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Strata Information Group, Inc. **Contract No.: 23-CC-014**
Consulting Services for Process Improvements Related to Banner and Degree Works

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and **Strata Information Group, Inc. ("Consultant")** entered into an Agreement on April 27, 2018 wherein Consultant agreed to provide the College with consulting services for process improvements related to Banner and Degree Works **("Services")**; and

WHEREAS, on April 16, 2019 the parties executed Amendment No. 1 to the Agreement which extended the term of the Agreement to April 30, 2020, and

WHEREAS, on May 6, 2020 the parties executed Amendment No. 2 to the Agreement which extended the term of the Agreement to April 30, 2021, and

WHEREAS, on April 21, 2021 the parties executed Amendment No. 3 to the Agreement which extended the term of the Agreement to April 30, 2022, and

WHEREAS, the parties hereto wish to further extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement and any Amendments thereto.

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

1) The term of the Agreement shall be extended for one (1) year for the period beginning **May 1, 2022 through April 30, 2023**; and

2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

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

Strata Information Group, Inc.
FID# 33-0278391

DocuSigned by:
By: _____
5B8F9C55A1684B6...
Henry A. Eimstad
President

Date: Apr-15-2022

Suffolk County Community College

By: _____
Edward T. Bonahue, Ph.D.
President

Date: 4/19/22

Approved as to Legality:
Suffolk County Community College

By: _____
Alicia S. O'Connor
College Deputy General Counsel

Date: 4/18/2022

Approved:
Suffolk County Community College

By: _____
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: 04.18.2022

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Strata Information Group, Inc. **Contract No.: 23-CC-014**
Project Name: Consulting Services for Process Improvements Related to Banner and Degree Works

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and **Strata Information Group, Inc. ("Consultant")** entered into an Agreement on April 27, 2018 wherein Consultant agreed to provide to the College consulting services for process improvements related to Banner and Degree Works ("Services"); and

WHEREAS, on April 16, 2019 the parties executed Amendment No. 1 to the Agreement which extended the term of the Agreement to April 30, 2020, and

WHEREAS, on May 6, 2020 the parties executed Amendment No. 2 to the Agreement which extended the term of the Agreement to April 30, 2021, and

WHEREAS, the parties hereto wish to further extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

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

1) The term of the Agreement shall be extended for one (1)year for the period beginning **May 1, 2021 through April 30, 2022**; and

2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

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

Strata Information Group, Inc.
FID# 33-0278391

By: DocuSigned by: [signature] 420EAC60C4C2492... DS MC
Henry A. Eimstad
President

Date: Apr-20-2021

Suffolk County Community College

By: [signature]
Louis J. Petrizzo
Interim President

Date: 04/21/2021

Approved as to Legality:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

Date: 04/20/2021

Approved:
Suffolk County Community College

By: [signature]
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: 04.20.2021

Strata Information Group, Inc. **Contract No.: 23-CC-014**
Project Name: Consulting Services for Process Improvements Related to Banner and Degree Works

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and **Strata Information Group, Inc. ("Consultant")** entered into an Agreement on April 27, 2018 wherein Consultant agreed to provide to the College consulting services for process improvements related to Banner and Degree Works ("Services"); and

WHEREAS, on April 16, 2019 the parties executed Amendment No. 1 to the Agreement which extended the term of the Agreement to April 30, 2020, and

WHEREAS, the parties hereto wish to further extend the term of the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

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

1) The term of the Agreement shall be extended for the period beginning **May 1, 2020 through April 30, 2021**; and

2) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

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

Strata Information Group, Inc.
FID# 33-0278391

By: Henry A. Eimstad
Henry A. Eimstad
President

Date: 5/5/20

Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
Interim President

Date: 05/06/2020

Approved as to Legality:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

Date: 05/05/2020

Approved:
Suffolk County Community College

By: M. D. H.
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: 5/6/2020

Strata Information Group, Inc. **Contract No.: 23-CC-014**
Project Name: Consulting Services for Process Improvements Related to Banner and Degree Works

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and **Strata Information Group, Inc. ("Consultant")** entered into an Agreement on April 27, 2018 wherein Consultant agreed to provide to the College consulting services for process improvements related to Banner and Degree Works ("Services"); and

WHEREAS, the College desires to extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

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

1) The term of the Agreement shall be extended for one (1) year beginning **May 1, 2019 through April 30, 2020**;

2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

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

Strata Information Group, Inc.
Fed. Tax ID # 33-0278391
Tel.: (619) 296-0170

By: _____
Henry A. Eimstad
President

Date: 4/10/19

Suffolk County Community College

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

Date: 04/16/19

Approved as to Legality:
Suffolk County Community College

By: _____
Alicia S. O'Connor
College Deputy General Counsel/~~Executive V.P.~~

Date: 4/15/19

Approved:
Suffolk County Community College

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

Date: 4/15/19

Strata Information Group, Inc. **Contract No.: 23-CC-014**
Project Name: Consulting Services for Process Improvements Related to Banner and Degree Works

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 community college established 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

Strata Information Group, Inc. ("Consultant"), a California corporation authorized to do business in the State of New York having a principal place of business at 3935 Harney Street, Suite 203, San Diego, California 92110.

The parties hereto desire for Consultant to provide to the College consulting services for process improvements related to Banner and Degree Works ("Services.")

Term of Agreement: **May 1, 2018 through April 30, 2019**, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall not exceed $68,000 As set forth in Exhibit E, attached hereto.

Terms and Conditions: Shall be as set forth in Exhibits A through G, attached hereto and made a part of this Agreement.

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

Strata Information Group, Inc.
Fed. Tax ID # 33-0278391
Tel.: (619) 296-0170

By: _____
Henry A. Eimstad
President

Date: 4/20/18

Suffolk County Community College

By: _____
~~Dr. Shaun L. McKay~~ Louis J. Petrizzo
E.V. President

Date: 04/27/18

Approved as to Legality:
Suffolk County Community College

By: _____
~~Louis J. Petrizzo~~ Alicia S. O'Connor
Deputy
College General Counsel/~~Executive V.P~~.

Date: 4/25/18

Approved:
Suffolk County Community College

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

Date: 4/25/18

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EXHIBIT A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on February 1, 2018; and

Whereas, the Consultant submitted a proposal in response to such RFP on February 16, 2018; and

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

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

1. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

To the extent applicable, Consultant 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 Consultant 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, Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

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

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

iii. If Consultant 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 Consultant.

iv. In the event of a failure on the part of Consultant 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 Consultant 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) Consultant 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 Consultant 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 Consultant is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Consultant for the services rendered through the date of termination.

e. Payments upon Termination

i. Upon receiving a Termination Notice, Consultant 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 Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement.

iii. Upon termination, Consultant agrees to promptly reimburse to the College the balance of any funds advanced to Consultant by the College remaining after payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement. Upon termination, any funds paid to Consultant by the College which were used by Consultant 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 Consultant 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

Consultant 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 Consultant in connection with the services described or referred to in this Agreement. Consultant 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 Consultant, 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

Consultant 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, Consultant 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 Consultant in connection with the services described or referred to in this Agreement. Consultant 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 Consultant, 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. Consultant 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. Consultant agrees to require that all of its subcontractors, in connection with work performed for Consultant 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 Consultant. Unless otherwise specified by the College and agreed to by Consultant, 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 Consultant 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. Consultant 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 Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

c. Consultant 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 Consultant shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Consultant must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**

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 Consultant notice in writing.

e. In the event Consultant 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 Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. Independent Contractor

It is expressly agreed that Consultant's status hereunder is that of an independent contractor. Neither Consultant, nor any person hired by Consultant 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 Consultant 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. Consultant 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. Consultant 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. College's Non-Discrimination Notice

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

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

Civil Rights Compliance Officers

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

or

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

11. Nonsectarian Declaration

Consultant 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.

12. 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.

13. 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.

14. Conflicts of Interest

a. Consultant 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. Consultant 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 Consultant 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.

15. 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.

16. Confidentiality

Any records, reports or other documents of the College and/or the County used by Consultant 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.

17. Assignment and Subcontracting

a. Consultant 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. Consultant 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. Consultant shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Consultant. 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.

19. 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.

20. Publications and Publicity

Consultant 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."

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.

21. Copyrights and Patents

a. Copyrights

If the work of Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Consultant may secure copyright protection. However, the College reserves, and Consultant 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 Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Consultant may apply for and secure for itself patent protection. However, the College reserves, and Consultant 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

Consultant 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. Consultant 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.

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

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

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

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

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

b. No County funds shall be used to reimburse Consultant 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 Consultant services are performed on County property, Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

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

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

4. Lawful Hiring of Employees Law

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

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

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

Consultant 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, Consultant 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. Consultant 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.

Consultant 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

Consultant 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

Consultant 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

Consultant 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

Consultant 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, Consultant 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, Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

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

End of Text for Exhibit B

EXHIBIT C
Notices and Contact Persons

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

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

For the College

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

For Consultant

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 Consultant 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/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL230
Selden, NY 11784-2899

For Consultant

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 Consultant 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, Consultant 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 Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Consultant 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/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

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

For Consultant:

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

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

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

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

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

End of Text for Exhibit C

Request for Proposal - R1800003 **Advertised February 1, 2018**
Suffolk County Community College
Consulting Services for Process Improvements related to Banner and Degree Works

ATTACHMENT 1

Section III
Scope of Work

1. **Anticipated Service Needs for the College's Admissions Department:**

   a. A complete forensic audit of the current use of the Banner admissions module at the College.
   b. A review of the functions currently being utilized in the Banner admissions module to determine whether the functionality is properly being employed to its fullest capacity.
   c. Functionalities in the Banner admissions module which are not being utilized by the College.
   d. Provide "best practices" for the use of functionalities within the Banner admissions module.
   e. What process are other Banner schools using for paying an application fee?
   f. The integration of a CRM system and the Banner admissions module.
   g. The impact of Banner 9 on the admissions module.
   h. Provide training for admissions personnel for the recommended upgrades for the use of the Banner admissions module.

2. **Anticipated Service Needs related to Degree Works (DW):**

   a. Review and critique of College's current DW version, instance and status.
   b. Review and configuration of Shepentry, SHPCFG, bannerextract.config, and Surecode UCX configurations .
   c. Provide Transit Tool options, functions and best practices.
   d. Server Side review of structure, function and content.
   e. Database Schema review.
   f. Scribe management.
   g. Assessment of College's security roles and protocols
   h. Best practices in maintaining localizations (per DW style sheets), DegreeWorks 5.x changes how localizations are applied, review and best practices.
   i. Audit Dashboard review, Navigation and Menu Option configuration, review and best practices.
   j. Understanding and managing audit and diagnostic reports.
   k. Management of and best practices in handling Exceptions in DW.
   l. Management of and best practices in handling graduation processes.
   m. Management and best practices for handling new students (i.e. quick admits).
   n. Assist with configuration changes that will be needed to accommodate spring start revisions/new programs.

3. **Other Services:**

The College may engage the Consultant for any other consulting services related to Banner or Degree Works at any time during the term of the agreement. In addition, the College may implement a Constituent Relationship Management Software (CRM) system in the near

future and services may be required to integrate the new CRM system with Banner.

4. Assignment of Work:

At the time a service need is identified and ready for assignment to the Consultant, the College and the Consultant will discuss the requirements and clearly define the services to be provided under a written Statement of Work. The level of effort and associated cost shall also be defined in the Statement of Work.

5. Confidentiality and Security of Data

The Company shall ensure that if, during the course of providing services to the College, the Company is provided access to confidential and security sensitive data, servers, and systems the information will remain confidential and secure, in accordance with all applicable laws, rules and regulations, as well as College policies and procedures.

The Company shall execute confidentiality or nondisclosure agreements as required by the College.

Services must be provided in accordance with applicable laws, rules, regulations, and professional standards for data and network security, as well as College policy. The Company and its representatives will be expected to work with the College's Office of ITS, and specifically with the Information Security Officer to ensure the College's data and network security needs are satisfied. The Company must review all College IT policies and confirm it will adhere to these in their entirety.

Should the Company have a breach of College data or access to the College system, the Company shall assume full responsibility for all costs associated with remediation required by law and/or the result of litigation brought against the College.

End of text for Section III

End of Text for Attachment 1

ATTACHMENT 2

TECHNICAL PROPOSAL

Understanding of Project Requirements, Management Techniques and Approaches [See "Proposed Services/Products" under Section II of the RFP.]

Convey your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how you will respond to the specific scope of work, identifying the various management techniques, approaches and strategies that will be utilized under this Agreement. Include information addressing the following issues: Describe the level of continual two-way communication you will maintain with faculty and College administrators throughout the entire project. Discuss any specific or special qualifications.

Below is a summary of how SIG will respond to the Scope of Work in Section III of the RFP. Additionally, the SIG approach incorporates several management techniques including:

- Establishment of a working relationship between the PCC sponsor and the SIG Account Executive to ensure successful progress and completion of projects.
- Assignment of an SIG Project Manager to coordinate consultants, scheduling, planning, and monitoring performance. Early indentification and resolution of potential problems is critical to on time and on budget project completions.
- Regular project reporting including consultant trip reports which identify trip objectives, accomplishments, participants and issues, if any.

1. Anticipated Service Needs for the College's Admissions Department:
a. A complete forensic audit of the current use of the Banner admissions module at the College.
b. A review of the functions currently being utilized in the Banner admissions module to determine whether the functionality is properly being employed to its fullest capacity.
c. Functionalities in the Banner admissions module which are not being utilized by the College.
d. Provide "best practices" for the use of functionalities within the Banner admissions module.
e. What process are other Banner schools using for paying an application fee?
f. The integration of a CRM system and the Banner admissions module.
g. The impact of Banner 9 on the admissions module.
h. Provide training for admissions personnel for the recommended upgrades for the use of the Banner admissions module.

Audit, Business Process Analysis, Best Practices, Best Practice Recommendations, and Training

To meet the College's needs related to the College's Admissions Department identified in *a* through *f* above, SIG proposes to carry out a forensic audit, conduct business process analysis focused on current usage of the Banner Admissions module, identify what Banner functionalities are not being used, present and discuss Banner best practices, and make appropriate recommendations based on the assessment. SIG frequently uses BPA workshops as a means of understanding clients' current processes and procedures, engaging users and other stakeholders in process mapping and consideration of opportunities for improvement. Subsequent discussion and analysis will focus on possible integration of a CRM and the impact of Banner 9 on the admissions module. Proposed services do not include implementation.

A copy of SIG's Business Process Analysis Solution Book can be found in Attachment C.

Admissions training (*h* above) will be customized based on the outcomes of the previous work.

2. Anticipated Service Needs related to Degree Works (DW):

a. Review and critique of College's current DW version, instance and status.
b. Review and configuration of Shepentry, SHPCFG, bannerextract.config, and Surecode UCX configurations.
c. Provide Transit Tool options, functions and best practices.
d. Server Side review of structure, function and content.
e. Database Schema review.
f. Scribe management.
g. Assessment of College's security roles and protocols
h. Best practices in maintaining localizations (per DW style sheets), DegreeWorks 5.x changes how localizations are applied, review and best practices.
i. Audit Dashboard review, Navigation and Menu Option configuration, review and best practices.
j. Understanding and managing audit and diagnostic reports.
k. Management of and best practices in handling Exceptions in DW.
l. Management of and best practices in handling graduation processes.
m. Management and best practices for handling new students (i.e. quick admits).
n. Assist with configuration changes that will be needed to accommodate spring start revisions/new programs.

To assist SUNY Suffolk County with its stated Degree Works needs, SIG proposes a combination of functional and technical services to accomplish the project objectives.

Services proposed below do not include DBA services to upgrade or administer software, operating systems, or servers. Service estimate does not include technical programming to alter style sheets or other site localizations. Additional DBA and Technical services for such ongoing or one-time services may be contracted separately by the College if desired.

Functional Assessment: A Degree Works functional assessment consisting of will be conducted remotely to accomplish the following:

- Review and critique of College's current DW version, instance, and status.
- Review and configuration of Shepentry, SHPCFG, bannerextract.config, and Surecode UCX configurations.
- Scribe block review and scribe management

SIG consultant(s) require remote access to the DW Test environment and will conduct reviews of features currently being utilized such as Scribe blocks, audits, student educational plans, exceptions, notes, security settings, the SHPCFG file and other Degree Works components. Analysis requires remote access to the web, administrative and scribing services, and estimate assumes that SUNY Suffolk's DW Test account contains production-level Scribe blocks, UCX values, and Banner Data. The College may need to refresh the Banner Test and/or Degree Works Test instance prior to SIG's analysis.

Functional Consulting: SIG proposes onsite services and functional consulting to address the following:

- General overview of Degree Works web and administrative functionality
- Orientation to Transit Tool options, functions and best practices
- Review of College's security roles and protocols
- Review and confirmation of current localizations
- Audit Dashboard review, Navigation and Menu Option configuration review and best practices
- Understanding and managing audit and diagnostic reports

- Management of and best practices in handling Exceptions in Degree Works
- Management of and best practices in handling graduation processes
- Management and best practices for handling new students (i.e. quick admits)
- Assist with configuration changes needed to accommodate spring start revisions/new programs

SIG consultant requires access to the DW Test environment and will conduct a 3-day onsite session with the agenda focusing on the items noted above. Service estimate assumes College attendees have prior experience with Degree Works. Services require access to the web, administrative and scribing services, and estimate assumes that SUNY Suffolk's DW Test account contains production-level Scribe blocks, UCX values, and Banner Data. The College may need to refresh the Banner Test and/or Degree Works Test instance prior to SIG's analysis.

Technical Consulting: Remote technical services will address the following:

- Review DW Test account architecture, directories, file structure and server sizing, and provide recommendations for optimizations, upgrades, or other improvements
- Conduct remote webinar(s) to address best practices for maintaining, managing, and upgrading Degree Works style sheet localizations, views, and other site-specific content

SIG DBA requires remote access to the DW Test environment as well as institutional counterparts with which to conduct reviews of, and discussions about, the Degree Works architecture, file structure, servers, and system administration practices. Following account analysis, the SIG DBA will share strategies for optimizing sizing, administration, and account management with SCCC technical personnel.

A SIG technical consultant and a subject matter expert require remote access to the DW Test environment in which they will conduct scheduled webinar(s) with SCCC technical personnel focusing on managing style sheet changes and the maintenance of site-specific localizations.

3. Other Services:
The College may engage the Consultant for any other consulting services related to Banner or Degree Works at any time during the term of the agreement. In addition, the College may implement a Constituent Relationship Management Software (CRM) system in the near future and services may be required to integrate the new CRM system with Banner.

Additional services will be based on assessment and recommendations for work proposed above, as desired by the College.

4. Assignment of Work:
At the time a service need is identified and ready for assignment to the Consultant, the College and the Consultant will discuss the requirements and clearly define the services to be provided under a written Statement of Work. The level of effort and associated cost shall also be defined in the Statement of Work.

SIG understands and accepts this requirement.

5. Confidentiality and Security of Data
The Company shall ensure that if, during the course of providing services to the College, the Company is provided access to confidential and security sensitive data, servers, and systems the information will remain confidential and secure, in accordance with all applicable laws, rules and regulations, as well as College policies and procedures.

The Company shall execute confidentiality or nondisclosure agreements as required by the College. Services must be provided in accordance with applicable laws, rules, regulations, and professional standards for data and network security, as well as College policy. The Company and its representatives will be expected to work with the College's Office of ITS, and specifically with the Information Security Officer to ensure the College's data and network security needs are satisfied. The Company must review all College IT policies and confirm it will adhere to these in their entirety. Should the Company have a breach of College data or access to the College system, the Company shall assume full responsibility for all costs associated with remediation required by law and/or the result of litigation brought against the College.
SIG understands and accepts this request.
b. Anticipated Issues and Resolutions – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.
SIG frequently encounters problems with scheduling appropriate sessions with client staff. This is a reflection of how busy and scheduled key client staff are. Conspicuous support and direction from senior client staff is very helpful in solving these kinds of problems. Another frequent obstacle is gaining appropriate access for SIG consultants to client systems to conduct assessment and review activities. This is typically due to important security arrangements by IT departments. Working with IT management early in the project is key to facilitating access.

End of Text for Attachment 2

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. General Payment Terms

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

b. Consultant 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 Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

d. The acceptance by Consultant 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 Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

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

3. Limit of College's Obligations

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

4. Specific Payment Terms and Conditions

See Consultant's Cost Proposal, annexed hereto as ATTACHMENT 3.

ATTACHMENT 3

COST PROPOSAL

3. Cost Proposal:
a. Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:
i. Billable rates that will be applicable to consulting engagements.
ii. Information related to travel expenses.

Admissions Department Tasks	Trips	Hours
Admissions-related consulting		
Business Process Analysis (2 consultants @ 2 weeks)	2	80-120
Training for Admissions personnel	1	48
Total:	3	128-168

Degree Works Tasks	Trips	Hours
Degree Works-related consulting		
Functional Assessment	0	24-60
Functional Consulting	1	44-52
Technical Consulting	0	40-80
Total:	1	108-192

Summary of Estimated Costs:

Labor:	Travel Expenses:	Total Cost:
$40,120 - $61,200 236 – 360 hours	$6,800 4 trips	$46,920 - $68,000

Tasks	Trips	Hours
Additional traning and consulting at $170/hour plus expenses.	TBD	TBD
Total:	TBD	TBD

Notes:

- Rate: $170/hour for on-site and remote delivered services through June 30, 2018; rates may increase by $5/hour effective July 1, 2018, and on each subsequent year.
- SIG will invoice only for the consulting hours and expenses actually used.

- The hours' estimate includes project management, preparation time, travel time, on-site and remote labor, and the development of trip reports.
- Travel expenses, if applicable:
  - Travel time is capped at 8 hours per trip.
  - Travel expenses are estimated at $1,700 per consultant, per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfares and the use of the client's recommended lodging.
  - Actual travel expenses may be lower or higher than estimated. Labor costs may be adjusted to accommodate this as long as the total cost is not exceeded.
- Costs exclude all state taxes, if applicable.
- SIG will invoice for meals and incidental expenses on a per diem basis. Receipts will not be provided. Per diem rates are based on GSA guidelines for Selden, New York. Per Diem rates are $64 per full on-site day and $48 per partial day.

If desired, SIG can also offer a higher onsite consulting hourly rate that is inclusive of expenses.

End of Text for Exhibit E

EXHIBIT F
College's Request for Proposals

The College's Request for Proposals ("RFP") for Services in connection with Consulting Services for Process Improvements Related to Banner and Degree Works, advertised February 1, 2018, together with all Addenda thereto, is attached hereto as Exhibit F.

EXHIBIT F

Request for Proposal - R1800003 **Advertised February 1, 2018**
Suffolk County Community College
Consulting Services for Process Improvements related to Banner and Degree Works

Request for Proposals (RFP)

for the

Consulting Services for Process Improvements related to Banner and Degree Works

Suffolk County Community College

Technical Questions Due: February 9, 2018

Proposer's Conference: N/A

Proposals Due: February 16, 2018, no later than 12:00 p.m.

For additional information, contact:
Seema Menon
Associate Administrative Director of Business Operations
Phone: 631-451-4141
Fax: 631-451-4404
E-mail:menons@sunysuffolk.edu

All Proposals must be signed in ink and accompanied by a signed transmittal letter, County Disclosure SCEX Form 22 and Bid Certification SCPD-7

Proposals must be submitted in a sealed envelope with the RFP number, services, due date and time clearly identified.

Late Proposals Will Be Rejected

Request for Proposal - R1800003 **Advertised February 1, 2018**
Suffolk County Community College
Consulting Services for Process Improvements related to Banner and Degree Works

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Section I
Administrative Information

1. Purpose of RFP

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company) to provide consulting services for process improvements related to Banner and Degree Works.

It is anticipated that one contract will be awarded with a term of one (1) year and four (4) additional one-year renewal options to be exercised at the College's discretion. The terms of each option period shall be as mutually agreed upon by all parties.

2. Background Information

The College is a non-resident, public, two-year institution with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County. The College annually enrolls approximately 27,000 students and is a member of the State University of New York (SUNY).

The College is currently on Banner 8.5.7 for Admissions and will soon be embarking on an implementation of Banner 9 (or INB forms). Services are being requested for an audit of current business policies and use of the Banner Admissions module, and recommendations for best practices and full utilization of the Banner Admissions module.

In addition, the College is currently working to implement Ellucian's Degree Works. The College is seeking consulting services to assist with the College's implementation, maintenance, use and support of Ellucian's Degree Works (DW) degree audit tool. The College requires training in processes that must be accomplished in this academic year. We are seeking a company that will assist us in establishing best practices in our use of DW, with an emphasis on graduation processes and best practices.

3. Coordinating Departments

i. Prior to Award of Contract

The College's Office of Business and Financial Affairs (contact listed below) is responsible for coordinating the issuance of the RFP.

Contact: Seema Menon
Associate Administrative Director of Business Operations
Suffolk County Community College
533 College Road, Rm. 16, NFL Building
Selden, New York 11784-2899

Tel: (631) 451-4141
Fax: (631) 451-4404
E-mail: menons@sunysuffolk.edu

ii. **After Award of Contract/Prior to Execution of Contract**

The College's Office of Legal Affairs will be responsible for coordinating with Company regarding the negotiation and execution of the contract.

After Execution of Contract

The Office of Business and Financial Affairs is responsible for administration of Company's contract, including payments.

4. **Evaluation Committee**

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to individuals in the following roles:

- College Associate Dean and Registrar
- College Dean, Enrollment Management
- Counselor/Associate Professor, Admissions
- College Assistant Director, Master Schedule/Registrar
- Associate Director, Computer Center
- Deputy General Counsel

5. **Administrative and Technical Questions**

a. **Administrative Questions** may be submitted by email to the contact listed in paragraph 3 above.

b. **Technical Questions** must be submitted by email on or before **February 9, 2018 no later than 1:00 p.m.** to the contact listed in paragraph 3 above. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP.

c. **Office of Business and Financial Affairs is Sole Contact during RFP Process**

All communications during the RFP process should be directed to the Office of Business and Financial Affairs or, as appropriate, the College's Office of Legal Affairs. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent company for the goods and services being procured pursuant to the RFP may be cause for disqualification from the RFP process.

6. Proposer's Conference

No proposer's conference is scheduled.

7. Due Date for Proposals

Proposals must be submitted to the attention of Ms. Seema Menon, at the address listed in paragraph 3 above by **February 16, 2018 no later than 12:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all companies.

8. Selection Process

The College will evaluate the submission through a point rating system, set forth below in Paragraph 11. The College may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

9. Award Criteria

Proposals will be evaluated and ranked based on the award criteria below which is further described in Section II. Award Criteria:

		Points
a.	**General Qualifications**	**30**
b.	**Proposed Services/Products**	**55**
c.	**Cost Proposal**	**15**
	Total	**100**

10. Proposal Submission

a. Number of Copies

Proposers must submit one hardcopy original (**clearly labeled**) and eight (8) copies of their proposal submission. In addition, Proposers must submit a CD or thumb drive, with the MSWord or PDF format of their original proposal submission in its entirety. Envelopes or boxes containing RFP responses must be clearly labeled with the Proposer's name, due date, number and title of the Request for Proposal. Do not submit proposals that are permanently/perfect bound. Binders 2 inches or below, spiral binding, staples, etc., are acceptable.

b. Proposal Format

Proposals must include the information requested below, and in the order listed. **Each section and sub-section must be separated by tabs that are clearly labeled, and the pages numbered. Further details of the Proposal Submission Format is provided at the end of this section.**

i. Table of Contents

A Proposal Checklist has been provided at the end of this Section I – Administrative Information, to assist with assembly and ensure completeness of the proposal package. This Proposal Checklist must be included as the first item of the Proposal and used as the only Table of Contents.

ii. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

iii. General Qualifications

iv. Proposed Services/Products

v. Cost Proposal:

(1) The Cost Proposal must be included in each proposal (original and copy) submitted.

vi. Requested Changes to Model Agreement

Company should identify any items not set forth in the Model Agreement (reference Section IV) which Company requests be negotiated. **A lack of comments will be considered full acceptance of the contract terms on the part of the Company.**

vii. Form LL52 – Disqualification of Non-Responsible Bidders

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LL52 is included in the Section V entitled "Forms and Legal Appendices".

viii. FTS Form – Statement of Non-Collusion in Bids or Proposals

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This FTS Form is included in the Section V entitled "Forms and Legal Appendices".

ix. Local Business Certification Form SCDP-8A (if applicable)

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. Form SCDP-8A is included in the Section V entitled "Forms and Legal Appendices".

x. SCEX Form 22 – Public Disclosure Statement

Three originals, signed by a corporate officer or an authorized agent of Company and notarized, must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. SCEX Form 22 is included in the Section V entitled "Forms and Legal Appendices."

xi. Forms LHE-1 and LHE-2 – Lawful Hiring of Employees

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. These form are included in the Section V entitled "Forms and Legal Appendices".

xii. Living Wage Form LW-1 (Not Applicable Under This RFP)

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LW-1 is included in the Section V entitled "Forms and Legal Appendices".

xiii. Living Wage Form LW-38 (Not Applicable Under This RFP)

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LW-38 is included in the Section V entitled "Forms and Legal Appendices".

11. RFP Policies and Procedures

a. All RFP documents are available for download from the Suffolk County Community College' website under the following link:

https://www3.sunysuffolk.edu/About/809.asp

The Office of Business and Financial Affairs has responsibility for maintaining a control list of all potential Proposers. Companies who intend to submit a proposal must complete "Bid-RFP Vendor Registration Form" included in the RFP documents and submit it to the contact person identified in Section I.

b. It is the College's intent to select the Company that provides the best solution for the College's needs.

c. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.

d. This RFP and the Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.

e. The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies.

f. This RFP is not intended and shall not be construed to commit the College to pay any costs incurred in connection with any proposal or to procure or contract for any services.

g. The decision to award a contract shall be based on Company's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the Local Preference Law and other Suffolk County local laws set forth in Section V entitled "Forms and Legal Appendices."

h. The College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when selecting firms for award of consulting services contract(s). Proposers are encouraged to familiarize themselves with the provisions of

this local law as this law may impact the selection process.

i. The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.

j. The College General Counsel acts as counsel to the Evaluation Committee, but does not vote in the selection process.

k. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.

l. While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.

m. Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement must be accessible to users with disabilities, must be compliant with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, and must implement the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 where applicable for dynamic web content. Any documents created or otherwise delivered to the College by a vendor pursuant to a contract or other written agreement shall be produced with the expectation that the College may, in its sole discretion, elect to place such content on its website. Therefore, any such materials must be created and delivered in a manner consistent with WCAG 2.0 Level AA and WAI-ARIA 1.0. Vendors must provide a VPAT or accessibility testing results for any preexisting software, including third party software, that the vendor is delivering to the College. Vendors must cooperate with the College to address accessibility issues that are identified or arise after execution of the contract or after procurement and must promptly resolve any accessibility issues identified by the College.

Request for Proposal - R1800003 **Advertised February 1, 2018**
Suffolk County Community College
Consulting Services for Process Improvements related to Banner and Degree Works

TABLE OF CONTENTS

This form MUST be included in your proposal as the only Table of Contents.

PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW.

TAB	ITEM	Please check if Included
I.	TABLE OF CONTENTS	☐
II.	TRANSMITTAL LETTER	☐
III.	GENERAL QUALIFICATIONS	☐
a)	General Information / Company History	☐
b)	Expertise of Company and all proposed sub-consultants, including Qualifications and Experience of Personnel	☐
i.	Experience	☐
ii.	References	☐
iii.	Staff Qualifications/Resumes, List of Sub-consultant(s), Organizational Chart	☐
iv.	College/County Contracts	☐
v.	Supplemental Information	☐
c)	Quality Control	
i.	Operational Plan	☐
ii.	Record and Reporting Systems	☐
iii.	Operating Problems	☐
d)	Financial Viability	
i.	Financial Statements	☐
ii.	Indebtedness to County and/or College	☐
iii.	Liens and Litigation	☐
IV.	TECHNICAL PROPOSAL	☐
a)	Understanding of Project Requirements, Management Techniques and Approaches	☐
b)	Anticipated Issues and Resolution	☐
V.	COST PROPOSAL	☐

Request for Proposal - R1800003 **Advertised February 1, 2018**
Suffolk County Community College
Consulting Services for Process Improvements related to Banner and Degree Works

TAB	ITEM	Please check if Included
VI.	REQUESTED CHANGES TO MODEL AGREEMENT (To be submitted with "Original" proposal only & not with any of the copies)	☐
VII.	FORM LL52 – DISQUALIFICATION OF NON-RESPONSIBLE BIDDERS	☐
VIII.	FTS FORM STATEMENT OF NON-COLLUSION (To be submitted with "Original" proposal only & not with any of the copies)	☐
IX.	LOCAL BUSINESS CERTIFICATION FORM SCPD-8A (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	☐
X.	SCEX FORM 22 - PUBLIC DISCLOSURE STATEMENT (To be submitted with "Original" proposal only & not with any of the copies)	☐
XI.	FORMS LHE-1 AND LHE-2 – LAWFUL HIRING OF EMPLOYEES	☐
XII.	LIVING WAGE FORM LW-1	☐
XIII.	LIVING WAGE FORM LW-38	☐
XIV.	VENDOR REGISTRATION FORM	☐
XV.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, if any (To be submitted with "Original" proposal only & not with any of the copies)	☐
XVI.	CD-ROM or THUMB DRIVE OF ORIGINAL HARDCOPY SUBMISSION	☐

* ***For the asterisked items:*** ***Please provide one copy of the requested forms as part of the original proposal only.***

The required number of originals as indicated in Section I of the RFP, should be unbound and provided in a separate envelope.

End of text for Section I

Section II
Award Criteria

Responses to the items set forth under each of the categories below, will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award. **Failure to include information as requested under any of the sub/sections in the Proposal may lead the firm to be disqualified.** The responses to each of the categories **must be separated by clearly labeled tabs into the sections and sub-sections identified below, and reflected in the Table of Contents (form provided in Section I) of the Proposal submitted.**

1. General Qualifications:

a. General Information/Company History

i. Company Name, e-mail, main address and all branch office addresses.

ii. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, sole proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.

iii. Year Company was founded and brief history.

iv. Total number of employees. Include an organization chart as relevant.

v. Location(s) from which majority of the staff will be providing services.

vi. Annual fee income for the past three (3) years.

vii. The general and specific design specialties/expertise and overall resources.

b. Expertise of Company, including Qualifications and Experience of Personnel

i. **Experience:** Higher education experience is a requirement. Those firms that do not have higher education experience providing services similar to those defined in the RFP in both Banner and Degree Works will not be considered. This is a Pass/Fail requirement.
Provide general background information explaining why the firm is well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Provide a brief history and description of the firm's experience with special emphasis on any experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges.

Provide a description of the firm's background and experience, and its capability to assign staff to provide services as stipulated in the RFP. Note that the use of sub consultants is not permitted. All work must be performed by the selected

firm.

- Description of your Company's expertise and experience as it relates to implementation services on projects of similar scope.

For any projects undertaken and identified in this sub-section, Proposer is not required to provide client contact information.

ii. **References:** References must be provided. This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for the Company. References from institutions of higher education are expected to be included.

Proposer must submit a list of at least three representative clients, including any other public community colleges, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:

- A detailed description of the scope;
- Client/company name;
- Name, title, and role of reference;
- Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. Consultants should check the references they submit, to ensure that each reference and the associated contact information is current.

iii. **Staff Qualifications/Resumes:** Describe the specific qualifications and background of your staff in this sub-section, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience.

The information submitted must include:

- Consultant Information
  - Identify your firm's management team, clearly identifying and describing the title and role of the staff who will be assigned to the College's account. Proposer must include organizational chart in this section.
  - Describe the experience and qualifications of your firm's management team, and the team that will be assigned to the College's account. Indicate the availability of the management team and all other personnel required for this assignment.
  - Provide resumes of proposed key staff who will be assigned to the College's account, inclusive of a description of the qualifications, educational background, and work experience for all personnel who would performing the tasks required under this RFP.

iv. **College/County Contracts:** In this sub-section, provide a list of all contracts

with the College or the County of Suffolk, if any, within the last five years (regardless of type of service) and the time period for those services.

v. **Supplemental Information:** Include any brief supplemental information that may be relevant to your qualifications for the work. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.

vi. **Minority and Women-owned Business Enterprises (MWBEs"):** Submit a statement detailing if and/or how the Company will utilize the services of MWBEs if awarded the contract.

c. **Quality Control**

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

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

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

d. **Financial Viability**

i. **Financial Statements**

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

ii. **Indebtedness to County and/or College**

(1) Submit a statement as to indebtedness, if any, to the County and/or College.

(2) Submit a listing of all outstanding liens, if any, against Company.

iii. **Liens and Litigation**

(1) Submit a summary of litigation, if any, against Company and its disposition.

2. **Proposed Services/Products:**

a. **Understanding of Project/Service Requirements, Management Techniques and Approaches** – Convey your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. Summarize how

you will respond to the specific scope of work; identifying the various management techniques, approaches and strategies that will be utilized under this Agreement. Include information addressing the following issues: Describe the level of continual two-way communication you will maintain with faculty and College administrators throughout the entire project. Discuss any specific or special qualifications.

b. **Anticipated Issues and Resolutions** – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

3. Cost Proposal:

a. Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:

i. Billable rates that will be applicable to consulting engagements.

ii. Information related to travel expenses.

End of text for Section II

Section III
Scope of Work

1. Anticipated Service Needs for the College's Admissions Department:

a. A complete forensic audit of the current use of the Banner admissions module at the College.
b. A review of the functions currently being utilized in the Banner admissions module to determine whether the functionality is properly being employed to its fullest capacity.
c. Functionalities in the Banner admissions module which are not being utilized by the College.
d. Provide "best practices" for the use of functionalities within the Banner admissions module.
e. What process are other Banner schools using for paying an application fee?
f. The integration of a CRM system and the Banner admissions module.
g. The impact of Banner 9 on the admissions module.
h. Provide training for admissions personnel for the recommended upgrades for the use of the Banner admissions module.

2. Anticipated Service Needs related to Degree Works (DW):

a. Review and critique of College's current DW version, instance and status.
b. Review and configuration of Shepentry, SHPCFG, bannerextract.config, and Surecode UCX configurations .
c. Provide Transit Tool options, functions and best practices.
d. Server Side review of structure, function and content.
e. Database Schema review.
f. Scribe management.
g. Assessment of College's security roles and protocols
h. Best practices in maintaining localizations (per DW style sheets), DegreeWorks 5.x changes how localizations are applied, review and best practices.
i. Audit Dashboard review, Navigation and Menu Option configuration, review and best practices.
j. Understanding and managing audit and diagnostic reports.
k. Management of and best practices in handling Exceptions in DW.
l. Management of and best practices in handling graduation processes.
m. Management and best practices for handling new students (i.e. quick admits).
n. Assist with configuration changes that will be needed to accommodate spring start revisions/new programs.

3. Other Services:

The College may engage the Consultant for any other consulting services related to Banner or Degree Works at any time during the term of the agreement. In addition, the College may implement a Constituent Relationship Management Software (CRM) system in the near

future and services may be required to integrate the new CRM system with Banner.

4. Assignment of Work:

At the time a service need is identified and ready for assignment to the Consultant, the College and the Consultant will discuss the requirements and clearly define the services to be provided under a written Statement of Work. The level of effort and associated cost shall also be defined in the Statement of Work.

5. Confidentiality and Security of Data

The Company shall ensure that if, during the course of providing services to the College, the Company is provided access to confidential and security sensitive data, servers, and systems the information will remain confidential and secure, in accordance with all applicable laws, rules and regulations, as well as College policies and procedures.

The Company shall execute confidentiality or nondisclosure agreements as required by the College.

Services must be provided in accordance with applicable laws, rules, regulations, and professional standards for data and network security, as well as College policy. The Company and its representatives will be expected to work with the College's Office of ITS, and specifically with the Information Security Officer to ensure the College's data and network security needs are satisfied. The Company must review all College IT policies and confirm it will adhere to these in their entirety.

Should the Company have a breach of College data or access to the College system, the Company shall assume full responsibility for all costs associated with remediation required by law and/or the result of litigation brought against the College.

End of text for Section III

Suffolk
COUNTY COMMUNITY COLLEGE

February 6, 2018

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1800003
CONSULTING SERVICES FOR PROCESS IMPROVEMENTS RELATED TO BANNER AND DEGREE WORKS

Attention to Proposers:
This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter, which provides responses to questions raised by a potential proposer.

Q1: What had led to the review for Admissions?

A1: The College's commitment to assessment requires each area in Student Affairs to complete a program review. The program review completed by the Admissions area provided an overall assessment of the College's current admissions application process. This review listed recommendations for enhancement and improvement. In addition, the College has not implemented all of the features associated with the Banner admissions module, nor adopted current best practices.

Q2: When was Banner implemented for Admissions?

A2: 2007

Q3: Is there a CRM in place today, if so what is the current solution and what areas is it supporting today?

A3: No, the College does not have a CRM system in place at this time. However, the purchase of a CRM system is under consideration.

Q4: What is desired in the "forensic audit" of Banner admissions beyond the overall effective use of the module, the related data and the full use of available features and functionality?

A4: The "forensics audit" will provide the Office of Enrollment Management with a complete overview of the processing areas in admissions which may require change or improvement.

Suffolk
COUNTY COMMUNITY COLLEGE

February 6, 2018

ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R1800003
CONSULTING SERVICES FOR PROCESS IMPROVEMENTS RELATED TO BANNER AND DEGREE WORKS

Q5: Where is the College in the process of implementing Degree Works and what is the timeline go live?

A5: Degree Works is housed in both Development and Production environments in the 4.1.6 version. The College is currently vetting our scribe, preparing training and communication materials, and working towards a solution to bring Exceptions into Degree Works from Banner. While the go-live timeframe is scheduled for the latter part of the spring semester for advising and registration functions, we will not be live for graduation processing. The College anticipates that this will take a few more months. Work on SEP is scheduled for a later date as well.

Q6: Is Banner and Degree Works hosted internally or externally?

A6: We are hosted externally.

The proposal due date and time of February 16, 2018 no later than 12:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

_____
Firm Name

_____ _____
By (Sign in ink) Title

_____ _____
Print Name Date

Suffolk
COUNTY COMMUNITY COLLEGE

February 7, 2018

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1800003
CONSULTING SERVICES FOR PROCESS IMPROVEMENTS RELATED TO BANNER AND DEGREE WORKS

Attention to Proposers:
This constitutes Addendum No. 2 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter, which provides responses to questions raised by a potential proposer.

Q1: Do you have Ellucian's Banner communication management?

A1: No.

Q2: Is your current catalog up to date with all programs?

A2: The printed copy of the College's current catalog has not been completely updated with all programs, but the online version has mostly been updated. In addition, there are also a few programs that begin in the Fall of 2018 for which updates need to be made.

Q3: What reporting tool do you use?

A3: Argos

Q4: Is Luminus Portal implemented?

A4: Yes

Q5: Have you implemented Workflow in any of your Banner modules?

A5: No

Q6: Who is hosting your Banner and DegreeWorks?

A6: External hosted by a vendor in upstate New York. This information will be provided to the selected Consultant.

Suffolk
COUNTY COMMUNITY COLLEGE

February 7, 2018

ADDENDUM NO. 2
REQUEST FOR PROPOSAL NO. R1800003
CONSULTING SERVICES FOR PROCESS IMPROVEMENTS RELATED TO BANNER AND DEGREE WORKS

The proposal due date and time of February 16, 2018 no later than 12:00 PM remains unchanged.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castaño

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

_____
Firm Name

_____ _____
By (Sign in ink) Title

_____ _____
Print Name Date

End of Text for Exhibit F

EXHIBIT G
Consultant's Proposal

Consultant's Proposal submitted February 16, 2018, in response to the College's RFP for Services in connection with Consulting Services for Process Improvements Related to Banner and Degree Works, is incorporated herein by reference.

End of Text for Exhibit G