Notice !!

In order to receive any Addenda or supplemental information, you MUST register with the Lorain County Community College Purchasing Office, either by mail, at 1005 Abbe Road North, Elyria, Ohio 44035-1691, by telephone at 440-366-4048, by fax at 440-366-4648, or by email at purchase@lorainccc.edu.

The following information is required:

- Name of Firm
- Contact Name
- Street Address
- City, State Zip
- Telephone
- Fax Phone
- Email address

Thank you!
LORAIN COUNTY COMMUNITY COLLEGE

Third Party Implementer Request for Proposal

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1. INTRODUCTION

Lorain County Community College (LCCC or the College) is working with The University of Akron (UA or the University) in a joint venture to utilize PeopleSoft (version 9). UA is currently utilizing PeopleSoft and will be providing the Student, Finance and Human Resource modules to LCCC in a shared services model which will initially be hosted at UA. Longer term, the PeopleSoft installation for both institutions will be hosted by a third party entity. The purpose of this request for proposal is to find a third party implementer to assist with the implementation of PeopleSoft including data migration at LCCC. The scope of this project ends with the successful migration and go-live of the student modules.

Because the nature of this collaboration between LCCC and UA is to provide a more cost effective, high quality approach to running business systems for higher education in Ohio, other institutions may wish to become a part of this relationship in the future. This includes schools that are already using PeopleSoft ERP and others on a different product. It will be necessary to develop the implementation in such a way as to facilitate the effort to have others join. If this implementation proves highly successful, it will offer the selected vendor the opportunity to assist with the implementation of other schools.

Plante & Moran is providing assistance to Lorain County Community College throughout the bidding and evaluation process.

For the following scope of service, indicate whether you comply or take exception with the defined requirements. As you respond to each subsection, a response of “comply” indicates an acknowledgement of the Vendor’s understanding of what was stated above and further, indicates compliance to deliver what was communicated in the above subsection.

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1.1 PURPOSE

The purpose of this Request for Proposal is to solicit proposals for a vendor to provide implementation services to Lorain County Community College for the duration of the PeopleSoft implementation project.

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May, 2008
1.2 BACKGROUND
Lorain County Community College is one of Lorain County’s best assets. Since 1963, more than 250,000 residents of Lorain County have benefited from the educational programs and services offered by LCCC. Today, LCCC is Ohio’s top rated community college and has the distinction of receiving the State of Ohio’s highest quality rating for educational institutions by achieving the Tier-3 Achievement of Excellence through the Ohio Award of Excellence. In 2006, LCCC enrolled a record number of students in over 30 credit programs at the associate degree level. Approximately 3,200 students currently attend LCCC (Fall 2007 headcount). Additionally, over 2,000 more students attend the University Partnership program, which brings eight universities to the campus to offer more than 30 certificates, bachelors, and master’s degrees.

LCCC has a main campus in Elyria, Ohio which consists of 25 buildings, including the new library under construction, all connected with fiber. Additional facilities are located in St. Joseph located approximately 15 miles away and in Wellington, OH, which is approximately 20 miles away. The St. Joseph site is linked via a carrier class microwave wireless and the Wellington site is linked by a high speed broadband connection, similar to the St. Joseph site. The College also conducts programs at area high schools.

The University of Akron is located in Akron, Ohio, and serves branch campuses in Wayne and Medina County. Approximately 25,000 students attend UA.


1.3 DEADLINE FOR PROPOSALS
One original and three copies of the vendor's proposal must be submitted by 2:30 PM Local Time, Wednesday, May 28, 2008. Copies should be submitted to:

(1) original, (2) copies, (1) electronic copy to:
Laura Carissimi
Lorain County Community College
Purchasing Office
College Center Room 244
1005 North Abbe Road
Elyria, Ohio 44035
All proposals must be in a sealed envelope and contain the wording **Lorain County Community College Third Party Implementer RFP** on the envelope/package.

Proposals may not be delivered via facsimile or E-mail.

There will be NO public opening. Proposals may be viewed by appointment with the Purchasing Office.

### 1.4 RFP CLARIFICATIONS

The Purchasing Office will act as the clearinghouse for all inquiries and information requests. All inquiries and information requests must be directed to: Laura Carissimi, Director of Purchasing, and be submitted electronically to purchase@lorainccc.edu. The answers to all inquiries will be faxed or electronically distributed to all those registered as being in receipt of the Request for Proposal documents. The last day for submitting questions will be noon local time on **Monday, May 19, 2008**.

### 1.5 ADDITIONAL INFORMATION AS MAY BE REQUIRED BY THE COLLEGE

Additional information may be requested for the College’s evaluation process, which may include, but not be limited to, the following:

- Financial Statement of Firm(s)
- Resumes or job descriptions of individuals
- Management plan of organization and personnel
- Respondent's hiring, training, and supervising philosophy, policy, and procedures
- Affirmative Action and EEO policies, practices, and procedures
1.6 DISCLAIMERS AND DISCLOSURES

1.6.1 Disclaimers
In its sole discretion, the College may withdraw the RFP either before or after receiving submissions, may accept or reject submissions, and may accept submissions which deviate from the RFP as it deems appropriate and in the College’s best interest. In its sole discretion, the College may determine the qualifications and acceptability of any party or parties submitting in response to this RFP.

Following submission of a RFP, the respondent agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the response and/or the respondent, including the respondent’s affiliates, officers, directors, shareholders, partners and employees, as requested by the College in its discretion.

The College and its advisors shall have no obligation or liability with respect to this RFP, the selection and award process contemplated hereunder, or whether any award or recommendation will be made. All costs incurred by a respondent in preparing and responding to this RFP are the sole responsibility if the respondent. Any recipient of this RFP who responds hereto, fully acknowledges all the provisions of this disclosure and disclaimer and agrees to be bound by the terms hereof. Any response submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such response. The College reserves the right to waive any and all irregularities in the best interest of the College.

Comply?

Exceptions

1.6.2 Disclosure
The College is governed by the Ohio “Open Records Law” and all responses and supporting data shall be subject to disclosure as required by the law.

Comply?

Exceptions
1.7 VENDOR INTERVIEWS
Lorain County Community College is tentatively planning to interview the finalist vendor(s) during the week of June 16, 2008. Vendors should be prepared for an onsite interview on this day. Vendors will likely be notified at the beginning of the week of the June 9, 2008 if they are to be interviewed.

Comply?

Exceptions

1.8 PROPOSAL FORMAT BIDDER RESPONSE FORMS
Supplied with the RFP are Bidder Response Forms. These forms provide the format for the response and must be completed and submitted for your base bid proposal to be considered. Exceptions to specifications shall be noted here.

Comply?

Exceptions

1.9 MODIFICATION OF RFP
Vendors may not modify the RFP text to affect the terms, conditions, or specifications found in this document; this is forbidden and will subject the bid response to rejection. In the event any text is modified, the original text as issued will apply. This clause does not apply to the Vendor response areas of the RFP where it is expected that Vendors will enter their text.

Comply?

Exceptions

1.10 PRICING ELIGIBILITY PERIOD
All vendor proposal bids are required to be offered for a term not less that 180 calendar days in duration. A claim of mistake in computation of a proposal shall not void the proposals after they are opened and accepted.

Comply?
Exceptions

### 1.11 PERFORMANCE BOND

The Owner may require the selected Vendor(s) to provide a performance bond and payment bond upon award of the contract for the project. The associated cost of the performance bond is to be included in the add/alternate cost, but shown as a separate line item. This bond shall be equal in amount to the Total Price to the Owner of all purchased services. The Surety of the bond shall remain in effect until all acceptance of all services have been executed by the Owner. In the event that the Vendor(s) fails to perform its obligations under any contract between the Vendor(s) and the Owner, the bond shall be paid to the Owner. The Vendor(s) further agrees to save and hold harmless the Owner and agents from all liability and damages of every description in connection with any subsequent contracts.

Comply?

Exceptions

### 1.12 RIGHT OF REFUSAL

Owner reserves the right to refuse any or all proposals in their entirety, or to select certain equipment or software products from various vendor proposals, based on the best interests of the Owner. Owner reserves the right to reject any or all proposals for a specific section.

Comply?

Exceptions

### 1.13 PROPOSAL PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her subcontractors in responding to this request for proposal.

Comply?

Exceptions
1.14 ADDITIONAL CHARGES
No additional charges, other than those listed on the price breakdown sheets, shall be made.

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1.15 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

Lorain County Community College is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property. The Vendor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract.

The Vendor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies that have jurisdiction. The Vendor shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations bearing on the work.

If any of the work of the Vendor is done contrary to such laws, ordinance rules, and regulations, without such notice, he shall bear all costs arising there from. The Vendor shall include all cost and taxes in its proposal, and make proper provisions for payment of all other State and Federal applicable taxes, fees, or other costs.

The Owner is NOT automatically exempt from State of Ohio Sales and Use Taxes. The Owner must pay these taxes when materials are to be incorporated into realty. Hence, for materials that are permanently attached, built-in, incorporated, or otherwise made part of the structure, all applicable taxes shall be paid by the Contractor. The Owner is exempt from sales and use taxes if the materials are movable and are not permanently made part of the structure.

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1.16 CONTRACT REQUIREMENTS

The Owner considers this RFP legally binding and will require that this Request for Proposal and the resulting Vendor Proposal be included as addenda to any subsequent contracts between the Vendor(s) and the Owner. It should be understood by the Vendor(s) that this means that the Owner expects the Vendor(s) to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the
Vendor Proposals. Lack of listing all exceptions will be considered acceptance of all of the specifications as presented in this RFP. The selected Vendor will be expected to comply with the Owner’s standard technology agreement, which will be reflective of Section A of this specification.

Please refer to Appendix III for a copy of the Agreement.

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1.17 SCOPE OF AGREEMENT
The laws of the State of Ohio, Owner purchasing policies, and the legal advertisement for vendors and purchases are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

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1.18 SELECTION CRITERION
The Vendors will be evaluated based on the following selection criteria:

1.18.1 Compliance to Specifications
   a) Implementation Support
   b) Proposal Requirements
      1. Proposal Guaranty
      2. Submission deadline compliance
      3. Proposal format
      4. Proposal summary
      5. Completeness and accuracy of information supplied

1.18.2 Implementation Support
   a) Commitment of Local Personnel
   b) Implementation Time Frame
   c) Availability of Additional Support
   d) Technical Training
   e) User Training and knowledge transfer plan
   f) Process expertise

May, 2008
1.18.3 Experience
   a) Overall Experience
   b) Local Experience
   c) PeopleSoft expertise
   d) Experience with shared services implementations
   e) Higher education experience, particularly with two year institutions

1.18.4 Vendor Profile
   a) Number of resources available and when
   b) Ability to obtain talented PeopleSoft experts outside the company
   c) Percentage of the business devoted to higher education and PeopleSoft
   d) Ability to provide efficient staffing solutions such as working remotely or intermittent scheduling of staff only when needed
   e) Adaptability of methodology
   f) Financial stability

1.18.5 Cost
   a) Implementation Fees
   b) Payment Terms

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1.19 SURVIVAL CLAUSE
All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

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1.20 FORCE MAJEURE CLAUSE
Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

May, 2008
1.20.1 Force Majeure Requisites
Force majeure shall not be allowed unless:

A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

1.20.2 120-Day Maximum
Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

1.20.3 Right of Cancellation
Either party shall have the right to cancel the contract Agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a force majeure occurs before title passes to the Owner, the Vendor...
may keep any parts of the system as it can salvage, but must remove same at its own expense. If cancellation occurs due to a force majeure after title passes to the Owner, the system shall remain with the Owner and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

### Comply?

### Exceptions

#### 1.21 INCORPORATION BY REFERENCE

The Vendor shall supply project management, process and consulting services and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

### Comply?

### Exceptions

#### 1.22 NON-WAIVER OF AGREEMENT RIGHTS

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Vendor by Owner should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

### Comply?

### Exceptions
1.23 GENERAL INDEMNIFICATION

Vendor agrees to indemnify and hold harmless and defend the Owner, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, contractors and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the (i) negligent act or willful misconduct of Vendor, its officers, directors, employees and agents, (ii) any breach of the terms of this Agreement by Vendor or (iii) any breach of any representation or warranty by Vendor under this Agreement. Owner agrees to notify Vendor by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. Vendor shall have the sole right, but not the obligation, to control the defense of any such claim. In the event Vendor does not exercise such right of control within 10 days of the Owner’s notice, Vendor waives that right of control. Owner agrees to provide reasonable assistance to Vendor, at Vendor’s expense, in defense of same. In the event that Owner is required to pay monies, in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Owner’s interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of any above-referenced indemnified act, Vendor agrees to fully reimburse for all monies expended in connection with these matters, including attorney fees and costs.

Comply?

Exceptions

1.24 PATENTS, COPYRIGHTS, AND PROPRIETARY RIGHTS

The Vendor, at its own expense, shall completely and entirely defend the Owner from any claim or suit brought against the Owner arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Owner use of any software, methodology or tools and/or data developed in connection with the services and products described in this Agreement. The Owner will provide the Vendor with a written notice of any such claim or suit. The Owner will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Owner against this suit.

In the event that the Owner is required to pay monies, in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Owner’s interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse for all monies expended in connection with these matters. The Owner retains the right to offset against any amounts owed Vendor any such monies expended by the Owner in defending itself against such claims.

Should a court order be issued against the Owner restricting the Owner’s use of any product of a claim, and should the Vendor determine not to further appeal the claim
issue, at the Owner's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

A. Purchase for the Owner the rights to continue using the contested product(s), or

B. Provide substitute products to the Owner which are, in the Owner's sole opinion, of equal or greater quality, or

C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Owner all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

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### 1.25 CONFIDENTIALITY AND OWNERSHIP OF MATERIALS

a) Subject to paragraph (c) below, ownership of all data, material and documentation originated and prepared for the College pursuant to this Agreement shall belong exclusively to the College. Upon termination of the Agreement, all such data, material and documentation shall be returned to the College.

b) College and Selected Vendor shall treat the other's "Confidential Information" (as defined below) as proprietary. Each of the College and Selected Vendor shall (i) exercise due care to keep in confidence and not disclose confidential Information to any individual other than its own employees who have a "need to know in order to perform the obligations of College or Selected Vendor, as applicable, under this Agreement; (ii) not duplicate or publish any Confidential Information; and (iii) use Confidential Information only for the purposes authorized herein. The foregoing obligations shall not apply to Confidential Information if, and only to the extent that, it:

i. is or becomes public knowledge through no fault of the parties hereto or the recipient thereof;
ii. was previously known by the recipient;
iii. is lawfully provided to the recipient without restriction by an independent third party; or
iv. must be disclosed pursuant to applicable law or regulation;

provided, however, that with respect to exception (i), the recipient shall first establish that the full particulars of the Confidential Information are, in the combination disclosed to the recipient, well known or generally used within the industry, not merely that the individual features are in the public domain or available in isolated segments in two or more readily available public sources; and provided, further, that
the burden shall be on the recipient to prove the applicability of any of exceptions (i), (ii) or (iv) by documentary evidence.

For purposes hereof, "Confidential Information" shall mean copyrighted academic and other instructional course materials and manufacturing, engineering, software, business, personnel and human resource, customer, product, marketing, financial and other [non-public] and/or proprietary information (including but not limited to College's strategic planning materials), reports, or trade secrets relating to the business of Selected Vendor or the College, as applicable, and created or learned by the College or Selected Vendor, as applicable, in connection with the performance of this agreement. "Confidential Information" also includes any student records which are confidential by law. Anything to the contrary above in this Section notwithstanding, neither party shall disclose such student records except as allowed by law or regulation or by the policies of the party to which the records belong.

c) All worldwide right, title and interest in Intellectual Property Rights (as defined below) relating to copyrighted academic and other instructional course materials, software, new software or software modifications and improvements which are (i) not owned or licensed by Selected Vendor, including without limitation, modules, sub-routines and stand-alone programs, and related documentation and (ii) which are made, conceived or developed by Selected Vendor in the performance of its duties under this Agreement (collectively, the "College Software") shall vest exclusively in College or, if required by an agreement between College, and a third party, in said third party. All worldwide right, title and interest in Intellectual Property Rights in, to, or relating to new software or software modifications and improvements owned or licensed by Selected Vendor, including without limitation, modules, sub-routines and stand-alone programs, and related documentation made, conceived or developed by Selected Vendor in the performance of its duties under this Agreement (collectively, the "Selected Vendor Software") shall vest exclusively in Selected Vendor. Selected Vendor hereby grants and agrees to grant to College a perpetual and non-exclusive license to its Intellectual Property Rights in the Selected Vendor Software for use solely in the conduct of College's business, and to make as many copies of the Selected Vendor Software as are necessary for the use thereof in the conduct of its business. Said license shall include source code as well as object code.

"Intellectual Property Rights" shall mean all patents, trade secrets, and copyrights in, covering, and relating to software and documentation made, created, conceived, developed, improved or modified by Selected Vendor in the performance of its duties under this Agreement.

Provided: Anything elsewhere in this Agreement to the contrary notwithstanding, College shall have the right to approve any use of copyrighted academic and other instructional course materials, whether in written or electronic form, by any third party. College shall have complete discretion to and may refuse to approve any use by Selected Vendor, or by a third party, of College's copyrighted academic and other instructional course materials.
1.26 NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither the Vendor nor anyone with whom the Vendor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

Comply?

1.27 SUBCONTRACTORS

Vendors may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Vendor must obtain written prior approval from the Owner for activities or duties to take place at the Owner site. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

Comply?

1.28 EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over the Owner enter a valid and enforceable order upon the Owner which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Owner of a material part of its Agreement with the Vendor. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the
Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

**Comply?**

**Exceptions**

1.29 PROJECT MANAGEMENT STAFF DESIGNATION
The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this document shall be accomplished by a cooperative effort. To most effectively manage this process, the Vendor shall designate a single representative to act as project manager, who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

In the event that an employee of the Vendor is, in the opinion of the Owner, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

**Comply?**

**Exceptions**

1.30 ASSIGNMENTS
Owner and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

**Comply?**

**Exceptions**

1.31 VENDOR AS INDEPENDENT CONTRACTOR
It is expressly agreed that the Vendor is not an agent of Owner but an independent Contractor. The Vendor shall not pledge or attempt to pledge the credit of Owner or in any other way attempt to bind the Owner.

May, 2008
**1.32 INSURANCE**

The Vendor must have adequate insurance, for damage or loss, for all equipment and other valuables, until such time as the Owner receives good and clear title. In defining insurance coverage, the Vendor shall secure full replacement value for the system without the requirement that the Owner be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Vendor shall be used to secure replacement equipment for the Owner.

The Vendor agrees to hold harmless and defend the Owner and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Vendor employees or subcontractors. In order to demonstrate this responsibility, the Vendor shall furnish the Owner with evidence of valid comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall make clear this coverage of the Owner installation. The insurance policy shall be initiated prior to the installation of the system and maintained until final acceptance of the system by the Owner according to the prescribed procedures. The Vendor shall furnish to the Owner a copy of the insurance policy and all subsequent changes or updates.

**1.33 WARRANTY**

The Vendor warrants that all work performed for this project will be completed in a professional manner by knowledgeable staff.
1.34 STANDARD FORMS AND CONTRACTS

Any forms and contracts the Vendor(s) proposes to include, as part of any agreement resulting from this proposal between the Vendor(s) and the Owner must be submitted as part of the proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

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1.35 NON-COLLUSION COVENANT

The Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to Owner, that the Vendor firm has received from Owner no incentive or special payments, or considerations not related to the provision of automation systems and services described in this Agreement (see Proposal Response Form).

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1.36 ADVERTISEMENT

The laws of the State of Ohio, Owner purchasing policies, and the legal advertisement for contractors and purchases are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

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1.37 SPECIAL NOTES

Failure to include in the proposal all information outlined above may be cause the proposal to be deemed unresponsive and irresponsible.
1.38 PAYMENT TERMS
See Agreement in Appendix III.

1.39 TERMINATION

This Agreement may be terminated by a party (the “Terminating Party”) prior to the expiration of its stated term upon the occurrence of an "Event of Default" affecting the other party (the "Terminated Party").

An “Event of Default” shall mean:

a) failure by a party to timely perform any material obligation under this Agreement.

b) any representation, covenant or warranty made by either party herein or in any document executed simultaneously and in connection herewith, or in any document or certificate furnished in connection herewith or therewith or pursuant hereto or thereto shall be incorrect in any material respect;

c) any failure by a party to perform as warranted; or

d) Selected Vendor or College (i) files a petition in bankruptcy or for the approval of a plan or reorganization or arrangement under applicable bankruptcy law or similar bodies of laws of any jurisdiction, or any involuntary petition in bankruptcy or plan or reorganization or similar action is filed against Selected Vendor or College and is not dismissed within 60 days, or an admission is made seeking the relief therein provided; (ii) is unable, or admits in writing its inability to pay its debts as they become due; (iii) makes an assignment for the benefit of creditors; (iv) files a petition or applies to any tribunal for the appointment of a custodian, receiver or any trustee for all or a substantial part of its assets; (v) by any act or omission indicates its consent, approval of, or acquiescence in the appointment of a receiver, custodian, or trustee for all or a substantial part of its property; (vi) becomes insolvent however otherwise evidence; or (viii) ceases doing business as a going concern (all such events being defined as a "Bankruptcy Event").
Subject to the last sentence of this paragraph, upon the occurrence of an Event of Default, the Terminating Party may give notice of termination to the Terminated Party, identifying in reasonable detail the nature of the Event of Default. Thereupon, the Terminated Party shall have 30 days to correct in all material respects the Event of Default. If the Terminated Party so cures the Event of Default, then the notice of termination shall be ineffective. If the Terminated Party does not so cure the Event of Default within the aforementioned period, then this Agreement shall be terminated upon the expiration of such period (the "Termination Date"). If the Event of Default is a Bankruptcy Event, no notice of termination shall be required and the Termination Date shall occur on the date of the Bankruptcy Event.

Selected Vendor shall submit to College a final invoice for all services rendered up to and including the Termination Date.

### 1.40 FAMILIAL RELATIONSHIP

Proposers must complete submit a sworn and notarized statement disclosing any familial relationship that exists between the Owner or any employee of the proposer and any member of the Board of Trustees or the President. Said form is included in the proposer response forms. The College will not accept a proposal that does not include this sworn and notarized disclosure statement. This form must be included at time of proposal submission.

### 1.41 CRIMINAL BACKGROUND SCREENING

It is the Owner’s policy not to have individuals working on projects with a criminal history. The Owner reserves the right to require a criminal background check or drug screening for any contractors at the vendor’s expense. If background checks or drug testing has already been performed by the Vendor, that existing documentation will be sufficient.
1.42 DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

If applicable, Awardee must comply with O.R.C. 2909.33, by providing the College a completed certification for Government Business and Funding Contracts, attesting that it does not provide material assistance to any organization on the U.S. Department of State exclusion list. A copy of the Government Business and Funding Contract is located in the Proposers Response Forms section and a copy of the U.S. Department of State exclusion list is located in Appendix II. For more information about the declaration, please go to the following URL: http://www.homelandsecurity.ohio.gov/general_info.asp.

<table>
<thead>
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<tbody>
<tr>
<td>Exceptions</td>
</tr>
</tbody>
</table>
2. SCOPE OF SERVICES

Background: Lorain County Community College (LCCC) and the University of Akron (UA) have entered into an agreement to share services for an ERP solution. UA is currently running PeopleSoft modules for Student Administration (v8), Finance (v8.9) and Human Capital Management (v8). UA will upgrade to Student Administration and HCM V9.0 on Sep 27, 2008. At that time all applications and the portal will be running PeopleTools V8.49.09.

LCCC and UA are working jointly to migrate LCCC ERP services from LCCC’s current Jenzabar CMDS solution to v9 of PeopleSoft. The intention of this RFP is to obtain implementation services for migrating LCCC from its current system to PeopleSoft. While UA will be upgrading to v9 as well, the services to upgrade UA are NOT within the scope of this RFP.

UA staff will install separate instances of PeopleSoft for LCCC’s use on servers residing in Akron. This includes development, quality assurance, and production instances. Developing the LCCC instance of the application will begin by copying the existing configuration used by UA in production. While the HCM application and student administration self-service applications have a significant number of customizations in v8, the amount of customizations will be reduced to a moderate level as a result of upgrading to v9. The financial and student administration business applications are moderately customized. A fit gap analysis will be conducted to determine what modification must be made to meet LCCC defined requirements and best business practices. It is believed that having the UA configuration to work from will reduce the overall workload required to develop an out-of-the-box solution. Both schools will participate in analyzing changes required to adopt best business practices. LCCC will determine which business processes they intend to use or replace with a different process.

Appendix I contains the list of Products to be Implemented within the scope of this RFP.

There will be several key entities involved in this project in addition to the third party implementer. Figure 1 outlines implementation tasks and associated responsibilities for each party.

**Figure 1**

<table>
<thead>
<tr>
<th></th>
<th>Third Party Implementer</th>
<th>Lorain County Community College</th>
<th>University of Akron</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project management</td>
<td>Manage own staff;</td>
<td>Primary</td>
<td>Manage own staff</td>
</tr>
<tr>
<td></td>
<td>develop detailed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>implementation plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation planning</td>
<td>Primary for PeopleSoft</td>
<td>Overall responsibility</td>
<td>Primary for hardware, software and utility installation, security</td>
</tr>
<tr>
<td></td>
<td>configuration, migration, conversion, testing, documentation and training activities</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

May, 2008
<table>
<thead>
<tr>
<th>Process consulting</th>
<th>Fit Gap Analysis</th>
<th>Participate in Fit Gap and provide redesign processes</th>
<th>Participate in Fit Gap sessions if desired</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application consulting</td>
<td>Primary – lead configuration of PeopleSoft based on LCCC’s needs</td>
<td>None</td>
<td>Primary – Provide information regarding UA configuration and processes; provide recommendations in concert with Third Party Implementer</td>
</tr>
<tr>
<td>Interface development</td>
<td>None</td>
<td>Primary for new interfaces</td>
<td>Primary for existing interfaces</td>
</tr>
<tr>
<td>Data migration</td>
<td>Primary</td>
<td>Data Cleanup</td>
<td>Support</td>
</tr>
<tr>
<td>Network connectivity</td>
<td>None</td>
<td>Primary</td>
<td>Assist with requirements definition</td>
</tr>
<tr>
<td>Security</td>
<td>Advise on security settings within PeopleSoft</td>
<td>Define access rights</td>
<td>Primary</td>
</tr>
<tr>
<td>Hardware sizing,</td>
<td>None</td>
<td>Provide volume information</td>
<td>Primary</td>
</tr>
<tr>
<td>Software installation</td>
<td>None</td>
<td>None</td>
<td>Sole</td>
</tr>
<tr>
<td>Training</td>
<td>Primary – develop and deliver training program</td>
<td>Participate</td>
<td>Support for student and HR; lead for finance</td>
</tr>
<tr>
<td>Testing</td>
<td>Develop, coordinate and lead testing</td>
<td>User Acceptance testing</td>
<td>Support</td>
</tr>
<tr>
<td>Backfill of staff</td>
<td>None</td>
<td>Primary</td>
<td>None</td>
</tr>
<tr>
<td>Report Writing</td>
<td>Report writing for migration only</td>
<td>Shared with UA</td>
<td>Shared with LCCC</td>
</tr>
<tr>
<td>Documentation</td>
<td>Primary – document development / preparation</td>
<td>Review documents</td>
<td>Support for student and HR; provide training materials for finance</td>
</tr>
<tr>
<td>Any services associated</td>
<td>None</td>
<td>None</td>
<td>Sole</td>
</tr>
</tbody>
</table>

May, 2008
As indicated above, the implementer will be responsible for the following services:

- Conduct a fit-gap analysis and configuration mapping
- Provide application consulting
- Data migration
- Training and knowledge transfer
- Testing (development of tests and coordination)
- Report Writing (for the implementation only)
- Documentation

Each of these areas is described in further detail later in this section. Note: Security services will be provided through a block of hours, use to be determined by LCCC.

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<tbody>
<tr>
<td>Exceptions</td>
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</tbody>
</table>

### 2.1 IMPLEMENTATION SCHEDULE

The College is planning to implement PeopleSoft on an aggressive timeline, with the first module, Finance, set to go live July 1, 2009.

The high level timeline is as follows:

<table>
<thead>
<tr>
<th>Timing</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>June</td>
<td>Award Third Party Implementer Contract</td>
</tr>
<tr>
<td>July</td>
<td>Third Party Implementer on board and starting implementation</td>
</tr>
<tr>
<td>September 30</td>
<td>Fit/Gap Analysis and Process Re-Design Refresh Complete</td>
</tr>
<tr>
<td>July 1, 2009</td>
<td>Go live - Finance</td>
</tr>
<tr>
<td>January 1, 2010</td>
<td>Go Live - HR</td>
</tr>
<tr>
<td>2011 (exact date to be finalized)</td>
<td>Go live – Student</td>
</tr>
</tbody>
</table>

<table>
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<th>Comply?</th>
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<tbody>
<tr>
<td>Exceptions</td>
</tr>
</tbody>
</table>

**Indicate any concerns you have with the above timeline**
2.2 CURRENT ENVIRONMENT

LCCC Environment

The College’s current information system is the Jenzabar CMDS system running on an IBM AS/400 iSeries. A web portal is utilized and brings together the Jenzabar CMDS system along with other campus-wide applications. The portal can be used for registration, viewing student grades, virtual learning, etc. LCCC currently uses and will continue to use the Angel Learning product for course management.

LCCC currently has a data network that connects the buildings on the main campus via fiber and connects the St. Joseph facility via a wireless link. The network on the main campus is a Cisco-based Gigabit Ethernet backbone with 10/100Mb switched Ethernet end stations.

The connection to the St. Joseph facility is a 75Mb unlicensed wireless connection, with the full 75Mb allocated to IP traffic. There are T1 connections to virtual classrooms at other facilities for the delivery of video conferencing. Internet service is provided by a DS3 to OARNET.

The server environment is primarily Active Directory with 38 Microsoft servers (Windows 2003 R2), one Apple X server, a Sun server, five AIX servers, four Linux servers, and two IBM iSeries AS400s. The servers are located in a raised floor computer room with a UPS, generator, temperature and humidity control, and fire suppression. The servers are mostly IBM and Dell, with the most recently purchased servers being rack mount.

A Sun (StorageTek) SAN was recently installed. The SAN is equipped with over 12TB of SATA storage in a RAID 5 configuration.

UA Environment

This representation is only UA.

All three applications (SA/HR, Financials, Portal) will share the same hardware. The hardware is two IBM P6-570 MMA with 8 3.5 GHz processors, 82GB RAM and is partitioned into the following LPAR's:

- 2 Production Web servers, each with 1.5 proc, 12 GB RAM
- 2 Production App servers, each with 3 proc, 18GB RAM
- 1 Production DB server, with 2 proc, 12 GB RAM
- 1 QUAL DB server, with 2 proc, 12 GB RAM
- 1 failover partition for prod DB, with .1 proc, 12 GB RAM
- 1 failover partition for QUAL DB, with .1 proc, 12 GB RAM

The remainder of the capacity is dedicated to non-production. That will be 2 non-production partitions, one with 1.5 processors and 28GB RAM and one with 2.4 processors and 29 GB RAM. There are also 2 Virtual IO servers (.5 proc, 1GB RAM) and 1 NIS/NIM server (.1 proc, 1GB RAM). Storage is on the EMC SAN except for enough disks on there servers themselves for the boot images and operating systems.
UA is planning to take advantage of the ability to automatically reallocate system resources as needed. When a group of LPARs are in a shared processor pool, each is configured with a minimum, desired, and maximum amount of processing it can use, and if it is busy, and there is spare capacity available, it will take more up to its maximum. As mentioned, this depends on spare capacity being available at the necessary time. It is also possible to do this manually.

The following is a pictorial representation of that environment:

![Diagram of PeopleSoft Landscape](image)

### 2.3 QUALIFICATIONS

The critical nature of the Lorain applications and systems requires a third party implementer with significant experience in implementing PeopleSoft for higher education clients. The College is seeking an organization with at least five years experience in implementing PeopleSoft in Higher Education. Experience with the Jenzabar CMDS solution is required. Vendors are required to respond to these requirements in the bidder response area.

May, 2008
<table>
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<tr>
<th>Comply?</th>
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<tbody>
<tr>
<td>Please describe your qualifications in this area:</td>
</tr>
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</table>

| Exceptions |
2.4 STAFFING EXPECTATIONS
All personnel provided by the Selected Vendor shall:

- Adhere to a College defined work schedule
- Be subject to standard College employment screening procedures: background employment check, legal verification, and others.
- Be directly supervised by Selected Vendor Director and subject to review by Lorain Contract Administrator
- New staff provided by the selected vendor must be interviewed and approved by Lorain Staff
- Those employees determined unsuitable must be immediately recalled and replaced by the Selected Vendor
- Staff must work closely with the Lorain managers/supervisors, particularly to address issues and communicate with users.

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<th>Exceptions</th>
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</table>

2.5 PROJECT MANAGEMENT
The selected vendor shall assign a Project Manager to manage the vendor’s team and serve as the primary contact for LCCC. The Vendor Project Manager shall serve as a member of the Implementation Steering Committee and as such, will be required to attend regularly scheduled meetings and report on implementation progress.

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<tr>
<th>Comply?</th>
<th>Comments</th>
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<td>Exceptions</td>
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</table>

2.6 IMPLEMENTATION PLANNING
The selected vendor shall be responsible for leading the implementation planning related to the following areas:

- Process consulting (fit gap analysis)
- PeopleSoft configuration
- Migration

May, 2008
- Conversion
- Testing
- Documentation
- Training

Additionally, the vendor shall participate in regularly scheduled project meetings (described above).

The vendor shall be responsible for all implementation planning for the areas noted above and must minimally perform the following:

- Develop detailed project timeline
- Document objectives
- Define core resources (including staff) required
- Develop a migration plan
- Develop a detailed training plan
- Develop a detailed testing plan
- Determine level of parallel processing necessary

The vendor is to provide a plan as part of their response to this RFP which details all aspects of implementation, including the fit / gap analysis, order of module implementation, the expected time required for the conversion of existing data, training of personnel, and the creation of documentation.

Such a plan will contain top to bottom requirements of conversion detailing all phases of the process including:

- Determination of what data is converted
- Determination of the amount of history to convert
- Mapping of existing data with proposed system data elements

Discuss the process for determining how system modifications/customizations are reviewed, prioritized and incorporated into the implementation.

Given the schedule noted in section 2.1, the successful Vendor shall be responsible to design and estimate the cost for the bridge from the existing student system (CMDS) to the PeopleSoft general ledger module to accommodate financial aid, work study, receivables and any other areas requiring integration between student modules and the base accounting / finance modules.

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### 2.7 PROCESS CONSULTING
Vendor shall assist Lorain County Community College with process consulting. Lorain, with assistance from Plante & Moran, went through a significant effort to review,
document and redesign business processes in 2006. The successful vendor will be provided with copies of these process flows.

The Vendor shall perform a fit gap analysis, comparing the LCCC redesigned processes with the functionality of PeopleSoft. Additionally, the Vendor shall compare LCCC redesigned processes with the current configuration with that of UA to identify any commonalities. Vendor shall work with staff from LCCC and Plante & Moran on the fit gap analysis. While the focus is determining the best configuration for the LCCC system, it is anticipated that UA business analysts will also attend these sessions to provide experience and advice in helping develop the best possible business practices.

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<td>Comments:</td>
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<tr>
<td>Exceptions</td>
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</tbody>
</table>

## 2.8 APPLICATION CONSULTING

The Vendor shall provide PeopleSoft and implementation service expertise to the College. Vendor will work with Lorain County Community College to determine the software parameters that need to be set. Notwithstanding the fit gap analysis above, the Vendor shall provide recommendations as to best practices for configuring PeopleSoft for a two year college, taking into consideration the redesigned business process workflows. Areas of consultation included in this task shall include, but not be limited to:

- Best practices configuration
- Configurations appropriate to support LCCC redesigned processes
- Definition of data files for export to other systems
- Chart of Accounts
- Configuration of employees benefits parameters
- Set up of contracts for LCCC faculty, staff and administrators
- Set up of financial aid parameters to best support LCCC, federal and state policies and regulations
- Reports
- Recommendations as to existing options for interfaces with third party systems (recommendations only; this does not involve the development of interfaces nor requirements definition)

The PeopleSoft solution must be configured such that LCCC is compliant with all local, state and federal reporting requirements and adheres to all policies and procedures of the institution (e.g. acceptable use, security, etc.).
2.9 DATA MIGRATION

Vendor shall perform all data migration for Lorain for each of the three phases. The College will cleanse the data prior to migration. Vendor shall work with the College to develop a data migration plan, including timelines, responsibilities, and validation criteria. After migration is complete, Vendor shall review data for integrity issues and validate data. Lorain had approximately 10,000 credit students and another 4,000 non-credit students in 2007. There are 139 full-time and 1,003 part-time faculty; 312 full-time and 342 part-time staff.

The following services must be included:
- Determine data to convert
- Map existing data to new data elements (in PeopleSoft)
- Ensure that data retention / history is compliant with all federal, local and state requirements
- Proof and analyze data transfers from CMDS to PeopleSoft
- Set up and run converted data into PeopleSoft
- Validate and proof conversion files and data

Data Migration from the existing Jenzabar application will include, but not be limited to, the following:

1. HCM
   a. Load current faculty and staff biographic and demographic data
   b. Load a job row for each employee position start date (original job)
   c. Load a job row for each employee's current position

2. Financials
   a. Load vendor file
   b. Load chart of accounts
   c. Load account beginning balances and encumbrances
   d. Load fiscal end-of-year account rollover balances

3. Student
   a. Load academic history (*current system contains information from 1964 to current*)
   b. Load student biographic and demographic data
   c. Load student account balances for all students who have a balance
   d. Load all students who were active sometime within the past two years (create zero balance rows for students who do not owe but have attended in the previous two years)
   e. Load course and class data for the upcoming academic calendar
   f. Load financial aid history (*three years of history*)
Figure 2 below contains relevant volume information to provide a better gauge as to the conversion magnitude.
2.10 TRAINING

As part of the implementation planning process, vendor must develop technical, end-user and other staff training plans, to be signed off upon by both UA and LCCC. Please note that Lorain will be using the User Productivity Kit (UPK) training framework. UPK will be installed on site at LCCC.

The vendor must list the nature, level, and amount of training to be provided in each of the following areas:

- Technical training (e.g., programming, operations, etc.)
- User training via UPK – block of hours to assist with implementation and use of UPK. Provide 80 hours per finance, HR and student.

The vendor must specify where and when training will be provided during the implementation process. Emphasis should be placed on training that is timely (i.e., do not train users weeks before they are to use the system). If training is offered at either Lorain County Community College or at the vendor's site, specify the requirements for on site training and any cost variations for each option.

LCCC reserves the right to re-allocate the above referenced training hours (e.g., 240 hours) between modules and also reserves the right to reduce those hours for a credit.

Describe the scope of training included and your proposed approach:
2.11 TESTING

Vendor will be responsible for developing testing plans and scripts, as well as coordinating the testing. Lorain staff will perform the actual testing. Vendor shall develop testing plans for (1) unit testing, (2) integration / system testing, and (3) User Acceptance Testing. Upon completion of the testing plan, vendor shall meet with Lorain staff to confirm that the plan meets their objectives. After objectives have been confirmed, Vendor shall develop testing scripts for all areas indicated above. Additionally, vendor shall develop testing processes to develop stress tests for peak processing times.

Upon completion of testing, vendor shall evaluate functionality and performance in accordance with the functional specifications and user requirements. If it is determined that requirements and / or specifications are not being met, vendor shall recommend additional steps necessary to meet these requirements.

Comply?

Exceptions

2.12 REPORT WRITING

Vendor shall develop reports for implementation and migration processes only. As indicated in Figure 1, LCCC and UA will be responsible for developing reports for operational use. Reports to be developed by the Vendor may include, but are not limited to, items such as data integrity, error checking, process completion, etc. Again, the vendor is not responsible for writing reports to be used by the College once the implementation is over; these reports are strictly for use to determine any issues during implementation.

Comply?

Exceptions

2.13 DOCUMENTATION

Vendor shall develop/obtain and maintain documentation throughout the project. Documentation shall include:

- Business Requirements or Objectives
- As is Business Processes (Akron model)
- To Be Business Processes (Lorain Aspiration)
- Fits/Gaps
- Strategy to Fill Gaps
- Functional Design to Fill Gaps
- Technical Design to Fill Gaps
- Development
  - Standards
- Data Conversion Strategy & Design
- 3rd Party Interface Strategy & Design
- As Built Documentation on Modifications
- Test Plans
  - Unit
  - System or Integration
  - User Acceptance
- End User Documentation
- Training Curriculum & Content
- Security
- Release Management
- Standards

All documentation will be in printed form or, when available, in electronic format. Vendor shall be responsible for updating all documentation to reflect any changes that occur during implementation, including maintenance and enhancement changes.

### Comply?

| Exceptions |

#### 2.14 IMPLEMENTATION SUPPORT

The vendor must give a detailed description of the level and extent of all support to be provided during and after the implementation of the proposed software.

| Comply? |
| Exceptions |

#### 2.14.1 Implementation Support

The vendor must detail the type and amount of implementation support to be provided (e.g., number of personnel, level of personnel, time commitment, etc.). Include resumes for personnel which will be assigned to the project.

In addition, vendor shall provide a description of the resource requirements for their staff and configuration needed during the implementation, to include the following:
• Number of workstations
• Number of desks
• Number and size of dedicated rooms for the project
• Parking
• Telephones
• Network accessibility needs
• White boards
• Flip charts
• Power requirements
• Other resource needs

This includes needs of the vendor as well as needs required of college staff involved in the implementation (e.g., subject matter experts).

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<td>Exceptions</td>
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</table>

### 2.14.1.1 Implementation Support

The vendor must include 280 hours of support time, to be on-site during the first two weeks after go-live of each of the three primary functions (HR, Financials and Student). The HR system (for a total of 720 hours).

LCCC reserves the right to re-allocate the above referenced support hours (e.g., 720 hours) between modules and also reserves the right to reduce those hours for a credit.

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<td>Exceptions</td>
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</table>

**Comment on recommended number of hours of support necessary for each go-live**

May, 2008
## 3. VENDOR RESPONSE FORMS

### 3.1 VENDOR PROFILE

<table>
<thead>
<tr>
<th>Vendor name:</th>
<th>RESPONSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor address:</td>
<td></td>
</tr>
<tr>
<td>Vendor contact:</td>
<td></td>
</tr>
<tr>
<td>Vendor telephone number:</td>
<td></td>
</tr>
<tr>
<td>Vendor e-mail address:</td>
<td></td>
</tr>
<tr>
<td>Vendor fax number:</td>
<td></td>
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<tr>
<td>RESPONSE</td>
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<td>------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Year in which company was founded</td>
<td></td>
</tr>
<tr>
<td>Is Company wholly owned? If not, state parent company:</td>
<td></td>
</tr>
<tr>
<td>State gross sales of the company’s last fiscal year</td>
<td></td>
</tr>
<tr>
<td>State the number of facilities located within a 50-mile radius of LCCC and their locations</td>
<td></td>
</tr>
<tr>
<td>State the location of the facility that will be responsible for this implementation</td>
<td></td>
</tr>
<tr>
<td>Out of the above office, state the number of:</td>
<td></td>
</tr>
<tr>
<td>Total employees</td>
<td></td>
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<tr>
<td>Process Specialists</td>
<td></td>
</tr>
<tr>
<td>Application Software Specialists</td>
<td></td>
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<tr>
<td>Migration Specialists</td>
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<tr>
<td>Trainers</td>
<td></td>
</tr>
<tr>
<td>Testing Specialists</td>
<td></td>
</tr>
<tr>
<td>Report Writing Specialists</td>
<td></td>
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<tr>
<td>Documentation Specialists</td>
<td></td>
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<tr>
<td>Software support staff available over the phone</td>
<td></td>
</tr>
<tr>
<td>Is your company an equal opportunity employer?</td>
<td></td>
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<tr>
<td>Do you have a toll free support line?</td>
<td></td>
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<tr>
<td>What is your average response time (hours) for a telephone response to an initial service call?</td>
<td></td>
</tr>
<tr>
<td>What is your guaranteed maximum response time (hours)?</td>
<td></td>
</tr>
<tr>
<td>Can you provide remote diagnostics via modem into a system located at each College location?</td>
<td></td>
</tr>
<tr>
<td>How many educational application software installations your company has completed:</td>
<td>Ohio:</td>
</tr>
<tr>
<td></td>
<td>Nationally:</td>
</tr>
<tr>
<td>How many <strong>PeopleSoft</strong> software installations your company has completed:</td>
<td>Ohio:</td>
</tr>
<tr>
<td></td>
<td>Nationally:</td>
</tr>
<tr>
<td>If a performance bond is required of the finalist, will you comply?</td>
<td></td>
</tr>
<tr>
<td>What is your cost for implementation assistance <strong>beyond</strong> that which is included in your bid?</td>
<td>$ /hour</td>
</tr>
</tbody>
</table>
3.2 STAFFING QUALIFICATIONS

Indicate if you comply with each requirement. For those categories for which your experience level falls short, indicate with what years your experience level consists.

<table>
<thead>
<tr>
<th>REQUIREMENTS</th>
<th>Organizational Experience</th>
<th>Proposed Lorain Team Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Year Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Higher Education experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Information Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Year Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PeopleSoft software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jenzabar software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IBM AS400</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3.3 PROPOSED TEAM

For each role in the following table, indicate the proposed team member names as well as the certifications they have and relevant previous experience. Additionally, please provide the hourly rate for each role.

<table>
<thead>
<tr>
<th>Role</th>
<th>Proposed Team Member Name(s)</th>
<th>PeopleSoft Certifications</th>
<th>PeopleSoft Experience</th>
<th>Jenzabar Experience</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Consulting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process Consulting</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Migration / Conversion</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Report Writing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please attach resumes for each proposed team member.

<table>
<thead>
<tr>
<th>Comply?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptions</td>
</tr>
</tbody>
</table>

3.4 Implementation Hours

Indicate the total number of hours that your proposal includes for each role, as described in the Section 2 of the RFP (outlined in Figure 1).

<table>
<thead>
<tr>
<th>Third Party Implementer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project management</td>
</tr>
<tr>
<td>Implementation planning</td>
</tr>
<tr>
<td>Process consulting</td>
</tr>
<tr>
<td>Application consulting</td>
</tr>
<tr>
<td>Data migration</td>
</tr>
<tr>
<td>Security</td>
</tr>
<tr>
<td>Training</td>
</tr>
<tr>
<td>Testing</td>
</tr>
<tr>
<td>Report Writing</td>
</tr>
<tr>
<td>Documentation</td>
</tr>
</tbody>
</table>
VENDOR QUESTIONNAIRE

3.4.1 Narrative
Include a narrative summary of the services and expertise your organization will provide the College. The narrative should indicate the ability and commitment of the bidder to meet the terms of this RFP.

Response:

3.4.2 Prior Experience

1. Indicate prior experience which demonstrates your organization's expertise in providing the required services.

Response:

2. How many Implementation agreements has your organization entered into / completed?
   a. How many does it currently have?
   b. How many for a Community College?
   c. How many for Ohio based colleges/universities?

Response:

3.4.3 Organization Staffing

1. Describe the staffing with regard to the number of personnel assigned to the Lorain account.

Response:

2. Describe your approach to staff, (e.g. are staff dedicated to clients or rotated based on the specialties/availability?).

Response:

May, 2008
3.4.4 Application Experience
1. Vendor to indicate previous experience with PeopleSoft, indicating which versions
   the experience applies to.

   **Response:**

2. Vendor to indicate previous experience with Jenzabar, indicating which versions the
   experience applies to.

   **Response:**

3.4.5 Implementation Plan
1. Provide a detailed implementation plan.

   **Response:**

3.4.6 Additional Information
2. Provide any other information regarding your company’s background that would be
   relevant in assessing your ability to successfully support Lorain in this
   implementation.

   **Response:**

3. Provide comments on the sample Agreement.

   **Response:**
3.5 PRICING

The vendor should provide pricing for any or all of the line items as follows. Lorain reserves the right to select a vendor for one or more services and may choose to select one vendor fall all service.

Administrative costs cannot be billed as a time and materials add-on. They must be included in the basic fee structure.

<table>
<thead>
<tr>
<th>HUMAN RESOURCES</th>
<th>Proposed Total Hours</th>
<th>Hourly Rate</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation Planning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process Consulting</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Application Consulting</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Data Migration - HCM</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Report Writing</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Implementation Support</td>
<td>280 hours</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Travel / Lodging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FINANCE</th>
<th>Proposed Total Hours</th>
<th>Hourly Rate</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation Planning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Process Consulting</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Application Consulting</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Data Migration - Financials</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Testing</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Report Writing</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Documentation</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Implementation Support</td>
<td>280 hours</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Travel / Lodging</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify)</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

May, 2008
### 3.5.1 Optional Pricing

The vendor should provide optional pricing as follows (not to be included in base bid).

Administrative costs cannot be billed as a time and materials add-on. They must be included in the basic fee structure.

<table>
<thead>
<tr>
<th></th>
<th>Total Hours</th>
<th>Hourly Rate</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management</td>
<td>200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Developer</td>
<td>200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Process Consulting</td>
<td>200</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
### 3.6 SUBCONTRACTORS & REFERENCES

Selected vendor may not add subcontractors at a later date without prior approval of the College.

<table>
<thead>
<tr>
<th>Comply?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptions</td>
</tr>
</tbody>
</table>

#### 3.6.1 Subcontractors

Please complete the following:

<table>
<thead>
<tr>
<th>Will a subcontractor(s) be used?</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes, name of subcontractor</td>
</tr>
<tr>
<td>Have you worked with this subcontractor within the last 12 months?</td>
</tr>
</tbody>
</table>

**Responsibilities to Include:**

Provide three (3) customer references (including contact names and phone numbers) for similar work performed by each subcontractor you will use on this project:

1. 
2. 
3. 

---

May, 2008
3.6.2 References

List three (3) similar contracts by your company. Please note those that were handled by the office that will be responsible for this contract:

<table>
<thead>
<tr>
<th>VENDOR REFERENCE #1</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Phone #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enrollment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Platform – Existing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Platform – New</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VENDOR REFERENCE #2</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Phone #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enrollment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Platform – Existing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Platform - New</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VENDOR REFERENCE #3</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reference Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference Phone #</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enrollment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Platform - Existing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Platform - New</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Provided</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Team</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3.7 IMPLEMENTATION PLAN

Vendor to complete the chart bellowing, detailing all tasks and activities involved in the implementation. Vendor shall indicate the total hours vendor will spend and anticipated hours required of LCCC and UA staff, who is responsible for each task, and during what week(s) the task will take place.

| Weeks | Vendor/ LCCC/UA Hours | Resp. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
|-------|------------------------|-------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|       |                        |       |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
4. APPENDICES
Appendix I
Products for Implementation

Financials

Human Resources
- Benefits Administration
  - Setup
  - Calculations
  - Billing
  - FMLA
- COBRA Benefits Administration
- Open Enrollment
- Reports
- Position Management
  - Multiple Jobs
- Employee Profile
- Leave Management
- Talent Acquisition Manager

Payroll
- Garnishments
- Pay Calculations
- Pay Confirmation
- Checks and Direct Deposit
- Periodic Events
- Retroactive
  - Pay
  - Benefits
  - Deductions
- Reports

Time and Labor
- Self Service Components
- Payable Time
- Reports

Portal
Contributor
Student Administration
- Academic Advisement
- Financial Aid
- Gradebook
- Recruiting and Admissions
- Student Financials
- Student Records

May, 2008
o Campus Community

Campus Self Serve
Purchasing
eProcurement
Expenses
Crystal Reports
Business Objects
Appendix II-A

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF: ___________________
COUNTY OF: ________________
TAX ID NUMBER: _________________

______________, being duly sworn, deposes and says he/she is the ___________________ (Name)

_________________ (Title)

of ____________________________________________, the Proposer which has submitted,

(Company)

Lorain County Community College a proposal for a Third Party Implementer, as fully set forth in
said proposal and that except as specified below, the aforementioned proposer constitutes the only person,

firm or corporation having any interest in said proposal or in any contract, benefit or profit which may,

might or could accrue as a result of said proposal, said exceptions being as follows:

____________________________________________________________________________

(If no exceptions, please state)
Affiant further states that said proposal is, in all respects, fair and is submitted without collusion or fraud;

and that no member of Lorain County Community College is directly or indirectly interested in said proposal.

___________________________________  (Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and County this _________________ day of ________________, ________________.

___________________________________  (Notary Public)

NOTE: A proposal bond, cashiers or certified check, in lieu thereof, MUST be executed and furnished with each proposal.
Appendix II-B

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF THE VENDOR AND FURNISHED WITH EVERY PROPOSAL

The Owner will not accept this proposal without this completed, signed and notarized form

FAMILIAL RELATIONSHIP AFFIDAVIT

STATE OF: ________________
COUNTY OF: ________________

____________________, being duly sworn, deposes and says he/she is the
________________________________               _____________________________________
(Name)                  (Title)
of ____________________________________________ , the proposer which has submitted,
                                          (Company)
to Lorain County Community College a proposal for a Third Party Implementer that states that there
is NO familial relationship between the owner or any employee of above Company and any member of the
Board of Trustees or the President of Lorain County Community College, said exceptions being as
follows:

____________________________________________________________________________
(If no exceptions, please state)

___________________________________
(Affiant)

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and
County this _________________ day of ________________, ________________.

___________________________________
(Notary Public)

May, 2008
Appendix II-C

Declaration Regarding Material Assistance/Non-Assistance To A Terrorist Organization

Ohio Department of Public Safety
Division of Homeland Security
http://www.homesecurity.ohio.gov

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

<table>
<thead>
<tr>
<th>LAST NAME</th>
<th>FIRST NAME</th>
<th>MIDDLE INITIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>HOME ADDRESS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY</td>
<td>STATE</td>
<td>ZIP</td>
</tr>
<tr>
<td>HOME PHONE</td>
<td>WORK PHONE</td>
<td></td>
</tr>
</tbody>
</table>

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

| BUSINESS/ORGANIZATION NAME |
| BUSINESS ADDRESS |
| CITY | STATE | ZIP | COUNTY |
| PHONE NUMBER |

DECLARATION
In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
   - Yes □ No □

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
   - Yes □ No □

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3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
   □ Yes  □ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
   □ Yes  □ No

5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources” to an organization on the U.S. Department of State Terrorist Exclusion List?
   □ Yes  □ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
   □ Yes  □ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety’s Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

Signature

Date

May, 2008
U.S. Department of State Terrorist Exclusion List

Ohio Department of Public Safety
Ohio Homeland Security

U.S. Department of State Terrorist Exclusion List
As of April 21, 2006

Terrorist Exclusion List Designees (alphabetical listing)

- Al Taqwa Trade, Property and Industry Company Ltd. (f.k.a. Al Taqwa Trade, Property and Industry; f.k.a. Al Taqwa Trade, Property and Industry Establishment; f.k.a. Himmat Establishment; a.k.a. Wadensberg, A(5)
- Al-Haramii Sweelts Bakeries
- Al-Itihad al-Islami (AIIA)
- Al-Manar
- Al-Ma'arifah
- Al-Nur Honey Center
- Al-Rashid Trust
- Al-Shifa Honey Press for industry and Commerce
- Alex Boncayao Brigade (ABB)
- Anarchist Faction for Overthrow
- Army for the Liberation of Rwanda (ALIR) (a.k.a. Interahamwe, Former Armed Forces (EX-FAR))
- Asbat al-Ansar
- Bebber Khalsa International
- Bank Al Taqwa Ltd. (a.k.a. Al Taqwa Bank; a.k.a. Bank Al Taqwa)
- Black Star
- Communist Party of Nepal (Maoist) (a.k.a. CPN(M); a.k.a. the United Revolutionary People's Council, a.k.a. the People's Liberation Army of Nepal)
- Continuity Irish Republican Army (CIRA) (a.k.a. Continuity Army Council)
- Dinkazani Company
- Eastern Turkistan Islamic Movement (a.k.a. Eastern Turkish Islamic Party; a.k.a. ETIM; a.k.a. ETIP)
- Front of October Antifascist Resistance Group (GRAPO) (a.k.a. Grupo de Resistencia Anti-Fascista Premero De Octubre)
- Harakat ul Jihad I Islam (HUJI)
- International Sikh Youth Federation
- Islamic Army of Aden
- Islamic Renewal and Reform Organization
- Jamiat al-Ta'awun al-Islamiyya
- Jamiat ul-Mujahideen (JUM)
- Japanese Red Army (JRA)
Ohio Department of Public Safety
Ohio Homeland Security

- Jaysh-e-Mohammed
- Jeysullah
- Jerusalem Warriors
- Lashkar-e-Tayyiba (LET) (a.k.a. Army of the Righteous)
- Libyan Islamic Fighting Group
- Loyalist Volunteer Force (LVF)
- Makhtab al-Khidmat
- Moroccan Islamic Combatant Group (a.k.a. GICM; a.k.a. Groupe Islamique Combatant Marocain)
- Nada Management Organization (f.k.a. Al Taqwa Management Organization SA)
- New People's Army (NPA)
- Orange Volunteers (OV)
- People Against Gangsterism and Drugs (PAGAD)
- Red Brigades-Combatant Communist Party (BR-CPC)
- Red Hand Defenders (RHD)
- Revolutionary Proletarian Nucleus
- Revolutionary United Front (RUF)
- Salafist Group for Call and Combat (GSJC)
- The Allied Democratic Forces (ADF)
- The Islamic International Brigade (a.k.a. International Battalion, a.k.a. Islamic Peacekeeping International Brigade, a.k.a. Peacekeeping Battalion, a.k.a. The International Brigade, a.k.a. The Islamic Peacekeeping Army, a.k.a. The Islamic Peacekeeping Brigade)
- The Lord's Resistance Army (LRA)
- The Pentagon Gang
- The Riyadh-Salihin Reconnaissance and Sabotage Battalion of Chechen Martyrs (a.k.a. Riyadh-Salihin Reconnaissance and Sabotage Battalion, a.k.a. Riyadh-As-Salihin, a.k.a. the Sabotage and Military Surveillance Group of the Riyadh al-Salihin Martyrs, a.k.a. Riyadh-Salihin Reconnaissance and Sabotage Battalion of Shahids (Martyrs))
- The Special Purpose Islamic Regiment (a.k.a. the Islamic Special Purpose Regiment; a.k.a. the Al-Jihad-Fisi-Sabilillah Special Islamic Regiment, a.k.a. Islamic Regiment of Special Meaning)
- Tunisian Combat Group (a.k.a. GCT, a.k.a. Groupe Combattant Tunisien, a.k.a. Jama`at Combattante Tunisien, a.k.a. JCT; a.k.a. Tunisian Combatant Group)
- Turkish Hizballah
- Ulster Defense Association (a.k.a. Ulster Freedom Fighters)
- Youssef M. Nada & Co. Gesellschaft M.B.H.
Appendix III

Third Party Implementer Agreement

LORAIN COUNTY COMMUNITY COLLEGE
THIRD PARTY IMPLEMENTER AGREEMENT

This THIRD PARTY IMPLEMENTER AGREEMENT ("the Agreement") is made on the Effective Date, between __________________ (hereinafter called “the Third Party Implementer”) whose address is ___________________ and Lorain County Community College (hereinafter called “the Owner”) whose address is 1005 North Abbe Road; Elyria, OH 44035.

RECITALS

A. The Third Party Implementer will provide the Owner with the necessary installation testing and documentation for a fully functioning ERP Solution (herein called “the Solution”) as contemplated in the Request for Proposal (Sections 1, 2, 3, and 4).

B. The Owner desires to obtain a Third Party Implementer to assist in implementation of the PeopleSoft system, including all Services identified in the RFP from the Third Party Implementer upon the terms and conditions set forth herein and in the Contract Documentation.

C. The Third Party Implementer shall provide the Owner with all Services necessary to accomplish the requirements set forth in the Request for Proposal and the Response to the Request for Proposal. Parties agree that where there is a conflict between terms of this Agreement and the Contract Documentation, this Agreement shall take precedence. The order of precedence has been set forth in Paragraph 1.1. The parties also agree that where there is not a conflict between this Agreement and the information or terms presented in the other Contract Documentation, that all terms and conditions in the other Contract Documentation shall be incorporated by reference into the Agreement and shall be binding upon all parties to the Agreement.

D. Owner and the Third Party Implementer each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

E. It is expressly agreed that the Third Party Implementer is not an agent of Owner but an independent Third Party Implementer. The Third Party Implementer shall not pledge or attempt to pledge the credit of Owner or in any other way attempt to bind the Owner.

NOW, THEREFORE, IN CONSIDERATION FOR THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND EXHIBITS


1.2. Documentation. "Documentation" shall mean (i) all written materials or information relating to the Solution or its operation, including without limitation, technical operation, reference manuals and (ii) the documentation as outlined in the Contract Documentation.

1.3. Effective Date. "Effective Date" shall mean the last date on which both parties hereto have executed this Agreement.

May, 2008
1.4. **Purchase Price.** "Purchase Price" shall mean the aggregate amount payable by the Owner for the purchase of the Services to be provided by the Third Party Implementer in accordance with the RFP and the Third Party Implementer’s Response to the RFP. The Purchase Price is inclusive of all taxes, payment bond(s), performance bond(s) and insurance.

1.5. **Services.** "Services" shall include all installation, services, testing, debugging, and acceptance testing activities.

1.6. **Sites.** "Sites" shall mean the locations set forth in the Contract Documentation.

2. **TURNKEY SOLUTION**

2.1. **The Third Party Implementer’s Obligation.** In consideration of the payment of the Purchase Price, it is agreed and understood that the Third Party Implementer shall provide the following products and Services, subject to the terms and conditions set forth herein and in the Contract Documentation:

- General Terms and Conditions (Section 1 of the RFP)
- Third Party Implementer Information (Section 2 of the RFP)
- Third Party Implementer Solution (Section 3 of the RFP)
- Appendices (Section 4 of the RFP)
- Testing and Acceptance (Section 3 of the RFP)
- Warranties (Sections 1 and 3 of the RFP)

2.3. **Guarantee.** Third Party Implementer will guarantee its design, operation, and functionality of the Solution, in accordance with the Contract Documentation.

2.5. **Complete Solution.** Third Party Implementer will supply all labor and services necessary to provide the Solution in accordance with the Purchase Price set forth in Section 3.1. The Third Party Implementer represents and warrants that the purchase of Services provided to the Owner will constitute a fully operational solution as contemplated by the Contract Documentation.

3. **PAYMENT**

3.1 **Purchase Price.** The Third Party Implementer agrees to provide the Owner and the Owner agrees to purchase the Services upon the terms and conditions set forth in this Agreement at a price of: $\

3.2 **Payment Terms.** Payment shall be in accordance to the following schedule:

(A) Progress billing will be made monthly for labor-to-date expended by the Third Party Implementer, based on a mutually agreed upon percentage of completion between the Owner and the Third Party Implementer. Total progress payments shall not exceed 90% of the total Purchase Price. Progress billings shall reflect the 10% retainage referenced below.

(B) 10% of the total Purchase Price will be held as retainage, payable within thirty (30) days of Final Acceptance of the completed Module by the Owner or its designated representative.
representative. The retainage shall be payable based upon the Acceptance of each module.

3.3 Request for Payment. The Third Party Implementer shall submit to the Owner’s project coordinator the standard AIA Application for Payment forms upon completion of the payment terms referenced in Paragraph 3.1 above. Approved invoices shall be paid within thirty (30) days from date of approval of the invoice. In the event of disputes and invoice is not approved, Owner shall notify Third Party Implementer within ten (10) days of receipt of the invoice. Payments will not be delayed unless Third Party Implementer is unable to resolve the disputed matter to Owner’s satisfaction ten (10) days prior to the payment due date.

3.4 Taxes. The Purchase Price is inclusive of any applicable taxes. The Owner, however, is a tax-exempt entity except if the project makes additions and/or enhancements to real property.

3.4 Performance Bonds. Third Party Implementer shall provide a performance bond and a labor payment bond upon award of this Agreement in the form acceptable to the Owner. The bonds shall be equal in amount to the total Purchase Price. The Surety of the bond shall remain in effect until all Services have been accepted by the Owner. Said bonds shall be provided by a Surety having a rating of A- or better from A. M. Best Co. and said Surety shall be authorized to do business in the State of Ohio. In the event that the Third Party Implementer fails to perform its obligations under any contract between the Third Party Implementer and the Owner, the performance bond shall be paid to the Owner. The Third Party Implementer further agrees to save and hold harmless Owner and agents from all liability and damages of every description in connection with any subsequent contracts with any third parties. The Third Party Implementer shall submit the performance bond(s) and payment bond(s) to David Cummins, Lorain County Community College, within two weeks of the effective date of this Agreement or prior to the start of work, whichever comes first. This Agreement shall be unenforceable by Third Party Implementer against Owner until the terms of this section have been satisfied. The cost of said bonds is included in the Purchase Price referenced in Section 3.1.

3.5 Payment Disputes. Disputes regarding requests for payments will be communicated to Third Party Implementer by Owner, in writing, within ten (10) days of the receipt of invoice. Payments will not be delayed unless Third Party Implementer is unable to resolve the matter to Owner’s satisfaction ten (10) days prior to payment due date.

4. INSTALLATION AND ACCEPTANCE

4.1 Installation Plan. The Third Party Implementer shall provide services according to implementation timeline. In the event that the Third Party Implementer fails to provide services on or before the installation date set forth above, and such delays are within the Third Party Implementer’s control, the Third Party Implementer shall deploy additional resources necessary to meet the schedule. In the event the Third Party Implementer is unable to complete the Services per the set forth above, the Owner shall have the option to terminate this Agreement, award the remaining work to another Third Party Implementer or re-negotiate a final completion date. In the event Owner so terminates the Agreement and awards the remaining work to another Third Party Implementer, Third Party Implementer shall be responsible for and shall hold Owner harmless from any costs or fees to complete the project which exceed the amount of the Purchase Price remaining unpaid at the time of termination. Any changes or deviations to the installation timetable caused by failure of the Owner or any third parties to meet the completion date set forth herein, shall result in a schedule adjustment in the same magnitude which shall be subject to the Third Party Implementer’s approval, which approval shall not be unreasonably withheld.

4.2 Project Manager. The Third Party Implementer designates ___________ as the Project Manager for the duration of the project. Project Management is to be within the guidelines as
defined in the RFP.

4.3 Legal Compliance. The Third Party Implementer shall comply fully with all federal, state and local laws, statutes, ordinances, rules, regulations and codes applicable to the work performed as well as all applicable provision of the Occupational Safety and Health Act. This includes, but is not limited to, prevailing wage and fringe benefit rate of the Project locality, as issued by the Ohio Department of Commerce, Wage, and Hour Bureau to laborers and mechanics performing work on the project. The prevailing wage rates are available at the Ohio Department of Commerce’s web site at http://com.state.oh.us.

4.4 Employee Qualification. All Third Party Implementer’s employees shall be thoroughly experienced in the particular class of work in which they are employed. In the event Owner determines that Third Party Implementer’s employees are unqualified, unresponsive or otherwise unacceptable, Third Party Implementer will remove and replace said staff from the Owner’s project in consultation with the Owner.

In the event that an employee of the Third Party Implementer is, in the reasonable opinion of the Owner, uncooperative, incompetent or otherwise unacceptable, the Third Party Implementer agrees to remove such person from responsibility in the project. In the event of such a removal, the Third Party Implementer shall, within fifteen (15) days, fill this representative vacancy in consultation with the Owner. Regardless of whom the Third Party Implementer has designated as the Project Manager, the Third Party Implementer remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

4.5 Project Status. The Third Party Implementer shall provide regular written status updates weekly.

4.6 Access to Sites. The Third Party Implementer will coordinate access to the sites per the procedures outlined by the Owner.

4.7 Compliance with OSHA. Third Party Implementer shall comply with all applicable provisions of the Occupational Safety and Health Act throughout the duration of the project. Third Party Implementer shall also comply with all applicable laws, statutes, regulations, ordinances, codes, orders, rules, and regulations in existence as of the date of this Agreement.

4.8 Testing. The Third Party Implementer shall perform all testing as to meet specification identified in the RFP and applicable bulletins.

4.9 Documentation. The Third Party Implementer shall provide all Documentation as required in the RFP and applicable bulletins.

4.10 Site Damage. The Third Party Implementer shall be responsible for restoring physical site to original status if said damage is the result of the Third Party Implementer.

5. WARRANTY

5.1 The Third Party Implementer Representations and Warranties. In addition to the warranties set forth herein, the Third Party Implementer represents and warrants that:
(A) The Third Party Implementer possesses full power and authority to enter into this Agreement and to fulfill its obligations hereunder.
(B) The performance of the terms of this Agreement and of the Third Party Implementer’s obligations hereunder shall not breach any separate agreement by which the Third Party Implementer is bound.
(C) The Third Party Implementer is financially sound to perform its obligations hereunder, and agrees that any material adverse change in such status shall be immediately communicated in writing to the Owner.

5.2 Warranty of Fitness For A Particular Purpose. The Owner has presented detailed specifications of the particular purpose for which the Services are intended. The Owner has provided detailed descriptions and criteria of how the Services can be defined to accomplish the particular purpose. Given this advanced preparation concerning, and Documentation about the Owner's particular purpose, the Third Party Implementer at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Owner is relying on the Third Party Implementer’s experience and knowledge of these products to provide services which are most suitable and appropriate. Therefore, the Third Party Implementer warrants that the Services are fit for the purposes for which it is intended as described in the Contract Documentation.

6. TERMINATION

6.1 Right to Terminate on Breach. Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same.

6.2 Events upon Termination. Upon termination of this Agreement by either party for breach or default of the other party, each party shall be entitled to exercise any other right, remedy or privilege which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of the Agreement or to recover damages for the breach of this Agreement. Upon termination of this Agreement, the Third Party Implementer shall immediately provide the Owner with all current Documentation regarding this project.

7. GENERAL

7.1 Governing Law. This Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Ohio.

7.2 Assignment. This Agreement and any interest herein may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

7.4 Force Majeure. Timely performance is essential to the successful implementation and ongoing operation of the project described herein. Time is of the essence. However, neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the first party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first party's control or which make performance commercially impracticable, including but not limited to, fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, governmental regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. In
any event, this section shall not apply to the Third Party Implementer’s efforts to obtain necessary permits.

Force majeure shall not excuse performance unless:

(a) Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

(b) Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by written notice of permission of the other party prior to the one hundred-twenty (120) days. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

7.5 Right Of Cancellation. Either party shall have the right to cancel the agreement if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task.

7.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties, supersedes all previous agreements, written or oral, and there are no understandings, representations or warranties of any kind, express, implied or otherwise, not expressly set forth herein.

7.7 Non-Waiver and Modification. Waiver by either party of any default or breach of any provision of this Agreement by the other party shall not be construed as a waiver of any subsequent default or breach. No extension of time for payment or other accommodation granted to a party shall operate as a waiver of any of its rights under this Agreement. No provision of this Agreement may be modified by a party without the prior written consent of the other party.

7.8 Insurance. The Third Party Implementer agrees that it shall maintain insurance as specified in Section 1.33 of the RFP throughout the term of this Agreement. Third Party Implementer will name Owner as an additional named insured under Third Party Implementer’s commercial general liability insurance policy. Third Party Implementer agrees to deliver to Owner either a duplicate original or certificate of all policies procured by Third Party Implementer in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days written notice to Owner.

7.9 Survival. All provisions of this Agreement, which, by their nature, should survive termination, shall survive termination of this Agreement.

7.10 General Indemnification. The Third Party Implementer agrees to indemnify and hold harmless and defend the Owner, its Board and its Board members in their official and individual capacities, its successors, assignees, employees, Third Party Implementers and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of the (i) negligent act or willful misconduct of the Third Party Implementer, its officers, directors, employees and agents, (ii) any breach of the terms of this Agreement by the Third Party Implementer or (iii) any
breach of any representation or warranty by the Third Party Implementer under this Agreement. Owner agrees to notify Third Party Implementer by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under this Agreement. Third Party Implementer shall have the sole right, but not the obligation, to control the defense of any such claim. In the event Third Party Implementer does not exercise such right of control within 10 days of the Owner’s notice, Third Party Implementer waives that right of control. Owner agrees to provide reasonable assistance to Third Party Implementer, at Third Party Implementer’s expense, in defense of same. In the event that the Owner is required to pay monies, in defending such claims, resulting from the Third Party Implementer being uncooperative or unsuccessful in representing the Owner’s interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of any above-referenced indemnified act, Third Party Implementer agrees to fully reimburse for all monies expended in connection with these matters, including attorney fees and costs.

7.11 Non-Waiver of Agreement Rights. It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Third Party Implementer by Owner should in no way be interpreted as acceptance of the Solution or the waiver of performance requirements.

7.12 Patents, Copyrights and Proprietary Rights Indemnification. The Third Party Implementer agrees to indemnify, hold harmless and defend, at its own expense, the Owner from any claim or suit brought against the Owner arising from claims of violation of United States patents or copyrights or claims of misappropriation or misuse of trade secrets resulting from the Third Party Implementer or the Owner use of any methodology, software, documentation or tools developed in connection with the Services described in this Agreement. The Owner will provide the Third Party Implementer with a written notice of any such claim or suit. The Owner will also assist the Third Party Implementer, in all reasonable ways, in the preparation of information helpful to the Third Party Implementer in defending the Owner against this suit.

In the event that the Owner is required to pay monies, in defending such claims, resulting from the Third Party Implementer being uncooperative or unsuccessful in representing the Owner’s interest, or in the event that the Owner is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Third Party Implementer agrees to fully reimburse for all monies expended in connection with these matters. The Owner retains the right to offset against any amounts owed Third Party Implementer any such monies expended by the Owner in defending itself against such claims.

Should a court order be issued against the Owner restricting the Owner’s use of any product, and should the Third Party Implementer determine not to further appeal the claim issue, at the Owner’s sole option the Third Party Implementer shall provide, at the Third Party Implementer’s sole expense, the following:

(a) Purchase for the Owner the rights to continue using the contested methodology, tools, software or documentation
(b) Provide substitute products to the Owner, which are, in the Owner’s sole opinion, of equal or greater quality.
If (a) or (b) are not commercially feasible, Third Party Implementer will refund all monies paid to the Third Party Implementer for the product(s) subject to the court action. The Third Party Implementer shall also pay to the Owner all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

7.13 Nondiscrimination By Third Party Implementer Or Agents Of Third Party Implementer

Neither the Third Party Implementer nor anyone with whom the Third Party Implementer shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Third Party Implementer responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Third Party Implementer of this Agreement.

7.14 Subcontractors.

When using any subcontractors not stated in the Third Party Implementer’s Response to the RFP, however, the Third Party Implementer must obtain written prior approval from the Owner for activities or duties to take place at the Owner’s site. In using subcontractors, the Third Party Implementer agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Third Party Implementer.

7.15 Effect of Regulation.

Should any local, state, or national regulatory authority having jurisdiction over the Owner enter a valid and enforceable order upon the Owner which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Owner of a material part of its Agreement with the Third Party Implementer. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Third Party Implementer. Should the Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

7.16 Non-Collusion Covenant.

The Third Party Implementer hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Third Party Implementer agrees that a duly authorized Third Party Implementer representative will sign a non-collusion affidavit, in a form acceptable to Owner, that the Third Party Implementer firm has received from Owner no incentive or special payments, or considerations not related to the provision of Solution and Services described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first set forth above.

OWNER: Lorain County Community College

THIRD PARTY IMPLEMENTER:

BY: ____________________________

TITLE: _______________________

DATE: _________________________

BY: ____________________________

TITLE: _______________________

DATE: _________________________

May, 2008