** means the object code version of computer programs, including the on-line help file, and any related Documentation for the Software identified in the License Order -Schedule(s). Unless otherwise indicated, Software includes Updates and New Releases.
   - 1.8 **Support Service** means the software support services described in the Support Agreement, section 4.
   - 1.9 **Support Agreement** means the Support Agreement between the parties.
   - 1.10 **SSP** means SARS Software Products, Inc.
   - 1.11 **Then-Current Charges** means SSP then-current hourly rate for such services, including any travel time to and from Customer site, plus out-of-pocket expenses incurred, including but not limited to travel, meals, lodging, and miscellaneous necessary supplies.
   - 1.12 **Update** means a minor change to the current release of the Software. An Update is issued to maintain the operational quality of the Software and may contain patches, modules, corrections or new features that are small.

2. **Effective Date**
   This Agreement will become effective when signed by both parties and will continue in effect unless terminated in accordance with the provisions set forth in this Agreement.

3. **Software**
   - 3.1 SSP will provide one set of the Software that is the most current on the date that the Software is provided.
   - 3.2 SSP will provide all Updates and New Releases of the Software as long as the Support Agreement is in effect.

4. **Payment**
   - 4.1 Customer will pay the license fee set forth in the License-Order Schedule(s), which will be invoiced when the Software is provided.
   - 4.2 Customer will pay charges for Support Service, as applicable, which will be invoiced in advance annually.
   - 4.3 Customer will pay charges for Support Services provided during times other than the PPM and for Professional Service at Then-Current Charges, which will be invoiced as the services are performed.
   - 4.4 All charges must be paid no later than 30 days from the date of the invoice. SSP may impose a late payment charge equal to the lesser of (a) 1-1/2 % per month or (b) the maximum rate allowed by law.

5. **Taxes**
   Customer will pay any tax SSP becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of SSP.

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6. **Protection of Proprietary Information**

6.1 Customers will keep in confidence and protect Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. Customer acknowledges that unauthorized disclosure of Proprietary Information may cause substantial economic loss to SSP or its licensors. All materials containing Proprietary Information will be marked with "Proprietary", Confidential", or in a manner which gives notice of its proprietary nature. Proprietary Information will not be copied, in whole or in part, except when essential for correcting, generating or modifying Proprietary Information for Customer's authorized use. Each copy, including its storage media, will be marked by Customer with all notices which appear on the original.

6.2 Upon termination or cancellation of any license granted under this Agreement, Customer will destroy (and certify destruction in writing) or return to SSP all copies of the Software the license for which has been so terminated or canceled, and any other related Proprietary Information in Customer's possession.

6.3 Any ideas, concepts, know-how, data processing techniques, Software, Documentation, printed materials, diagrams, schematics or blueprints developed by SSP personnel (alone or jointly with Customer) in connection with any services provided to Customer will be the exclusive property of SSP. SSP grants to Customer a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this Agreement.

6.4 This Section 6 will survive termination or cancellation of this agreement.

7. **License**

7.1 SSP grants to Customer a personal, non-exclusive, non-transferable and limited license to use the Software and related Documentation according to the terms and conditions of this Agreement, solely for Customer's internal data processing requirements. Customer is authorized to use as many copies of the Software as are licensed. Customer's use of Software will also be governed by any additional conditions which SSP may provide on or prior to SSP providing the Software.

7.2 Customer may use the Software for the purpose of developing and running other software programs for its internal use only. Customer shall not market or sublicense the Software, or any software program developed with the Software. Customer may combine Software with other programs or materials to form an updated work provided that upon discontinuance or termination of the license, the Software will be removed from the updated work and returned to SSP. Customer shall not use the Software in service bureau mode or to provide consulting services.

7.3 Customer will not decompile, disassemble, reverse engineer or modify any Software provided under the Agreement. Customer will make and maintain no more than one archival copy (for backup purposes) of the Software which will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

7.4 This Agreement does not transfer to Customer title to any intellectual property contained in any Software, Documentation or Proprietary Information.

7.5 Customer shall not be entitled to use any Software unless Customer has a valid written license to use the Software and all applicable charges for the use of the Software have been paid.

8. **Support and Professional Services**

8.1 During the initial term of the Support Agreement, and each renewal term for which Customer pays the applicable renewal fee, SSP shall provide Support Services to Customer as set forth in the Support Agreement.

8.2 SSP, in its sole discretion, may provide Professional Services ordered by the Customer at SSP's Then-Current Charges. SSP will endeavor to provide such Professional Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the services to be provided. SSP may assign, reassign and substitute personnel at any time, and may provide the same or similar services to other customers.

9. **Warranties and Disclaimers**

9.1 SSP warrants that the Software in unaltered form will perform in substantial conformance with the Documentation for a period of twelve (12) months from the date that SSP provides the original version of the Software. In the event the Software fails to perform as warranted, as Customer's sole and exclusive remedy, SSP, at its option, will either (a) make reasonable efforts to correct such errors reflecting significant deviations from the Documentation as are reported to SSP by Customer during the warranty period, or (b) terminate this Agreement and refund the license fees paid.

9.2 This warranty is void if failure of the Software has resulted from accident, alteration, misuse or misapplication. SSP does not warrant that (a) the functions contained in the Software will meet Customer's requirements, (b) the Software will operate in combinations selected for use by Customer, or (c) the Software will operate uninterrupted or error free. Customer is solely responsible for verifying the correctness and accuracy of all data and calculations.

9.3 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. SSP DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO ALL SSP SOFTWARE. SSP WARRANTIES EXTEND SOLELY TO CUSTOMER.

10. **Limitation of Liability**

10.1 Unless further limited elsewhere in this Agreement, the entire liability of SSP and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, will not exceed the charges paid by Customer to SSP for the Software which is the subject matter of or directly related to the causes of action asserted.

10.2 In no event will SSP be liable for (a) any incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings, even if SSP knew or should have known of the possibility of such damages, (b) claims, demands or actions against Customer by any person, except as provided in Section 11, or (c) loss or damage to Customer's data from any cause.

10.3 SSP shall not be liable for any damages arising out of the use of software products developed by Customer utilizing the Software.

10.4 SSP may direct Customer to third parties having products which may be of interest to Customer for use in conjunction with the Software. Notwithstanding any SSP recommendation, referral or introduction, Customer will independently investigate and test third party products and services and will have sole responsibility for determining suitability for use of third party products and services. SSP has no liability with respect to claims relating to or arising from use of third party products and services.

11. Patent, Copyright and Trade Secret Indemnification

11.1 SSP, at its own expense, will defend and indemnify Customer against claims the Software infringes a United States patent or copyright or misappropriate trade secrets protected under United States law, provided Customer (a) gives SSP prompt written notice of such claims, (b) permits SSP to defend or settle the claims, and (c) provides all reasonable assistance to SSP in defending or settling the claims.

11.2 In addition to the rights and duties under Section 11.1, as to any Software which is subject to a claim of infringement or misappropriation, SSP may elect to (a) obtain the right of continued use of such Software for Customer, (b) replace or modify the Software to avoid such claim, or (c) if neither alternative is available on commercially reasonable terms, terminate this license and refund a prorata share of the license fee paid by Customer based upon the number of days that Customer licensed the Software and a total Software life of five years. For example, if SSP terminates the license after 548 days (18 months), SSP shall refund 70 percent of the license fee (Refund Percentage = 1 - 548/(365x5)).

11 .3 SSP will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by a parent, subsidiary or affiliate of Customer, (b) results from Customer's alteration or modification of the Software, (c) results from use of the Software in combination with non-SSP software, or (d) results for the use of an earlier version of the Software when the claim could have been avoided by Customer's installing an Update or a New Release.

11.4 This Section 11 states the entire liability of SSP and Customer's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation.

12. Termination and Cancellation

12.1 Without prejudice to other remedies, SSP may cancel this Agreement or any order placed under it for default and repossess the Software if, upon written notice, Customer fails to (i) make any payment identified as delinquent within ten (10) days or (ii) cure any default relating to Sections 6 or 7 within thirty (30) days.

12.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to Proprietary Information.

13. Other Provisions

13.1 All risk of loss or damage to Software passes to Customer upon receipt.

13.2 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

13.3 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

13.4 With respect to the Software and other materials provided hereunder, including Documentation and Proprietary Information, Customer acknowledges that it is familiar with and agrees to comply with the export laws and regulations of the United States of America and any other country in which it operates.

13.5 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF CALIFORNIA.

13.6 This Agreement and the Support Agreement constitutes the entire agreement between the parties with respect to the Software provided hereunder and supersedes all prior proposals and agreements, both oral and written, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase orders.

13.7 SSP may assign this Agreement without Customer's consent. Any such assignment, however, will not change the obligations of SSP to Customer. Customer will not assign or transfer its rights or obligations under this Agreement without prior written consent of SSP. Any assignment or transfer prohibited by this provision will be void.

13.8 This Agreement can be modified only by a writing signed by a duly authorized representative of SSP.

13.9 No legal action or proceeding, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action first occurred.

13.10 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions will remain in full force and effect.

Customer acknowledges it has read and understands this Agreement (including all attached schedules, addenda, and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted: **SSP** **SARS Software Products, Inc.**	**Agreed and Accepted:** **Customer** **[College Name]**
_____ (Signature)	_____ (Signature)
Joanne Fields Doty (Printed/Typed Name)	_____ (Printed/Typed Name)
President (Title)	_____ (Title)
_____ (Date)	_____ (Date)

SARS Software Products, Inc.

SARS· [name of product]©

Support Agreement
Order No. _____

Customer Name and Mailing Address:

[College Name]
[Street address]
[City, State. Zip Code]

Software Terms and Conditions

SARS Software Products, Inc. (SSP) will provide Support Services to Customer for the Software identified on the License Order-Schedule of the Software License Agreement subject to the terms and conditions set forth below:

1. **Definitions**
   - 1.1 **Customer** means the entity named on the individual License-Order Schedule(s).
   - 1.2 **Documentation** means the on-line help file and printed materials supplied by SSP with the Software.
   - 1.3 **License Agreement** means the License Agreement between the parties.
   - 1.4 **New Release** means a new version of the Software. A New Release, as opposed to an Update, is a major change to the Software, involving major changes to the system, added features, and database structural changes, as well as any on-screen help Documentation changes, and improvements to correct errors and defects.
   - 1.5 **Off-Hours** means all hours other than the PPM.
   - 1.6 **Other Software** means any software other than the most current version of the Software.
   - 1.7 **Principal Period of Maintenance ("PPM")** means 8:30 am to 5:00 p.m. PST/PDT, Monday through Friday, excluding SSP designated holidays.
   - 1.8 **Software** means the object code version of computer programs, including the on-line help file, and any related Documentation for the Software identified in the License Order -Schedule(s). Unless otherwise indicated, Software includes Updates and New Releases.
   - 1.9 **Support Maintenance Fee** means the annual fee that the Customer pays to SSP for the services described in Section 4.
   - 1.10 **Support Services** means the software Support Services described in Section 4.
   - 1.11 **Then-Current Charges** means SSP then-current hourly rate for services, including any travel time to and from Customer site, plus out-of-pocket expenses incurred, including but not limited to travel, meals, lodging, and miscellaneous necessary supplies.
   - 1.12 **Update** means a minor change to the current release of the Software. An Update is issued to maintain the operational quality of the Software and may contain patches, modules, corrections or new features that are small.

2. **Term**
   - 2.1 Unless otherwise specified on the License Order-Schedule, the initial term for Support Services will be twelve months and will commence on the date SSP provides the Software. Following the initial term, support will continue on an annual renewal basis unless terminated or canceled by either party with 60 days written notice prior to the expiration of the current term.

3. **Support Maintenance Fee**
   - 3.1 Customer shall pay SSP an annual Support Maintenance Fee for the services described in Section 4. For the initial term of this Agreement, the annual Support Maintenance Fee is included as part of the license fee paid pursuant to the License Agreement between the parties. For any renewal term of this Agreement, the annual Support Maintenance Fee shall be the annual fee that SSP charges to customers for the services described in Section 4.

4. **Software Support Description**

   The specific Support Services are described below:
   - 4.1 **Telephone or Electronic-Mail Services.** SSP personnel will provide assistance by voice or electronic communication during the PPM by answering questions regarding the use of the Software and helping Customer identify, verify, and resolve problems with the Software.
   - 4.2 **Software Error Resolution Services.** SSP will make reasonable efforts to correct any material errors in the Software which are reported in writing to SSP by Customer and which can be reproduced and adequately documented. Customer will install all error corrections.
   - 4.3 **Software Updates.** SSP may periodically update current releases of Software. SSP will notify Customer of the Update which will be made available via the Internet. Customer will install all Updates.

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4.4 **Software New Releases.** SSP will provide Customer with any standard New Releases of the Software which are released by SSP on a general basis. Customer will install all New Releases. Any custom modifications to such New Releases which are required to meet Customer's specific requirements or to incorporate prior modifications made for Customer shall be subject to SSP Then-Current Charges and conditions.

4.5 **Software On-Site Support.** SSP will provide on-site service if a Software problem remains unresolved only after Customer has utilized telephone or electronic mail Services as prescribed in Section 4.1.

4.6 **Additional Support.** SSP will provide additional telephone and e-mail support, provided the frequency and length of calls is reasonable, as determined by SSP in its sole discretion.

5. **Support Limitations and Exclusions**

5.1 Support Services will be provided for SSP's most current release of Software only. SSP will make reasonable efforts to fix errors reflecting material deviations from the Documentation as are reported to SSP by Customer, unless such failure has resulted from accident, misuse, alteration, or misapplication of the Software.

5.2 Commencing 60 days after a New Release, SSP shall have no obligation to provide Support Services for any version of the Software other than that New Release.

5.3 SSP shall have no obligation to provide any Support Services on Customer's site, except in cases where SSP is unable to provide the Support Services from its own service center. If SSP provides Support Services on Customer's site and determines that any apparent problem with the Software which is reported to SSP by Customer is due to (a) hardware problems, (b) Other Software problems, (c) improper treatment or use or operation of the Software, (d) failure to perform any tests or procedures recommended by SSP for the purpose of identifying and/or resolving any problems, (e) use by unqualified personnel, (f) alterations of the Software by Customer or any third party without SSP's prior written approval or any damage caused thereby, (g) use of any version of the Software other than the most recent New Release, or (h) failure to comply with the terms and conditions of this Agreement or any other agreement with SSP, such support effort shall be billed by SSP at the Then-Current Charges, and paid by Customer.

5.4 Support Services provided by SSP at Customer request during Off-Hours may be subject to SSP Then-Current Charges.

5.5 SSP shall have no obligation to provide installation, support, maintenance, diagnostics, or repair for any hardware or associated operating system. Hardware maintenance is the sole responsibility of Customer.

5.6 SSP shall have no obligation to provide, install, or support any network component or wiring. Network maintenance is the sole responsibility of the Customer.

5.7 PPM hours of service are subject to change at any time with no less than three (3) days notice by SSP.

5.8 SSP shall have no obligation to provide (a) specification changes requested by Customer, customization of the Software, or development of data input, or (b) support for Customer-written applications. Any such services are not covered by this Agreement.

6. **Customer Responsibilities**

6.1 During Support Service, Customer must provide any and all passwords for the network client workstations, file server, or any other server or client workstation. It is the responsibility of the Customer to then change all passwords after support has been provided.

6.2 Backup of Software data files on a regular basis is the sole responsibility of Customer. In the event of system failure, and without required backup, SSP will make a "best effort" attempt at recovery of said binary information at SSP Then-Current Charges.

6.3 Customer will designate one contact to serve as liaison with SSP for support requests. SSP may impose an additional fee if Customer elects to designate additional contacts. Customer may change its contact personnel by written notice to SSP.

7. **Taxes**

7.1 Customer will pay any tax SSP becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of SSP.

8. **Limitation of Liability**

8.1 Unless further limited elsewhere in this Agreement, the entire liability of SSP and Customer's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, will not exceed the charges paid by Customer to SSP for the Software which is the subject matter of or directly related to the causes of action asserted.

8.2 In no event will SSP be liable for (a) any incidental, indirect, special or consequential damages including, but not limited to, loss of use, revenues, profits or savings, even if SSP knew or should have known of the possibility of such damages, (b) claims, demands or actions against Customer by any person, or (c) loss or damage to Customer's data from any cause.

9. **Termination and Cancellation**

9.1 This Agreement shall terminate upon termination of the License Agreement.

10. **Other Provisions**

10.1 Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.

10.2 Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

10.3 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF CALIFORNIA.

10.4 This Agreement and the License Agreement constitutes the entire agreement between the parties with respect to the Support Services provided hereunder and supersedes all prior proposals and agreements, both oral and written, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the Customer, including any preprinted terms on any Customer purchase orders.

10.5 SSP may assign this Agreement without Customer's consent. Any such assignment, however, will not change the obligations of SSP to Customer. Customer will not assign or transfer its rights or obligations under this Agreement without prior written consent of SSP. Any assignment or transfer prohibited by this provision will be void.

10.6 This Agreement can be modified only by a writing signed by a duly authorized representative of SSP.

10.7 No legal action or proceeding, regardless of its form, related to or existing out of this Agreement, may be brought by either party more than two (2) years after the cause of action first occurred.

10.8 Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions will remain in full force and effect.

Customer acknowledges it has read and understands this Agreement (including all attached schedules, addenda, and amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

Agreed and Accepted: **SSP** **SARS Software Products, Inc.**	**Agreed and Accepted:** **Customer** **[College Name]**
(Signature)	(Signature)
Joanne Fields Doty (Printed/Typed Name)	(Printed/Typed Name)
President (Title)	(Title)
(Date)	(Date)

EXHIBIT H

SARS Software Products, Inc.

SARS·[name of product]©

License Order - Schedule

Order No. _____

This is not an Invoice

Software Licenses and Support Services Charges

List Products Applicable to This Agreement

Item Number	Description	Quantity	Software Licenses Charge	Support Services Charge	Training and Other Charges
1	SARS·GRID Software License Number of Users: Unlimited	1	15,000.00		
2	SARS·GRID Software Support Initial One Year Term: Commencing with On-site	1		No Charge	
3	SARS·CONNECT Software License	1	1,000.00		
4	SARS·CONNECT Software Support	1		1,000.00	
5	SARS·ALRT Software License Number of Users: Unlimited	1	7,500.00		
6	SARS·ALRT Software Support Initial One Year Term: Commencing with On-site	1		No Charge	
7	SARS·GRID On-site Training: # Days TBD @ $2,000/day	TBD			TBD
8	SARS·ALRT Remote Training: 1 Day @ $1,000/day	1			1,000.00
9	Shipping and Handling	1			35.00
10	Sales Tax (N/A)	0	N/A	N/A	N/A

Total **$ TBD**

Special Terms and Conditions:

The SARS Software Products, Inc. Software License Agreement(s), Support Agreement(s) and License Order Schedule(s) for SARS·GRID, SARS·CONNECT and SARS·ALRT supersede(s) all terms and conditions of the "Agreement for A Testing and Advising Appointment Software System with an Option to Include an Early Alert System at Suffolk County Community College, Law No. 12-CC-Testing-Advising, Advertised: February 9, 2012" (the "Proposed Agreement") and all other terms and conditions submitted by the Suffolk County Community College ("Customer"), including, but not limited to, any preprinted terms on any Customer purchase orders, unless amended by SARS Software Products.

The Software License Agreement and the Support Agreement offered to Customer as an alternative to the Proposed Agreement are amended as follows:

Software License Agreement

The following paragraphs of the Software License Agreement that accompanies this order are amended to read as follows:

13.5 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF NEW YORK.

(continued)

COPY

Support Agreement

The following paragraphs of the Support Agreement that accompanies this order are amended to read as follows:

3.1 Customer shall pay SSP an annual Support Maintenance Fee for the services described in Section 4 of the Support Agreement. For the initial term of this Agreement for SARS·GRID and SARS·ALRT, the annual Support Maintenance Fee is included as part of the license fee paid pursuant to the License Agreement between the parties. For the initial term of this Agreement for SARS·CONNECT, the annual Support Maintenance Fee is not included as part of the license fee. For any renewal term of this Agreement for SARS·GRID, SARS·ALRT and SARS·CONNECT, the annual Support Maintenance may be renewed at the option of the College. The Support Maintenance Fee shall be the annual fee that SSP charges to customers for the services described in Section 4.

10.3 THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAW OF THE STATE OF NEW YORK.

Agreed and Accepted: **SSP** **SARS Software Products, Inc.**	**Agreed and Accepted:** **Customer** **[College Name]**
_____ (Signature)	_____ (Signature)
Joanne Fields Doty (Printed/Typed Name)	_____ (Printed/Typed Name)
President (Title)	_____ (Title)
_____ (Date)	_____ (Date)