



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the standard agreement with Strata Information Group, Inc. (RLI-2024-126-OA- Student Information System Implementation Partner) for implementation services of the new Student Information System (SIS). Fiscal Impact: \$3,530,620.00**

**Presenter(s):** Raj Mettai, Chief Information Officer

### **What is the purpose of this contract and why is it needed?**

The purpose of this contract is to have Strata Information Group, Inc. act as a consulting partner to assist the College with the implementation of the new cloud-based Student Information System (SIS). The College is open to ideas as to how to best approach this project and we expect the complete process of converting a new system within 3 fiscal years.

Below is a list of scope of services and performance specifications, but are not limited to:

- Support the College in successfully implementing a new Student Information System (SIS). Experience in implementation of Ellucian Banner SaaS and integration with Workday HCM/Finance is highly preferred.
- Provide project management services oversight to ensure the project is executed within established timelines and budget constraints.
- Provide consulting services throughout the duration of the project.
- Contribute to developing a Program Governance/Support Model and Release Management Strategy.
- Assist the College in defining and aligning internal business processes across the institution.
- Collaborate with the College's Project Management team to oversee the delivery of SIS components from the vendor.
- Assist the College's change management team in seamlessly transitioning to the new SIS.
- Assist the College in formulating a comprehensive data reporting strategy, assessing the existing reporting inventory, and identifying and addressing gaps in reports essential for business continuity.
- Contribute to developing integration services by supplying technical resources through staff augmentation as needed.

Additionally, the final price was in line with the College's budget for this service, estimated at \$2,780,750.00 for three (3) years. The College is requesting an additional \$749,870.00 in contingency for a total of \$3,530,620.00 in fiscal authority in the event the scope of work extends beyond the hours agreed upon and/or extends to an additional year beyond the contract term. The breakdown of the costs is as follows:

Y1: \$939,600.00 (see details below)

\$180.00 p/hr x 5,160 estimated hours= \$928,800.00

\$10,800.00 (optional travel fees)

Y2: \$1,340,150.00 (see details below)

\$185.00 p/hr x 6,760 estimated hours= \$1,250,600.00

\$350.00 p/hr x 225 estimated hours for Target-X to Banner Integration= \$78,750.00

\$10,800.00 (optional travel fees)

Y3: \$501,000.00 (see details below)

\$190.00 p/hr x 2,580 estimated hours=\$490,200

\$10,800.00 (optional travel fees)

### **What procurement process or bid waiver was used and why?**

The procurement process used was a formal competitive solicitation in accordance with FL DOE 6A-14.0734 and College Procedure A6Hx2-6.34 with the issuance of a Request for Letter of Interest (RLI-2024-126-OA - Student Information System Implementation Partner).

The Request of a Letter of Interest (RLI) is a method of selecting a vendor whereby vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service. An RLI identifies, in general terms, the work required. Responses are evaluated by an authorized panel selected by the College, mostly based on experience and qualifications.

### **Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**

Yes.

**What fund, cost center and line item(s) were used?** FD100, CC0653, GLC65000.

**Has Broward College used this vendor before for these products or services?** No.

**Was the product or service acceptable in the past?** Not applicable.

**Was there a return on investment anticipated when entering this contract?** Not applicable.

**Was that return on investment not met, met, or exceeded and how?** Not applicable.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** This is not applicable.

**Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?** The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

### **FISCAL IMPACT:**

Description: Estimated \$3,530,620.00 as follows: \$2,780,750.00 + \$749,870.00 (contingency for implementation costs) from FD100, BU202, CC0653, PG000267, NFR#TBA.

|          |                                     |                |
|----------|-------------------------------------|----------------|
| 07/01/24 | CC0653 • IT Application Development | (\$749,870.00) |
|----------|-------------------------------------|----------------|

contingency Y1-3

|          |                                     |                |
|----------|-------------------------------------|----------------|
| 07/01/24 | CC0653 • IT Application Development | (\$939,600.00) |
|----------|-------------------------------------|----------------|

|          |                                     |                  |
|----------|-------------------------------------|------------------|
|          | NFR#TBA Y1                          |                  |
| 07/01/25 | CC0653 · IT Application Development | (\$1,340,150.00) |
|          | NFR#TBA Y2                          |                  |
| 07/01/26 | CC0653 · IT Application Development | (\$501,000.00)   |
|          | NFR#TBA Y3                          |                  |
| TOTAL:   |                                     | (\$3,530,620.00) |

**Raj Mettai**  
Raj Mettai, Chief Information Officer

6/6/2024

**Donald Astrab**  
Donald Astrab, VP, Academic Operations, Analytics, & Comm

6/6/2024

APPROVAL PATH: 12220: Strata Information Group, Inc. (RLI-2024-126-OA - Student Information System Implementation Partner)



## Workflow

[Edit View](#)[Add Work Item](#)

| Stage | Reviewer                           | Description                       | Due Date          | Status      |  |
|-------|------------------------------------|-----------------------------------|-------------------|-------------|--|
| 1     | Alina Gonzalez                     | Review & Approve                  |                   | ✓ Completed |  |
| 2     | <b>Raj Mettai</b>                  | CIO Review                        |                   | ✓ Completed |  |
| 3     | Donald Astrab                      | Chief Operating Officer           |                   | ✓ Completed |  |
| 4     | Natalia Triana-Aristizabal         | Contracts Coordinator             |                   | ✓ Completed |  |
| 5     | Zaida Riollano                     | Procurement Approval              |                   | ✓ Completed |  |
| 6     | Rabia Azhar                        | CFO Review                        |                   | ✓ Completed |  |
| 6     | Christine Sims                     | Budget Departmental Review        |                   | ✓ Completed |  |
| 6     | <b>Legal Services Review Group</b> | Review and Approval for Form and  |                   | ✓ Completed |  |
| 7     | <b>Board Clerk</b>                 | Agenda Preparation                |                   | ⌚ Pending   |  |
| 8     | District Board of Trustees         | Meeting                           | 06/25/24 01:00 PM | ⌚ Pending   |  |
| 9     | <b>Electronic Signature(s)</b>     | Signatures obtained via DocuSig 📄 |                   | ⌚ Pending   |  |
| 10    | Natalia Triana-Aristizabal         | Contracts Coordinator             |                   | ⌚ Pending   |  |



## **CONTRACT FOR SERVICES TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of date of execution 2024 between the District Board of Trustees of Broward College, Florida ("College") \_\_\_\_\_ and Strata Information Group, Inc., ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years after execution plus renewals ("Contract").

### **1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of James Jones, jjones15@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

### **2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

### **3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

#### **4. TERMINATION FOR DEFAULT.**

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

#### **5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

#### **6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

#### **7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

#### **8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.**

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

## **9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO



COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.



**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

## **21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

## **22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than 5,000,000 \$ in general liability insurance, \$1,000,000 in automobile liability insurance, \$2,000,000 in professional liability insurance, \$1,000,000 in cyber liability insurance and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

## **23. OWNERSHIP OF WORKS.**

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

## **24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible

for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

#### **25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

#### **26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

#### **27. E-VERIFY.**

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

#### **28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

## **29. BACKGROUND CHECKS.**

***This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site.***

Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "E-VERIFY." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

***Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."***

## **30. ANNOUNCEMENTS AND PRESS STATEMENTS.**

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Chief Process Owner, Information Technology (currently James Jones) or that position's designee, and in the case of the other party, permission must be granted by its Chief Financial Officer (currently Heather Schlenger) or that position's designee.

## **31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

## **32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further

written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

**33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

\_\_\_\_\_  
College

\_\_\_\_\_  
Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type) \_\_\_\_\_ Tax ID No. \_\_\_\_\_

Authorized  
Representative \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Signature of Vendor \_\_\_\_\_ Date \_\_\_\_\_

Attested By Name (type) \_\_\_\_\_ Title \_\_\_\_\_

Signature of Attester \_\_\_\_\_ Date Signed \_\_\_\_\_

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contract for Services**

**Statement of Work**

**Exhibit “A”**

This Statement of Work - Exhibit A (the “SOW”) incorporates by reference RLI-2024-126-OA and Vendor’s Response to RLI-2024-126-OA, including the proposed approach, work streams, and methods. In the event of a conflict between the RLI, Vendor’s Response, and the Contract, the documents will govern in the following order: first the Contract, next the Vendor’s Response and lastly the RLI. It is noted that this SOW is general in nature and will be further detailed by the parties after the Contract is executed as the College and Vendor meet with the College’s selected provider of the Student Information System (SIS). This also applies to the tentative implementation schedule and significant changes to those may also impact the estimated and spread of hours during the term of the Contract.

Defined terms used in this SOW shall have the meaning set forth in the Contract or the RLI, as applicable.

**ADDITIONAL SERVICES MAY BE ADDED OR DELETED**

The College may, during the term of this Contract, add to or delete from the Contract any services, wholly or in part. Vendor shall be required to provide a quote for any additional services to be added. Any addition or deletion to the SOW will be documented in a writing signed by both Parties.

**GENERAL DESCRIPTION OF WORK**

The Vendor will provide advisory consulting, training, technical, and project management services for the migration of the College’s current student information system to the Ellucian Banner SaaS. The engagement will include consulting services for the setup of the following modules as components of the Ellucian Banner SaaS (“Banner SaaS”) ecosystem of software and implementation tools.

- Banner SaaS (Student Information System, Accounts Receivable, and Financial Aid)
- Ellucian Degree Works—Degree Audits and Course Program of Study compliance
- Ellucian Intelligent Learning Platform—Integration with D2L learning management
- Ellucian Workflow Enterprise
- Ellucian Insights - Enterprise Extensibility
- Campus Communicator
- Scholarship Universe
- ISE Enterprise Schedule



- Ellucian On-Demand Training (provided by Ellucian)
- Banner Document Management
- Ellucian CRM Advise
- Ellucian Chatbot AI Functionality for CRM Advise
- Ellucian Elevate
- Ellucian Payment Center w/ EMV
- Ellucian Ethos

Note: The College may defer implementation of Ellucian CRM Advise and its associated Chatbot AI function until after the production deployment of Banner SaaS.

The project assumes that Banner SaaS system integrations are based on a standard and SaaS supported method for the exchange of data with the following third-party systems:

- Barnes & Noble
- D2L
- TargetX
- Courseleaf
- Workday
- Nelnet (for tuition payment plan)
- CollegeNet(Live 25)

The assigned Vendor Project Manager and client PMO will translate the following “work streams” to concurrent tasks and milestones in the Banner SaaS migration project plan.

## **PROJECT MANAGEMENT WORKSTREAM**

The vendor project manager will work with the College project management office and designated work group leaders to develop the following work products to govern the execution and success of the project.

- Project definition and task/activity plan with milestones.
- Integrated project activities to include college work groups and third-party contributors to the project.
- Project Schedule and Timeline.
- Project Organizational Structure.
- Risk Assessment and management procedures and issues register.
- Communication Management Strategy.
- Change Control and Management Plan.

- Cost Management procedures.
- Quality Control and Project Performance Strategy.

## **BUSINESS TRANSFORMATION WORKSTREAM**

### **Business Process Review**

The Business Process review will cover three (3) *core operational* business processes:

- P1 New Student Onboarding—including admissions, course selection, housing, etc.
- P2 Paying for university—from financial aid to billing and refunds, including R2T4.
- P3 Degree Audit and Planning, Student Advising, and Registration.

This review will include the services of a process facilitator to articulate and document the process assessment. A functional expert (SME) in using Banner SIS will assist with process mapping and the demonstration of the Banner software during the analysis sessions.

The proposed business processes may be altered or adjusted based on College preferences and additional operational processes may be accommodated after a change impact analysis confirms there is no impact on the project budget.

### **Business Process Analysis Workshops for Each Process Analysis**

Preparation - Vendor consultants will prepare by reviewing the College's existing documentation and policies regarding existing or future state operational processes.

In Session 1, we will review the current state with a large group of cross-campus stakeholders, which includes executives.

- Map current state.
- Identify opportunities and obstacles.
- Inventory current tools and technologies.
- Identify Deep Dive topics.

Session 2 - comprises detailed interviews with 1 or more selected staff members for estimated 1-hour sessions.

- Conduct interviews.
- Prepare future state maps using B2B/Banner best practices process maps.

Session 3 will involve a large group of cross-campus stakeholders, including executives, to discuss and adopt the working draft of the future state process.

- Observations
- Objectives
- Future State map

## **Business Process Design - Post Workshop Tasks**

- Business-Process-Design-Facilitator delivers a report with:
  - Current and Future state maps.
  - Opportunities.
  - Obstacles.
  - Highlight the most important recommendations.
  - Working with Banner consultant—identify potential 3<sup>rd</sup> party applications, e.g., Admissions, Housing, Payment Gateway, etc.
- Banner Functional-Subject-Matter-Experts (SME) and Technical Transformation Lead
  - Identify complex areas not covered during BPA.
  - Identify integration, extension, and automation opportunities.
  - Markup the business process reports/maps for transition to the configuration and implementation stage.

## **Data Modeling Tasks**

Technical Transformation Lead and Functional Experts lead the following tasks.

- Create a crosswalk mapping of the legacy source data to the target Banner SaaS data schema.
- Document data transformations from the legacy system to the Banner SaaS.
- Review and resolve the gaps with a solution in the final data model.
- Review the implications of the new data model for business and operational processes.

## **Business Transformation Success Activities**

- Review and incorporate business process and data analysis handover into the technical transformation and operational readiness work streams. This includes itemization of functional extensions requirements, integration requirements, and reports requirements.
- Continuously validate the future state process maps with business leaders and inter-department operational stakeholders.
- Document first drafts of the software test plan and documentation contents.

## **TECHNICAL TRANSFORMATION WORKSTREAM**

The Vendor's Banner functional experts for students, accounts receivable, financial aid, and general Banner functions will conduct a review with the college project work groups to document all data validation values and processing rules for the functional configuration of the Banner software.

These validation values and rules setup are inputs to the data migration analysts to incorporate any impact on legacy data transformations.

The Technical Transformation Lead along with Technical and Integration consultants will perform the following tasks along with the project workgroups and functional leads:

- Design and develop a repeatable data extract, transformation, and load process to populate iterative data refreshes during the system testing stage.
- Review extensions requirements, then design, develop, and test agreed extensions. For example, Ellucian Experience dashboards, cards and processes, Ellucian Workflows, Campus Communicator, et al.
- Review integrations requirements, design, develop, and test integrations.
- Review operational reports and assist with the design approach and train the College on how to use Ellucian Insights to generate reports.

The functional area consultants work with the technical transformation workgroup to document the configuration settings of the software, tracing configuration decisions to the business requirements for the College's future reference and change management purposes.

The Technical Transformation Consultants will provide support to remediate issues with integrations and extensions when these occur during the various testing events at each stage of the implementation, and during the full system test and deployment.

## **ORGANIZATIONAL READINESS WORKSTREAM**

The vendor implementation team will perform the following tasks to support the readiness of the College to use the deployed Banner SaaS systems.

- Conduct project review meetings with the executive steering committee with the frequency and agenda designated in the jointly developed communication plan.
- Schedule and conduct regular updates, communications, or staff meetings with affected departments according to the communication plan.
- Provide introductory and ongoing training sessions to the super-users in the college project implementation work groups and support their rollout of end-user training and documentation.

- Contribute to the development and execution of a system-wide test plan to ensure the integrity of the operations and that the system is ready for deployment.
- Highlight any areas resistant to change and work with the College PMO office to manage the organizational adjustments required during the transition to the new Banner SaaS.

## **DATA GOVERNANCE INITIATIVE**

- SIG will assist with the business process design for the operation of the Data Governance organization and the data policy and change management review procedures.
- SIG will provide project management help with observing Data Governance policies and procedures during the Banner SaaS implementation project.

## **POST IMPLEMENTATION SUPPORT SERVICES**

- Set-up an incident reporting process to capture and track the resolution of post-deployment issues.
- Provide technical and functional consultant services to resolve post-deployment implementation issues for up to three-months post deployment of the Banner Student software module.
- Monitor and track timely execution of implementation related incident responses.

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## Contract for Services

### Pricing

### Exhibit "A-1"

| POSITION / ROLE  | EST. WORK-HOURS<br>YEAR ONE | EST. WORK-HOURS<br>YEAR TWO | EST. WORK-HOURS<br>YEAR THREE | TARGET-X to BANNER<br>INTEGRATION | TOTAL<br>WORK-HOURS |
|--|-----------------------------|-----------------------------|-------------------------------|-----------------------------------|---------------------|
| Business Process Design Facilitator                          | 480.00                      | 160.00                      | -                             | -                                 | 640.00              |
| Business Process SME Consultants                             | 580.00                      | -                           | -                             | -                                 | 580.00              |
| Technical Transformation Lead                                | 1,200.00                    | 300.00                      | 200.00                        | -                                 | 1,700.00            |
| Technical Transformation<br>Consultants                      | 800.00                      | 500.00                      |                               | -                                 | 1,300.00            |
| Banner Student Functional SME Lead                           | 200.00                      | 1,200.00                    | 400.00                        | -                                 | 1,800.00            |
| Banner Student and Degree Works<br>SME Consultants           | 200.00                      | 1,000.00                    | 280.00                        | -                                 | 1,480.00            |
| Banner Financial Aid SME Consultants                         | -                           | 600.00                      | 200.00                        | -                                 | 800.00              |
| Integrations Functional Lead                                 | -                           | 600.00                      | 300.00                        | -                                 | 900.00              |
| Integrations Functional Consultants                          | -                           | 500.00                      | 600.00                        | 350.00                            | 1,450.00            |
| Training and Change Management<br>Consultant                 | -                           | 600.00                      | 140.00                        | -                                 | 740.00              |
| Integrated Project Manager                                   | 1,700.00                    | 1,300.00                    | 460.00                        | -                                 | 3,460.00            |
| <b>ESTIMATED EFFORT HOURS</b>                                | <b>5,160.00</b>             | <b>6,760.00</b>             | <b>2,580.00</b>               | <b>350.00</b>                     | <b>14,850.00</b>    |
| <b>RATE/HOUR</b>   | <b>\$ 180</b>               | <b>\$ 185</b>               | <b>\$ 190</b>                 | <b>\$ 225</b>                     |                     |
| <b>ESTIMATED CONSULTING FEES</b>                             | <b>\$ 928,800</b>           | <b>\$ 1,250,600</b>         | <b>\$ 490,200</b>             | <b>\$ 78,750</b>                  | <b>\$ 2,748,350</b> |
| <b>OPTIONAL TRAVEL FEES<br/>FOUR (4) ANNUAL TRIPS ONSITE</b> | <b>\$ 10,800</b>            | <b>\$ 10,800</b>            | <b>\$ 10,800</b>              |                                   | <b>\$ 10,800</b>    |

## Pricing Notes

- Three-year Remote and Onsite Consultant Rate.
  - 1-Jul-2024 through 30-Jun-2025—US\$180 /hour.
  - 1-Jul-2025 through 30-Jun-2026—US\$185 /hour.
  - 1-Jul-2026 through 30-Jun-2027—US\$190 /hour.
  - 1-Jul-2027 through 30-Jun-2028—US\$190 /hour.
  - Salesforce TargetX Integration with Banner 350 hours at \$225/hour.
- Strata Information Group may increase the hourly service rate Banner SaaS and Degree Works related services by up to 3% annually starting 1-Jul-2028. All hourly service rate changes are subject to mutual written agreement of the Parties.
- Prices quoted in U.S. Dollars.
- The proposed services are time and materials. SIG will bill monthly for actual services incurred.
- Project planning and milestone work products will be baselined and managed via change management procedures agreement with the Vendor and College Project Manager.
- Costs<sup>1</sup> may change based on client needs, project plans, and scope changes.
- Costs exclude all state taxes, if applicable, unless otherwise noted.
- Cost includes project management, preparation time, remote labor, and development of consulting activity reports.
- Regarding optional travel expenses, if travel is incurred:
  - Actual travel expenses may be lower or higher than estimated.
  - Estimated total costs may be adjusted between the labor and travel expense categories to accommodate this if the estimated total cost is not exceeded.
  - Travel time is capped at eight (8) hours per trip.
  - SIG will make every attempt to reduce travel costs, including coach airfare and the use of the client's recommended lodging.

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<sup>1</sup> For clarification, costs may increase or decrease as agreed upon by the parties in writing but hourly rates will not change except as may be expressly authorized as described above.



**Project Considerations**

SIG recommends the following project considerations toward a smooth and successful execution of the project:

- Timelines and schedules depend on College staff and work groups meeting their obligations within the times provided in timelines and schedules.
- Timelines and schedules are agreed upon during the project planning, discovery, and design stage activities.
- Any high-level or sample timelines included in the RLI submission are expected to be adjusted as needed.
- Project resource estimates, including estimated hours and costs, will be refined during the discovery, design, and project planning activities of each work stream of the project.
- Executive sponsorship from the College and governance oversight of a steering committee are essential for project success.
- A designated, single point of contact for SIG/Vendor staff to coordinate planning and logistical needs is essential. A College assigned project manager should be assigned to coordinate activities and responsibilities with the SIG team.
- The College should provide secure on-site and remote access to all required systems, software tools, or applications, as needed, with the most current data available for SIG/Vendor staff access.
- If required, the College should assist with access, installation, and configuration of necessary hardware and software agreed upon before the Vendor begins its work.
- Provide existing process and business requirements documentation as preparation for the tasks and activities in each designated work stream.

EXHIBIT “C”  
TO CONTRACT FOR SERVICES

**SPECIAL PROVISIONS**

The purpose of this Exhibit “C” is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit “C” and any other provision specified in this Contract, this Exhibit “C” shall take precedence.

**LIMITATION OF LIABILITY**

- **LIMITATION ON LIABILITY.** EXCEPT FOR THE INDEMNIFICATION PROVIDED IN THIS SECTION, SERVICE PROVIDER’S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT UNDER THIS CONTRACT. SERVICE PROVIDER AND CLIENT FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE ENTERING INTO THIS AGREEMENT ON THE UNDERSTANDING THAT THE FEES FOR THE SERVICES PROVIDED BY SERVICE PROVIDER UNDER THIS AGREEMENT HAVE BEEN SET TO REFLECT THE FACT THAT CLIENT’S REMEDIES, AND SERVICE PROVIDER’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.

- **Section 5. Termination for Convenience –**

The 30 days advance notice requirement is revised to 60 days.

- **Section 12. Assignment/Guarantor**

In lieu of Section 12, insert the following paragraph in its place and stead in the Contract: Neither party will assign this Agreement, in whole or in part, without the other party's prior written consent; provided, however, that either party may assign this Agreement to any entity that is wholly-owned, directly or indirectly, by such party or to any entity which acquires all or substantially all of the business operations, stock or assets of such party or any change of control, acquisition, merger, or consolidation of the party into, by, or with such affiliate or successor-in-interest, without the prior written consent of the other party. Any attempted assignment of this Agreement other than as permitted above will be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both parties, their successors and permitted assigns.

**Section 15. Entire Agreement -**

In lieu of the first sentence in Section 15 of the Contract, insert the following sentence:  
This Contract, together with that certain Non-Disclosure Agreement of even date herewith, states the entire understanding and agreement between the Parties and no course of prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract.

- **Section 32. Stop Work Order –**

In lieu of the last sentence in Section 32 of the Contract, insert the following sentence:  
If the work stoppage exceeds fifteen (15) business days through no fault of Vendor, the Parties may agree upon a reasonable and equitable adjustment in the Statement of Work, project schedule, and/or budget, as applicable.

BC APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_

VENDOR APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT “C”  
TO CONTRACT FOR SERVICES

**SPECIAL PROVISIONS**

The purpose of this Exhibit “C” is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit “C” and any other provision specified in this Contract, this Exhibit “C” shall take precedence.

- **“Section 2: Indemnification” is deleted in its entirety.**

**LIMITATION OF LIABILITY**

- **LIMITATION ON LIABILITY.** EXCEPT FOR THE INDEMNIFICATION PROVIDED IN SECTION 3, SERVICE PROVIDER’S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT UNDER THIS CONTRACT. SERVICE PROVIDER AND CLIENT FURTHER ACKNOWLEDGE AND AGREE THAT THEY ARE ENTERING INTO THIS AGREEMENT ON THE UNDERSTANDING THAT THE FEES FOR THE SERVICES PROVIDED BY SERVICE PROVIDER UNDER THIS AGREEMENT HAVE BEEN SET TO REFLECT THE FACT THAT CLIENT’S REMEDIES, AND SERVICE PROVIDER’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.

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BC APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_

VENDOR APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_

## **Broward College**

### **NON-DISCLOSURE AGREEMENT**

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This Agreement is made as of this 1st day of July, 2024 by and between Strata Information Group, Inc. ("Contractor"), a California corporation with offices at 3160 Camino del Rio S. Suite 308 San Diego, CA 92108, and The District Board of Trustees of Broward College, Florida (the "College") with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with College engaging Contractor to provide services related to the implementation of College's new student information system, each Party may disclose or grant access to the other Party certain of its confidential and/or proprietary information that such disclosing Party regards as "Confidential Information," as defined below.

In consideration of the exchange of such Confidential Information, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. For purposes of this Agreement, Confidential Information of College shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, information technology systems and security, marketing, sales, operating, customer lists and any information related to students, faculty and staff, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. For purposes of this Agreement, Confidential Information of Contractor shall mean technical information and designs, methods, techniques, drawings, trade secrets, processes, and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing. For clarity, any Confidential Information of Contractor incorporated into College's information technology systems, work product and deliverables prepared specifically for the College as part of the services, once provided to the College, shall not be considered Confidential Information of Contractor.

2. Both Parties shall establish administrative, technical and physical safeguards for the other's Confidential Information in the receiving Party's control or possession or being accessed or available to the receiving Party. Such safeguards shall be designed for the purpose of: (1) ensuring the security of the Confidential Information; (2) protecting against any anticipated threats or hazards to the security or integrity of the Confidential Information; and (3) protecting against unauthorized access to or use of the Confidential Information that could result in substantial harm or inconvenience to the disclosing Party.

3. To the extent that any of the College's Confidential Information constitutes "education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA"), Contractor is considered a "designated school official" and shall maintain the confidentiality and security of that information as required by the College and FERPA.

4. The Parties agree that disclosure of Confidential Information is for the sole purpose of Contractor providing services related to the implementation of the College's new student information system. No Party shall use the other Party's Confidential Information for any other purpose and only those employees, agents and advisors of each Party having a need to know the Confidential Information shall be privy to said Confidential Information and each shall be required by the Party sharing the Confidential Information to abide by the obligations of this Agreement.

a. Any Confidential Information received by a Party under this Agreement shall:

- i. not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;
  - ii. be treated by the receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Party's own information of like importance;
  - iii. not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above without the express written permission of the disclosing Party; and
  - iv. remain the property of the disclosing Party and, to the extent a Party has copies of the Confidential Information be returned to the disclosing Party within two (2) business days of receipt by the receiving Party of a written request from the disclosing Party stating that the Confidential Information must be returned, provided College may retain one (1) copy of written Confidential Information in its possession for purposes of complying with its records retention policy.
- b. The obligations of this Paragraph 4 shall not apply to:
  - (i) any information which is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;
  - (ii) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;
  - (iii) is received independently from a third party free from any obligation to keep said information confidential; or
  - (iv) is independently developed by the receiving Party without reliance upon any of the Confidential Information.

5. It shall not be a violation for a receiving Party to provide Confidential Information if required by law or pursuant to a lawful order of a governmental agency or court, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. A Party possessing the other Party's Confidential Information shall notify the other Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with such party in every reasonable way to help such Party regain possession of the Confidential Information and/or prevent its unauthorized use or disclosure. It is expressly understood and acknowledged by Contractor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof the disclosing Party may pursue both injunctive relief, in addition to all other remedies available at law or in equity.



7. Confidential Information disclosed to a Party hereunder is and shall remain the exclusive property of the Party disclosing the Confidential Information. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

8. Discloser warrants that it has the right to disclose all Confidential Information that it discloses to Recipient. Neither Party makes any other representation or warranty, whether express or implied, respecting Confidential Information or any other matter.

8. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

9. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law (excluding conflicts and choice of laws principles).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Strata Information Group, Inc.:

The Florida Board of Trustees of Broward  
College, Florida

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Heather Schlenger \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chief Financial Officer \_\_\_\_\_

Title: \_\_\_\_\_