



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the renewal agreement with Wolffpack, Inc. for financial aid software, utilizing the information technology bid waiver. Fiscal Impact: \$70,000.00 (cumulative total \$292,500.00). No additional fiscal authority is requested for this renewal.

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? This is a one-year agreement renewal with Wolffpack, Inc. for the financial aid software, Financier for 2024-2025. No additional fiscal authority is requested for this renewal as it was previously granted via MT 11161.

The College has been using the WolffPack FINANCIER software suite in conjunction with the CID Student Information System to process and support students applying for financial aid since 1997. FINANCIER, WolffPack's comprehensive financial aid system combines superior functionality with the convenience and efficiency of web technology. The WolffPack/Financier Software Maintenance & Support Agreement is an annual agreement between each of the HETGroup Financier clients and WolffPack. Each institution pays the same annual amount due in July of each year. This annual renewal at an estimated cost of \$70,000.00 provides the College with technical support and upgrades for our FINANCIER license as follows:

1. Providing annual updates to reflect Federal regulatory changes
2. Correcting any errors in software

As the number of schools using FINANCIER has dwindled in the past few years, WolffPack is unable to spread the costs across many schools. Consequently, this year's renewal reflects an increase of \$2,500. This request is to execute a one year renewal but with no additional fiscal authority as it was previously requested and granted via MT11161.

What procurement process or bid waiver was used and why? The College used the exemption provided for the IT Bid Waiver in accordance with the Florida Administrative Code (FL DOE 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the following exception to the requirement to solicit competitive offers:

Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

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, CC0086, GLC64500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? No.

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? 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:\$70,000.00 from BU202, FD100, CC0086, PG000267 (cumulative total \$697,500.00). No additional fiscal authority is requested at this time. Spend authority was requested and granted via MT11161.

07/01/24

CC0086 • ERP Support

(\$70,000.00)

Raj Mettai
Raj Mettai, Chief Information Officer

5/6/2024

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

5/6/2024

APPROVAL PATH: 12166: WolffPack FINANCIER Support Renewal (2024-2025)



Workflow

Edit View

Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		✓ Completed	
2	Raj Mettai	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	Legal Services Review Group	Review and Approval for Form and		✓ Completed	
7	Board Clerk	Agenda Preparation		✓ Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	⌚ Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		⌚ Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	



March 31, 2024

Ms. Wanda Elois
Senior Executive Assistant
Broward College - Cypress Creek Administrative Center
6400 NW 6th Way, Room 240
Fort Lauderdale, FL 33309

Dear Wanda:

Per our FINANCIER™ Maintenance and Support Agreement, please consider this letter to be documentation of our offer to provide the specified services to Broward College for the period from August 1, 2024 through July 31, 2025, at the price of \$70,000.

Also per the terms of the Agreement, please either notify us by July 1 if you wish to terminate the Agreement or pay the enclosed invoice by August 1. Timely payment will prevent any delay in your IT staff's ability to access the regulatory updates once they are available.

Should you have questions or concerns regarding the contract services or the enclosed invoice, please feel free to contact me at 585-293-0882 or dhartwig@wolffpack.com.

Sincerely,

Daniel N. Hartwig

Enclosure



INVOICE

Name: WolffPack, Inc.
Attn: Daniel N. Hartwig
3392 Buffalo Rd
Rochester, NY 14624

Tax ID: 16-1342135

Invoice #: BR202403-01
Invoice Date: March 31, 2024

Project: Broward College
FINANCIER™ Software License Agreement/Maintenance and Support

Addendum

Maintenance and Support (August 1, 2024 - July 31, 2025):

Due August 1, 2024:	\$ 70,000.00
Total:	\$ 70,000.00

Please direct payment to the address listed above.

WOLFFPACK, INC.
MAINTENANCE AND SUPPORT ADDENDUM
TO
FINANCIER™ SOFTWARE LICENSE AGREEMENT

WolffPack, Inc. ("WolffPack") and the Florida Community College Software Consortium ("Client") enter into this Software Maintenance and Support Addendum ("Addendum") effective as of July 1, 2002. The terms and conditions of the FINANCIER™ Software License Agreement (the "License") between WolffPack and Client shall apply to this Addendum, which will replace entirely any previously-executed Maintenance and Support Addendum.

1. Performance by WolffPack

- a. The Services. WolffPack agrees to provide Client maintenance and support services ("the Services") during each annual period for which Client has acquired such Services for the purpose of (i) fixing any errors or bugs in accordance with the paragraph 8.a. ("Scope of Warranty") of the License, and (ii) providing annual updates to reflect federal regulatory changes.
- b. Supplemental Statements of Work. The parties may enter into Supplemental Statements of Work, agreed to in writing by both parties, regarding the development or modification of computer programs and documentation, training or other consulting services provided by WolffPack. A Supplemental Statement of Work shall specify the services to be provided, the fee schedule and any terms and conditions other than as set forth in this Addendum and the License.

2. Payment for Services

- a. Fees. Client agrees to pay WolffPack for the Services in accordance with the Fee Schedule, as set forth in Exhibit A hereto or the annual notice provided to Client pursuant to this subparagraph, and any Supplemental Statement of Work. WolffPack shall notify Client of the Fee Schedule for the next renewal term of this Addendum at least sixty (60) days before the expiration of the then-current term.
- b. Expenses. Client agrees to reimburse WolffPack for expenses incurred in connection with providing the Services under this Addendum.
- c. Invoices; Due Date. WolffPack will provide Client with invoices setting forth the amount due under this Addendum on a monthly basis. Client agrees to pay WolffPack the amount due within thirty (30) days of the date of the invoice. All amounts not paid within thirty (30) days of the due date shall bear interest at the rate of one and one-half percent (1 1/2%) per month, or at the highest rate allowed by law, whichever is less, from the date due until paid. Failure of Client to pay any amounts when due shall constitute sufficient cause for WolffPack to cease to provide Services under this Addendum.

3. Term and Termination

The term of this Addendum shall be one (1) year. Thereafter, this Addendum shall renew automatically for successive one (1) year terms unless terminated in writing by either party at least thirty (30) days before the expiration of the then-current term.

4. Obligations of Client

- a. Access to Software. Client agrees to provide WolffPack access to the FINANCIER source code and to an up-to-date test system environment. Client further agrees to provide guidance regarding Client's connection procedures, source code maintenance techniques, library storage and access, and job submission procedures, as needed.

- b. Machine Resource. Client agrees to provide machine resource, and hardware and system software support, as needed to accomplish source code modification and installation. 24-hour Internet access is required.
- c. Documentation of Changes. Client agrees to provide documentation regarding design and implementation of system customization performed by Client or any third party.
- d. INAS. Client agrees to contract with the College Board for purchase and maintenance of INAS calculation software, and to install software releases and upgrades when issued by the College Board. Client agrees to assist in testing to assure that calculation modules are functioning correctly.
- e. PARS. Client agrees to contract with the College Board for purchase and maintenance of PARS software if Client wishes to use that software, and to install software releases and upgrades when issued by the College Board. Client agrees to perform testing to assure that calculation modules are functioning correctly.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this Agreement.

WOLFFPACK, INC.:

By: Susan L. Wolff
Susan L. Wolff

Title: President

Address: 3237 Fingar Road
Bluff Point, NY 14478

Date: March 8, 2002

CLIENT:

By: James R. Richburg
Printed Name: James R. Richburg

Title: President

Address: 100 College Boulevard
Niceville FL 32578

Date: June 11, 2002

**WOLFFPACK, INC.
MAINTENANCE AND SUPPORT ADDENDUM
TO
FINANCIER™ SOFTWARE LICENSE AGREEMENT**

EXHIBIT A

Fee and Payment Schedule

1. Fee Schedule

- a. The annual Maintenance and Support Fee for the one-year period beginning July 1, 2002 and ending June 30, 2003 shall be \$25,000.00 per institution.

2. Payment Schedule

- a. Payment due July 1, 2002: \$25,000.00

**WOLFFPACK, INC.
FINANCIER™ SOFTWARE LICENSE AGREEMENT**

EXHIBIT A

1. Software

a. Identification of Computer Program

FINANCIER™, Version 1.0, including:

- (i) the functionality identified in the FINANCIAL AID SYSTEM FEATURES attachment, and
- (ii) century-date support

b. Software Documentation

FINANCIER™ Version 1.0 Software Documentation

2. Sites

Broward Community College
Edison Community College
Florida Community College at Jacksonville
Indian River Community College
Miami Dade Community College
Okaloosa-Walton Community College
Palm Beach Community College
Tallahassee Community College

3. Computer System

Usage limited to licensed Sites.

4. Required Equipment and Software Products

a. Equipment

IBM Mainframe, or equivalent, with Internet access to the FINANCIER test environment.

b. Software Products

Predict 3.1 or above
Natural 2.2 or above
ADABAS, Version 5.0 or above
INAS
PARS