

Scope of Work

Job Name Ellucian Colleague Consultant Services 2022

Institution Galveston College

Contract Contact Van Patterson

Job Contact Jason Smith

Hereafter referred to as "Client"

Assigned Consultant TBD

Scheduled Dates: Dates will be scheduled upon signature of proposal and availability.

Account Manager: Ashleigh Mayer

Account Manager Phone: (610) 340-3172

Scope of Work:

Ferrilli consultants will provide an unmatched quality of subject matter expertise for maintaining the College's current investment in Ellucian Colleague software through programming, maintenance and consulting services to improve Colleague utilization. Our (3) year plan (with the option of 1, 3- year renewal) focuses on alignment of all Colleague functional components with the goals of Galveston to drive student success while at the same time, increasing efficiency, maximizing effectiveness, promoting ease-of-use, and engaging the local community. Your contract with Ferrilli will allow us to deliver a higher level of service more cost effectively through scale and specialization. You get access to knowledge, solutions, and innovations that you could not achieve in isolation. Ferrilli has a high-performance culture.

What's Included

1FTEE Flexpert Supporting:

- CORE
- Security
 - Quarterly Security Audits
- Colleague Administration
 - Colleague Software Updates (Patches)

- WebAdvisor, UI, Self Service, and Colleague API Install and Upgrades
- DMI Configuration and Tuning
- Environment Cloning
- WebAdvisor Performance Tuning
- Self Service Performance Tuning
- Web UI Performance Tuning
- Database Administration
 - Colleague Database Maintenance
 - Unidata and MS SQL Upgrades
- Operation System Administration
 - Operating Systems Upgrades
 - Disk Cleanup
 - Windows Updates
- Web Server Administration
 - Tomcat Upgrades
 - IIS Tuning
 - Server Certificate Management
- Communication
 - Monthly report
 - Weekly meetings
- Extras
 - Informer Performance Tuning and Upgrades
 - Colleague LDAP Integration Management (WebAdvisor and Self-Service authentication)
- Additional Applications/Modules to Support:
 - Dynamic Forms
 - MyGC
 - CRM Advise
 - Financial Aid Self-Service
 - Student Planning
 - Housing
 - Informer
 - AutoGrad
 - Award Spring
 - Koha
 - Trimdata (FA Link for Bookstore)
 - AEFIS
 - Enrole
 - Zogotech
 - Synoptix
 - Business Objects

- Envision/Colleague Studio
- Microsoft SharePoint Administration
- Azure SSO Implementation

Ferrilli's Flexpert® model gives Galveston College just-in-time, temporary access to the experts you need to help you efficiently achieve your goals. The flexible staffing arrangement will let Galveston flex out staff and bring in others that the college needs. Moving forward, it is about innovation, cost reduction, and results. As we look to ensure that the Colleague ERP aligns with the institution's strategic goals, we will start by realigning the resources and organizing priorities. Utilizing Ferrilli's consultants will support a more streamlined and more efficient, Colleague ERP with a targeted focus on supporting and enabling the students, faculty and staff.

Schedule: 2 weeks onsite per month-- if circumstances beyond Ferrilli's control, including, but not limited to: acts of God; accident; labor disruption; acts, omissions, or defaults of third parties; official, governmental, and judicial actions or orders; or national and international epidemics and pandemics cause Client to request Ferrilli not travel to Client and not provide Client with on-site support Ferrilli will try to make up the time offsite to the best of their ability during the duration of the contract term.

PRICING

This proposal will cost \$26,500/month for (\$318,000 annualized) for 36 months.-- (with the option of 1, 3 year renewal at a rate of \$27,295/month and \$327,540 annually)

*Prices Includes Travel and Expenses:

* In the event, however, that circumstances beyond Ferrilli's control, including, but not limited to: acts of God; accident; labor disruption; acts, omissions, or defaults of third parties; official, governmental, and judicial actions or orders; or national and international epidemics and pandemics cause Client to request Ferrilli not travel to Client and not provide Client with on-site support, the quoted prices and fees will remain unchanged.

Approach/Methodology:

- Support requests will be logged in Galveston's Help Desk system
- Projects will be prioritized and scheduled in collaboration with Galveston Director of IT and Ferrilli staff

Deliverables:

- Monthly status reports
- Documentation

Client Responsibilities:

- Access to VPN and associated applications

Location of Work:

Both

Pricing:

Monthly Rate: \$26,500.00

Term Months: 36

Total: \$954,000.00

1. All prices shall be held open for [30] days.
2. All orders are subject to the terms and conditions included with this job order.
3. Job order effective upon receipt of signed acceptance by client.

Ferrilli Signature:



Robert Ferrilli, President

Date: 8.24.22

Accepted as to job order and terms and conditions.

Client Signature & Date:

x  9/22/2022

Ferrilli is a technology services provider that helps higher education transform technology into accomplishment.

Our company was founded in 2002 to fulfill the need for IT service professionals who truly understand the unique needs and challenges of higher education.

Our clients value our integrity, reliability, specialized experience, and diverse range of capability. They tell us that working with Ferrilli is like having a trusted partner or a skilled extension of their staff on-call 24/7/365. We are called upon to solve problems, or as a strategic partner who can help map out the best way forward.

With the right people in place, there's
no limit to what you can accomplish.

What you can expect.

- Our goal is the same as your goal—student success—and we focus our experience, creativity, and expertise to help achieve it on every assignment, large or small.
- Every institution is unique. That's why we take the time to get to know you. We listen and ask the right questions in order to thoroughly understand your needs and culture before ever making a single recommendation.
- Think of us as a fully capable strategic partner who can solve a pressing technology problem, perform a technology audit or provide the advice and support you need on any project.
- On every assignment, we objectively look for ways to maximize your return on technology and offer those suggestions to you. That's the Ferrilli way.
- We stand by our work and performance with unconditional support. We guarantee it.

Introduction

Thank you for the opportunity to submit this proposal for our services. This proposal provides information regarding our company, overview of the assignment and associated timing and cost.

We hope that you will choose Ferrilli and allow us to demonstrate the difference that dedicated customer-centric service, a proactive approach and deep higher education experience can make on student success.

It has been our experience that clients tend to think of Ferrilli in singular terms, such as the specific service we provided for them. Later, they are typically surprised to learn about our full range of capability. We want to emphasize from the start that when it comes to IT services for Higher Education, Ferrilli is ready and able to assist you in a variety of ways.

The relationship we have with each client is something we cherish. While we are known for our proactive approach, please remember that we are always ready to help with any question, concern or additional needs you may have—just ask. We look forward to serving you.

Relationships are at
the heart of what we do.

Please direct questions regarding any portion of this proposal to:

NAME: Ashleigh Mayer

TITLE: Technology Account Manager

PHONE: (610) 340-3172

EMAIL: amayer@ferrilli.com

Ferrilli Services

The following list provides a general overview of our services. Please contact us if you have questions regarding additional technology services that are not listed here.

Strategic Technology Consulting and Planning

We will help establish a clear vision for your technology moving forward, set realistic goals, plan, implement and measure overall success.

Technology Effectiveness Assessments

We will help you assess institutional goals; gather input and feedback from students, faculty and staff campus-wide; identify solutions; develop initiatives aligned with priorities. The end deliverable is a solid plan, complete with strong buy-in and the budget required to achieve your goals.

Leadership and Managed Services

Our professionals have the skills and experience to keep your initiatives on track and perform seamlessly in a leadership capacity for as long as needed. We can also provide assistance with an executive search to fill a permanent position.

Dedicated Project Services

Available on a per-project basis to fulfill most higher education IT service needs, including custom programming, technical support, implementations, migrations, upgrades, enhancements and more!

System Administration Services

Comprehensive administration of the ERP application, database and operating system, including software updates, database maintenance, environment cloning, 24/7 monitoring and response, performance tuning and upgrades.

Interim Staffing

Should your institution suddenly face a vacancy or leave of absence among essential technology personnel, Ferrilli can provide functional and technical expertise that will not only fill the gap, but deliver beyond expectations.

The Ferrilli Experience can best be summed up as the unique combination of the following attributes:

Deep higher education expertise

All team members possess a professional background in higher education, providing valuable insight to help solve your institution's biggest challenges.

Holistic approach

We approach every assignment knowing that the only way to improve student success and institutional effectiveness is to make sure that students, strategy, culture and technology are aligned.

Perpetually proactive, value-add philosophy

We constantly look for ways to unlock potential and add value in all we do for you.

Unparalleled commitment to customer service and satisfaction

For Ferrilli, this isn't an empty sales claim. It's intrinsic to our corporate culture.

Real-world mentoring

Our mentors have spent their careers immersed in the unique challenges of management in today's higher education environment. That's the kind of experience you can count on to help candidates transition successfully into new roles.

Independent, objective advice up front

We don't sell hardware or software. We solve problems and suggest ways to help you achieve more.

TERMS AND CONDITIONS

1. Services

Ferrilli will provide services as directed in the completion of the tasks set forth in the attached scope of work. The scope of work, together with these Terms and Conditions, shall constitute the parties' Agreement. Ferrilli agrees to keep the Client regularly informed of the progress of work performed under this Agreement

2. Compensation

The Client will pay Ferrilli the agreed upon costs as set forth in the scope of work . Ferrilli will invoice on the basis set forth in the scope of work for labor with payment due as set forth in the scope of work. No increase in amount or scope of services is authorized without formal written amendment to this Agreement through a Change Order executed by the parties.

3. Cancellation of Scheduled Services

The parties agree that once the Client and Ferrilli have scheduled a specific time during which Ferrilli will provide services under the terms of this Agreement, the Client shall pay Ferrilli for such services as if Ferrilli had performed such services on the date scheduled, unless the Client has notified Ferrilli that the Client would like to reschedule or cancel the scheduled services at least fifteen (15) business days prior to the date on which Ferrilli is scheduled to perform such services. The Client's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses incurred in advance of the scheduled consulting services (e.g., non-refundable airline tickets).

4. Term

This 3 year Agreement is effective upon signatures and will be presumed to continue in effect until its conclusion or it is cancelled by either party by providing at least 30 days' advance written notice to the other party. In addition, there is (1)

three- year renewal that they client may cancel with a 30 day notice

5. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by Ferrilli as a part of the work under this Agreement are the property of the Client and shall be provided to the Client upon the termination of this Agreement.

6. Independent Contractor; Relationship with Ferrilli

Ferrilli will control the means and manner in which work is performed under this agreement and, in all respects, Ferrilli's relationship to the Client will be that of an independent contractor, not an employee. Further, nothing contained herein shall be deemed or construed to create any agency relationship, joint venture, partnership or similar relationship between Client and Ferrilli. Neither party is authorized to incur any obligation in the other's name. Neither shall be held responsible or liable to the other except as specifically set forth in this Agreement. Neither party shall be held responsible or liable to the other party or to any third party for or on account of any act or omission by the other party except as specifically set forth in this Agreement. Consistent with this independent relationship, Ferrilli may provide services to other clients which are substantially similar to the services provided to the Client.

7. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance. The effect of such an occurrence of a *force majeure* event shall result in the immediate termination of this Agreement unless both parties ratify, accept, or acknowledge that this Agreement shall continue.

8. No Warranty

No warranty is stated or implied regarding the services provided under this Agreement. As such, Ferrilli specifically disclaims any and all warranties. Ferrilli makes no warranties or representations of any kind for the services. This means that Ferrilli is providing the services without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or express or implied warranties of merchantability or fitness for any particular purpose. No advice or information given by Ferrilli or its agents or employees shall create any kind of warranty.

9. Indemnification

Ferrilli agrees to and shall indemnify, defend and hold harmless the Client, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the Client shall incur or suffer, which solely arise, result from, or relate to Ferrilli's negligence in providing the services set forth in this Agreement. Ferrilli shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of Ferrilli and shall in no circumstance exceed amounts actually paid by the Client pursuant to this Agreement in aggregate.

10. Limitation of Liability

Ferrilli and the Client acknowledge and agree that in no event will Ferrilli's liability in connection with the services provided by Ferrilli under this agreement exceed the amount actually paid to Ferrilli by the Client under this agreement

and Ferrilli will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, Ferrilli's negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. Ferrilli and the Client further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by Ferrilli under this agreement have been set to reflect the fact that the Client's remedies, and Ferrilli's liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

11. Client Representations and Indemnification

Client represents and warrants (a) that it is duly authorized and empowered to enter into this Agreement, (b) the execution, delivery and performance of this Agreement by Ferrilli does not and will not conflict with, breach, violate or cause a default under any contract, agreement, license, instrument, order, judgment or decree to which Client is a party or by which it is bound, and (c) upon the execution and delivery of this Agreement, this Agreement shall be the valid and binding obligation of Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting the rights of creditor generally. To the extent allowed by law, client agrees to and shall indemnify, defend and hold harmless Ferrilli, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that Ferrilli shall incur or suffer, which solely arise, result from, or relate to Client's breach of these specific representations.

12. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the Client. Said works cannot be used for any other client or purposes without the Client's expressed written permission. The Client shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the Client. Ferrilli shall reserve the right to provide similar services or solutions to other clients to the extent that (a) Client does not exercise its rights to copyright, trademark and/or patent any of the said matter; or (b) such similar services do not use the Client's work product from the scope of work of this agreement; or (c) such similar services or solutions do not use the Client's valid copyrighted, trademarked, patented, or confidential materials.

13. Worker's Compensation Insurance

Ferrilli agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of Ferrilli performing this Agreement files a worker's compensation claim against the Client, Ferrilli agrees to defend and hold the Client harmless from such claim.

14. Cyber Insurance

Ferrilli maintains cyber insurance for services it provides pursuant to this Agreement. Client shall be entitled to review the current policy coverage terms and limits upon request.

15. Nondiscrimination in Employment

Ferrilli maintains a written policy against unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or gender.

16. Severability

It is the intent and understanding of the parties hereto that if, in any action before any court or other tribunal of competent jurisdiction legally empowered to enforce this Agreement, any term, restriction, covenant, or promise is held to be unenforceable as a result of being unreasonable or for any other reason, then such term, restriction, covenant, or promise shall not thereby be terminated, but, that it shall be deemed modified to the extent necessary to make it enforceable by such court or other tribunal and, if it cannot be so modified, that it shall be deemed amended to delete therefrom such provision or portion adjudicated to be invalid or unenforceable, and this agreement shall be deemed to be in full force and effect as so modified and such modification or amendment in any event shall apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

17. Waiver

No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in a writing executed by Client and Ferrilli.

18. Entire Agreement

This agreement contains the entire agreement between the parties hereto, and supersedes any and all other agreements heretofore made.

