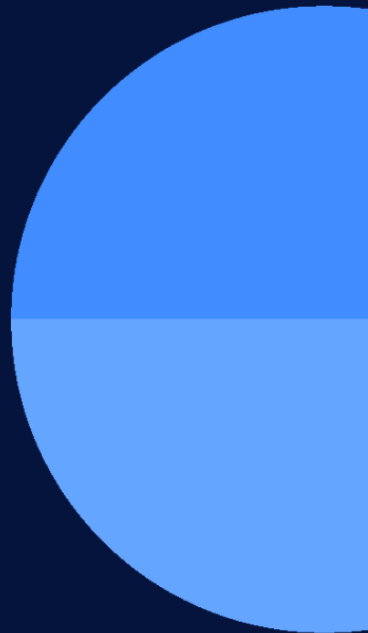


Galveston Consultant Services 2025

PRESENTED BY: Ashleigh Mayer, Ferrilli

PRESENTED TO: Galveston College

DELIVERED ON: September 30, 2025



FERRILLI

About Ferrilli

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 capabilities. 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 questions, concerns, or additional needs you may have. We look forward to serving you.

Technology is opportunity.

Please direct questions regarding any portion of this proposal to:

NAME: Ashleigh Mayer

TITLE: Regional Account Manager

PHONE: (610) 340-3172

EMAIL: amayer@ferrilli.com

Ferrilli is a technology services provider that accelerates a path to change through technology.

Our company was founded in 2003 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 capabilities. 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 often called upon to solve problems, or to serve as a strategic partner who can help map out the best path forward.

The outcomes that technology allows you to achieve is [what really matters](#).

What you can expect.

- 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.
- 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.
- 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.

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.

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 & Team Deployment

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.

ERP & SIS Support

Our ERP consultants and support team leverage unmatched technical and functional expertise to improve operations and business processes, reduce costs, and delight users across the campus.

CORE Managed Services

Ferrilli's CORE higher education managed services provide cost-effective ways for colleges and universities to manage their most crucial IT services. We provide targeted expertise across the entire stack, from full managed services for your ERP and SIS to assistance with more specific solutions.

Security, Cloud & Infrastructure Services

At a time when the consequences of service interruptions and data breaches have never been greater, our Security, Cloud & Infrastructure services ensure your systems can stand up to today's leading threats. And at a time when institutions are modernizing faster than ever before, we help you build and maintain an IT infrastructure that encourages innovation rather than stifling it.

CRM Optimization

We provide support for a wide range of the most popular CRM systems in higher education today, including Salesforce, Microsoft Dynamics, Technolutions Slate, and specialized systems such as Ellucian's suite of CRM Recruit, CRM Advise, and CRM Advance.

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!

The Ferrilli Difference can best be summed up as the unique combination of the following attributes and principles:

We are higher ed

The strength of our team stems from our backgrounds in the very institutions we serve. We've been on the inside and know where the value is hidden among your institution's complexity.

Outcomes over tech

Ferrilli follows the outcome. Many firms can provide IT support. Fewer have the vision, capability, and knowledge to see the big picture: how the right technology can accelerate a path to true transformation and success.

If you're not happy, we're not happy

Every company says they're built on a foundation of trust. We stake our money on it with a satisfaction guarantee.

Leading with service

At Ferrilli, we practice an unparalleled commitment to customer service. This isn't an empty sales claim. It's intrinsic to our corporate culture.

Independent and objective

We don't sell hardware or software. We believe that the best technology and the best path forward is the one that is right for the institution.

Commitment follows belief

Ferrilli believes in the mission. We believe that education is a priority. We believe that empowering institutions means better outcomes for students. And we believe, in higher ed especially, that real change is achieved through collective effort.

Scope of Work

TERMS AND CONDITIONS

1. Services

Ferrilli will provide services as directed in the completion of the tasks set forth in the attached Job Order. The Job Order, 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 Job Order plus reasonable travel expenses as set forth in the Job Order. Ferrilli will invoice on the basis set forth in the Job Order for labor with payment due as set forth in the Job Order. 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 conclusion or it is cancelled by either party by providing at least 30 days' advance written notice to the other party.

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. Client agrees to and shall, to the extent allowed by law, 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. Non-Solicitation

During the term of this Agreement, and for a period of six (6) months thereafter, the Client will not solicit for employment any employees of Ferrilli or its affiliates who, within six (6) months prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. Ferrilli will have the right to seek and recover direct damages from the Client for breach of this provision, including costs of suit and attorney's fees.

19. Entire Agreement

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

Job Name	Galveston Consultant Services 2025
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

Summary of Needs:

Contract dates 12.1.2025-11.30.2028

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 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

1 Flexpert Supporting:

- Onsite/Remote leadership/technical staff
 - Colleague Functional Support
 - Admissions
 - Financial Aid
 - Student
 - Finance
 - HR
 - CORE
 - Self-Service, including Student Planning and Financial Aid
 - Colleague Technical Support
 - Envision/Colleague Studio
 - Unidata
 - MS SQL
 - DBA/SysAdmin Support
 - Microsoft SharePoint Administration
 - Informer
 - Element 451 Support
 - Synoptix
 - 3rd party integrations
 - Office 365 Applications
 - My GC
 - Dynamic Forms
 - Housing
 - Award Spring
 - Koha
 - Trim Data
 - Bibliu
 - AEFIS
 - Zogotech
-
- CORE Mentorship, as needed/requested

CORE Mentorship, as needed/requested

Hand's-on mentorship to build in-house expertise in administering the Colleague Application, database, and operating system. Focus is on guidance to enable independent maintenance, troubleshooting, and optimization.

- Colleague Software Updates Training and review of software updates
- Colleague Database Maintenance Training
- Colleague Software Administration Training (includes UI, Self Service, Colleague API, and Payment Gateway)
- Colleague System Tuning Training
- Ellucian Colleague Clone Training
- Unidata Administration Training
- OS Administration Training
- Colleague LDAP Integration Training
- Server Certificate Training (including tomcat)

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.

*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 and Ferrilli staff

Ferrilli will assign an experienced Project Manager to plan and oversee all Ferrilli team activities throughout the project and ensure close coordination with the institution leadership and team. The Ferrilli PM will:

- Develop the project plan and schedule.
- Establish an agreed upon project meeting cadence.
- Coordinate and lead a Project Kickoff
- Ensure the various components of project work are effectively assigned, communicated, and delivered according to the scope of work.
- Track project Risks and Issues.
- Ensure all work products and deliverables are tracked, delivered and signed off.

Ferrilli will provide up to 160 hours of support per month, and 5760 hours of support during the duration of the contract.

Deliverables:

- Monthly status reports
- Documentation

Client Responsibilities:

- Access to VPN and associated applications

Location of Work:

Onsite / Remote

Pricing:

Monthly Rate: \$26,500.00

Term: 36

Total: \$954,000.00

Cost Includes Travel and Expenses

- 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.**

For Ferrilli:



Robert Ferrilli, President

Date: 2025-09-30

Accepted as to job order and terms and conditions.

X _____