

Strata Information Group, Inc.
Consulting Services in Connection with Ellucian Products Suite and Slate

Contract No.: 28-CC-204

AGREEMENT

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

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

The parties hereto desire for Consultant to provide to the College consulting services in connection with Ellucian Products Suite and Slate ("**Services**").

Term of Agreement: **July 1, 2023 through June 30, 2024**, with four (4) additional one-year options to renew at the sole and absolute discretion of the College, subject to the provisions outlined in Exhibit C.

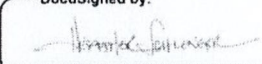
Total Cost of Agreement: As set forth in Exhibit A, attached hereto and incorporated herein.

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

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

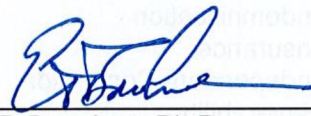
Strata Information Group, Inc.

Fed. Tax ID # 33-0278391
Tel.: (619) 296-0170

DocuSigned by:
By: 
Heather Schlienger
Chief Financial Officer

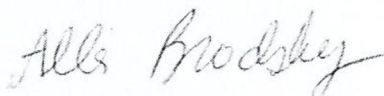
Date: Jul-03-2023

Suffolk County Community College

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

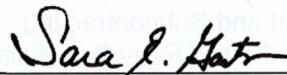
Date: 7/5/23

Approved as to Legality:
Suffolk County Community College

By: 
Alla Brodsky
College Deputy General Counsel

Date: 07/05/2023

Approved:
Suffolk County Community College

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

Date: 7/5/2023

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Strata Information Group, Inc.
Consulting Services in Connection with Ellucian Products Suite and Slate

Contract No.: 28-CC-204

EXHIBIT A
Description of Services

Consultant shall provide the College with Consulting Services in connection with Ellucian Products Suite and Slate in accordance with and more fully described in RFP R23-002 (including, but not limited to, Section III-Scope of Work), Consultant's Technical Proposal, and Travel Standards, annexed hereto as Attachments 1, 2, and 3, respectively. Consultant's Proposal in its entirety is incorporated herein by reference.

Scope of Work

The Consultant shall provide the College with consulting services in connection with Degree Works and CRM. The College's anticipated service needs, subject to funding approval, are identified below.

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

- a. A complete forensic audit of the current use of the CRM application processes at the College.
- b. How to integrate decisioning feature through the CRM system.
- c. A review of the functions currently being utilized in the Slate admissions module to determine whether the functionality is properly being employed to its fullest capacity.
- d. Functionalities in the CRM system which are not being utilized by the College.
- e. Provide "best practices" for the use of functionalities within the Slate application processes.
- f. A review of the functions currently being utilized for Slate portals and determine whether the functionality is properly being employed to its fullest capacity.
- g. The integration of a CRM system and the Banner admissions module.
- h. Provide training for admissions personnel for the recommended upgrades for the use of the Slate CRM system.
- i. Vertical integration of the Slate CRM for various non-traditional student populations, programs and offerings.

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

a. Degree Works

Provide analysis, recommendations and assistance with implementation for Degree Works-related modules and processes, including but not limited to:

- i. Student Educational Planner (SEP)
- ii. SUNY's Transfer Finder
- iii. Graduation processing, archiving and purging
- iv. Scribe management
- v. Database analysis and reporting

b. Ellucian Product Suite

Banner 9 Administrative pages for supported modules and processes, including but not limited to:

- i. Student Accounts Receivable
- ii. Student Enrollment Management
- iii. Student Transfer Credit Processing
- iv. Student Academic Standing
- v. Student Financial Aid
- vi. Non-Traditional Student, Course and Program Management
- vii. Student Accounts Receivable
- viii. Human Resources/Payroll
- ix. Finance

c. Banner Self Service Banner 9 Modules:

- i. Action Item Processing
- ii. Banner Communication Management
- iii. Student
- iv. Student Registration
- v. Faculty
- vi. Finance
- vii. Employee

3. Other Services:

The College may engage the Consultant for any other consulting services related to Ellucian Product Suite and Slate at any time during the term of the agreement.

4. Assignment of Work:

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

5. Confidentiality and Security of Data

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

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

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

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

Technical Proposal

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:

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

Based on the RFP, SIG understands the need to achieve process improvements for both Ellucian Products Suite and Slate utilization at Suffolk County CC in the main scopes of work defined in Section III of the RFP.

SIG's typical process to scoping a project is as follows: The assigned SIG Account Executive (AE) will work with both SIG and Client stakeholders to schedule a scoping call. This scoping call will be attended by the SIG AE, SIG Consultants/Subject matter experts, and Client-side staff. During this call the project will be discussed in detail, giving the SIG team ample time to understand the project requirements and to formulate a proposed approach. The SIG team will present the various options available to the client and work to determine which approach aligns most closely with the Client's specific needs. At the conclusion of this call, the SIG team will advise of next steps, including the formulation and delivery of a formal proposal detailing the proposed project scope, deliverables, and estimated cost. This framework is divided into four phases and is outlined in detail below:

Phase I: Current Process Review

- Identify Suffolk County CC Functional Leads
- Identify and agree all processes to be reviewed
- As appropriate, survey internal and external constituents to understand their challenges and obstacles
- As appropriate, hold business process assessment workshops to review current processes; obstacles, challenges, and their root causes; resources; technology; and opportunities for improvements
- Produce report of all activities and validate report with key stakeholders

Phase 2: Analysis and Recommendations

- Analyze the resources, challenges and opportunities identified in each Business Process Assessment (BPA) workshop to identify gaps, inconsistencies, redundancies, bottlenecks, delays, etc.
- Analyze resources needed to improve services, including personnel and technology (current or new).
- Prioritize and recommend opportunities identified in the BPA workshops and surveys to determine the ones that have the most significant impact on the student experience from a service and cost perspective.

Business process analysis will be provided by SIG to evaluate the current Suffolk graduation and archiving processes. Upon completion of this analysis, best practices for graduation processing procedures including automatic updating of degree records, freezing and PDF creation of audits will be discussed. Purging of students and their audits, cleaning out orphaned audits, and overall database maintenance will be a part of this consultation.

Phase 3: Redesign and Update Processes

- Conduct BPA workshops with all key stakeholders for each process to create "ideal" processes and identify the technology needed, regulatory requirements, service level agreements, quick wins, inputs, and outputs to carry out the processes.
- Identify action items that need to be completed (i.e. input, output development) to implement each "ideal" process, as well as owners.
- Produce report of all activities and validate report with key stakeholders

Phase 4: Implementation

- Identify a SUNY Suffolk executive sponsor and a SUNY Suffolk functional lead to assist in the implementation of recommendations and plans
- Finalize action plans based on the findings and approval of Phase 3
- Develop standard operating procedures and training documents to support the implementation of "ideal" processes

The deliverables for this project include:

- A Roadmap and prioritized list of required process improvements to improve departmental efficiency and the student experience
- Documented operational and system processes that detail how the new and improved processes would occur
- Financial summaries of the suggestions
- Creation of Standard Operating Procedures
- Training Materials on how transactions should be completed
- Commitment to a follow-up visit to determine who the implementation has worked

- Recommendations on current proposed and future technology solutions

For example, the typical SIG DegreeWorks Student Educational Planner (SEP) implementation consists of working in conjunction with the Registrar and Advising staffs to configure SEP to meet the needs of the institution. Once setup has completed, training will be held with key stakeholders on the basics of SEP:

- Creating student plans
- Running audits from plans
- Business process in the use of SEP
- Creation and use of SEP Templates including batch processing of templates to create audits
- Tracking within SEP
- SEP Reporting including forecasting based on student plans.

Based on the requirements of the institution, templates will be created for selected programs and demonstrated using Transit to load plans en masse based on these templates. SIG provides user training to advisors and counselors using SEP to create audits.

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

Communication is a key success factor for any technology engagement, especially those which involve multiple campus offices and numerous tasks. In this regard, SIG assigns an Engagement Manager to every project to help facilitate frequent and consistent communication throughout the entire project, from kick-off to close-out. The assigned Engagement Manager will serve as the primary point of contact for any project inquiries, including budget tracking, escalations, task management, scheduling, etc. For longer term engagements, SIG will schedule weekly project calls to ensure that the SIG team and the Client teams remain in lockstep.

The typical SIG DegreeWorks Student Educational Planer implementation consists of working in conjunction with the Registrar and Advising staffs to configure SEP to meet the needs of the institution. Once setup has completed, training will be held with key stakeholders on the basics of SEP:

- Creating student plans
- Running audits from plans
- Business process in the use of SEP
- Creation and use of SEP Templates including batch processing of templates to create audits

- Tracking within SEP
- SEP Reporting including forecasting based on student plans

Based on the requirements of the institution, templates will be created for selected programs and demonstrated using Transit to load plans en masse based on these templates. User training to advisors and counselors is then conducted on using SEP to create audits.

Discuss any specific or special qualifications:

SIG is uniquely positioned in the following ways:

- SIG only hires *Senior Consultants* all of whom come from Higher Education backgrounds. Any SIG consultant who would be assigned to work with SUNY Suffolk would come to the table with decades of experience in most cases. Our people are our greatest asset.
- All SIG consultants are employees of the company. SIG does not use any 1099 contractors for this kind of work.
- SIG has been in business for over thirty-five (35) years and focuses solely on Higher Education.

Banner:

- SIG is an Ellucian Platinum Services partner. Through this partnership, SIG has regular access to Ellucian leadership, our own AWS hosted Banner and Degree Works environments, and access to professional development opportunities such as Ellucian Live.
- SIG has been working with Banner since version 1.8 and has nearly 100 consultants in this practice alone.

Additionally, SIG has extensive experience with the entire suite of Ellucian products, including:

- Ellucian Product Suite
- Banner 9 Administrative pages for supported modules and processes, including but not limited to:
 - Student Accounts Receivable
 - Student Enrollment Management
 - Student Transfer Credit Processing
 - Student Academic Standing
 - Student Financial Aid
 - Non-Traditional Student, Course and Program Management
 - Student Accounts Receivable
 - Human Resources/Payroll
 - Finance

- EII PS
- SSB

DegreeWorks:

- SIG can provide a range of Scribe management solutions.
- SIG has worked with clients to do a Scribe assessment to include:
 - Scribe best practices
 - Scribing maintenance
 - Catalog interpretation
 - Scribing for Course Program of Study
- SIG can also provide ongoing scribing support as multiple levels from complete scribing of new catalogs to as-needed scribing consultation.
- Database analysis and reporting using DegreeWorks tables. This analysis can include:
 - Database sizing
 - Curriculum planning assistant (CPA)
 - Data maintenance and cleanup
 - And overall health check of the DW
- Reporting on DegreeWorks data, which includes:
 - Overall DW table structure and reporting items
 - CPA data creation and reporting techniques
 - SEP reporting, which includes working with the institution to create initial reports (such as number of students meeting graduation requirements or not meeting graduation requirements including requirements still needed)
 - Working with the institution's reporting group to create these types of reports in the institution's report writer of choice (Cognos, Argos, etc.)
 - Integrating DW data with Operational Data Storage (ODS) data if necessary.

Technolutions/Slate:

SIG is a GOLD member of the Slate Preferred Partner Program. Through this partnership, SIG has regular access to Technolutions leadership. SIG's seasoned and experienced CRM higher education consultants have a deep understanding of the Slate product functionality and associated business processes across the enterprise from recruiting to enrollment, to alumni relations. SIG's comprehensive Slate CRM consulting solutions can help the College with all of the items listed in the RFP.

- SIG has developed file reading systems at all levels of school from community colleges to professional medical schools. We utilize the new workflow editor to deliver a configurable joint experience that leverages automation and keeping staff in the reader to minimize clicks. GPA calculators are generally a part of the build as well as multilevel reviews for graduate.
- SIG will utilize a checklist approach of common functionality we see by institution type to assess if things are being leveraged. The BPA will reveal a lot of gaps and pain points that allow the users to have a voice in where they are finding inefficiencies along with the items we commonly see.
- SIG has built a number of, not only forward-facing portals, but back end portals for faculty, coaches, and other specialty staff to manage Slate records. This includes case management systems and dual enrollment portals. We would review with the staff the needs and conduct a fit gap analysis of functionality to find a path forward for portals that are needed on both the front and the back end.
- SIG has conducted numerous integrations with Banner both with our own homegrown approach as well as assisting schools with implementing, Axiom, IData or Consition. Our long history as a Banner consulting firm has left us with a breadth of knowledge in the product and combined with our slate Skill, we can do integration with both flat files and API's.
- SIG primarily works in single instance environments with multiple constituents sharing an instance. We have done several implementations of Alumni and Admissions in the same instance as well as UG and GR admissions living together with dual enrollment and regional campuses. These schools have one app, one RFI, one reader bin flow and a common integration that leverages slates functionality and security to allow the groups to live together.

b. Anticipated Issues and Resolutions

Describe anticipated issues that your Proposer may encounter when performing the services required in this RFP and identify proposed solutions.

Issues and Issue Resolution are another key factor when determining the success of a project. While issues are never anticipated, they do sometimes arise. SIG has a well-defined service recovery framework that we employ when an issue arises. Execution of this framework begins with our Vice President of Customer Success collecting current-state data from both the SIG and Client teams to understand the nature of the issue. They then develop a plan to remediate the issue, and finally enable a strong communication cycle moving forward to ensure that the desired outcomes are being met to mitigate the issue at hand.

SIG uses a proven, structured methodology to keep projects on schedule and within budget. SIG will work with the SUNY Suffolk staff to develop the appropriate project plan and reporting schedule. The following are generally the SIG Project Management responsibilities to ensure quality of the project:

- Provide project oversight
- Maintain effective communications with college executives and the project team
- Monitor successful completion of each project phase
- Work with staff to develop the project schedule and calendar of activities
- Manage budget and project resources
- Provide project plans, readiness assessment, and change management strategies to ensure project objectives are achieved
- Track project hours and project expenses using SIG's Professional Services Automation (PSA) system
- Monitor work and apply issue and risk management processes when required
- Employ best practices and lessons learned in issue resolution, problem solving, project task coordination, and management of people and processes

Methodology

SIG's Business Process Assessment (BPA) is rooted in change management principles. SIG's change management, surveying and business process assessment methodologies are below.

Change Management

SIG provides change management services. SIG will oftentimes refer to change management as "change leadership". This is because it is most important to provide leadership to explain the reasons and benefits of those changes to those staff who were not involved in the system selection process or who may have not participated in the implementation decisions. Some of the change management topics and strategies which need to be addressed with the key stakeholders are:

- Begin with an explanation of "why" the change is needed and/or required.
- Explain the benefits of the change as appropriate for students, faculty, staff, and the public.
- Describe to the various stakeholder groups what will change and what it means to them.
- Outline the approach and training that will be provided to ensure that the affected staff are prepared and can be successful.

- Analyze the impact of these changes on individual job descriptions.
- Work with managers and the human resources department, as appropriate, regarding changes in duties and responsibilities that might result in potential for job reclassification.
- Be sensitive to staff whose roles and responsibilities will be changing.
- Be aware of potential issues with union contracts.
- Address challenges with new job duties and concerns about job security.
- Resistance should be treated as feedback and an opportunity to improve.

Surveying

SIG uses surveys and conference calls with internal and external constituents as a method of data discovery. This adds additional insights into the challenges and obstacles that exist within each functional area. Through surveying and conference calls, SIG is able to further understand the needs and pain points of the institutions we serve, allowing better use of time during BPAs to get to the root causes of identified challenges during process analysis and redesign.

Business Process Assessment (BPA)

The underlying premise of SIG's BPA methodology is that technology alone cannot solve process or policy issues; but that technology, in concert with reimagining the process, can result in significant gains. This process consists of numerous business process redesign workshops. By assembling stakeholders around the same table at the same time, the team can take a step back, map the current process, and identify the obstacles and opportunities for process improvement. In our experience, by gathering people at the table together – from the beginning of a project – the likelihood of success increases significantly, not simply making marginal improvements, but transformational change. These workshops not only set the trajectory toward "ideal" processes that take full advantage of the technology, but they also build consensus and momentum for change.

The BPA workshops included the following activities:

- Review the principles of BPA
- Map the existing processes
- Identify challenges and obstacles with the current processes (people, process, and technology)
- Identify potential opportunities for improvement
- Develop "ideal" future processes taking advantage of the opportunities
- Identify next steps in order to improve the student experience, reduce steps, and fully utilize technology
- Create a list of quick wins and actionable items

By mapping a process, stakeholders are able to identify common process themes. Examples include:

- Choke points – when all paths lead to a single person
- Layering – adding automated steps on top of paper steps
- End runs – disregarding the established process entirely and jumping to the end
- Shadow systems – entering the same data in multiple systems (e.g., Excel, Word)
- Exception-based – complexity resulting from “one time five years ago, event ABC happened”
- Unintended consequences “downstream”
 - Not scalable – the process breaks under increased volume
 - Focus on symptoms rather than roots
 - Paper-heavy – long, opaque, sequential, and inefficient

The group then pivots to overcome those symptoms by taking a “horizontal” approach by working across organizational boundaries. Outcomes include:

- Better service for “customers” – students, faculty, staff, patrons
- Streamlined operations -- fewer steps, simpler processes, enter data once
- Take location and time out of process – visibility to all stakeholders 24/7
- Greater efficiency and better use of everyone’s time
- Focus on strategic questions
- Shorten cycle times
- Significant improvements, not just marginal change
- Improved collaboration and fewer organizational silos
- Eliminate/reduce errors and re-work
- Take full advantage of technology

Project Management of Proposed Services

SIG’s project management methodology includes an emphasis on communication at all levels and employs standard templates for logging issues, budget tracking, reporting status, and communication plans. Typical elements of such a communications plan are listed below:

- Develop calendars for meetings of various project teams
- Conduct a kickoff meeting to formalize the start of the project
- Develop appropriate platforms for effective communications about the project which may include newsletters, email distribution lists, and a project website
- Develop a format for any needed project status reports
- Develop a project team contact list with names of people and an explanation of their roles

- Implement an internal website that enables electronic access and sharing of important project materials
- Establish a protocol for appropriate communication within the institution

Technical Consultants

SIG technical consultants work closely with our consultant teams to perform tasks including but not limited to the following:

- Build API services to consume ACT, TOEFL, GRE and other test scores.
- Build API integrations with Python to query Liaison CAS for data and documents.

For example, SIG has several tools which are used to support Slate implementation projects. These include:

- Slate sand-box environment - Technolutions hosted full version of Slate.
- Testing scenarios
- Slate Implementation Guide
- Slate Project Plan
- Application Workbook 3.18

SIG's approach for implementation is to conduct a detailed Discovery review that follows the process flow of prospects (should they exist), inquiries and applications. This Discovery focuses on taking existing strategies and maximizing the potential of how they would look in a best practice Slate model and not following a "one size fits all approach". The discovery is often in the form of a BPA.

Outcome

The customized outcome leads to three documents being produced:

- **Customized Timeline** - Focuses on milestones, project tasks and an RACI chart defining responsibilities.
- **Implementation Guide** - Includes all the fields needed for the project, prompts, materials, event templates, data imports, checklist rules, territory groups, security breakdown and other elements as needed.
- **Application Workbook** - Explains how the app will be built, what logic is needed and determines payment connector information for application fees.

With these documents, the project begins with field and prompt building along with basic system layout where staff are trained on how to build these. Depending on the level of SIG engagement required by SUNY Suffolk, SIG will either advise on the build with training and management of the work or SIG can do the work with knowledge transfer on how it was done. The Inquiry/RFI

form, event templates, and inquiry communications are built from fields and prompts. The data imports of inquiry sources and legacy CRM's are conducted next. This will be followed by the Application build, checklist rules and applicant status portal. From here the build will flow into file read/bin flow, reader portals, decision letters and the enrollment process. Any app imports and integration to various systems would be done in concurrency with this process. Supplemental workflows, queries and report training occur as needed and as derived from the project BPA that was done at the beginning. Discussion of security occurs along the way and is broken out into initial users, recruitment staff, and readers.

The main crux of the methodology used is customized solutions utilizing as much baseline technology as possible with extensible methodology that allows for ease of maintenance and minimal effort during cycle changes. From utilizing entities as needed to custom import and API processes to move data we focus on maximizing processing efficiency for staff. This ideally leads to a process for the student that is intuitive, easy and one that leaves them with a positive impression of what life at the institution will be like.

SIG will also utilize a network of vendor connections to expedite and streamline integrations with firms such as Parchment, ARI, Front Rush, Axiom, or Touchnet.



	Phase 1 Activity & Outcomes	Phase 2 Activity & Outcomes	Phase 3 Activity & Outcomes	Phase 4 Activity & Outcomes
Activities	List of Activities			
	Hold kick off with key stakeholders to identify ALL high-level processes from application to graduation; functional area leads; and identify the typical Suffolk Co CC student and employee profiles to ensure an equity minded focus in the business analysis and redesign efforts.	Analyze the resources, challenges and opportunities identified in each BPR workshop to identify gaps, inconsistencies, redundancies, bottlenecks, delays, etc.	Set up two-day process improvement workshops for EACH high-level process to create the "ideal" process framework and identify the technology needed, regulatory requirements, service level agreements, quick wins, inputs, and outputs to carry out the processes.	Identify a Suffolk Co CC executive sponsor and a Suffolk Co CC functional leader to assist in the implementation of recommendations and plans. This team should serve as a project board to monitor the progress of the implementation across all functional areas.
	Pre-workshop survey for internal/external stakeholders to understand how they view each current process' pain points within the process; identify any workplans being implemented; and training documentation which exists for each process.	Analyze resources needed to improve services, including personnel and technology (current or new).	Conduct smaller group meetings as needed to ensure all processes and subprocesses. challenges have been addressed in the "ideal" process framework.	Hold stakeholder meetings to create and validate the implementation plan based on quick wins and longer term projects including timelines and resources/owners.
	Set up two-day process improvement workshops with all relevant stakeholders for EACH high-level process to map the current processes and sub processes; identify resources; communication methods; technology used; challenges and root causes; and opportunities.	Prioritize and recommend opportunities identified in the process improvement workshops and surveys to determine the ones that have the most significant impact on the student experience from a service and cost perspective.	Identify action items that need to be complete (i.e., input, output, development) to implement each "ideal" process, as well as owners.	Develop standard operating procedures based on "ideal" process framework as reference for staff.
	Conduct smaller group meetings as needed to ensure all processes and sub-processes are captured along with further challenges and opportunities.		Create and validate the "ideal" processes with relevant stakeholders.	Host project board meetings to ensure the project is on track.
	Create and validate the current state processes with relevant stakeholders.			Determine financial summaries of the implementation.
Outcomes	List of Outcomes			
	Identified list of all processes to be reviewed and analyzed	A document with recommendations, goals, and objectives for the creation of "ideal" processes that have the most significant impact on the student experience from a service and cost perspective.	Documentation of the "ideal" processes, including inputs, outputs, resources (personnel and technology), action items for the implementation of each process.	Documentation including a prioritized roadmap of improvements for each functional area/process, operation and processes for implementation; recommendations for current and proposed technology solutions, standard operation procedures and training materials.
	Identified Suffolk County CC functional leads			
	Approved document with all current processes across all functional areas including resources, communication methods, technology used, challenges, root causes and opportunities.			

All travel shall be pre-approved by the College. Travel expenses will be reimbursed in accordance with the following guidelines:

- a. Lodging and meals: Actual cost up to a maximum of allowable cost per most recent GSA guidelines. Receipts are required for reimbursement.*
- b. Auto: \$0.655/mile allowance*
- c. Car rental: Actual cost for economy size only. Receipts are required.*
- d. Tolls and parking: Actual cost. Receipts are required.*
- e. Taxi, train and bus: Actual cost. Receipts are required.*
- f. Airplane: Actual cost based on coach class only. Receipts are required.*

Travel expenses are subject to the College's approval and will not be reimbursed beyond those limits reflected herein.

This is the link to the GSA website:

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NY&fiscal_year=2022&zip=&city=

**EXHIBIT B
Payment Terms and Conditions**

1. General Payment Terms

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

Consultant shall be paid in accordance with the rates and terms contained in Consultant's Cost Proposal, attached separately hereto and incorporated herein as ATTACHMENT 4, subject to the limitation(s) referenced in paragraph 3 hereunder.

Cost Proposal

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

- i. Billable rates that will be applicable to consulting engagements.*
- ii. Any supplementary services beyond the scope of the RFP defined in this document that may be available to the College on an elective basis.*
- iii. Any relevant information related to travel expenses. The College's requirements and limits for travel reimbursement are as follows:*

SIG's billing rates are noted in the table below.

If requested SIG can provide quotations for flat rate projects and service level agreements.

Billing Notes:

- Rates are as described in the pricing document for on-site and remote delivered services.
- SIG will invoice monthly for the consulting hours provided.
- Travel expenses are billed in addition to labor.
- The College may authorize travel in advance.
- Costs exclude all state taxes, if applicable.

SIG reserves the right to adjust prices annually depending on CPI increases and other factors.

SIG Pricing Document

Service Category	SIG Hourly Rates
Anthology ERP Systems Specialist Consultant	\$180.00
AWS Certified Cloud Architect	\$220.00
Banner Ethos Consultant	\$180.00
Banner Finance Functional Consultant	\$180.00
Banner Financial Aid Functional Consultant	\$180.00
Banner HR/PR Functional Consultant	\$180.00
Banner Oracle DBA	\$180.00
Banner Technical Resource	\$180.00
Banner SSO/Luminis Consultant	\$180.00
Banner Student Functional Consultant	\$180.00
Banner Technical Architect	\$180.00
Business Process Analyst	\$180.00
Change Management Consultant	\$180.00
Colleague Ethos Consultant	\$180.00
Colleague Finance Functional Consultant	\$180.00
Colleague Financial Aid Functional Consultant	\$180.00
Colleague' HR/PR Functional Consultant	\$180.00
Colleague Technical Resource	\$180.00
Colleague Student Functional Consultant	\$180.00
Colleague Technical Architect	\$180.00
Cybersecurity Analyst	\$180.00
Cybersecurity Manager	\$230.00
Cybersecurity vCISO	\$280.00
DegreeWorks Consultant	\$180.00
DegreeWorks Scriber	\$125.00
Integration Specialist	\$180.00
MS Dynamics/CRM Systems Specialist	\$225.00
Oracle (OCI) Certified Cloud Architect	\$220.00
Oracle ERP Systems Specialist	\$180.00
Procurement Specialist	\$180.00
Project Manager	\$180.00
Salesforce/Conga Systems Specialist	\$225.00
Technolutions/Slate Specialist Consultant/Architect	\$180.00
Workday ERP Systems Specialist	\$180.00

**EXHIBIT C
General Terms and Conditions**

Whereas, the College issued a Request for Proposals (RFP), which was advertised on March 16, 2023; and

Whereas, the Consultant submitted a proposal in response to such RFP on April 6, 2023; 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.

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- 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.

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

b. Federal Copyright Act and Non-Infringement of Intellectual Property

Consultant hereby represents and warrants that it will perform services in accordance with and subject to the intellectual property licenses granted to the college and not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act U.S Trademark or Patent Laws (as applicable) 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.

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- 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 a Certificate of Insurance 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 Certificate of Insurance 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.

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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,

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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 policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/
Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, NY 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, NY 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 and all records, reports, files, methods, procedures, student and personnel data and identifying information, data processing programs, information proprietary to the College or any third party, in any form (oral, written, digital, electronic, or machine readable) that is not generally available to the public 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 ("Confidential Information") shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations. Such Confidential Information shall not be disclosed, directly or indirectly, to any third party without the prior express written consent of the College, except, as required by Law.

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.

c. Trademarks

Consultant acknowledges that the College name and logo ("trademark property") are the property of the College and agrees that Consultant shall not use such trademark property without its prior express written consent. Notwithstanding the provisions hereunder, Consultant further agrees that if any work performed shall result in or require the use of trademarked property owned by Consultant, Consultant hereby grants to College a non-exclusive license for use of the same.

End of Text for Exhibit C

EXHIBIT D
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.

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- 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.

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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 D

**EXHIBIT E
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.

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.

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

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

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.

**Strata Information Group, Inc.
Consulting Services in Connection with Ellucian Products Suite and Slate**

Contract No.: 28-CC-204

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:

Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

and Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 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 E

**Strata Information Group, Inc.
Consulting Services in Connection with Ellucian Products Suite and Slate**

Contract No.: 28-CC-204

**EXHIBIT F
College's Request for Proposals**

The College's Request for Proposals (RFP) for Consulting Services in Connection with Ellucian Products Suite and Slate, advertised March 16, 2023, together with all Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

**Strata Information Group, Inc.
Consulting Services in Connection with Ellucian Products Suite and Slate**

Contract No.: 28-CC-204

**EXHIBIT G
Consultant's Proposal**

Consultant's Proposal submitted April 6, 2023, in response to the College's RFP for Consulting Services in Connection with Ellucian Products Suite and Slate, is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G