AMENDMENT NO. 4

WHEREAS, on September 20, 2019 **Suffolk County Community College ("College") and Canusia, Inc. ("Consultant")** entered into an Agreement wherein Consultant agreed to provide a comprehensive concurrent enrollment management system, inclusive of, but not limited to, student enrollment, course registration, student rendering of payment processes, communications and directives, and other services that may be requested by the College to implement a fully-integrated digital environment **("Services")**; and

WHEREAS, the initial term of the Agreement commenced on **August 1, 2019** and expired on July 31, 2020; and

WHEREAS, on May 26, 2020, the parties executed Amendment No. 1 to the Agreement, thereby extending the term thereof to July 31, 2021; and on December 14, 2021, the parties executed Amendment No. 2 to the Agreement, thereby extending the term thereof to July 31, 2022; and on August 2, 2022, the parties executed Amendment No. 3 to the Agreement, thereby extending the term thereof to **July 31, 2023** (the Agreement and all Amendments collectively, hereinafter referred to as the **"Original Agreement,"** are incorporated herein and made a part hereof; and

WHEREAS, the College desires to exercise its fourth option to renew and extend the term of the Original Agreement for an additional one (1) year upon the same terms, conditions and cost.

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

1) The term of the Agreement shall hereby be extended for an additional one (1) year period **through July 31, 2024**; and

2) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

All "Notices Relating to Payments, Reports or Other Submissions" for the College must be delivered to:

Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

All "Notices Relating to Insurance" for the College must be delivered to:

David T. Schneider
Executive Director – Risk Mitigation
Suffolk County Community College
533 College Road, NFL 125
Selden, NY 11784

All Notices Relating to Termination and/or Litigation for the College and County must be delivered to:

Alla Brodsky, Esq.	and	Suffolk County Attorney
College Deputy General Counsel		Suffolk County Department of Law
Suffolk County Community College		H. Lee Dennison Building
533 College Road, NFL 230		100 Veterans Memorial Highway
Selden, NY 11784		Hauppauge, NY 11788

3) All other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect for the term of this Amended Agreement.

4) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties hereto.

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

Canusia, Inc.
FID# 46-1166400

By: _Avinash Kadaji_
Avinash Kadaji
CTO/Acting President

Date: 07/25/2023

Suffolk County Community College

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

Date: 7/25/23

Approved as to Legality:
Suffolk County Community College

By: _____
Alla Brodsky, Esq.
College Deputy General Counsel

Date: 7/25/2023

Approved:
Suffolk County Community College

By: _____
Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs

Date: 7/25/23

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and **Canusia, Inc.** ("Consultant") entered into an Agreement on September 20, 2019 wherein Consultant agreed to provide to the College a comprehensive concurrent enrollment management system, inclusive of, but not limited to, student enrollment, course registration, student rendering of payment processes, communications and directives, and other services that may be requested by the College to implement a fully-integrated digital environment **("Services")**; and

WHEREAS, on May 26, 2020, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to July 31, 2021, and

WHEREAS, on December 14, 2021, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to July 31, 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.

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 **August 1, 2022 through July 31, 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.

Canusia, Inc.
FID# 46-1166400

By: _____*Avinash Kadaji*_____
Avinash Kadaji
CTO/Acting President

Date: 07/29/2022

Suffolk County Community College

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

Date: 8/2/22

Approved as to Legality:
Suffolk County Community College

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

Date: 8/1/2022

Approved:
Suffolk County Community College

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

Date: 08.01.2022

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and **Canusia, Inc. ("Consultant")** entered into an Agreement on September 20, 2019 wherein Consultant agreed to provide to the College a comprehensive concurrent enrollment management system, inclusive of, but not limited to, student enrollment, course registration, student rendering of payment processes, communications and directives, and other services that may be requested by the College to implement a fully-integrated digital environment **("Services")**; and

WHEREAS, on May 26, 2020, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to July 31, 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 the period beginning **August 1, 2021 through July 31, 2022**; and

2) All other terms and conditions of the original Agreement and Amendment 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.

Canusia, Inc.
FID# 46-1166400

By: _____Avinash Kadaji_____
Avinash Kadaji
CTO/Acting President

Date:_____12/09/2021_____

Approved as to Legality:
Suffolk County Community College

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

Date: _12/9/2021_____

Suffolk County Community College

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

Date: _____12/14/21_____

Approved:
Suffolk County Community College

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

Date: _____12.09.2021_____

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and **Canusia, Inc. ("Consultant")** entered into an Agreement on September 20, 2019 wherein Consultant agreed to provide to the College a comprehensive concurrent enrollment management system, inclusive of, but not limited to, student enrollment, course registration, student rendering of payment processes, communications and directives, and other services that may be requested by the College to implement a fully-integrated digital environment **("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 Agreement shall be extended for one (1) year beginning **August 1, 2020 through July 31, 2021**; and

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.

Canusia, Inc.
FID# 46-1166400

By: _Avinash KS_
    Avinash Kadaji
    CTO/Acting President

Date: 05/23/2020

Suffolk County Community College

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

Date: 05/26/2020

Approved as to Legality:
Suffolk County Community College

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

Date: 05/26/2020

Approved:
Suffolk County Community College

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

Date: 5.26.2020

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 Education Law, under the sponsorship of the **County of Suffolk (County),** a municipal corporation of the State of New York, and

Canusia, Inc. ("Consultant"), a New York corporation having its principal place of business at 120 Miles Avenue, Syracuse, New York 13210.

The parties hereto desire for Consultant to provide the College with a comprehensive concurrent enrollment management system, inclusive of, but not limited to, student enrollment, course registration, student rendering of payment processes, communications and directives, and other services that may be requested by the College to implement a fully-integrated digital environment **("Services").**

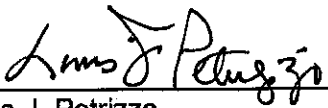|	
Term of Agreement:	**August 1, 2019 through July 31, 2020,** with four (4) additional one (1) year options to renew at the sole and absolute discretion of the College.
Total Cost of Agreement:	As set forth in Exhibit E, attached hereto.
Terms and Conditions:	Shall be as set forth in Exhibits A through 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.

Canusia, Inc.
Fed. Tax ID # 46-1166400
Tel.: (315) 407-1602

By: _____
Avinash Kadaji
CTO/Acting President

Date: _____08/20/19_____

Suffolk County Community College

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

Date: _____09/20/19_____

Approved as to Legality:
Suffolk County Community College

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

Date: ___9/19/19___

Approved:
Suffolk County Community College

By: _____
Sara E. Gorton
Associate Dean of Financial Affairs

Date: ___9/19/19___

LIST OF EXHIBITS   <u>Page</u>

EXHIBIT A
General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP), which was advertised on October 4, 2018; and

Whereas, the Consultant submitted a proposal in response to such RFP on October 25, 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.

   (i)   In no event will either party be liable to the other party for punitive, incidental, indirect or consequential damages of any kind in connection with this Agreement, even if the party who is liable has been informed in advance of the possibility of such damages, except when such damages are caused by the gross negligence or willful misconduct of the party or its employees.

   (ii)   Contractor's liability for any claim, loss or liability arising out of, or connected with the products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, intellectual property infringement, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to the payments made by SCCC, unless such damages are caused by the gross negligence or willful misconduct of Contractor.

   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

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

EXHIBIT D
Description of Services

IV. TECHNICAL PROPOSAL

Proposers shall tailor the RFP response to this section as deemed most appropriate based on the specific services being proposed in the RFP response.

a. <u>Understanding of Service Requirements, Management Techniques and Approaches</u> – Convey your understanding of the service requirements and demonstrate a thorough recognition of the services, system, and potential problems to be addressed. This includes, but is not limited to, the following:

i. Summarize the Proposers management and approach, including:

1) How you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized under this Agreement.

ANSWER: Canusia will meet all the requirements as provided in Section III, Scope of Work, of this RFP. Canusia understands that there could be changes as business requirements evolve and may need to be flexible in the successful development and implementation of a comprehensive software management system for the "Beacon Program." With this in mind, Canusia has strategically developed modules that can be easily programmed in phases to meet the specific needs of our clients.

At Canusia, we structure our projects based on SCCC business requirements. During the Design phase, our initial conversations will focus mainly on the requirements of SCCC's Phase I and Phase II. We will detail the core modules SCCCC requires and then plan the project implementation. We find that depending on the school's needs, some modules will set the critical path and may need several iterations to implement and adjust accordingly. For those modules, we follow more of a "sprint" based approach to allow for rapid development and testing. Other modules fall into place in a more logical way and for those we would follow a more 'Phase' based approach. Those are implemented over a slightly longer period of time, but complete in one round, rather than several. This hybrid approach helps us break down and manage work based on what is needed and what is discovered during the project, so we can adapt more easily when issues arise.

Canusia's strategic partnership with one of the largest CEP programs in the country gives us insights into the needs of the evolving CEP industry including curriculum and partnership development, laws, regulation, and policies, and business operations, all of which our clients will benefit from. Canusia has more than 30 years of experience in the CEP industry. No other company currently exists with the depth of knowledge, and qualified experience of the operations and needs of a growing CEP programs.

2) Demonstrate 3-5 years of experience in each of the required phases as set forth in Section III - Scope of Work, including but not limited to, synchronized integration with Banner processes.

ANSWER: Please refer to Appendix A and B for illustrative examples of the custom developed modules which include the functionalities as required under Section III-

Scope of Work.

Canusia has been providing comprehensive, custom solutions to Concurrent and Dual-Enrollment programs for the past 7 years. We have successfully implemented Phase I and Phase II requirements as provided in Section III of this RFP and many other modules with functions in the Scope of Work. We continue to provide customized CEP management software systems to the following schools currently under contract: Syracuse University, University of Pittsburgh, Weber State University, Laramie County Community College, University of Wisconsin-Oshkosh, Salt Lake City Community College, and the University of Maine System (6 colleges).

We have successfully synchronized our CEP MANAGER with Banner. We follow all protocols and policies of our clients when working with the client's enterprise systems. We are able to adapt and be flexible on how data is exchanged between Banner and CEP MANAGER. We will follow all requirements and utilize the resources available through Ellucian Banner's "The Community Source Initiative" (https://www.ellucian.com/Solution-Sheets/Community-Source/)

Typically, when we synchronize between enterprise systems and our CEP MANAGER data is exchanged the between CEP MANAGER using standard XML files placed on a secure FTP site. Our clients will upload an XML file to the FTP site and CEP MANAGER will download and process the file. Banner always remains the official record holder. CEP MANAGER will schedule automatic uploads as needed by our clients. Enterprise system such as Banner will initially provide CEP MANAGER with the campuses unique course and course section which CEP MANAGER will consume. CEP MANAGER will transfer to the enterprise system the student admission application information and receives back the unique student registration number from the client. CEP MANAGER can also connect with enterprise system real-time online and receives back a student identifier. CEP MANAGER will request course registration and receives back from the enterprise system an approved or non-approved notice. CEP MANAGER will receive a filtered bulk list of courses and course sections from the enterprise system.

Again, our synchronization process with campus enterprise system is flexible and is custom developed with the requirements of our client's enterprise system. We were closely with the IT department of our clients ensuring all security and policy protocols are followed and adhered to.

> 3) Describe the level of continual two-way communication you will maintain
> with College administrators.

ANSWER: Canusia's foremost principle behind our business is developing a strong relationship with our partner clients. It is imperative that Canusia and SCCC act as partnership in the development software that will allow for successful implementation of Phase I, Phase II, and the Scope of Work.

At the beginning of implementation, we work with the client to understand their needs

and workflow. We adapt our solution and software to match their requirements, workflow and nomenclature. Our exceptional attention to client needs has built strong client support and reliance on our solutions to fully support CEP operations.

We continuously work with our clients to further refine our software and when requested and develop new modules. Our team is responsible for all support, and maintenance of the system. This ensures the system evolves when the business processes evolve without overburdening your campus IT staff. We act as your virtual software developer and support team.

Our Project Manager will be Kathy Walter. Ms. Walter has two decades of experience managing IT projects. Any services requiring management is reported directly to Kathy who reports to Avi Kadaji, CTO.

SCCC will have access to our Project Manager's direct cell line and email, as well as phone numbers and emails to our helpdesk and our CTO.

4)   Discuss any specific or special qualifications.

ANSWER: We believe we are most qualified because we understand that concurrent and dual enrollment plays an increasingly important role in higher education allowing colleges and high schools to work together to serve students. Students who have completed high school requirements, but who may still have remaining high school graduation requirements to meet, begin college coursework decreasing time gaps in their learning. Students develop confidence in undertaking college work while having their high school support network in place. Student report a benefit of college credits earned in while in high school provides them with the flexibility when they attend college full time. Supporting students through a CEP program involves many on-campus and off-campus constituents. Canusia software solutions was designed and implemented to manage all aspects of a concurrent enrollment program accounting for multiple campuses, high school calendars, course prerequisites, enrollment and class confirmation, high school guidance overview, and college faculty oversight. Canusia helps colleges and high schools work seamlessly to provide a bridge to serve students, parents, teachers and college faculty.

5)   Articulate the staffing and time resources required on the College side, both functional and technical, required to implement your system based upon previous working groups.

ANSWER: On SCCC's end we require initial participation of SCCC's CEP coordinators to help us understand system requirements. We recommend these meetings be conducted virtually to ensure participants do not have to spend time travelling. We will also require participants from SCCC's IT to help provide information on system integration with university enterprise systems. With our current clients, their university IT currently spend about ten hours on an annual basis towards system support.

ii. Demonstrating how the system meets the requirements defined in Section III. Scope of Work, Sub-section II. System Requirements which include, but are not limited to:

ANSWER: The following table provides illustrative examples of what our CEP MANAGER is capable of and examples of custom developed solutions for our clients. No two systems of CEP MANAGER are alike. Each has its own unique features and functionalities. Please see Appendix A that include Exhibits at the end of this Section. Please be advised that Canusia will customize and configure any features SCCC has not contemplated for this RFP.

Table 1. (Corresponding Exhibits are provided in Appendix A)

Service Offering	Corresponding Exhibits
Canusia will provide a fully configurable and sophisticated workflow that is seamless, compatible and automatically exchanges data with SCCCI's Banner information system. The workflows can dynamically adjust based on previous selections or steps.	Please see Exhibit 1.
Canusia will assist with the implementation of the product, will provide webinar trainings for high school counselors and other staff and will provide recordings of webinars for viewing anytime. Canusia will also provide technical support staff and help desk service.	Canusia will assist SCCC every step of the way in customizing and implementing the software. The proposed pricing includes one on-site visit for training and will provide webinar recording for viewing anytime.

CEP MANAGER will guide students through the registration process to ensure registration items are met and send out reminders for outstanding items. CEP MANAGER will provide step-by-step guidance for students to register for classes. DEM is capable of notifying students that the registration is incomplete via either email or text message.	Please see Exhibit 1-A through 5.
After the student initiates the registration process creating a student account, emails and/or text message alerts must be sent automatically to the students/parents/high school administrators and college personnel to inform them of the status of the registration or necessary approvals. CEP MANAGER can be customized to send automatic email or text to students, parents, high school administrators, and college personnel to inform them of the status of the registration or necessary approvals.	Please see Exhibit 5.
CEP MANAGER will ensure college registration requirements are met including biographical/demographical information that will be verified in SCCC's Banner information system prior to being moved into Banner. CEP MANAGER can be configured to check for duplicate registrations in both CEP MANAGER and Banner, in real-time, by verifying the student's name, social security number, address, and email or other requested fields.	Please see Exhibit 26 for error message for duplicate registration.
CEP MANAGER has the ability to collect high school transcripts and test scores. Data must be tracked and students notified automatically regarding their registration status through this product. CEP MANAGER collects high school transcripts, test scores, and other requirements and will notify students, teachers, and college personnel regarding the status of missing requirements.	Please see Exhibits 6, 7, 8, 19, & 28.
CEP MANAGER can provide SCCC with tools to ensure college student and course standards are met and information is managed for high school instructors who teach the college course(s). CEP MANAGER allows college personnel including faculty to review syllabi, download and view teacher certifications to see if the teachers attended required seminars and workshops.	Please see Exhibit 32 & 33.

CEP MANAGER can be configured to send automatic emails and/or text alerts to notify parents, guidance counselors, high school administrators and college personnel to approve the registrations of classes by students. Every person involved in the process will have a unique portal to enter the system to get information, upload, approve, or correspond with everyone else.	Please see Exhibit 1,5, 27, & 28
CEP MANAGER allows students to search for classes by location, type, subject, time, and high school requirements.	Please see Exhibit 4
CEP MANAGER has drop/add features in case of schedule changes.	Please see Exhibit 29
CEP MANAGER can be configured to accept individual high school payment, scholarships, invoices, credit card payments, depending on the circumstance determined by SCCCI. SCCC can provide add/drop deadlines which will trigger payment process.	
CEP MANAGER has a built-in course proposal module allowing teachers to submit a course proposal which will notify school principals, district administrators, college deans/ associate deans, to approve the course, while keeping an audit trail of correspondences.	Please see Exhibit 25

As one of CEP MANAGER's core modules, the system allows for reporting on all colleges offered at high schools, on-campus, on-line and off campus. CEP MANAGER manages all aspects of high school instructor qualifications including certifications, monitoring attendance for seminars, notifications, correspondence, courses taught, allows upload of documents, and can be customized to include other features CCRI deems necessary. For instructor qualification module	Please see Exhibits 9 - 15
CEP MANAGER will ensure that all required data processing is prepared to SCCC's requirements prior to data integration with Banner. CEP MANAGER is designed to capture any discrepancies such as duplicate registrations or incomplete enrollments. An error message will prompt when there are discrepancies between two systems.	
Payment processing will be handled by PCI-DSS compliant gateways such as Authorize.net, Stripe, PayPal etc.	Please see Exhibit 30 & 31
CEP MANAGER allows for different options for payment of courses. Any payment option CCRI requires can be customized into the system.	Please see Exhibit 30 & 31

The system will allow SCCC to generate individual student and/or high school invoices and be customized to other requirements.	Please see Exhibit 30
Data will be stored in one central database. As a CEP staff you will be able to run customized reports for any of your constituency. You can run reports by classes, students, high schools, teachers, and this can be done under specific counties.	Please see Exhibit 17-21.

1) Banner integration

ANSWER: Canusia exchanges data with the campus enterprise systems such as Banner using standard XML files placed on a secure FTP site. We anticipate that SCCC will upload an XML file to the FTP site and Canusia, in turn, downloading and processing the file. Canusia will schedule automatic uploads as needed by SCCC. We will follow all requirements and utilize the resources available through Ellucian Banner's "The Community Source Initiative" (https://www.ellucian.com/Solution-Sheets/Community-Source/)

We anticipate the SCCC's Banner system will initially provide CEP MANAGER with SCCC's unique course and course section which CEP MANAGER will consume. CEP MANAGER will transfer to Banner the student admission application information and receives back the unique student registration number. CEP MANAGER can also connect with SCCC's online and receives back a student identifier. CEP MANAGER will request course registration and receives back from BANNER whether it was approved or not. CEP MANAGER will receive a filtered list of courses and course sections from Banner. This could be an exchange at the beginning of the semester or it could be updated as the class becomes full. be a dynamic data set updated, for example when a section becomes full.

2) System and data security, including authentication protocols

ANSWER: Our system supports integration with multiple authentication protocols. We support SSO via CAS, LDAP, Shib, and ADFS. In terms of system security, we employ OWASP guidelines in all our development processes. The system and the processes are internally audited on a periodic and routine basis using various intrusion detection systems. This process is mandatory before any release minor or major.

Data security is handled is multiple tiers. Our development, QA team work on and test the system against internal dummy data. Only the CTO has access to the production server and client server to push updates. All data servers that host the DB are encrypted using AES-256 algorithm at rest. More details are provided in the cloud questionnaire.

3) Role and credentialing approach and process. This includes methodologies for verifying students' identities against existing records, and using an existing record when an identity is confirmed.

ANSWER: This is a tiered process as well and depends on the data that is collected during registration process. When checking for student identity against data in our system we are flexible to support client recommended protocol. By default, our system checks for SSN, Dob, Name and address. The way integration with Banner is defined will allow for a second layer of identity check.

4) Registration and payment remittance functionality and processes

ANSWER: Successful deployment of our system requires us to learn your business processes. The short answer to this that we are capable of implementing custom workflows to mirror your business processes. We have done the same for all our clients. This methodology allows to tailor the registration workflows to your current process.

In terms of payment remittance, we are capable of integrating with any existing payment processing systems the college currently has. We have done so with vendors like CASHNet and Nelnet.

5) Assessment and reporting functionality

ANSWER: Our integrating evaluation system (IES) allows you to easily develop, and deploy online assessments. IES comes pre-populated with all NACEP mandated survey instruments. There is a separate reporting and visualization tool that allows to easily develop custom reports to export any data that is stored in the CEP Manager. Reports like class lists, high school list, high school administrator exports. There are 50+ default reports available and room to add any custom reports.

6) Various functionalities for communication, and creating, analyzing,

program surveys

ANSWER: Our integrating evaluation system (IES) allows you to easily develop, and deploy online assessments. IES comes pre-populated with all NACEP mandated survey instruments.

7) Functionalities that are part of the system's baseline feature(s), that are add-ons, or customized solutions.

ANSWER: Please see Appendix B

Canusia's will customize and successfully implement, on either SCCC hosted or cloud-hosted, our baseline product "CEP MANAGER" that securely allows colleges and universities to track and manage students, online registration, high schools, teachers, classes, teacher visits, visit reports, integrated valuation survey module, that meets the requirements of National Alliance for Concurrent Enrollment Partnership (NACEP), and modules for accreditation and re-accreditation of CEP programs as required by NACEP.

CEP MANAGER also allows for student payments, parental consent, bill pay and invoicing, and can work with any enterprise system, including integration with Banner system. Below are some of the other key elements of the system that is included in the price proposal:

- **Fully customized web-based solution**
- **Hosted on your servers or on the cloud**
- **24/7 technical support accessible via support tickets and phone**
- **Security Audits, Access Control, ADA, and FERPA Compliant**
- **Multiple portals & access points customized for different users**

Our complete solution, as part of the cost proposal, including full customization and deployment include the following modules in Table 1 below:

Table 1

CEP Staff	Students/Parents	Teacher/High School	Faculty/Liaison	Reports
- Integrate with Banner & campus payment systems - Run reports - Manage student, classes, teachers, high school, & faculty - Send email alerts - Manage records - Accreditation and Reaccreditation Modules - Survey - Customer Relations Management - Align with NACEP requirements and standards	- Register for class - Pay tuition - Upload requirements - Parental signature - Access student records	- Online application - Upload documents - Schedule visits - Track seminar sessions - Correspond with CEP program staff	- Schedule Visits - Submit online visit report - Track Expenses -Look up classes, teacher, and high school information	- Customize reports - Credits - Tuition - Classes - High Schools - Students - Faculty - Demographic - Geographic

8) Proposers are to include a description of their system's ability to accept, display, secure and manage electronic files; and how files may be extracted for use in other College systems.

   ANSWER: All data transfer between our system and college systems will occur over secure encrypted channels.

9) Proposer shall provide description and samples of standard reports that already exist in the system.

   ANSWER: Please see Table 1 "Report" above. We can also custom tailor reports as requested by SCCC.

iii. Provide a timeline and schedule for the installation, set-up, and implementation of the system for the Phases. In addition, describe your process to provide implementation status reports, which identify:
   1) Tasks accomplished during the reporting period
   2) Tasks to be accomplished during the next reporting period;
   3) Any significant deviation from previously agreed-upon work plans and

reasons for the delay;
4) Major concerns or issues, real or anticipated, and proposed.

ANSWER: The timeline below represents our typical implementation schedule but it can be adjusted to the needs of SCCC.

Table 2

Implementation	Timeline
Phase 1: Kick-off & Requirement Analysis • Meet with campus representatives to understand system requirements	**December 1, 2018**
Phase 2: Design • Create project plan including schedules, testing plan, implementation plan, training plan, and transition plan • Submit project plan for review and approval	**To be determined after initial Kick-off & Requirements Analysis Phase. Typically takes 4-8 weeks for plan development, subject to COLLEGE'S internal support and assistance in design.**
Phase 3: Implementation and Testing • **Implement High school Module** • **Implement Classes Module** • **Implement Teachers Module** • **Implement Student/Parental Module** • **Implement Teacher Portal & Visit Report Module** • **Implement Student Portal** • **Integration with enterprise information system**	**To be determined after Design Phase requirements analysis. Typically takes 3-5 months for implementation, subject to COLLEGE's internal support and assistance in design.**
Phase 4: Training & Soft Launch • **Provide Training** • **Launch searchable knowledge-base** • **Launch Teacher & School Admin Portal** • **Launch Student Portal** • **Launch Faculty Portal**	**Spring 2019**
Phase 5: Full Launch - Launch registration module - Launch faculty portal	**Summer 2019**
Phase 6: Support & Maintenance	**Ongoing**

iv. Proposers should describe the methodologies used to develop a complete and comprehensive report containing the program review audit results.

> **ANSWER: Canusia's methodology is to have a systematic and objective assessment of an on-going or completed modules, its design, implementation and results. The aim is to determine the relevance and fulfillment of objectives, development efficiency, effectiveness, impact and sustainability of our client's business objective. We monitor and employ a continuing function that uses systematic collection of data on specified indicators to provide our clients and the main stakeholders of an ongoing development intervention with indications of the extent of progress and achievement of objectives and progress for high school programs. We also review and conduct objective assessments of the performance of our system, periodically or on an ad hoc basis.**

v. Functionalities in connection with Program assessment against NACEP standards to ensure that the College course offerings are of the same quality and rigor as College on-campus courses.

> **ANSWER: Our system has several components that are mapped to different NACEPs standards. With regards to NACEP's Curriculum standard we have modules that will allow your program to collect and review course syllabi in one central easy to use system. We also have reports in place to track, and notify teachers who are missing curriculum. With regards to NACEP's Assessment and Program Evaluation standards we provide modules to perform course evaluation, instructor, principal, and post-grad evaluations through our Integrated Evaluation System (IES). IES will have all the NACEP survey pre-populated. IES also allows preliminary data analysis and also has means to export the raw data into CSV files. As part of the NACEP standard as well our system will allow you to collect faculty site visit reports.**

vi. Limitations related to the use of various client browsers and browser versions

> **ANSWER: The system requires clients to use browser versions that is older than IE8. All versions of Chrome, Safari, Firefox that are released after 2013 will work seamlessly.**

vii. The Proposer shall describe their ability to provide subsequent years of support and maintenance, and provide additional support to the College as the program is implemented methodically, in phases, as well as to provide additional support for the participating high school community constituents. Describe your annual maintenance and support options, including timeframe for the availability of support, and method and response time the College would use to contact customer service to report an issue.

> **ANSWER: Canusia is available to support and maintenance of the "CEP Manager" after the termination of this contract. Please be advised that all customization of the modules outlined in Table 2 are included in our price**

proposal and SCCC is not responsible any payments related to those modules. SCCC has the flexibility to implement these modules at its own pace as its program needs evolve without additional fees. SCCC will be responsible for additional fees for any new modules that SCCC desires for Canusia to develop and implement.

Canusia staff will be responsible for all support, maintenance and updates of the customized system (cloud and self-hosted environments) ensuring maximum availability while adding no additional burden on your IT teams. Our support team is available to answer questions via our help desk during normal business hours (7 AM – 5 PM EST). Non-critical errors submitted via out email support system will be responded within 2 hours during business hours. SCCC will be provided the CTO's cellphone number to report mission-critical errors.

viii. The Proposer shall identify any and all requirements, protocols, etc., to facilitate the purchase and implementation of Phase II for the required tasks as reflected in Section III – Scope of Work.

ANSWER: SCCC will not be required to purchase the items or pay any implementation fee because those items in Phase II are part of Canusia's base product "CEP MANAGER" and is included in the price proposal. Canusia will require SCCC input and guidance on the business needs and protocols that Canusia can use as a guide for implementation.

ix. Additional Features - Describe any additional features of your system available to enhance the College's concurrent enrollment program.

ANSWER: Please see answer on Section II (2)(a)(ii)(7) for additional features that are part of the system that is included in the pricing. Canusia develops additional modules as requested by our clients and these modules are available for purchase. Currently, we also offer degree planning tool for students which can be purchased by SCCC.

x. Training and Support - Describe any training and support proposed to cover the various participants at the College, including, but not limited to, the College's Offices of Academic Affairs and Student Affairs, and Information Technology Services (ITS) to ensure the College's policies, procedures, and data and network security needs are satisfied.
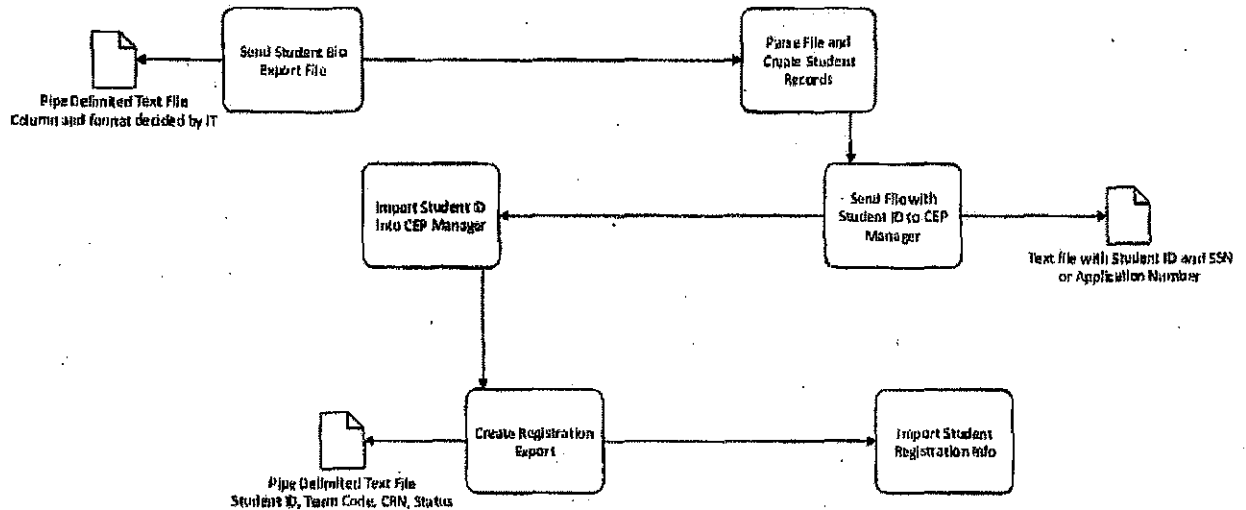
ANSWER: Canusia supports its system through a series of training sessions tailored for each portal and user. We provide one on-site training at no cost. College may record and allow anyone to attend the free training. We also provide hands-on training during the implementation. Canusia will provide online, instructor-led training during each location onboarding. Canusia can provide online, web-based tutorials based on the role of the user. It should be noted that our system is highly intuitive for many users, especially students.

Data Exchange Setup

SIS < = > CEP Manager

Introduction

This document describes the template for 3 different data exchange processes. The diagram below describes the typical workflow.

```
┌──────┐      ┌──────────────┐                      ┌──────────────┐
│      │ ◄─── │ Send Student Bio │                  │ Parse File and │
│      │      │  Export File │ ──────────────────►  │ Create Student │
└──────┘      └──────────────┘                      │   Records    │
Pipe Delimited Text File                            └──────────────┘
Column and format decided by IT                            │
                                                           ▼
          ┌──────────────┐      ┌──────────────┐        ┌──────┐
          │ Import Student ID │  │ Send File with │      │      │
          │ Into CEP Manager │ ◄│ Student ID to CEP│ ◄── │      │
          └──────────────┘      │   Manager    │        └──────┘
                 │              └──────────────┘   Text file with Student ID and SSN
                 │                                      or Application Number
                 ▼
  ┌──────┐  ┌──────────────┐                      ┌──────────────┐
  │      │◄─│ Create Registration │                │ Import Student │
  │      │  │   Export     │ ──────────────────►  │ Registration Info │
  └──────┘  └──────────────┘                      └──────────────┘
Pipe Delimited Text File
Student ID, Term Code, CRN, Status
```

NOTE:

The fields exported typically match the data collected during application process. Not all fields have to be exported.

Course Section Import

This import is to create the class sections data in the CEP Manager and is typically a uni-directional import from the SIS into the CEP Manager.

Frequency:
Multiple times a semester. The frequency is determined during implementation.

Mode Supported:
- Manual - more work on staff of college but gives you control.
- Automated - more work up front for IT staff but eliminates manual interventions.

Format Supported:
- TXT file with Fixed width or Tab or Comma or Pipe Delimited
- XML
- JSON

Fields Supported:
- Section No.
- Course Abbreviation (Eg: ECON)
- Catalog No. (Eg: 101)
- High School*
- Teacher*
- Term
- Pre-requisites
- Credit Hours

Import Report
An excel file report is generated indicating the action taken on data in each row. This report will be generated after each run and can be configured to be sent as an attachment.

* Fields marked with a * are optional. When not included can require CEP Staff to manually assign the class to high school(s)

Student Biographic Data Export

This export is to help create the student records in the SIS. The format and fields in this document will be configured to meet college's specifications.

Frequency:
As often as needed. The frequency is determined during implementation.

Mode Supported:
- Manual - more work on staff of college but gives you control.
- Automated - more work up front for IT staff but eliminates manual interventions.

Format Supported:
- TXT file with Fixed width or Tab or Comma or Pipe Delimited
- XML
- JSON

Fields Supported: (The fields will depend on the student application form)
- First name
- Last name
- Middle Initial
- High School
- Email
- Date of Birth
- Address Fields
- Graduation Date
- Parent Information
- **CEP Manager Unique Record ID**

Post Export Report:
After each export the CEP Manager will require a 'Student Id' report. See next section for details.

Student ID Import

This export is to import the student's official ID into CEP Manager.

Frequency:
Prior to new student data export

Mode Supported:
- Manual - more work on staff of college but gives you control.
- Automated - more work up front for IT staff but eliminates manual interventions.

Format Supported:
- TXT file with Fixed width or Tab or Comma or Pipe Delimited
- XML
- JSON

Fields Supported: (The fields will depend on the student application form)
- CEP Manager Unique Record ID
- Official Student ID

Import Report
After each import the CEP Manager will generate an import summary. Alerts can be configured if a Student ID is already present in the CEP Manager. This will require manual intervention to investigate and possible need to merge records.

Student Registration Data Export

This export is to export the student's registration information.

Frequency:
After student ID import

Mode Supported:
- Manual - more work on staff of college but gives you control.
- Automated - more work up front for IT staff but eliminates manual interventions.

Format Supported:
- TXT file with Fixed width or Tab or Comma or Pipe Delimited
- XML
- JSON

Fields Supported: (The fields will depend on the student application form)
- Official Student ID
- Class Number
- Term

Post Export Report
After each export the CEP Manager will require a 'class export' status report. This report should include the 3 columns plus the a new column 'status code'. Custom notifications can be configured based on status codes.

Appendix A

CEP MANAGER Software Support Service Document

For

Suffolk County Community College

1. "Major Release" and "Major Upgrade" shall mean a release of the CEP MANAGER, which provides significant additional value or utility to the Software.

2. "Minor Release" and "Minor Upgrade" shall mean a release of the CEP MANAGER less than a Major Release. Minor release may include enhancements to usability or value of the product, at the sole discretion of Canusia, Inc.

3. "Maintenance Release" shall mean a release of the software that provides fixes to CEP MANAGER technical problems, defects or bugs.

4. "Maintenance Update" shall mean a fix or workaround for a customer identified CEP MANAGER defect that corrects, avoids or provides a workaround for such defect.

5A. "Severe Software Problem" shall mean a CEP MANAGER defect that substantially reduces the reliability or functionality of the CEP MANAGER or renders unusable the CPU in which the CEP MANAGER is loaded.

B. License Necessary: Support for the CEP MANAGER is contingent upon you having in effect a valid license with Canusia to use the CEP MANAGER.

C. Contacts: You agree to designate two persons, one of whom shall be the primary and the other of whom shall be the backup respecting your communications with Canusia relating to CEP MANAGER Support under this Agreement. Such persons shall be the only person(s) whom Canusia Solutions is obligated to communicate with under this Agreement. Except as otherwise specified below, communications may be effected by telephone, mail (including email) or fax.

D. Elements of CEP MANAG.ER Support Service for this Agreement:

I. CEP MANAGER Support will be provided as follows:

(a) For the then current release (Major or Minor) of the CEP MANAGER during the entire term of this Agreement.

(b) For the immediately preceding release (Major or Minor) of the CEP MANAGER during the period ending on the earlier of the expiration date of this Agreement or twelve (12) months after the date the most current release is made available.

II. CEP Support Service will consist of the following:

(a) Telephone, fax or e-mail support to resolve CEP MANAGER problems, Monday - Friday, Canusia holidays excluded, (telephone support may also be unavailable during periods of unscheduled emergencies and meetings). Please refer to the CEP MANAGER website for CEP MANAGER Software Support contact information, as follows: http://www.canusia.com.

(b) Provision of Major Releases, Minor Releases, Maintenance Releases, and Maintenance_ Updates to you within a reasonable time after they become available, Canusia does not guarantee that it will fix a CEP MANAGER problem or issue a Maintenance or Minor Release for any CEP MANAGER problem, However, if you notify Canusia Solutions via phone, mail, fax or e-mail of a Severe Software Problem, and your Canusia Customer Support Executive generates a Software Problem Action Report, Canusia will use reasonable efforts to fix such Severe Software Problem or issue a Maintenance Update, Maintenance Release or Minot Release with respect to such Severe Software Problem, Maintenance Updates released by Canusia Solutions will only be issued for the then most current release of the CEP MANAGER

III. Canusia Solutions reserves the right to charge you a separate fee for the issuance of a Major Release,

IV, Customer expectations for CEP MANAGER Support:

(a) Solely for purposes of Canusia performing its obligations under this Agreement, you agree to give Canusia reasonable access to the CEP MANAGER, the system(s) in connection with which the CEP MANAGER is used, the CEP MANAGER documentation and other relevant records and documents and shall provide such other reasonable assistance as Canusia may request

(b) Canusia may provide CEP MANAGER Support to you if you have customized your CEP MANAGER implementation but does not guarantee that it will do so, Canusia will only guarantee the ability to support the CEP MANAGER in the state it is delivered and installed, using the recommended installation procedures, Canusia's only obligation in the event that a customized system fails is to help you restore the CEP MANAGER to its original state, and to assist you in preserving data when you attempt to restore such CEP MANAGER to its unmodified state, However, Canusia may charge additional fees for such support, Canusia does not guarantee that you will be able to successfully restore modified CEP MANAGER to its unmodified state or that you will not lose data in the process of such attempted restoration,

(c) SCCC shall perform preliminary diagnosis of problems to eliminate those due to operating system, hardware faults and user error,

(d) SCCC shall provide an accurate and complete description of the problem to support. The customer shall assist in problem resolution by providing copies of logs and/or files deemed necessary by support. All such materials shall be considered confidential

(e) SCCC will install new software maintenance releases within a reasonable time of receiving them,

(f) SCCC shall perform regularly scheduled system backups and maintenance in addition to keeping anti-virus software current

(g) Support Exclusions: This Agreement does not cover support for hardware or for any software other than the CEP MANAGER, Support includes Major Upgrades free of additional charge,

(h) The following specific support and operations of the CEP Manager and responsibility of each party shall be as follows:

Type of Support	Responsible Party
First Line Support shall include but not be limited to: (i) a direct response to users with respect to inquiries concerning the usage and functionality of the CEP Manager. (ii) a direct response to users with respect to problems or issues with Username and Password (iii) Non-technical user questions about the SCCC program.	SCCC is required to establish and maintain the organization and processes to provide "First Line Support" for the CEP Manager program directly to your users. If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the CEP Manager program, you may contact Canusia for "Second Line Support."
Second Line Support shall consist of: (i) Diagnosis of problems or issues with the CEP Manager program (ii) Verifiable errors in data in the documentation (iii) any technical issues with the CEP Manager software that requires Canusia assistance. The Second Line Support described above (iv) Software updates, fixes, security alerts, and critical patch updates (v) General maintenance releases, selected functionality releases, and documentation updates (vi) Assistance with service requests 24 hours per day, 7 days a week.	Canusia will be responsible for all second Line support and any first Line Support that SCCC cannot resolve.

(i) Maintenance of Copyright Notices.

SCCC agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

(j) Distribution.

You may not distribute registered copies of the CEP MANAGER to third parties. Evaluation versions may be available for download from Canusia websites.

(k) Prohibition on Reverse Engineering, Decompilation, and Disassembly.

You may not reverse engineer, decompile, or disassemble the CEP MANAGER, except and only to the extent that such activity is expressly permitted by applicable law not withstanding this limitation.

(l) Rental.

You may not rent, lease, or lend the CEP MANAGER.

(m) Support Services.

Canusia will provide you with support services described in Appendix A related to the CEP for a period of one year after the installation of CEP MANAGER. In consideration for the payment of an annual service fee as described in Section (4) of this Agreement Canusia shall provide all the necessary support for the successful operations of CEP MANAGER. Any supplemental software code provided to you as part of the Support Services shall be considered part of the CEP MANAGER and subject to the terms and conditions of this Agreement. Specific support services terms are contained in the Support Service document as described in Appendix A.

(n) Modifications

(i) Error Corrections and Updates. Canusia will provide SCCC with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with Canusia's release schedule for a period of one (l) year from the date of installation. Any subsequent updates shall be subject to a service fee described in Section 4 of this Agreement.

(ii) Other Modifications. SCCC may, from time to time, request that Canusia incorporate certain features, enhancements or modifications into the Software. Canusia may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of Canusia's customers.

(o) Copies

(i) Printed Matter. Except as specifically set forth herein, no software or documentation which is provided by Canusia pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by SCCC without Canusia's prior written Agreement. Additional copies of printed materials may be obtained from Canusia at the charges then in effect.

(ii) Machine Readable Matter. Except as specifically set forth herein, any software provided in machine readable form may not be copied by SCCC in whole or in part, except for SCCC's backup or archive purposes. SCCC agrees to maintain appropriate records of the number and location of all copies of the Software and make such records available upon Canusia's request. SCCC further agrees to reproduce all copyright and other proprietary notices on all copies of the Software in the same form and manner that such copyright and other proprietary notices are originally included on the Software copies.

(p) Compliance with Applicable Laws.

You must comply with all applicable laws regarding use of the CEP MANAGER.

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 1

ATTACHMENT 1
Consultant's Cost Proposal

SCCC RFP 1900001- Revised Cost to Include Optional Modules and Pricing

Date: July 8, 2019

Name: Canusia, Inc.

#	Item Description	Initial Cost "One Time" Training	Initial Cost "One Time" Implementation	Support/Maintenance Schedule (Perpetual License)	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost
1	CEP Manager Core Modules*	Included	$52,500	Included	$10,500.00	$10,762.50	$11,031.56	$11,307.35
	Less Multi-Campus Discount		($17,500.00)		($4,500.00)	($4,500.00)	($4,500.00)	($4,500.00)
	Subtotal		$35,000.00		$6,000.00	$6,150.00	$6,303.75	$6,461.34
	Campus Hosted Total***		$35,000.00		$6,000.00	$6,150.00	$6,303.76	$6,461.34
	Cloud Hosted Total****		$40,000.00		$8,500.00	$8,712.50	$8,930.31	$9,153.57

One- time implementation fee is due 30 days receipt of invoice. Canusia will need to hire software developer and as start-up cannot front the cost.

Pricing is based on three College Campuses for once central system install supporting three campuses

* Includes: Perpetual License to Custom Modules for Student, Teacher/High School, Faculty, CEP Manager, Parent, Survey, and Accreditation for all campuses and based on unlimited number of registrations and users. Support is not a required component of proposal.

*** Price may vary based on the complexity of Access roles and the varying needs of customization of individual campuses. Campus hosted service will require additional hardware.

**** Canusia includes 2.5% increase annually. Optional Modules: 1) Degree Planning Module Optional Degree Planning Module (DPM) Cost Estimate $10K based on Canusia's current DPM module which can be customized for additional agreed upon pricing. 2) Optional Third Party Payment Integration is $9,500.00 with an annual support fee of $1,000.00

End of Text for Exhibit E

EXHIBIT F
College's Request for Proposals

The College's RFP, R1900001, for Dual-Concurrent Enrollment Software, advertised October 4, 2018, is annexed hereto as Exhibit F.

Request for Proposal - R1900001
Dual-Concurrent Enrollment Software
and Consulting Services

Suffolk County Community College
Advertised October 4, 2018

Request for Proposals (RFP)

for

Dual-Concurrent Enrollment Software and Consulting Services

Suffolk County Community College

Technical Questions Due: October 15, 2018

Proposer's Conference: N/A

Proposals Due: October 25, 2018, no later than 12:00 p.m.

For additional information, contact:
Seema Menon
Associate Administrative Director of Business Operations
menons@sunysuffolk.edu

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 - R1900001
Dual-Concurrent Enrollment Software
and Consulting Services

Suffolk County Community College
Advertised October 4, 2018

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Request for Proposal - R1900001
Dual-Concurrent Enrollment Software
and Consulting Services

Suffolk County Community College
Advertised October 4, 2018

Section I
Administrative Information

1.   **Purpose of RFP**

Suffolk County Community College (College) invites Proposal(s) from qualified individuals and companies with significant higher education and concurrent enrollment experience to provide a Concurrent Enrollment Management System (CEMS).

The College has a vibrant and growing concurrent enrollment program called the "Beacon Program," which offers post-regents level courses to Long Island high school students. The majority of these courses are introductory level, general education courses that support statewide higher education goals. Participation in the College's Beacon Program affords a multitude of benefits to enrich the high school student's academic experience, providing advanced-learning opportunities with an effective transition from high school to college learning. At present, the College works with 52 high schools and offers approximately 275 class sections to over 5,000 high school students annually.

The program is administered by the College's Office of Academic Affairs and receives support from many College offices. The current process, however, relies heavily on paper forms manually collected and on data manually entered into the College's Enterprise Resource Planning (ERP) System. This labor-intensive process results in many inefficiencies, which increases costs and limits future growth. As a result, the College is interested in replacing this manual process with a fully synchronous integrated, web-based software product or cloud-hosted system that will automate all processes and provide management and reporting capabilities necessary to demonstrate compliance with standards established by the National Alliance of Concurrent Enrollment Partnerships (NACEP) and New York State.

The College expects to implement system functionality in two phases. Phase I would include, but not be limited to: student enrollment, course registration, student rendering of payment processes, communications and directives. Phase II, which the College anticipates implementing at a future date, would include, but not be limited to: course management, data reporting, faculty liaison processes, professional development monitoring, course/faculty credentialing submission and notification, specified and individualized communications, and processes required to facilitate a structured, organized, and efficient online concurrent enrollment management program within national and state guidelines. The College currently partners with 52 high schools for concurrent enrollment. The College expects to implement the system with these high school partners in multiple stages and may require the availability of optional consulting services in future years as additional partners are added.

It is anticipated that one contract will be awarded with a term of one (1) year with 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 both parties.

2. **Background Information**

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

All IT systems and services are to be implemented through the College's Office of Information Technology Services (ITS) http://www.sunysuffolk.edu/information-technology-services/, and must meet College requirements for technology and information security. This includes providing ADA compliant webpages, and documents that meet the requirement of Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act ("ADA") of 1990, as amended. The College utilizes Ellucian's Banner ERP. Software or hosted systems that handle student or employee data are expected to have an acceptable method of interfacing with Banner. The College's Banner instance is hosted at SUNY's ITEC (http://www.itec.suny.edu/) facility in Buffalo and receives administrative support from SUNY's SICAS Center (http://vm-sicas2.oneonta.edu/luminis/pages.main). Systems that connect to Banner must also adhere to the networking and connection standards of both organizations.

In addition, systems that enroll students must adhere to SUNY coding requirements that are required by the College's Central Admission's Office, such as CEEB high school coding, resident coding, duplicate ID search, data match, missing data search, etc. In addition, systems that provide registration services must meet the standards of the College's Central College Registrar's Office, such as Excelsior attribute, BANNER interface, tuition coding, data match, etc. Systems that accept funds via Credit Cards must be fully PCI Compliant and meet the requirement of the College's Office of Financial Affairs with regard to posting payment of checks, returned check fees, credit card fees, data match, etc. The requirements and standards will be shared with the selected Consultant following contract award.

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
               E-mail: menons@sunysuffolk.edu

Request for Proposal - R1900001   Suffolk County Community College
Dual-Concurrent Enrollment Software   Advertised October 4, 2018
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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.

iii.   **After Execution of Contract**

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

4.   **Evaluation Committee**

The Evaluation Committee will include, but not be limited to, individuals in the following roles: Assistant Dean for Academic Affairs, College Dean of Enrollment Management, College Associate Dean for Master Planning and College Registrar; Associate Director of Application Development; Associate Dean of Computer Information Systems; Administrative Director of Business Affairs, Ammerman Campus.

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 **October 15, 2018** 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.

Request for Proposal - R1900001   Suffolk County Community College
Dual-Concurrent Enrollment Software   Advertised October 4, 2018
and Consulting Services

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 **October 25, 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	20
b.	Proposed Services/Products	50
c.	Cost Proposal	30
	Total	100

10.   **Proposal Submission**

a. **Number of Copies**

Proposers must submit one hardcopy original (**clearly labeled**) and seven (7) 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.**

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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**

One original, 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 comply with Suffolk County Community College's Web Accessibility Policy, as that policy may be amended, modified, or superseded, which requires that the College's web-based information, including documents and applications, are accessible to individuals with disabilities. Documents, web-based information, and applications provided or delivered by the vendor to the College must conform to the College's Web Accessibility Policy. **Vendors must provide a VPAT, accessibility testing results, or acceptable alternative for any preexisting software or hosted system, 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.

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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	☐
vi.	M/WBE Utilization 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)	Understanding of System Requirements and Submission of VPAT	☐
c)	Information Security Questionnaire (applicable for Cloud Computing Software)	☐
d)	Anticipated Issues and Resolution	☐

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TAB	ITEM	Please check if Included
V.	COST PROPOSAL	☐
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 (To be submitted with "Original" proposal only & not with any of the copies)	☐
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 (To be submitted with "Original" proposal only & not with any of the copies)	☐
XII.	LIVING WAGE FORM LW-1 (To be submitted with "Original" proposal only & not with any of the copies)	☐
XIII.	LIVING WAGE FORM LW-38 (To be submitted with "Original" proposal only & not with any of the copies)	☐
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 a copy of the requested forms in the appropriate sections of the original proposal submission only, and provide unbound originals of these forms in a separate sealed envelope.*

End of text for Section I

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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. corporation, not-for-profit organization, 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 specialties/expertise and overall resources.

   b.   **Expertise of Company and all Sub-consultants, including Qualifications and Experience of Personnel**

      i.   **Experience:** Provide general background information explaining why the firm and its sub-consultants are 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 and sub-consultant's experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges.

      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 both the Prime Consultant and any subcontractor/sub- consultant firm.

Proposer must submit a list of at least three (3) representative clients in **higher education**, including any other public entities, 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:
o A detailed description of the scope;
o Client/company name;
o Name, title, and role of reference;
o Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. Proposers 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, and all proposed sub-consultants' staff in this sub-section, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience. If sub-consultant(s) are not being used, Company shall include a statement indicating this.

The information submitted must include:
- Company Information
  o Identify your firm's management team, clearly identifying and describe the title and role of the staff who will be assigned to the College's account. Proposer must identify the facilitators who will be providing training.
  o Describe the experience and qualifications of your firm's management team, the proposed facilitators/trainers 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.
  o 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 will perform services under this Agreement.
- o Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College.

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 ensures 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.

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2.   **Proposed Services/Products:**

Proposers shall tailor the RFP response to this section as deemed most appropriate based on the specific services being proposed in the RFP response.

a.   **Understanding of Service Requirements, Management Techniques and Approaches** – Convey your understanding of the service requirements and demonstrate a thorough recognition of the services, system, and potential problems to be addressed. This includes, but is not limited to, the following:

i.   Summarize the Proposers management and approach, including:

1)   How you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized under this Agreement.

2)   Demonstrate 3-5 years of experience in each of the required phases as set forth in Section III - Scope of Work, including but not limited to, synchronized integration with Banner processes.

3)   Describe the level of continual two-way communication you will maintain with College administrators.

4)   Discuss any specific or special qualifications.

5)   Articulate the staffing and time resources required on the College side, both functional and technical, required to implement your system based upon previous working groups.

ii.   Demonstrating how the system meets the requirements defined in Section III. Scope of Work, Sub-section II. System Requirements which include, but are not limited to:

1)   Banner integration

2)   System and data security, including authentication protocols

3)   Role and credentialing approach and process. This includes methodologies for verifying students' identities against existing records, and using an existing record when an identity is confirmed.

4)   Registration and payment remittance functionality and processes

5)   Assessment and reporting functionality

6)   Various functionalities for communication, and creating, analyzing, program surveys

7)   Functionalities that are part of the system's baseline feature(s), that are add-ons, or customized solutions.

8)   Proposers are to include a description of their system's ability to accept, display, secure and manage electronic files; and how files may be extracted for use in other College systems.

9)   Proposer shall provide description and samples of standard reports that already exist in the system.

iii.   Provide a timeline and schedule for the installation, set-up, and implementation of the system for the Phases. In addition, describe your process to provide implementation status reports, which identify:

1)   Tasks accomplished during the reporting period

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    2)   Tasks to be accomplished during the next reporting period;

    3)   Any significant deviation from previously agreed-upon work plans and reasons for the delay;

    4)   Major concerns or issues, real or anticipated, and proposed.

iv.   Proposers should describe the methodologies used to develop a complete and comprehensive report containing the program review audit results.

v.   Functionalities in connection with Program assessment against NACEP standards to ensure that the College course offerings are of the same quality and rigor as College on-campus courses.

vi.   Limitations related to the use of various client browsers and browser versions

vii.   The Proposer shall describe their ability to provide subsequent years of support and maintenance, and provide additional support to the College as the program is implemented methodically, in phases, as well as to provide additional support for the participating high school community constituents. Describe your annual maintenance and support options, including timeframe for the availability of support, and method and response time the College would use to contact customer service to report an issue.

viii.   The Proposer shall identify any and all requirements, protocols, etc., to facilitate the purchase and implementation of Phase II for the required tasks as reflected in Section III – Scope of Work.

ix.   **Additional Features** - Describe any additional features of your system available to enhance the College's concurrent enrollment program.

x.   **Training and Support** - Describe any training and support proposed to cover the various participants at the College, including, but not limited to, the College's Offices of Academic Affairs and Student Affairs, and Information Technology Services (ITS) to ensure the College's policies, procedures, and data and network security needs are satisfied.

b.   **Understanding of the System Requirements and Submission of VPAT** – Convey your understanding of the requirements for the software or hosted system by describing how your solution meets the needs identified in Section III – Scope of Work. This includes, but is not limited to, the following:

    i.   **Proposers are to submit a completed VPAT with properly documented exceptions, if any, as well as a roadmap for compliance in accordance with Section 508 of the Rehabilitation Act of 1974 and subsequent updated requirements.**

    ii.   Proposer shall demonstrate that all portal interfaces meets ADA Compliant Guidelines as described in Section I – Administrative Information, Item 2 – Background Information.

c.   **Information Security Questionnaire for Cloud-Hosted Services** – The College requires vendors that provide cloud-hosted services to complete an Information Security Questionnaire. Proposers including a cloud-hosted solution shall complete and submit with their proposal, the Questionnaire which has been provided as a

separate attachment and is available on the College's RFP webpage.

d. **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. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal. This includes, but shall not be limited to, the following:

   i. A description of all fees associated with providing services identified in the RFP documents which include, but are not limited to:
   - Licensing and renewal costs, if applicable
   - Systems integration services
   - Assisting with streamlining processes and procedures
   - Facilitation and training services during implementation
   - Maintenance and support services
   - Billable rates and associated titles for any additional services, as needed
   - Any other fees, including those for supplementary services, if available

   ii. Description of payment schedule/structure/due dates

b. Proposer may submit lump sum fees, Not-To-Exceed fees, or billable rates for each and every one of these services. Proposer shall clearly define the fees, including any exclusions.

End of text for Section II

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Section III
Scope of Work

I.   GENERAL INFORMATION

Consultant shall provide an online software system in accordance with the system requirements defined herein that supports the onboard/enrollment, registration and complete processing of concurrent enrollment courses for high school students through Suffolk's Beacon Program. The system shall be user-friendly for students/parents/guardians, and high school and college staff. System shall comply with all College policies and procedures, FERPA guidelines, and ADA requirements.

The system shall have the ability to convey information about the concurrent enrollment program, including start-up information, grading processes, and professional development opportunities to high school administrative contacts, students, and parents/guardians.

(1)   Confidentiality and Security of Data

The Consultant shall ensure that if, during the course of providing services to the College, the Consultant 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 Consultant 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 Consultant 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 Consultant must review all College IT policies and confirm it will adhere to these in their entirety.

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

II.   SYSTEM REQUIREMENTS

(1)   The system shall integrate synchronously with BANNER.
(2)   The system shall be accessible via the web and utilize a secure, encrypted, portal-type interface that functions in standard web browsers. The College prefers that

the system not use any plugins.

(3) The portal shall provide role-based access to various system functions and services. The roles will be defined to support individuals with the following needs: Student, Parent/Guardian, Teacher, High School Administrator, College Service Provider, College Program Overseer, and College System Administrator.

(4) The College shall have the ability to define and identify cross walk requirements for various application data elements. Among these are:
   a) CEEB code of the high school
   b) The ability to change coding for students who were previously entered, to the appropriate coding as per College Procedure.
   c) Citizenship, and residency

(5) Individuals associated with the participating high schools shall have the ability to create their own portal accounts and credentials. College staff accounts will be created by the College System Administrator and authenticated against the College's directory services. The College uses Active Directory for authentication and has experience with CAS for logins. The College System Administrator will also assign any higher-level roles to non-college users.

(6) The system shall have the ability to assist with credentialing of high school teachers, including, but not limited to, the following functionalities.
   a) Management of submission and documentation of the course/faculty credentialing process.
   b) Provide feedback for incomplete or inconsistent submissions.
   c) Ability to have course syllabi, faculty resumes, and academic transcripts submitted, and to communicate the acceptance and denial of credentialing with explanations in a secure environment.
   d) Files shall be extractable for use in other College systems.

(7) The system is to acquire course offerings from Banner and store, manage and display courses based on offering high school and semester. Individuals shall only have access to courses for the high school with which they are associated. Individuals with permission shall also be able to manually add, copy, and edit course offerings. The system shall allow for the addition of custom fields in the course records for information such as the high school course name.

(8) System must guide students through the enrollment, registration, and payment process to ensure completion of all criteria. Reminders shall be sent for outstanding items.

(9) High school students shall be able to see and register for courses available through their high school. Course displays shall be limited to the student's high school and include the display of custom fields, such as the high school class name. Course search shall allow students to search within high school offerings by subject, period and teacher. The system will interface synchronously with Banner to feed course registrations and receive registration confirmations back.

(10) High school students shall be able to apply to the College's concurrent program through the portal via an online application that is customized to the needs of the College. The system shall integrate with Banner to feed application information and receive status and profile information (eg. Student ID) back from Banner as

this information becomes available. Status and profile information shall be available to the student and parent. Designated high school administrators shall have access to all students who have applied from their high school. Class teachers shall have access to student information only for the class they are assigned to as teaching.

    a) The customized form shall have the ability to identify fields that are required prior to submission and include the ability to utilize standard field types (text, drop downs, check boxes, etc.) with standard error checking for items such as dates, phone numbers, SSN, and email addresses.

    b) The student shall be able to return to a started application until it is submitted.

    c) College administrators shall have the ability to review and correct student applications prior to uploading these to Banner.

    d) Set up a system where designated high school personnel (administrative contact) corroborates that the student is, in fact, eligible and enrolled in the high school course.

(11) The College requires a parent/guardian's permission for student enrollment and registration. The system shall allow parents/guardians to review and approve their child's application and registrations.

(12) High school teachers shall be able to see and confirm students in their class through a roster confirmation, and be able to post grades for their students. The system will have the ability to post these grades to Banner and receive confirmation on the grades posted.

(13) Registration status shall be available to students, parents/guardians and high school employees. This status shall include select holds (as provided by the College system administrator) listed on a student's account that would prevent registration (ability to exclude information deemed confidential).

(14) The system shall check to see if any registration holds are listed for a student in Banner and enable/disable the ability to register based on these holds.

(15) The system shall check to see if student is enrolled in an on-campus, regular tuition course, or another programmatic course during the same semester, and alert the system administrator, prior to enrolling the student in the course.

(16) Upon student registration, the system shall post designated student attributes and holds, and integrate with Banner.

(17) Upon registration of the student in eligible, respective courses, a tuition bill shall be generated for each student.

    a) The system is to acquire a tuition rate for each course from Banner and have the ability to accept a credit card course payment and post that payment towards the student's tuition bill in Banner. The College would like the ability to configure the system to either require payment at the time of registration or accept payment later. The system shall allow for manual override and/or posting (i.e. returned checks).The system's credit card transactions process must be PCI compliant.

    b) The system must remit funds to the College.

    c) The system shall allow for manual acceptance of checks and money orders by the College.

    d) The system shall identify financial inconsistencies and communicate to the system administrator.

    e) The system shall have the ability to communicate student tuition returned checks, and the policy to resubmit and College notification for student balance adjustments, within FERPA guidelines.

(18) The system shall have the ability to track and manage high school instructor qualifications who teach concurrent enrollment courses.

(19) The system shall have the ability to assist with the assignment of faculty department liaisons, and manage submitted departmental faculty liaison documents (requests and semester outcomes reports, site visit reports, departmental faculty liaison recommendations, and contact logs).

(20) The system shall display the contact information of various offices and individuals that can be contacted by the high school community for assistance and resolution of various enrollment processes.

(21) The system shall have the ability to enable and disable various functions (such as enrollment, registration, payment, roster confirmation, etc. . . .) based upon due dates.

(22) The system shall have the ability to communicate electronically with various select individual populations who have accounts within the system. This includes the ability to select populations based characteristics such as system role, enrollment status, course registrations, participating high school, course pre-requisites, payment status, communicate inconsistencies, etc.

(23) Communications shall be shared via e-mail, written correspondence, and text messages, and updated to any future technology.

(24) The system must have reporting capabilities to facilitate the College's normal bill and pay process.

(25) The system shall have the ability to assist the College in assessing its program against NACEP standards, to ensure that the College courses offered in the high school are of the same quality and rigor as the College on-campus courses.

(26) The College engages in regularly scheduled assessment of its programs. The College would expect user system functionality to assist in acquiring the information needed to successfully complete the program assessment and develop a comprehensive report on the results of the program review.

(27) The system shall have a robust internal reporting capability. The College prefers using its standard reporting tool, ARGOS by Envision, to report against system data.

(28) The system shall have the ability to develop a complete and comprehensive report of the results of the audit, including identification and explanation of all identified program reviews.

(29) The system shall have the ability to craft, create, analyze, present, and distribute surveys through the system, targeted by characteristics such as system role, enrollment status, course registrations, and participating high school multiple varied roles.

III. PHASES

(1) **Phase I – Program Enrollment Management**

Phase I includes but is not limited to:
a) student enrollment
b) course registration
c) student rendering of payment processes
d) communications and directives.

(2) **Phase II – Course and Faculty Management**

The College anticipates implementing at a future date, tasks that include, but are not limited to:
a) course management
b) data reporting
c) faculty liaison processes
d) professional development monitoring
e) course/faculty credentialing submission and notification
f) specified and individualized communications
g) processes required to facilitate a structured, organized, and efficient online concurrent enrollment management program within national and state guidelines

IV. CONSULTANT SERVICE REQUIREMENTS

The Consultant shall have all necessary resources to accomplish the successful implementation of each of the tasks described in Phase I and Phase II above, including, but not limited to, synchronized integration with Banner on all tasks, and provide subsequent years of support and maintenance. Consultant shall provide additional support to the College as needed, during and after the program is implemented, methodically and in phases. Consultant shall, at a minimum, provide tasks that include, but are not limited to:

(1) Provide either a local installable or hosted software system per the specified requirements.

(2) Provide implementation services to install and support the system per the specified requirements.

(3) Work with the College's ITS group to setup the required integrations with Banner.

(4) Work with the College's Offices of Academic Affairs, Student Affairs, and Information Technology Services (ITS) to ensure the College's policies, procedures, and data and network security needs are satisfied.

(5) Work with the College's ITS group and Financial Affairs Office to complete the following tasks:
a) Setup the collection and delivery of credit card paid course tuition.

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b) Setup the collection of tuition and remittance to the College.

c) Setup the comprehensive enrollment and registration processes.

d) Setup the course creation, communication, facilitation, and progress of the system.

(6) Work with the College's partnering high schools to setup processes, and provide instructions that will ease transition, and assist in the facilitation of communications, including any necessary support that assists participating high school community constituents to facilitate enrollment/registration/payment, as well as access and utilize tutorials, and workshops.

(7) Provide webinar trainings for high school administration, teachers, and other staff and provide recordings of webinar to view at any time.

(8) Provide consulting services to advise on best practices for concurrent enrollment programs.

(9) Provide extensive and continual training and support in a timely manner, needed to administer, implement, manage, and operate the system. The normal response time for the training and support shall be 24 – 48 hours at most, and a maximum of 4 hours for emergency request from the time the request for training is made. Emergency requests shall be verified with College prior to being initiated.

(10) Provide implementation status reports, which identify: the tasks accomplished during the reporting period; the tasks to be accomplished during the next reporting period; any significant deviation from previously agreed-upon work plans and reasons for the delay; major concerns or issues, real or anticipated, and proposed.

(11) Provide annual maintenance support with optional consultant hours to bring up additional high schools in the system.

(12) Any other support services needed to operate or administer the system.

End of text for Section III

End of Text for Exhibit F

EXHIBIT G
Consultant's Proposal

Consultant's Proposal submitted October 25, 2018, in response to the College's RFP R1900001 for Dual-Concurrent Enrollment Software, is incorporated herein by reference.

End of Text for Exhibit G