



LICENSE EXCHANGE AND ENHANCEMENT ORDER FORM

This Order Form is between **ELLUCIAN COMPANY L.P.** ("Ellucian") and **THOMAS EDISON STATE UNIVERSITY** (the "Client"). This Order Form amends the General Terms and Conditions Agreement dated January 16, 1998 between the parties (the "Agreement").

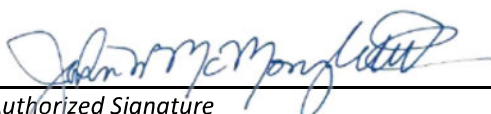
Client and Ellucian now agree that, pursuant to this Order Form, Client is (a) transitioning from its use of certain Previously-Licensed Perpetual Software (as that term is defined below) in consideration for a license to use certain Software as identified in Table B of attached Exhibit 1 on a term-of-years, Ellucian cloud-provided basis ("**Cloud Software**") and (b) retaining its perpetual license to use certain other Continuing Perpetual Software (as that term is defined below), all subject to the terms and conditions of the Agreement as modified by this Order Form.

The Agreement and this Order Form constitute the entire understanding of the parties regarding the subject matter of this Order Form. If any terms of this Order Form conflict with any other terms of the Agreement, the terms of this Order Form will control. The transaction provided for in this Order Form is non-cancelable, and the amounts paid under this Order Form are nonrefundable, except as provided in this Order Form. **By the execution of this Order Form below, each party represents and warrants that it is bound by the signature of its respective signatory. Except as amended by this Order Form, the terms of the Agreement remain unchanged and in full force and effect; any fees due under this Order Form are in addition to and not in lieu of fees already due or scheduled to come due under the Agreement. Client has not relied on the availability of either any future version of any Cloud Software or any future Software product or service.**

The pricing contained in this Order Form is valid only if the Execution Date occurs on or before December 30, 2020.

Ellucian

By:


Authorized Signature

Name:

John McMonagle III
Printed

Title:

Vice President, Chief Accounting Officer & Corp Controller

Date:

December 21, 2020

Client

By:


Authorized Signature

Name:

Steve Albano
Printed

Title:

Treasurer

Date:

12/18/2020

Client Billing Contact Information:

Name:

[REDACTED]

Address:

111 W. State Street

City, State, Zip:

Trenton, NJ 08618

Email Address:

[REDACTED]

PO# (if applicable)

TBD

Client Cloud Services Provisioning Contact Information:

Name:

August "Chip" Stoll

Title:

Director of MIS, Enterprise Applications

Email:

[REDACTED]

1. **Additional Definitions.** Each term defined below has the meaning given to that term below whenever the term is used in this Order Form. Capitalized terms that have been defined in the Agreement have the same meaning in this Order Form as was ascribed to such terms in the Agreement.

- 1.1 “Beginning Date” means January 1, 2021.
- 1.2 “Client Data” means all electronic data or information submitted by Client to the Cloud Software.
- 1.3 “Cloud Contract Year” means each period of twelve (12) consecutive months commencing on January 1 and ending on December 31 during the Cloud Software Term. The “Initial Cloud Contract Year” shall mean the period from January 1, 2021 through and including December 31, 2021.
- 1.4 “Cloud Software Term” means, with respect to the Cloud Software identified in Table B of attached Exhibit 1, the Initial Cloud Software Term combined with any Renewal Cloud Contract Years (if applicable).
- 1.5 “Continuing Perpetual Software” means the Software identified in Table C of attached Exhibit 1, for which Continuing Perpetual Software Client will have an ongoing license for use subject to the terms of the Agreement, notwithstanding the Client’s transition from its use of the Previously-Licensed Perpetual Software to its use of Cloud Software as otherwise provided for in this Order Form.
- 1.6 “Contract Year” means, with respect to the Continuing Perpetual Licensed Software, each period of twelve (12) consecutive months from January 1 to December 31.
- 1.7 “Defect” means a material deviation between the Cloud Software and its Documentation for which Client has provided Ellucian with reasonably detailed information such that Ellucian can replicate the deviation.
- 1.8 “Documentation” means the on-line and hard copy functional and technical specifications that Ellucian provides for the Cloud Software and that describe the functional and technical capabilities of the Cloud Software.
- 1.9 “Execution Date” means the latest date shown on the signature page of this Order Form.
- 1.10 “Expiration Date” means December 31, 2025.
- 1.11 “Full Time Equivalent” or “FTE” is determined based on the U.S. Department of Education Institute of Education Sciences National Center for Education Statistics Integrated Postsecondary Education Data System (“IPEDS”) client-reported Fall Total Full-time and Part-time Student Enrollment headcounts. The calculation of FTE students uses a fall student headcount model defined by IPEDS to derive a single value.
- 1.12 “Initial Cloud Software Term” means, with respect to the Cloud Software identified in Table B of attached Exhibit 1, the period commencing on the Beginning Date and ending on the Expiration Date.
- 1.13 “Maintenance Agreement” means the parties’ most recent underlying agreement related to providing software support services (including Maintenance and New Releases).
- 1.14 “Previously-Licensed Perpetual Software” means the Software identified in Table A of attached Exhibit 1, which Client acquired from Ellucian under a prior agreement(s) and as of the Execution Date of this Order Form will begin transitioning from its use of this Software to the use of subscription based Cloud Software identified in Table B of attached Exhibit 1, notwithstanding Client’s continuing license to use the Continuing Perpetual Licensed Software as otherwise provided for in this Order Form.
- 1.15 “Renewal Cloud Contract Year” means, with respect to the Cloud Software identified in Table B of attached Exhibit 1 and only if Client’s subscription to the Cloud Software has been renewed or extended beyond the

Expiration Date, a period of twelve (12) consecutive months beginning immediately after the Expiration Date and ending on an anniversary of the Expiration Date.

- 1.16 "Software" means any of the software products identified in Table A, Table B, and Table C of attached Exhibit 1.
- 1.17 "Software Supplement" means those additional terms and conditions, collectively attached as **Exhibit 2**, that specifically apply to the use of particular Software.
- 1.18 "Software Support Services" means, collectively, Maintenance and New Releases (as those terms are defined in the Agreement and/or in the Maintenance Agreement). Software Support Services terms applicable to the Cloud Software are contained in **Exhibit 3** and Software Support Services terms applicable to the Software identified in Table C are contained in the Maintenance Agreement.
- 1.19 "Third Party Component Providers" means third parties utilized by Ellucian to provide components of the Cloud Software.

Additionally, each of the terms defined in the introductory paragraph or elsewhere of this Order Form have the meaning so ascribed to those terms.

2. License to Access and Use Cloud Software; Transitions.

- 2.1 License to Access and Use Cloud Software. For the Cloud Software identified in Table B, and only during the Cloud Software Term, Ellucian grants Client a non-exclusive, non-transferable license to access and use the Cloud Software for Client's internal use only. This license is further subject to the usage parameters identified in each instance in Table B.

2.2 Transition from Previously-Licensed Perpetual Software to Cloud Software.

- 2.2.1 Transition from Previously-Licensed Perpetual Software to Cloud Software. Commencing on the Beginning Date of this Order Form, the Client will be transitioning from its use of the Previously-Licensed Perpetual Software to use of subscription-based Colleague SaaS Enterprise Cloud Software (hereinafter, "ERP SaaS Cloud Software"). For the avoidance of doubt, Client has a continuing license to use the Previously-Licensed Perpetual Software in accordance with the terms and conditions contained in the Agreement during the Transition Period as defined below in Section 2.2.2. Effective on the earlier of (a) twelve (12) months following the Execution Date or (b) the Transition Period End Date, Client's license to use the Previously-Licensed Perpetual Software shall terminate and be of no further force or effect.
- 2.2.2 Transition Software Support Services for Previously-Licensed Perpetual Software As Identified In Tables A1 – A3. Client will be entitled to receive Software Support Services on the Previously-Licensed Perpetual Software identified in Tables A1 – A3 during the period of Client's transition from such Previously-Licensed Perpetual Software to Client's live, production use of the ERP SaaS Cloud Software (the "Transition Period"). During the Transition Period, the fees payable for such Software Support Services on the Previously-Licensed Perpetual Software identified in Table A1 and Table A2 will be reduced as set forth in Subsections 2.2.2(a) and (b) below. Client must provide Ellucian with at least thirty (30) days' prior written notice (the "Go-Live Notice") of its intent to use the ERP SaaS Cloud Software in a live, production environment, signifying the end of the Transition Period. Upon receipt of such written notice from the Client, Ellucian shall terminate Software Support Services on all of the Previously-Licensed Perpetual Software effective on the first day of the next month following the end of such thirty (30) day notice period (the "Transition Period End Date"); thereafter, Ellucian shall be under no obligation to provide Software Support Services (and therefore Client shall have no further obligation to pay for Software Support Services) for the Previously-Licensed Perpetual Software

following the Transition Period End Date. If Client does not provide such notice to Ellucian, Software Support Services for the Previously-Licensed Perpetual Software identified in Tables A1 – A3 will automatically renew, at rates as provided below, respectively, in Tables A1 – A3, for additional periods of six (6) months until such time as Client delivers its Go-Live Notice.

2.2.2(a) Commencing on the Beginning Date, the fees for Software Support Services payable by Client with respect to the subset of the Previously-Licensed Perpetual Software identified in Table A1 of Exhibit 1 will be reduced, prospectively, to an amount equal to twenty-five percent (25%) of the fee that Client was obligated to pay for Software Support Services on such Previously-Licensed Perpetual Software immediately preceding the Beginning Date. Client will be entitled to receive Software Support Services on the Previously-Licensed Perpetual Software identified in Table A1 at this reduced rate during the Transition Period. If Client has prepaid Software Support Services fees for the Previously-Licensed Perpetual Software identified in Table A1 for any period of time from and after the Beginning Date, Client will receive a seventy-five percent (75%) credit against the amount of such prepaid Software Support Services fee, prorated for the period of overlap beyond the Beginning Date, and such credits will be applied toward the subscription fees payable hereunder for the ERP SaaS Cloud Software.

2.2.2(b) Commencing on the Beginning Date, the fees for Software Support Services payable by Client with respect to the subset of the Previously-Licensed Perpetual Software identified in Table A2 of Exhibit 1 will be reduced, prospectively, to an amount equal to fifty percent (50%) of the fee that Client was obligated to pay for Software Support Services on such Previously-Licensed Perpetual Software immediately preceding the Beginning Date. Client will be entitled to receive Software Support Services on the Previously-Licensed Perpetual Software identified in Table A2 at this reduced rate during the Transition Period. If Client has prepaid Software Support Services fees for the Previously-Licensed Perpetual Software identified in Table A2 for any period of time from and after the Beginning Date, Client will receive a fifty percent (50%) credit against the amount of such prepaid Software Support Services fee, prorated for the period of overlap beyond the Beginning Date, and such credits will be applied toward the subscription fees payable hereunder for the ERP SaaS Cloud Software.

2.2.2(c) During the Transition Period, Client will continue to receive Software Support Services on the Previously-Licensed Perpetual Software identified in Table A3 and will make payment for same without reduction of fees as provided in the Agreement. If Client has prepaid Software Support Services fees for the Previously-Licensed Perpetual Software identified in Table A3 for any period of time from and after the Beginning Date, Client will receive full credit for the amount of such prepaid Software Support Services fee, prorated for the period of overlap beyond the Beginning Date, and such credits will be applied toward the subscription fees payable hereunder for the ERP SaaS Cloud Software.

2.2.3 Transition Software Support Services for Previously-Licensed Perpetual Software As Identified In Table A4. Client's obligation to pay Software Support Services fees for the Colleague Intelligent Learning Platform, Ellucian CRM Advise, Ellucian eCRM Premium Named Users, and Ellucian eCRM Standard Named Users on premise software (collectively, the "ILP and Advise On-Prem Software") will end effective on the Beginning Date. Client has a continuing license to use the ILP and Advise On-Prem Software, in accordance with the terms and conditions contained in the Agreement, but Ellucian will continue to provide maintenance support upon such ILP and Advise On-Prem Software for a period of only six (6) months (the "ILP and Advise Transition Period") from the Beginning Date. Client acknowledges and agrees that Ellucian's obligations to provide Software Support Services during the ILP and Advise Transition Period will be limited to telephone support, regulatory releases, and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the ILP and Advise Transition Period (including, without limitation,

provision of updates, telephone support, and error corrections) for ILP and Advise On-Prem Software, as provided-for under the Agreement. Credits for any prepaid Software Support Services fees or payments for the ILP and Advise On-Prem Software that are applicable to any period of time from and after the Beginning Date, if any, shall be credited only against the subscription fees payable hereunder.

2.2.4 Transition Software Support Services for Previously-Licensed Perpetual Software As Identified In Table A5. Client's obligation to pay Software Support Services fees for the Colleague Portal on premise software (only) will end effective on the Beginning Date. Client has a continuing license to use the Colleague Portal on premise software, in accordance with the terms and conditions contained in the Agreement, but Ellucian will continue to provide maintenance support upon Colleague Portal for a period of only twelve (12) months (the "Portal Transition Period") from the Beginning Date. Client acknowledges and agrees that Ellucian's obligations to provide Software Support Services during the Portal Transition Period will be limited to telephone support, regulatory releases, and defect corrections only. Specifically, Client will not be entitled to use any new product enhancements that may become available during the Portal Transition Period (including, without limitation, provision of updates, telephone support, and error corrections) for Colleague Portal on premise software, as provided-for under the Agreement. Credits for any prepaid Software Support Services fees or payments for the Colleague Portal on premise software that are applicable to any period of time from and after the Beginning Date, if any, shall be credited only against the subscription fees payable hereunder.

2.2.5 Client has prepaid \$257,624 in Software Support Services fees for the Previously-Licensed Perpetual Software identified in Tables A1 – A5 through June 2021. After factoring in the various discounting applicable under Sections 2.2.2(a) and 2.2.2(b) and the cancellation of fees under Sections 2.2.3 and 2.2.4 (as of the Beginning Date), and based upon an Execution Date in the month of December 2020, Ellucian estimates that Client will be owed a total credit of \$172,018 reflecting the balance of prepaid Software Support Services fees less the fees otherwise payable through June 30, 2021 under Sections 2.2.2 – 2.2.4. Once the final credit amount is processed by Ellucian, Ellucian will apply the entirety of the available credit towards the subscription fees payable under Table B of Exhibit 1 for the Initial Cloud Contract Year.

2.2.6 Customizations and Modifications to the Previously-Licensed Perpetual Software. Client must be running the then-current release of Previously-Licensed Perpetual Software and any other Ellucian software that will connect to the ERP SaaS Cloud Software without any customizations or modifications. In particular (and without limiting the above or any other activities required to be ready to use the ERP SaaS Cloud Software), this means that Client will need to have established a process or software solution for any such customizations or modifications which will NOT be available through the ERP SaaS Cloud Software.

In addition, in order to use the ERP SaaS Cloud Software, all integrations between the ERP SaaS Cloud Software and third parties must be ones that are supported by Ellucian for an ERP SaaS Cloud Software deployment.

The parties acknowledge that as of the Execution Date, the ERP SaaS Cloud Software may not allow Client to continue its current business practices if certain customizations have been made to the baseline software that Client is using. Client acknowledges that it is responsible for updating its practices (as needed) and using the current release of Previously-Licensed Perpetual Software prior to the Beginning Date of the ERP SaaS Cloud Software.

2.3 Continuing Perpetual Software.

2.3.1 Ongoing Software Support Services for Continuing Perpetual Licensed Software.

- (a) Renewal of Software Support Services Through Extended Maintenance Term. The parties hereby amend, renew, and extend Software Support Services for the Continuing Perpetual Licensed Software (only) for a term from the Beginning Date through December 31, 2025 ("Extended Maintenance Term"). During the Extended Maintenance Term, Ellucian will provide Software Support Services (including Maintenance) on the Continuing Perpetual Licensed Software and Client shall pay for such Software Support Services, all in accordance with the terms and conditions of Client's underlying Maintenance Agreement, except that Client will make prospective payment of such Software Support Services fees on the basis of a realigned Contract Year from January 1 to December 31. See Subsection 2.3.1(c) below.
- (b) Payment of Software Support Services Fees for Continuing Perpetual Licensed Software Prior to the Beginning Date. Client will remain liable for payment for Software Support Services fees for the Continuing Perpetual Licensed Software under the parties' existing underlying Maintenance Agreement through the last day of the month immediately preceding the Beginning Date.
- (c) Realignment of Software Support Services to Contract Year From January 1 to December 31 and Payment of Software Support Services Fees for Continuing Perpetual Licensed Software for Initial Contract Year. In order to realign Software Support Services for the Continuing Perpetual Licensed Software for a Contract Year from January 1 to December 31, Client will be responsible for payment of the Total Base Year Software Support Services Fee specified in Table C of Exhibit 1 to cover Software Support Services through December 31, 2021. To the extent that Client has prepaid any Software Support Services fees for the Continuing Perpetual Licensed Software for any time beyond the Beginning Date, Client will receive a credit for such prepaid Software Support Services fees against the fees otherwise payable hereunder. Ellucian will invoice Client on or after the Execution Date for the balance due for the Total Base Year Software Support Services Fee specified in Table C of Exhibit 1 less credit for prepaid Software Support Services fees already paid towards the Continuing Perpetual Licensed Software under the Maintenance Agreement, and Client's payment will be due within thirty (30) days of the date of such invoice.
- (d) Payment of Software Support Services Fees for Continuing Perpetual Licensed Software for the Period January 1, 2022 through December 31, 2025. Beginning after December 31, 2021, Software Support Services fees may increase by not more than three percent (3%) over the amount payable for Software Support Services for the immediately preceding Contract Year and will be specified by Ellucian in an annual invoice issued at least thirty (30) days before the start of the applicable Contract Year for which such Software Support Services fees are being remitted, with payment due within thirty (30) days of the date of each such invoice. Absent any further amendment or extension with respect to continuing Software Support Services beyond the Extended Maintenance Term, Software Support Services fees for each subsequent Contract Year after the Extended Maintenance Term will be specified by Ellucian in an annual invoice and will increase over the immediately preceding Contract Year's fee by not more than seven percent (7%).

2.4 Use of Client Data. Ellucian shall have the right to (a) use and otherwise process, and to allow subcontractors/agents to use and otherwise process, Client Data solely for the purposes of performing Ellucian's obligations under this Order Form and complying with applicable law; (b) to use and otherwise process Client Data for Ellucian's internal business purposes, including development, analysis and corrective purposes in connection with the Software and Services, and for otherwise improving and enhancing the Software and Services or Ellucian's business; and (c) to use or otherwise process Aggregated Data for Ellucian's business purposes, including composing its public statements and marketing materials describing and/or promoting Ellucian and/or the Software and Services. "Aggregated Data" means data derived from Client Data and data that has been combined into databases which may include third party data, which in all instances (i) does not identify any individual and (ii) is not attributed or attributable to a specific customer.

3. **Cloud Software – Service Level Agreement.** Except for Ellucian Workflow or as otherwise expressly provided for in any Software Supplement, Ellucian will provide the Cloud Software consistent with the Service Level Agreement (the “SLA”) in Part I of the attached **Exhibit 4**. The SLA applicable to Ellucian Workflow is in Part II of the attached **Exhibit 4**.

4. **Confidential Information.**

4.1 **Definition.** “Confidential Information” means non-public information that one party (the “Discloser”) discloses to the other party (the “Recipient”). Confidential Information of Ellucian includes but is not limited to the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the source code of the Software and any software provided with the Software.

4.2 **Nondisclosure Obligations.** Except as otherwise permitted under this Order Form, the Recipient will not disclose to any third party, or make any use of the Discloser’s Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser’s Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. The non-disclosure and non-use obligations of this Order Form will remain in full force with respect to each item of Confidential Information for so long as it constitutes Confidential Information of the Discloser.

4.3 **Exceptions.** Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without use of or reference to any Confidential Information of the Discloser.

4.4 **Permitted Disclosures; Restrictions.**

4.4.1 **Employee and Third Party Disclosure.** Client may disclose Ellucian’s Confidential Information only to: (i) Client’s employees with a need to know and (ii) third parties (including but not limited to hosting providers, outsourcers, and other services providers) engaged by Client who have a need to know and who, prior to obtaining access to the Confidential Information, have been pre-approved by Ellucian and have executed a non-disclosure agreement approved by Ellucian.

4.4.2 **Disclosure Pursuant to Applicable Law.** If the Recipient is required to disclose any or all of the Discloser’s Confidential Information pursuant to the requirements of applicable law (including without limitation pursuant to applicable public records disclosure laws), a judicial or governmental request, requirement or order or otherwise, the Recipient will notify the Discloser in writing promptly as permitted by applicable law to allow Discloser to object to such request, and the Recipient will take reasonable steps to cooperate with and assist the Discloser in contesting such request, requirement or order prior to disclosure. In this regard, the Recipient agrees to rely upon any and all intellectual property (including exceptions for trade secret and/or financially sensitive information) or other applicable exceptions or exemptions to the public records disclosure laws when seeking to protect the Discloser’s Confidential Information from disclosure.

4.5 **Personal Data.** To affect the purposes of this Order Form, Client may from time to time provide Ellucian with certain personal data (Client representing that it has the right to do so in each such instance) of Client’s students, prospective students, parents of students, alumni, faculty members and employees that is regulated by various laws and regulations (“Client Personal Data”). Ellucian acknowledges Client’s rights in Client Personal Data and confirms that for so long as it processes Client Personal Data in respect of the relevant Order Form, Ellucian will adhere to the provisions for the protection of Client Personal Data set forth in **Exhibit 5**.

5. Payment Terms; Suspension of Cloud Software; Delivery; Services Delivery.

5.1 Fees; Payment Terms. For the Cloud Software licensed pursuant to this Order Form, subscription fees for the Initial Cloud Contract Year will be specified by Ellucian in an invoice for the Total Annual Subscription Fee For Cloud Software identified in Table B, issued after the Execution Date, and will be due and payable within thirty (30) days from the date of invoice. Thereafter, for each successive Cloud Contract Year during the Cloud Software Term, the subscription fees will increase annually by three percent (3%) per Cloud Contract Year over the amount payable for the immediately preceding Cloud Contract Year, as reflected in the remaining annual fees shown under Table B. Beginning with the second Cloud Contract Year during the Cloud Software Term, subscription fees for Cloud Software will be invoiced by Ellucian annually by Cloud Contract Year at least thirty (30) days before the commencement of the applicable Cloud Contract Year, and will be due in advance, on or before the commencement of each applicable Cloud Contract Year; payment thereof will be due within thirty (30) days from the date(s) of invoice(s). Payment of the annual fees specified herein is in addition to any fees due under any other software or subscription agreement(s) between the parties.

5.2 Current FTE; Fee Adjustments for FTE and Technology Capacity Increases

5.2.1 FTE – The fee for certain Cloud Software allows Client to use such Cloud Software for not more than the “Contracted FTE” number where specified in Exhibit 1. Ellucian reserves the right to perform an annual review of Client’s then-current FTE. If Client’s actual FTE exceeds the then-current Contracted FTE, Ellucian will have the right to charge additional fees associated with the increase or variation for the time that such increase or variation was in effect, based on Ellucian’s then-current standard fees in effect at the time of such increase. Upon the payment by Client of such fee, Client’s Contracted FTE will be increased to equal the then-current next tier for Contracted FTE. For avoidance of doubt, Client will in no event be due a credit, refund or fee reduction in the event that Client’s actual FTE decreases below the Contracted FTE at any time during the Software Term. Client agrees to provide Ellucian with reasonable access to its personnel, facilities, and documentation during normal business hours and with reasonable, prior notice, for purposes of ascertaining Client’s then-current FTE.

5.2.2 3rd Party Escalators – Additional fees charged by 3rd party providers due to changes in the fee calculator applied to Cloud Software will be added to the annual fees payable hereunder. By way of example, if a 3rd party database license fee calculator is changed during the Software Term resulting in increased fees for the applicable configuration for Cloud Software, then such fee increase(s) will be added to the annual fees payable hereunder.

5.2.3 Extraordinary Resource Requirements – Cloud Software is provisioned to maintain reasonable application performance levels under normal usage. Application performance may be impacted if Client does not disclose relevant information during the discovery process or if Client does not implement practices recommended by Ellucian. Ellucian is not responsible for application performance issues caused by Client’s failure to provide proper discovery or Client’s failure to implement recommended practices. Additional resources will not be provided under this Amendment to remedy such application performance issues without the execution of a subsequent amendment by duly authorized representatives of each party and the payment by Client of the applicable associated fees.

5.3 Suspension of Cloud Software. If Client fails to pay to Ellucian within thirty (30) days after Ellucian makes written demand for subscription fees due for Cloud Software, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that Ellucian may have at law or in equity, Ellucian may, in its sole discretion and without further notice to Client, suspend its performance of the Cloud Software.

- 5.4 **Delivery.** Ellucian will, as soon as reasonably practical following the Execution Date, provide the necessary process and procedure for Client's access to the Cloud Software in accordance with this Order Form (the date on which Client is provided with this access is the "Delivery Date" for the purposes of the Cloud Software). In providing the Cloud Software under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.
6. **Post Termination Actions.** Upon termination or expiration of the Cloud Software Term, Client access and use of the Cloud Software will immediately cease, and Client will have no further access to or use of the Cloud Software. Provided that Client has provided Ellucian with a written request at least thirty (30) days prior to the end of the Cloud Software Term, Ellucian will, at no additional charge to Client, promptly provide Client with a copy of all Client Data then in Ellucian's possession, in a commercially reasonable format. Such Client Data will then be securely deleted by Ellucian in accordance with Ellucian's then-current data security, retention, and disposal policies.
7. **Limited Warranty; Exclusive Remedy.** Except as otherwise expressly provided for in any Software Supplement, Ellucian warrants that, during the Cloud Software Term, the Cloud Software will operate without Defects. For each Defect, Ellucian, as soon as reasonably practicable and at its own expense, will provide Client with an avoidance procedure or a correction of the Defect (in accordance with the Software Support Services provisions of this Order Form and the associated Maintenance Standards attached as **Exhibit 3**). If, despite its reasonable efforts, Ellucian is unable to provide Client with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 8 below, Client may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Ellucian's sole obligation for breach of this limited warranty is contained in this Section 7. ELLUCIAN MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND ELLUCIAN EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. ELLUCIAN EXPRESSLY DOES NOT WARRANT THAT THE CLOUD SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION.
8. **LIMITATION OF LIABILITY.** EXCEPT FOR FEES PAYABLE AND CLAIMS FOR BREACH OF LICENSE FOR THE CLOUD SOFTWARE LICENSED PURSUANT TO THIS ORDER FORM, EACH PARTY'S CUMULATIVE LIABILITY WILL NOT EXCEED THE SUBSCRIPTION FEES THAT CLIENT ACTUALLY PAID TO ELLUCIAN FOR THE CLOUD SOFTWARE GIVING RISE TO THE LIABILITY FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY FIRST AROSE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOST BUSINESS OR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 8 WILL ALSO SPECIFICALLY SURVIVE A FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS ORDER FORM OR THE AGREEMENT.
9. **Third Party Components.** Ellucian's obligation to provide Client with access to and use of Cloud Software that includes third party services or software ("Third Party Components") is limited to providing Client with the Third Party Component portion of the Cloud Software to the extent the applicable third party owner provides it to Ellucian. If an agreement authorizing Ellucian to resell or sublicense a Third Party Component, prior to the Expiration Date set forth in the applicable Order Form or prior to the expiration of any renewal, is terminated or expires, or if the terms of the relevant agreement are substantially modified so as to prevent Ellucian from providing the Third Party Components of the Cloud Software in a commercially reasonable manner under the existing terms, then Ellucian's obligation to provide Client with access to and use of and Client's obligation to pay Ellucian for the applicable Cloud Software will, as applicable, automatically terminate upon the effective date of the termination, expiration, or material modification.
10. **Export Regulations.** The Agreement is subject to United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import

into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Client will not allow the Software, in whole or in part, to be exported outside of the United States, in any manner or by any means, without in each instance obtaining Ellucian's prior written consent and, if required, a validated export license from the Office of Export Administration within the United States Department of Commerce and such other appropriate United States governmental authorities. However, Client may permit access to the Software on a remote basis from outside of the United States, subject to compliance with United States law. Client is prohibited from directly or indirectly exporting (or re-exporting) or providing access to the Software: (i) to any country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.

Client further certifies that it is not involved in the research, design, development, or production of chemical, biological, or nuclear weapons or the technology used to deliver such weapons. Client agrees at all times to use diligent, good faith efforts, to establish written policies and procedures (as needed), and to employ such other generally accepted commercial practices as are necessary to comply at all times with these requirements and restrictions. Further, Client agrees to provide Ellucian with such access to Client personnel, facilities and documentation at such times during normal business hours and with reasonable, prior notice, as Ellucian may reasonably request to audit Client's compliance with these requirements and restrictions. The provisions of this Section entitled Export Regulations will survive the expiration or termination of the Agreement.

11. Additional Services and Accompanying Fees. Ellucian agrees to provide Client with the professional services identified in the attached **Exhibit 6** (the "Services"), for the additional fees set forth in that Exhibit 6, on the terms and conditions set forth in the Agreement as modified by this Order Form.

12. Certain Additional Client Responsibilities and Obligations Regarding Cloud Software

- Client's authorized users will be provided with passwords, and Client must hold the passwords in strict confidence and not transfer, exchange, misuse or abuse the passwords in any way or attempt in any way to disable, deactivate, or render ineffective the password protection of the Cloud Software.
- Client will be responsible for its users' compliance with this Order Form.
- Client will be responsible for the accuracy, completeness, quality, and legality of Client Data and of the means by which it acquired Client Data.
- Client will use commercially reasonable efforts to prevent unauthorized access to or use of the Cloud Software and will notify Ellucian promptly of any such unauthorized access or use.
- Client will use the Cloud Software only in accordance with this Order Form, the Documentation, and applicable laws.
- Client will not make the Cloud Software available to anyone other than its authorized users.
- Client will not sell, resell, rent, or lease the Cloud Software.
- Client will not create any derivative works based on the Cloud Software.
- Client will not use the Cloud Software to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
- Client will not attempt to gain unauthorized access to the Cloud Software or related systems or network.
- Client will not use the Cloud Software to communicate, by way of electronic communication or otherwise, any message, data or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary or privacy rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.
- Certain Cloud Software is subject to additional terms and restrictions as set forth in Software Supplements attached to Exhibit 1. Further, Ellucian may utilize certain Third Party Component Providers. With respect to the use of the Third Party Component Providers' services, Client agrees to comply with any third party

contractual provisions outlined in the Software Supplements. In all cases, if any terms of a Software Supplement conflict with any other terms of this Order Form, the terms of the Software Supplement will control. Notwithstanding any provision to the contrary in this contract and any attachments (including Software Supplements), to the extent the Client, a New Jersey State entity, cannot indemnify Ellucian or any licensor of Ellucian by law, such provision will not apply.

- 13. Severability.** If any provision of this Order Form is illegal or unenforceable, it will be deemed stricken from the Order Form and the remaining provisions of the Order Form will remain in full force and effect.

EXHIBIT 1

TABLE A consists of five sub parts – Tables A1 – A5:

TABLE A1 – CERTAIN PREVIOUSLY-LICENSED PERPETUAL SOFTWARE ^{1,2}

Description	Fee for six month period
Colleague Studio	
Colleague Users (0-200)	
TOTAL FEE UNDER TABLE A1 (January 1, 2021 – June 30, 2021)	\$16,972
TOTAL FEE UNDER TABLE A1 (July 1, 2021 – December 30, 2021)	\$17,821

Note to Table A1:

- ¹ With respect to the products identified in Table A1, see Section 2.2.2(a).
- ² The fees payable for Software Support Services with respect to the Previously-Licensed Perpetual Software identified in Table A1 for the period January 1, 2021 through June 30, 2021 total \$16,972 following reduction as discussed in Section 2.2.2(a). To the extent that Client has prepaid any Software Support Services fees for the Previously-Licensed Perpetual Software identified in Table A1 beyond January 1, 2021, Client will receive a credit for such prepaid fees as further discussed in Section 2.2.2(a). See Section 2.2.5. In the event that Client has not delivered its Go-Live Notice to Ellucian by June 1, 2021, Software Support Services with respect to the Previously-Licensed Perpetual Software identified in Table A1 will automatically renew for an additional period of six (6) months through December 31, 2021, at a rate equal to a five percent (5%) escalation over the amount payable during the period January 1, 2021 through June 30, 2021. Fees for Software Support Services will be invoiced in full, in advance, and will be due and payable within thirty (30) days of the date of invoice.

TABLE A2 – CERTAIN PREVIOUSLY-LICENSED PERPETUAL SOFTWARE ^{1,2}

Description	Fee for six month period
Colleague Core	
Colleague Users (201-300)	
Colleague Finance System	
Colleague ST Workflow Definition Tool	
Colleague Student System	
Colleague Student Planning	
Colleague Self-Service Financial Aid	
Colleague WebAdvisor Base Software 3 (included at no separate fee payable by Client) ³	
TOTAL FEE UNDER TABLE A2 (January 1, 2021 – June 30, 2021)	\$68,634
TOTAL FEE UNDER TABLE A2 (July 1, 2021 – December 30, 2021)	\$72,066

Note to Table A2:

- ¹ With respect to the products identified in Table A2, see Section 2.2.2(b).
- ² The fees payable for Software Support Services with respect to the Previously-Licensed Perpetual Software identified in Table A2 for the period January 1, 2021 through June 30, 2021 total \$68,634 following reduction as discussed in Section 2.2.2(b). To the extent that Client has prepaid any Software Support Services fees for the Previously-Licensed Perpetual Software identified in Table A2 beyond January 1, 2021, Client will receive a credit for such prepaid fees as further discussed in Section 2.2.2(b). See Section 2.2.5. In the event that Client has not delivered its Go-Live Notice to Ellucian by June 1, 2021, Software Support Services with respect to the Previously-Licensed Perpetual Software identified in Table A2 will automatically renew for an additional period of six (6) months through December 31, 2021, at a rate equal to a five percent (5%) escalation over the amount payable during the period January 1, 2021 through June 30, 2021. Fees for Software Support Services will be invoiced in full, in advance, and will be due and payable within thirty (30) days of the date of invoice.
- ³ The Colleague WebAdvisor Base Software 3 will be de-supported by no later than June 30, 2022, meaning that notwithstanding anything to the contrary herein or elsewhere in the Agreement, Ellucian will not provide Software Support Services or sustaining support on this product beyond June 30, 2022.

TABLE A3 – CERTAIN PREVIOUSLY-LICENSED PERPETUAL SOFTWARE ^{1,2}

Description	Fee for six month period
Colleague Custom Software Agreement (CESA)	
Colleague Inventory	
Colleague ODS Connectors iStrategy	
Colleague ODS DataOrchestrator	
Rocket RDBMS AE Users	
Rocket Application Server (0-300)	
TOTAL FEE UNDER TABLE A3 (January 1, 2021 – June 30, 2021)	\$42,899
TOTAL FEE UNDER TABLE A3 (July 1, 2021 – December 30, 2021)	\$45,044

Note to Table A3:

- ¹ With respect to the products identified in Table A3, see Section 2.2.2(c).
- ² The fees payable for Software Support Services with respect to the Previously-Licensed Perpetual Software identified in Table A3 for the period January 1, 2021 through June 30, 2021 total \$42,899. To the extent that Client has prepaid any Software Support Services fees for the Previously-Licensed Perpetual Software identified in Table A3 beyond January 1, 2021, Client will receive a credit for such prepaid fees as further discussed in Section 2.2.2(c). See Section 2.2.5. In the event that Client has not delivered its Go-Live Notice to Ellucian by June 1, 2021, Software Support Services with respect to the Previously-Licensed Perpetual Software identified in Table A3 will automatically renew for an additional period of six (6) months through December 31, 2021, at a rate equal to a five percent (5%) escalation over the amount payable during the period January 1, 2021 through June 30, 2021. Fees for Software Support Services will be invoiced in full, in advance, and will be due and payable within thirty (30) days of the date of invoice.

TABLE A4 – CERTAIN PREVIOUSLY-LICENSED PERPETUAL SOFTWARE ^{1,2}

Description
Colleague Intelligent Learning Platform
Ellucian CRM Advise
Ellucian eCRM Premium Users
Ellucian eCRM Standard Users

Note to Table A4:

- ¹ With respect to the products identified in Table A4, see Section 2.2.3.
- ² There are no fees payable for Software Support Services for the Previously-Licensed Perpetual Software identified in Table A4 during the ILP and Advise Transition Period as discussed further in Section 2.2.3.

TABLE A5 – CERTAIN PREVIOUSLY-LICENSED PERPETUAL SOFTWARE ^{1,2}

Description
Colleague Portal

Note to Table A5:

- ¹ With respect to the product identified in Table A5, see Section 2.2.4.
- ² There are no fees payable for Software Support Services for the Previously-Licensed Perpetual Software identified in Table A5 during the Portal Transition Period as discussed further in Section 2.2.4.

(CONTINUED ON FOLLOWING PAGE)

TABLE B: ELLUCIAN CLOUD SOFTWARE

The subscription fees shown in Table B represent the respective subscription fees payable by Client per Cloud Contract Year during the Initial Cloud Software Term and reflect annual increase in accordance with Section 5.1. The Annual Subscription Fee(s) shown in the table above do not include implementation/setup services.

Maintenance for the Cloud Software will be provided by Ellucian in accordance with the Maintenance Standards specified in **Exhibit 3**.

Renewal of Cloud Software Term. Following the Initial Cloud Software Term, Client's license to access and use the Cloud Software will automatically renew for consecutive Renewal Cloud Contract Year(s) on a year-to-year basis, unless either party notifies the other in writing of its intent not to effect such a renewal at least ninety (90) days prior to the Expiration Date, or, for any Cloud Contract Year subsequent to the Expiration Date, at least ninety (90) days prior to the expiration of the then-current Cloud Contract Year.

TABLE B - CLOUD SOFTWARE

Cloud Software ¹	Software Supplement	Annual Subscription Fee
COLLEAGUE® SAAS ENTERPRISE^{2,3} <i>Includes:</i> - Administrative and self-service capabilities: - Student - Financial Aid - Finance - HR - Platform - Expanded capabilities provided in the areas of: - Mobile Platform Edition - Ellucian Workflow - Ellucian Intelligent Learning Platform for Blackboard⁴ - Analytics^{5,6} 1 TB Storage 5 Designer Named User 15 Viewer Named Users - Embedded reporting with access to an operational ad-hoc reporting tool, integration, and identity services - Three (3) Colleague SaaS Enterprise environments: one production and two non-production. During implementation, Ellucian may provision additional temporary environments at our discretion at no charge to Client.	HP Vertica Software Supplement; Tableau Software Supplement; Additional Data Use Terms	
ELLUCIAN CRM ADVISE^{2,3} <i>Includes:</i> - Two Ellucian CRM Advise environments (one production and one non-production) - Bulk Email for CRM Advise (block of 250,000 email sends)^{7,8,9} - Ellucian CRM Advise LMS Connector - Ellucian CRM Advise ERP Connector	Microsoft Software Supplement	

Cloud Software ¹	Software Supplement	Annual Subscription Fee
ELLUCIAN EXPERIENCE ^{2,3,10,11,12} <i>Includes:</i> Two (2) Ellucian Experience environments (one production and one non-production)	None	
ELLUCIAN CRM NAMED USERS 80 Ellucian CRM Lite Named Users 10 Ellucian CRM Lite Standard Named Users 10 Ellucian CRM Lite Premium Named Users	Microsoft Software Supplement	

TOTAL ANNUAL SUBSCRIPTION FEE (FOR CLOUD SOFTWARE – TABLE B) (initial Cloud Contract Year)	\$611,560
TOTAL ANNUAL SUBSCRIPTION FEE (FOR CLOUD SOFTWARE – TABLE B) (second Cloud Contract Year)	\$629,907
TOTAL ANNUAL SUBSCRIPTION FEE (FOR CLOUD SOFTWARE – TABLE B) (third Cloud Contract Year)	\$648,804
TOTAL ANNUAL SUBSCRIPTION FEE (FOR CLOUD SOFTWARE – TABLE B) (fourth Cloud Contract Year)	\$668,268
TOTAL ANNUAL SUBSCRIPTION FEE (FOR CLOUD SOFTWARE – TABLE B) (fifth Cloud Contract Year)	\$688,316

Notes to Table B:

- ¹ Except as provided below in Note 9 with respect to Ellucian Experience, the Annual Subscription Fee(s) shown in the table above do not include implementation/setup services. For the additional fees set forth in the Professional Services Order Form attached hereto as Exhibit 6, Ellucian shall provide to Client the additional services identified in the table(s) contained within that Exhibit on the terms and conditions set forth in the Agreement as modified by this Order Form.
- ² Ellucian currently utilizes Amazon Web Services (“AWS”) for the provision of hosting services associated with this Cloud Software. In this regard, Client shall ensure that all Client authorized users comply with the Acceptable Use Policy and other applicable services terms currently available at <http://aws.amazon.com/legal>.
- ³ Pricing in this Order Form for Cloud Software allows for up to a tier threshold of 4,499 FTE (“Contracted FTE”); annual pricing is subject to increase in accordance with the FTE terms contained herein.
- ⁴ Ellucian ILP for Blackboard includes use of Ellucian ILP with a Blackboard learning management system. Ellucian ILP currently supports integration to the D2L, Canvas, Blackboard, and Moodle learning management systems. During the Cloud Software Term, Client may change the learning management system that it uses with Ellucian ILP at no additional charge, or Client may connect to additional learning management system(s) for an additional annual fee payable for each added learning management system. Such changes must be documented in a written agreement, signed by both parties.
- ⁵ For the purposes of this Cloud Software, the following definitions will apply: “Designer Named Users” means individuals who have permissions to create and manage defined and/or Client-created content. A Designer Named User will have access to design-based tools related to visualization, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client). Client must have at least one Designer Named User who is also the Client’s administrative user, with administrative rights to manage and configure Client-based configuration elements and to manage all extract, transform, load (ETL) or data loading jobs and processes. “Viewer Named Users” means individuals who have a set of defined permissions to enable that Viewer Named User to view and interact with analytic content, for whom subscriptions to the Cloud Software have been ordered, and who have been supplied user identifications and passwords by Client (or by Ellucian at the request of Client).
- ⁶ Ellucian Colleague SaaS Enterprise includes a fully functional, non-limited version of Ellucian Analytics and a preset quantity of Designer Named Users and Viewer Named Users. Additional Designer and Viewer Named Users may be purchased at Ellucian’s then-current rate.
- ⁷ Ellucian and Client are parties to a Subscription Software Order Form dated February 6, 2020 pursuant to which Ellucian granted Client a license to access and use one (1) block of Bulk Email sends (250,000 email sends) for CRM Advise and a separate one (1) block of Bulk Email sends (250,000 email sends) for CRM Recruit (the “February 6, 2020 Order Form”). Effective on the Beginning Date of this Order Form, the license granted to Client under the February 6, 2020 Order Form for access to and use of the one (1) block of Bulk Email sends for CRM Advise will terminate and be of no further force or effect (no change is made herein with respect to the license

granted to Client under the February 6, 2020 Order Form for access to and use of the one (1) block of Bulk Email sends for CRM Recruit). To the extent that Client has prepaid subscription fees for the one (1) block of Bulk Email sends for CRM Advise under the February 6, 2020 Order Form for any period of time beyond the Beginning Date, Ellucian will credit Client for a prorated amount of such prepaid fees covering the period of time beyond the Beginning Date.

- ⁸ If Client should exceed the 250,000 bulk email sends during any Contract Year of the Cloud Software Term, Client must purchase additional block(s) of 250,000 of bulk email sends under separate written agreement at Ellucian's then-current rates. For the avoidance of doubt, if Client does not use all of the bulk email sends contracted for in a given Contract Year, Client will not be entitled to a reduction of or credit against the annual subscription fee paid for that Contract Year and the unused bulk email sends will not carry over into subsequent Contract Year(s).
- ⁹ Client is responsible for its users' compliance with the messaging policy available at www.sparkpost.com/policies/messaging.
- ¹⁰ The Annual Subscription Fee for Ellucian Experience (only), as shown in the table above, includes implementation/setup services for Ellucian Experience. Ellucian shall provide to Client the Ellucian Experience services identified in the Fixed Fee Services Table of Exhibit 6 on the terms and conditions set forth in the Agreement as modified by this Order Form.
- ¹¹ Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner. For backups of Ellucian Experience, Client may request a copy of Ellucian Experience configuration data and database backup(s) for the Ellucian product(s) feeding into Experience, in accordance with the timeline and procedure outlined in this paragraph.
- ¹² As of the date of this Order Form, Ellucian Experience is currently in Select Release. "Select Release" means the pre-general availability release of the Ellucian Experience Cloud Software set forth in the table above for early adopters focused on activities to prepare customers for production. The Select Release is based upon the software code planned for general availability, however during the period of Select Release, Ellucian may add or modify features and functionality of the Ellucian Experience Cloud Software.

TABLE C - CONTINUING PERPETUAL SOFTWARE:

Description	Maintenance Level	Base Year Fee (for Contract Year ending December 31, 2021)
Synoptix Users	Advantage	Included
TOTAL BASE YEAR SOFTWARE SUPPORT SERVICES FEE:		\$6,267
SOFTWARE SUPPORT SERVICES FEE (second Contract Year):		\$6,455
SOFTWARE SUPPORT SERVICES FEE (third Contract Year):		\$6,649
SOFTWARE SUPPORT SERVICES FEE (fourth Contract Year):		\$6,848
SOFTWARE SUPPORT SERVICES FEE (fifth Contract Year):		\$7,053

EXHIBIT 2

SOFTWARE SUPPLEMENTS

HP/VERTICA SOFTWARE SUPPLEMENT

1. **Internal Use.** The use of the Software is for Client's internal purposes only and is subject to any specific software licensing information or restrictions that are in the Software and/or in the Documentation.
2. **License Restrictions.** Client may not make copies or distribute, reseller or sublicense the Software to third parties. Client may not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the Software. If there is a mandatory right for Client to do so under statute, Client must inform Ellucian in writing about such modifications.
3. **Global Trade Compliance.** Client agrees to comply with trade-related laws and regulations of the U.S. and other national governments. If Client exports, imports, or otherwise transfers the Software, Client will be responsible for obtaining any required export or import authorizations.
4. **Compliance.** Ellucian or its licensor may audit Client's compliance with the Software.
5. **U.S. Government.** If the Software is licensed to Client for use in the performance of a U.S. Government prime contract or subcontract, Client agrees that, consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under our standard commercial license.
6. **Third Party Programs.** The Software may include third party software programs that are subject to open source, freeware or pass through commercial licenses and/or notices that are required to be distributed with the Software. These licenses and notices are available to Client in the Software directory, in Documentation or via a supplementary list provided by Ellucian or its licensor. Client shall not remove these agreements and notices. Any covenants, representations, warranties, indemnities, and other commitments with respect to the Software are made by Ellucian and not by any authors or suppliers of, or contributors to, such open source, freeware, or commercial programs. This Order Form does not modify or abridge any rights or obligations that you may have under the third party licenses included with the Software. Client's use is subject to the rights and obligations under the applicable open source, freeware or pass through license. Any third party program that is separate from, but delivered with, the Software, if any, is provided and licensed solely under the applicable open source, freeware, or commercial pass through license for the program.
7. **Ownership.** No transfer of ownership or any intellectual property will occur under this Order Form.
8. **Termination or Expiration of Licenses.** Immediately upon termination or expiration of the Software Term, Client will stop accessing the Software and destroy or return any copies of the Documentation to Ellucian. Ellucian or its licensor may ask Client to certify in writing that it has complied with this section.
9. **Anti-Corruption Laws.** Client agrees that it is familiar with the provisions of the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other analogous anti-corruption legislation in other jurisdictions where Client does business (together, "Anti-Corruption Law"), and that it shall not in connection with the license to the Software make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly: to any government official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage. Client further agrees that it will not take any action which would cause it to be in violation of the Anti-Corruption Laws. In case of breach of the above, Ellucian may suspend or terminate the subscription of the Software at any time without notice or indemnity. Client agrees to indemnify the non-breaching party for any losses, damages, fines, or penalties which the non-breaching party may suffer or incur as a result of or incidental to any such violations. Notwithstanding any provision to the contrary in this contract and any attachments (including Software Supplements), to the extent the Client, a New Jersey State entity, cannot indemnify Ellucian or any licensor of Ellucian by law, such provision will not apply.

TABLEAU SOFTWARE SUPPLEMENT (TABLEAU SOFTWARE, INC.)

1. **Limited License.** During the Cloud Software Term, Client can use the Tableau code incorporated into the Cloud Software ("Tableau Code") in object code form, in accordance with the applicable Documentation solely to query and analyze data generated by Ellucian products (and no other data) in the manner permitted by the Cloud Software.
2. **Warranty Disclaimer.** EXCEPT FOR ANY WARRANTY THAT MAY BE OFFERED BY ELLUCIAN, THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY CODE, IS PROVIDED "AS IS" AND TABLEAU MAKES NO WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE CLOUD SOFTWARE AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. **Limitation of Damages and Remedies.** IN NO EVENT SHALL TABLEAU BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE CLOUD SOFTWARE. NOTWITHSTANDING ANYTHING IN AGREEMENT TO THE CONTRARY, THE TOTAL LIABILITY OF TABLEAU TO CLIENT, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FEES PAID BY CLIENT WITH RESPECT TO THE CLOUD SOFTWARE. TABLEAU SHALL NOT BE LIABLE FOR LOSS OR INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SYSTEM DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, REGARDLESS OF LEGAL THEORY, EVEN IF TABLEAU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS OF THIS SECTION ARE ESSENTIAL AND THAT TABLEAU WOULD NOT PERMIT CLIENT TO USE THE CLOUD SOFTWARE ABSENT THE TERMS OF THIS SECTION. THIS SECTION SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY SPECIFIED IN THE AGREEMENT SHALL BE FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
4. **Audit Rights.** Upon Tableau's written request, Client shall certify in a signed writing that its use of the Cloud Software is in full compliance with the terms of the Order Form to which this Tableau Software Supplement is attached and provide a current list of users. With prior reasonable notice, Tableau may audit the Cloud Software in use by Client, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that Client has installed, accessed, or permitted access to the Cloud Software in a manner that is not permitted under the Order Form and this Tableau Software Supplement, then Client is liable for the reasonable costs of the audit in addition to any other fees, damages, and penalties Tableau may be entitled to hereunder and pursuant to applicable law.
5. **Third-Party Code.** The Cloud Software may contain or be provided with components which are licensed from third parties ("Third-Party Code"), including components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to Client upon Client's written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Tableau Software Supplement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering. Client may not distribute the Tableau Code as Open Source Software or link, combine or otherwise package the Tableau Code with any Open Source Software or otherwise take any action that could in any way cause such Tableau Code to become subject to any Open Source Software license terms, including any such license that requires as a condition of use or distribution of the licensed code (or derivatives or modifications thereof) that such code, derivative or modification be disclosed or distributed in source code form, licensed for the purpose of making derivative works, or redistributed only under certain terms.

ADDITIONAL DATA USE TERMS

1. The following provisions shall apply to any future use of or access to the Ellucian Cloud Software licensed by Ellucian to Client:

- (a) The parties acknowledge that in order to use machine learning and artificial intelligence functionality available from Ellucian (such functionality, whether available now or in the future, referred to in this Order Form as “Ellucian IQ”), Ellucian may need access to Client Data to train the models. Client agrees that Ellucian may access and use Client data for this purpose. As used herein, “Client Data” is any electronic data or information submitted by Client to Ellucian Cloud Software or otherwise provided to Ellucian for the purposes of training models.
- (b) Ellucian may also use the Client Data for training Ellucian IQ data models that are demonstrated, described and/or promoted by Ellucian at events or on its website.
- (c) Ellucian will maintain the Client Data used for the purposes of Ellucian IQ during the term of any Cloud Software subscription set forth in an Order Form and for up to one year following the termination or expiration of the last Client subscription (the “Use Term”). Upon termination or expiration of the Use Term, Ellucian will securely delete the Client Data used for Ellucian IQ in accordance with Ellucian’s then-current data security, retention, and disposal policies.
- (d) The Client Data likely contains certain personal data of Client’s students, faculty, and employees, which is regulated by various state and federal laws and regulations (“Client Personal Data”). Ellucian represents that it maintains appropriate data security measures, including a written information security policy, to protect Client Personal Data consistent with all applicable state and federal laws and regulations. Further, to protect the privacy of Client Personal Data, Ellucian shall, for so long as it retains Client Personal Data: (a) maintain the confidentiality of Client Personal Data and not knowingly disclose Client Personal Data to any third party, or make any use of the Client Personal Data except for testing and development purposes; (b) limit access to Client Personal Data to Ellucian’s employees, agents and subcontractors who need access to Client Personal Data for testing and development purposes; (c) require that its agents and subcontractors who have access to Client Personal Data agree to abide by the same restrictions and conditions that apply to Ellucian with regard to such Client Personal Data; and (d) implement administrative, technical and physical safeguards designed to ensure the security or integrity of such Client Personal Data and protect against unauthorized access to or use of such Client Personal Data.
- (e) Client may also provide separate copies of its database(s) to Ellucian to be used with Ellucian IQ during the Use Term, and all such copies will be considered Client Data as defined here. As used in this Order Form, “providing” a copy of Client Data means either that the Client physically transmits a copy to Ellucian or that Client provides Ellucian permission to access or copy Client Data from Client’s Ellucian Cloud Software environment.
- (f) Client acknowledges that Ellucian may utilize analytical, predictive and optimization models, including artificial intelligence and machine learning tools (“Ellucian Technology”), as well as data from a variety of proprietary and publicly available sources. Client hereby represents and warrants that it has all necessary rights, licenses, consents and authorizes (and does hereby license and authorize) Ellucian to collect, store, access, use, disclose, distribute, process and display Client Data and any data obtained or generated by Ellucian pertaining to the use of the Software and Services (“Usage Data”) (i) for the purposes of performing its obligations under any Order Form with Ellucian and for testing; (ii) to provide support and to help prevent or address service or technical problems; (iii) as otherwise permitted by the Client in writing or as permitted or compelled by law; and (iv) to learn from and use the Client Data, alone or in combination with publicly available data and Usage Data, to develop, create, enhance, improve, optimize, and maintain Ellucian Software, Ellucian Technology and Ellucian’s other related products and Services, including without limitation, by learning from and using the Client Data to train Ellucian’s artificial intelligence and machine learning tools used in Ellucian’s analytical, predictive and optimization models. Ellucian retains all rights, title, and interest, including all intellectual property rights, in and to the Ellucian Technology and the Services, and any and all modifications, enhancements, customizations or improvements to any of the foregoing.

MICROSOFT SOFTWARE SUPPLEMENT

These terms apply to any Microsoft products (the “Microsoft Products”) that are made available, displayed, run, accessed or which otherwise interact, directly or indirectly with the applicable Cloud Software. Microsoft Corporation or one of its affiliates (collectively, “Microsoft”) has licensed the software to Ellucian.

By using the Cloud Software (which is connected as described above to Microsoft Products) Client accepts these terms.

1. Client may not remove, modify, or obscure any copyright, trademark or other proprietary rights notice that is contained in or on the Microsoft Products.
2. Client may not reverse engineer, decompile, or disassemble the Microsoft Products, except to the extent that such activity is expressly permitted by applicable law.
3. NO WARRANTIES BY MICROSOFT. CLIENT AGREES THAT IF CLIENT HAS RECEIVED ANY WARRANTIES WITH REGARD TO THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY ELLUCIAN AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.
4. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MICROSOFT PRODUCTS OR THE CLOUD SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
5. This Order Form only gives Client limited rights to use the Microsoft Products in connection with the Cloud Software. Ellucian and Microsoft reserve all other rights.
6. Client agrees that Ellucian may disclose Client’s information to Microsoft as reasonably necessary to verify compliance with this Order Form.
7. The Microsoft Products are not fault-tolerant and are not guaranteed to be error free or to operate uninterrupted. Client may not use the Microsoft Products in any application or situation where the Microsoft Products’ failure could lead to death or serious bodily injury of any person, or to sever physical or environmental damage (“High Risk Use”). High Risk Use does not include utilization of the Microsoft Products for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. Client will be responsible for any third-party claim arising out of Client’s use of the Microsoft Products in connection with any High Risk Use.
8. Microsoft is an intended third party beneficiary of this Order Form with the right to enforce provisions of this Order Form and to verify Client’s compliance.

EXHIBIT 3

MAINTENANCE STANDARDS (SUBSCRIPTION ADVANTAGE LEVEL)

1. Ellucian's Action Line will be available to Client for Defect reporting five (5) days per week, Monday through Friday (excluding national holidays and Ellucian-observed holidays), from 8:00 AM to 8:00 PM (Eastern U.S. Time). However, production outages will be supported 24x7x365 as long as Client contacts Ellucian's Action Line via the telephone number provided to Client.
2. The priority of an active incident is indicated at the time the incident is first reported to Ellucian. Client must report the priority of the incident using the definitions below. Ellucian will review and validate the priority for open incidents and may adjust the priority to better align with these definitions.

Ellucian uses reasonable commercial efforts to respond to Client's Notifications in accordance with the following guidelines:

Priority Levels	Definition	Target Response Times
Priority 1 - Critical	A Notification that the production Cloud Software instance is not available for remote access by Client or that Client believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Cloud Software; or (iii) a failure of its computer system or the Cloud Software which, in either case, prevents Client from performing data processing which is critical to Client's operations on the day on which the alleged Defect is reported.	1 hour or less
Priority 2 - High	A Notification that Client believes that a Defect has caused a partial failure of the Cloud Software or a failure that significantly hinders Client's ability to perform data processing which is critical to Client's operations on the day on which the alleged Defect is reported	4 hours or less
Priority 3 - Medium	A Notification that Client believes that a Defect has caused an intermittent failure of, or problem with, the Cloud Software, or that causes a significant delay in Client's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is <u>not</u> critical to Client's operations	1 business day or less
Priority 4 - Low	A Notification that Clients believes that a Defect exists, but it does not significantly affect critical processing	3 business days or less

For purposes of these targets, a "response" will mean an initial contact from an Ellucian representative to Client to begin evaluation of the problem reported under one of the categories of calls identified above. As a prerequisite to Ellucian's obligation to respond to Client's Notification(s), Client must follow Ellucian's policies and procedures (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting a Notification.

A "Notification" means a communication to Ellucian by means of: (i) Ellucian's Action Line; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Ellucian's then-current policies and procedures for submitting such communications.

3. Response times listed in this Exhibit reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the estimated target time interval in which Ellucian will contact Client

after triaging and routing. Ellucian will begin working the request to seek a resolution of the issue once communication with Client has been established to verify the request and depending on the priority level as described above.

Backup and Disaster Recovery.

Ellucian will conduct regular backup of Client data. Backups will adhere to Ellucian's internal backup controls. Ellucian will not be responsible for the accuracy of Client data but will only be responsible for appropriately backing up the Client data contained in the Cloud Software. The retention of this backup data is separated into the following components:

- *Database* – backups will be retained for three (3) months
- *Point in Time* – backups will be retained for one (1) week

At the end of these durations, the oldest copies of files will be deleted.

Client may request copies of database backups for archival purposes. Upon such request, Ellucian will make a copy of the database available to Client for secure download on a monthly basis. Each database backup made available in this manner will replace the previously available file. It will be the Client's responsibility to retrieve those files in a timely manner.

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is twenty-four (24) hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction is lost or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually and will, upon Client's written request, provide Client with a summary of the most recent results. Note: Any Cloud Software downtime in excess of the aforementioned objectives will contribute towards the calculation of the SLA as defined below.

EXHIBIT 4

Service Level Agreement

PART I: Service Level Agreement applicable to Cloud Software (except for Ellucian Workflow)

1. Coverage and Terminology.

This Service Level Agreement (the "SLA") applies to the production Cloud Software instance supported under this Order Form.

Availability: "Availability" means the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that the production Cloud Software is available for remote access by Client as measured by Ellucian pursuant to the Service Level Objectives defined in the Service Level Objective section below.

Measurement: Availability is measured as the ratio of actual Availability to expected Availability resulting in an "Achieved Availability" percentage. Achieved Availability is determined by calculating the aggregate minutes, during the periods the production Cloud Software instance is scheduled to be available ("Scheduled Uptime"), that the production Cloud Software instance is unavailable for use by Client ("Unscheduled Outage"), divided by the total aggregate minutes of scheduled Availability for the month which is Scheduled Uptime minus the time the production Cloud Software is scheduled to be unavailable with Client agreement ("Scheduled Downtime"), and rounded to the nearest 10th (tenth) unless otherwise indicated in the specific SLA definition. The "Achieved Availability" calculation is expressed as:

$$\text{Achieved Availability} = 1 - (\text{Unscheduled Outage} / (\text{Scheduled Uptime} - \text{Scheduled Downtime}))$$

For the avoidance of doubt, the unavailability of the production Cloud Software instance as a result of scheduled maintenance and emergency maintenance windows will not be considered a service outage and will not give rise to Service Level Credits.

2. Service Level Objective.

Ellucian aims to achieve one hundred percent (100%) Availability for the production Cloud Software instance. Subject to the terms in this SLA, Ellucian will provide ninety-nine and one half percent (99.5%) Availability for the production Cloud Software instance.

A monthly Availability report will be made available within ten (10) business days following Client's written request.

3. Service Level Credits.

Except under the conditions mentioned in the Conditions section below, if the Availability of the production Cloud Software instance is less than ninety-nine and one-half percent (99.5%), Ellucian will issue a credit (a "Service Level Credit") to Client according to the following tables.

<i>Production Cloud Software</i>	
Availability	Service Level Credit Issued by Ellucian *
>= 99.50%	None
99.00% - 99.49%	5% of applicable monthly fee

Production Cloud Software	
Availability	Service Level Credit Issued by Ellucian *
97.00% - 98.99%	10% of applicable monthly fee
95.00% - 96.99%	15% of applicable monthly fee
92.00% - 94.99%	20% of applicable monthly fee
<92%	25% of applicable monthly fee; plus 7% for each additional 3.3% of total downtime in the applicable calendar month, up to a maximum of 100% of the applicable monthly fee

* For the avoidance of doubt, and without limitation, Service Level Credits are subject to the terms and conditions provided for in Section 6 ("Service Level Credit Request, Payment Procedures") of this SLA.

4. Maintenance Procedure.

- 4.1 Ellucian will schedule maintenance windows to perform upgrades to new releases of Cloud Software. Clients will receive notification at least two weeks in advance for any maintenance windows requiring production environments to be unavailable.
- 4.2 Ellucian reserves the right to perform emergency maintenance (for example, to restore Cloud Software or remediate security vulnerabilities) without any prior notification, should it be deemed necessary to protect and maintain the security, availability or integrity of the Cloud Software.

5. Conditions.

- 5.1 Client will not receive any Service Level Credits under this SLA in connection with any failure or deficiency caused by or associated with any of the following:
 - Outages, delays, or latency elsewhere on the Internet (including but not limited to upstream internet service providers (ISPs)) that hinder access to the Cloud Software;
 - Scheduled maintenance, to the extent provided herein, and emergency maintenance and upgrades;
 - Domain Name Server (DNS) issues and DNS propagation outside the direct control of Ellucian;
 - Browser or DNS caching that may make the production Cloud Software appear inaccessible when others can still access it;
 - False SLA breaches reported as a result of outages or errors of any Ellucian measurement system;
 - File transfer, email or webmail delivery and transmission;
 - Circumstances beyond Ellucian's reasonable control;
 - Any issues caused by the action of third party software, contractors, or vendors (other than third parties authorized by Ellucian); or
 - Functional Cloud Software setup, configuration, or functionality outside the scope of the Order Form.
- 5.2 Ellucian is not responsible for localized incidents affecting a subset of the population. Further, Ellucian is not responsible for intermittent availability issues such as those that cannot be documented, measured or repeated.

6. Service Level Credit Request, Payment Procedures.

- 6.1 As part of Ellucian's obligation to provide the Cloud Software, Ellucian will provide oversight for monitoring this SLA utilizing the availability metrics information provided through the use of an industry standard monitoring tool (such tool will be the authoritative system for service level measurement under this SLA). Utilizing this output, and in order to receive a Service Level Credit, Client must make all Service Level Credit requests via email or Ellucian's ticketing system. Each Service Level Credit request in connection with this SLA must include Client's account name and the dates and times of the unavailability of the production Cloud Software and must be received by Ellucian within thirty (30) days after such production Cloud Software was not available as defined herein. If Ellucian can confirm the unavailability, and after Ellucian performs a root cause analysis which identifies that the production Cloud Software was the cause of the unavailability, then Service Level Credits will be applied within two (2) months after Ellucian's receipt of Client's Service Level Credit request.
- 6.2 The Service Level Credit percentage will be based on the amount of the Cloud Software subscription fee paid by Client for Cloud Software for the month being measured. Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this SLA will in no event exceed the total Cloud Software subscription fee paid by Client for such month. Service Level Credits are exclusive of any applicable taxes charged to Client or collected by Ellucian. Such Service Level Credits are Client's sole and exclusive remedy with respect to any failure or deficiency in the production Cloud Software. No Service Level Credits will be issued for non-production environments.
- 6.3 Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last month of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last month of the Cloud Software Term or refunded, as the case may be.

PART II: Service Level Agreement applicable to Ellucian Workflow (only)

Ellucian will provide at least 99.5% availability per calendar month to the Ellucian Workflow Cloud Software ("Ellucian Workflow"), excluding reasonable and scheduled maintenance periods. In the event that Ellucian does not comply in all material respects with this availability obligation, then, for each 0.3% of availability below 99.5%, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against the Client's next invoice equal to 1/365th of the amount of the annual subscription fee for Ellucian Workflow paid by Client. Client will submit a credit request as soon as reasonably practicable, but no later than thirty (30) days after the event giving rise to a credit. Upon receiving a request, Ellucian will provide a response within ten (10) business days. Note: Service Level Credits are not refundable and can be used only towards future billing charges for the Cloud Software. Provided, however, if a Service Level Credit is due in the last month of the Cloud Software Term, then the Service Level Credit will be applied against the fees due in the last month of the Cloud Software Term.

EXHIBIT 5

DATA PROTECTION

“Data Protection Law” means all laws and regulations relating to the processing of Client Personal Data by Ellucian, each as and when applicable, including but not limited to regulation (EU) 2016-679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) and any applicable national implementing law as amended from time to time.

In order to adduce adequate safeguards with respect to the protection of Client Personal Data, the parties agree to the following clauses:

Data Protection

1. Ellucian confirms that for so long as it processes Client Personal Data in performing its obligations under this Amendment, it will:

- (a) maintain appropriate technical and organizational data security measures, including a written information security policy to protect the Client Personal Data consistent with applicable laws and regulations;
- (b) maintain the confidentiality of Client Personal Data in accordance with the Master Terms and this Amendment;
- (c) process the Client Personal Data only in accordance with the Client’s instructions. The parties agree that the Amendment to which this Exhibit is attached contains instructions from Client to Ellucian to process Client Personal Data as reasonably required to perform the obligations described therein. Client hereby authorises Ellucian to take such steps in the processing of Client Personal Data on behalf of Client as are reasonably necessary for the performance of Ellucian’s obligations under this Amendment. Additional instructions outside of the scope of this Amendment, including instructions regarding assisting Client with its requirements under Articles 32 to 36 of GDPR or other Data Protection Law, will be agreed by the parties in writing, including any additional fees payable by Client to Ellucian for carrying out instructions that require Ellucian to change or supplement its existing business process and technical and organisational data security measures;
- (d) limit access to the Client Personal Data to Ellucian’s employees, agents and subcontractors (including Ellucian group companies) who have a need to access such Client Personal Data to perform Ellucian’s obligations under this Amendment. Client agrees that Ellucian may use subcontractors to fulfill its obligations under this Amendment so long as Ellucian’s relationship with such subcontractors complies with clause (e) below;
- (e) require that its employees, agents and subcontractors who have access to the Client Personal Data agree to abide by substantially similar restrictions and conditions that apply to Ellucian with regard to such Client Personal Data;
- (f) implement appropriate administrative, technical and physical safeguards designed to ensure the security or integrity of the Client Personal Data and protect against unauthorized access to or use of such Client Personal Data that could result in substantial harm or inconvenience to the Client;
- (g) notify Client of a Information Security Breach as soon as reasonably practicable and without undue delay after Ellucian becomes aware, and take reasonable steps to mitigate the effects of the Information Security Breach. An “Information Security Breach” is an event that is known to have resulted in unauthorized access to, or unauthorized use or disclosure of, Client Personal Data;
- (h) make available to Client such information as is strictly necessary for the Client to demonstrate its compliance with applicable data protection law at no cost to Ellucian. Any costs arising in connection with Ellucian’s obligations under this clause will be promptly reimbursed to Ellucian by the Client upon reasonable request. Ellucian uses independent third party auditors to verify the adequacy of its security measures for Cloud Software and Cloud Services. No more than once per calendar year, Client may request and Ellucian will provide: (i) subject to Client executing a non-disclosure agreement, a copy of the most recent independent security attestation report associated with the provision of Cloud Software or Cloud Services as applicable,

- and (ii) a copy of Ellucian's then-current information security policies and standards that relate to security controls associated with the Cloud Software or Cloud Services as applicable; and
- (i) not transfer the Client Personal Data from within the European Economic Area ("EEA") to locations outside the EEA unless it takes such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. Such measures may include (without limitation) transferring the Client Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with applicable data protection law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
2. As applicable, the parties may agree to specify in subsequent individual Order Forms the subject-matter and duration of processing of Client Personal Data, the nature and purpose of the processing, the type of personal data and categories of data subjects, the obligations and rights of the Client as controller and any specific processing instructions.
3. The parties agree that on the termination or completion of the provision of the relevant Software or services that are the subject of this Amendment, Ellucian and its subcontractors will, at the Client's request, return all the Client Personal Data in their possession (if any) and the copies thereof to the Client or will destroy all the Client Personal Data and certify to the Client that it has done so, unless legal obligations imposed upon Ellucian prevent it from returning or destroying all or part of the Client Personal Data transferred. In the latter case, Ellucian warrants that it will maintain the confidentiality of the Client Personal Data transferred and will not actively process (except for storage and deletion) such Client Personal Data.

EXHIBIT 6

PROFESSIONAL SERVICES

Ellucian agrees to provide to Client the additional Professional Services identified in the table(s) below for the additional fees set forth in the table(s) and on the terms and conditions set forth in the Agreement as modified by this Order Form. In performing the additional services under this Order Form, Ellucian may use a combination of remote services, centralized services, and onsite services, using personnel worldwide.

TIME AND MATERIALS SERVICES TABLE:

Description ¹	Estimated Hours	Hourly Rate ²	Fee ^{3,4}
Colleague Core (Functional Discovery and Design; Advisory Support; and Back to Base Services)			\$24,282
Colleague Student Functional Discovery and Design; Advisory Support; and Back to Base Services (for Admissions and Student)			\$72,420
Colleague Accounts Receivable Functional Discovery and Design; Advisory Support; and Back to Base Services			\$40,470
Colleague Financial Aid Functional Discovery and Design; Advisory Support; and Back to Base Services			\$43,665
Colleague Finance Functional Discovery and Design; Advisory Support; and Back to Base Services			\$47,286
Colleague Optimization Consulting: Accounts Receivable			\$8,520
Colleague Optimization Consulting: Finance			\$8,520
Colleague Optimization Consulting: Financial Aid			\$8,520
Colleague Optimization Consulting: Student			\$12,780
Colleague Optimization Consulting: Student Admissions			\$2,130
Colleague Self-Service (CSS) Implementation			\$11,502
Colleague Student Planning Implementation			\$10,224
Colleague Finance Workshop			\$5,751
Colleague Student Admissions Recruitment and Admissions Workshop			\$5,751
Colleague Student Registration and Academic Records Workshop			\$5,751
Colleague Student Degree Audit Workshop			\$5,751
Colleague Accounts Receivable Workshop			\$5,751
Colleague Financial Aid Workshop			\$5,751
Colleague Data Migration and Mapping			\$42,600
Ellucian CRM Recruit Consulting			\$10,650
Ellucian CRM Advise Upgrade for Flip			\$14,271
Ellucian Workflow Workshop			\$20,448
Colleague Reporting Entrinsik Informer Consulting			\$21,300
Intelligent Learning Platform Implementation			\$1,704
Ethos Integration Essentials			\$3,834
Ellucian Ethos Integration Architecture and Design Workshop			\$10,224
Integration Architecture and Planning			\$12,780
Colleague Technical Configuration and Colleague Security - SaaS			\$22,578
Colleague Custom De-modification and Compliance			\$25,560
Identity Management Tactical Planning			\$17,040

Management Consulting Governance Planning		\$15,336
Project Management		\$141,645
Colleague ELF: Electronic File Transfer Programming		\$3,840
TOTAL TIME AND MATERIALS SERVICES FEE:		\$688,635

Notes to Time and Materials Services Table:

- ¹ For a more detailed description of these services, see the Statement of Work attached as Attachment 1 to this Exhibit 6.
- ² Hourly rates and Professional Services specified in this table will be held in place for this project for a period beginning on the Beginning Date and ending eighteen (18) months later. Requests for any Professional Services beyond the eighteen (18) month period will need to be negotiated under separate order form and signed by both parties.
- ³ Client is advised that Ellucian personnel rendering services bill for travel time, preparation time, and follow-up time, as applicable.
- ⁴ Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Ellucian at the time of execution of this Agreement. The total amount that Client will pay for these services (i.e., the TOTAL TIME AND MATERIALS SERVICES FEE) will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Payment Terms – Time and Materials Services: Ellucian will invoice Client monthly for all time and materials services on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

Payment Terms – Expenses and Other Charges: Travel expenses and living expenses are additional. Ellucian will invoice Client monthly for such reimbursable expenses and other applicable charges on an as-incurred basis in arrears, and payments will be due within thirty (30) days from the date of invoice.

FIXED FEE SERVICES TABLE 1:

Description ¹	Fee (valid for 1 year)
Onboarding (Transition) Services	
SUBTOTAL FIXED FEE SERVICES FEE (TABLE 1):	
Valued Customer Incentive Credit ²	
TOTAL FIXED FEE SERVICES FEE (TABLE 1):	\$0

Notes to Fixed Fee Services Table 1:

- ¹ For a more detailed description of these services, see the Statement of Work attached as Attachment 1 to this Exhibit 6.
- ² The credit shown in Fixed Fee Services Table 1 is available to Client only if the Execution Date of the Order Form to which this Exhibit 6 is attached is on or before December 30, 2020 and is applicable only against the Onboarding (Transition) Services described in Attachment 1 (the waived fees are not transferable to any other product or service).

Payment Terms – Fixed Fee Services Table 1: Conditioned upon an Execution Date on the Order Form to which this Exhibit 6 is attached on or before December 30, 2020, Ellucian will not invoice Client for Onboarding (Transition) Services (as detailed in Attachment 1) during the twelve (12) month period from January 1, 2021 through December 31, 2021. In the event that the Onboarding (Transition) Services are not completed by December 31, 2021, a subsequent order form or amendment to this Order Form shall be required to extend such services at Ellucian's then-current monthly rate.

FIXED FEE SERVICES TABLE 2:

Description ¹	Fee (valid for 1 year) ²
CRM On-Prem to SaaS Flip	

Ellucian Experience Implementation Service	
TOTAL FIXED FEE SERVICES FEE (TABLE 2):	\$5,000

Notes to Fixed Fee Services Table 1:

- ¹ For a more detailed description of these services, see the Statement of Work attached as Attachment 1 to this Exhibit 6.
- ² Client must schedule delivery of Fixed Fee services within one year of the Execution Date.

Payment Terms – Fixed Fee Services Table 2: Ellucian will invoice Client upon delivery of the fixed fee services listed in Fixed Fee Services Table 2 (above), and Client’s payment shall be due within thirty (30) days from the date of such invoice(s). These fixed fee services specifically exclude any responsibility on the part of Ellucian for providing any services other than those services specifically set forth above.

ATTACHMENT 1 TO EXHIBIT 6 STATEMENT OF WORK

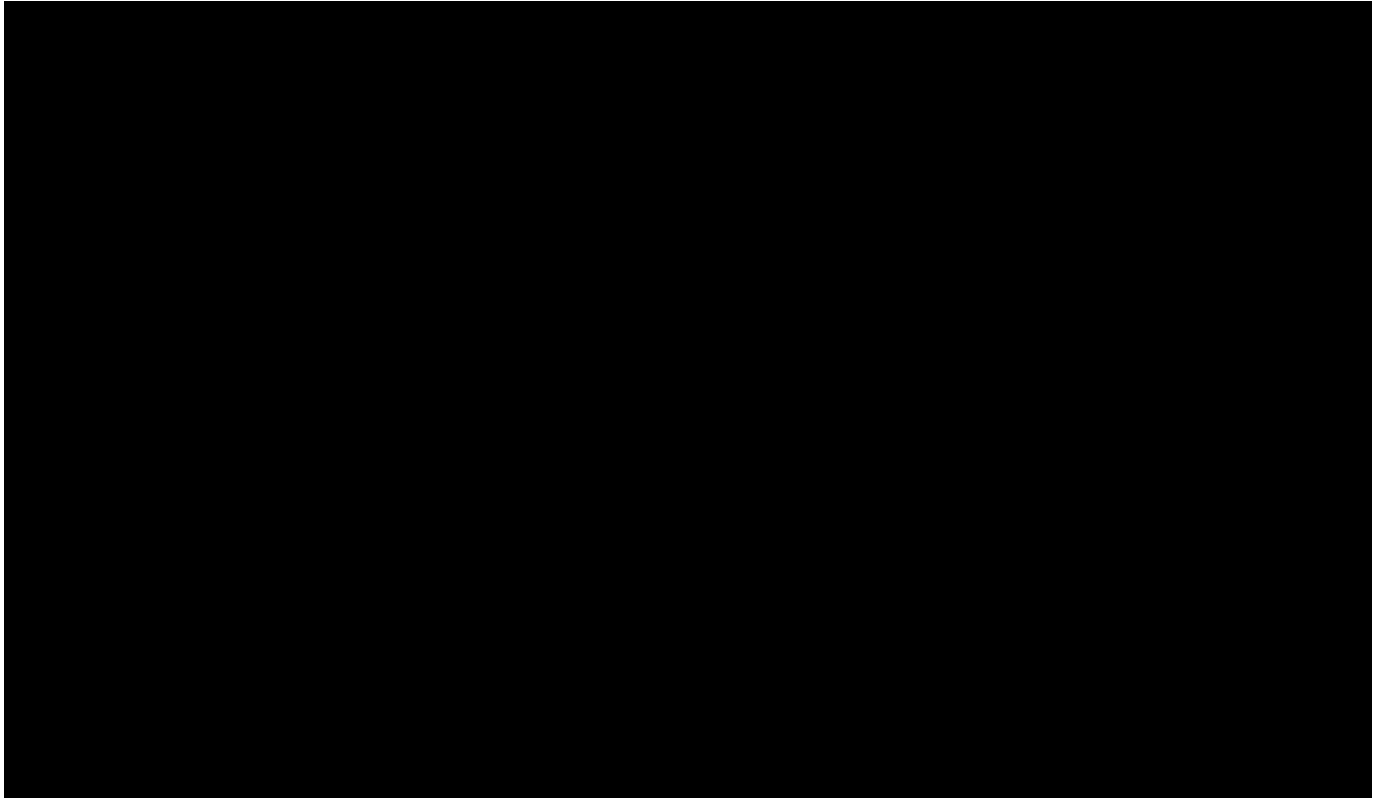
Project Assumptions

The following assumptions apply to all Professional Services provided under this Order Form:

- Client will assign a project leader who will lead the project based on the mutually agreed-upon plan, lead the teams at the Client's site, and be the main point of contact for Ellucian throughout the implementation.
- Client will identify and provide access to the appropriate IT and application staff members to work with and assist Ellucian throughout the engagement. Client staff will have knowledge of their business area(s), provide relevant documentation, and complete preparation activities prior to all service engagements.
- Services will be provided remotely unless otherwise determined during project planning.
- Training provided by Ellucian follows a 'train-the-trainer' methodology for project teams, will be provided at a single site designated by Client for onsite training, and will limit all training and consulting sessions to no more than 12 participants per session unless otherwise stated in this Order Form.
- Client will commit to changing/modifying business processes to conform to Ellucian recommended practices. Client is responsible for managing staff expectations around Ellucian recommended practices for staff, faculty and students.
- Client will document processes, decisions and end user training materials unless otherwise indicated.
- Except as outlined in the SOW, the development, modification, and/or completion of any rules, reports, integrations/interfaces, subroutines, and customizations is the responsibility of Client.
- Client will ensure that the software release on the Client system is up-to-date and all updates released by Ellucian have been loaded into the appropriate environments as required by the project. No major upgrades will be introduced into the environment during the course of the implementation except as agreed during project planning activities.
- Client grants access for applicable solutions to Ellucian consultants and that applications solutions are available and operational at the time engagement.
- Client will provide Ellucian with access to appropriate software and functionality in compliance with Client's security and access policies and provide Ellucian access to their servers via a Virtual Private Network ("VPN") connection that is supplied by SecureLink. Client will notify Ellucian of any firewall/connection issues that could cause a delay in the delivery of the service.
- All Professional Services to be provided hereunder are based on the implementation of the baseline version of the Ellucian Software available as of the Execution Date.
- Identified prerequisite and preparation tasks are completed prior to scheduled engagement
- Client will test all delivered functionality/configurations/setup in a mutually agreed upon timeline.
- Client process teams will make timely policy decisions that govern the implementation and/or current engagement. If the Client is unable to make the policy decisions, these issues will be escalated in a timely manner to Client's decision makes.
- Any tasks, deliverables or services which are not described in this Order Form are out of scope and will not be provided by Ellucian.
- Any changes or additions to the scope of the mutually agreed upon Professional Services will be managed through the Ellucian Project Manager and Client's contact through a mutually agreed upon change order process.
- Ellucian's proposed level of effort for this project is based on the information provided as of the Execution Date. If items found through the Discovery phase vary, any changes or additions to the scope of the mutually agreed upon services will be managed through the Ellucian Project Manager and Client's contact.

ONBOARDING SERVICES SOW

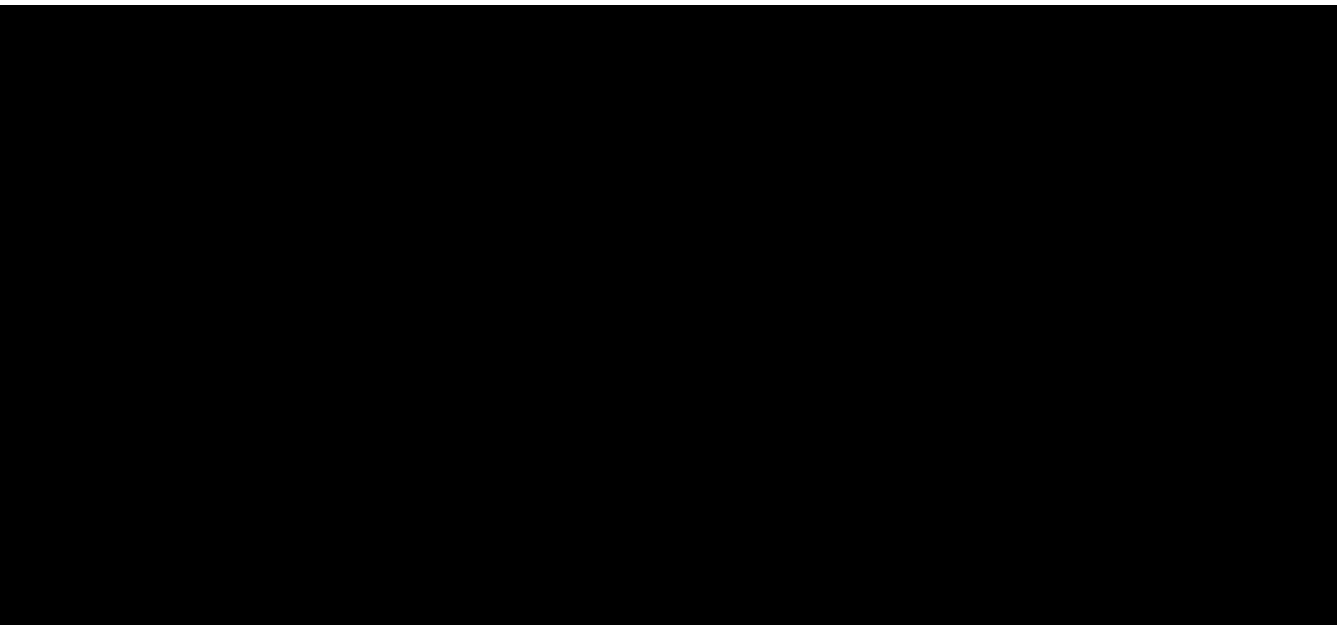
The Cloud Services project manager is responsible for coordinating the Cloud onboarding activities of the overall ERP Cloud implementation project from Ellucian.

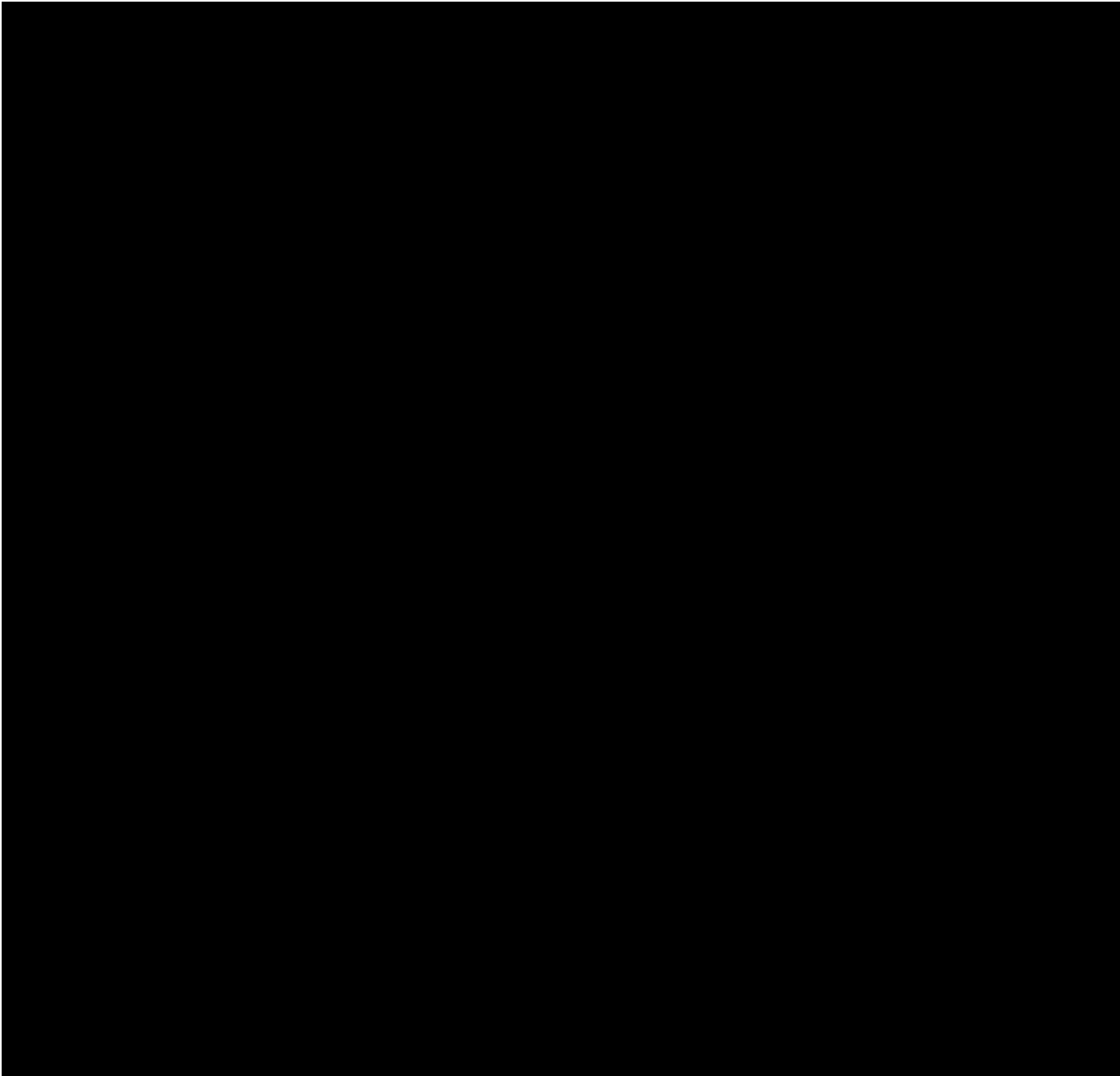


ELLUCIAN EXPERIENCE ESSENTIALS IMPLEMENTATION - DESCRIPTION OF SERVICES

Overview

Ellucian will provide consulting for Client to facilitate implementing Ellucian Experience.

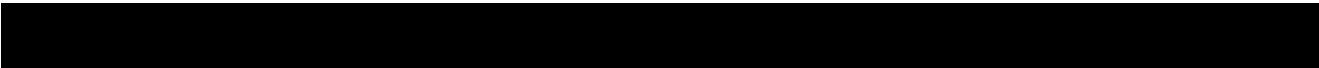


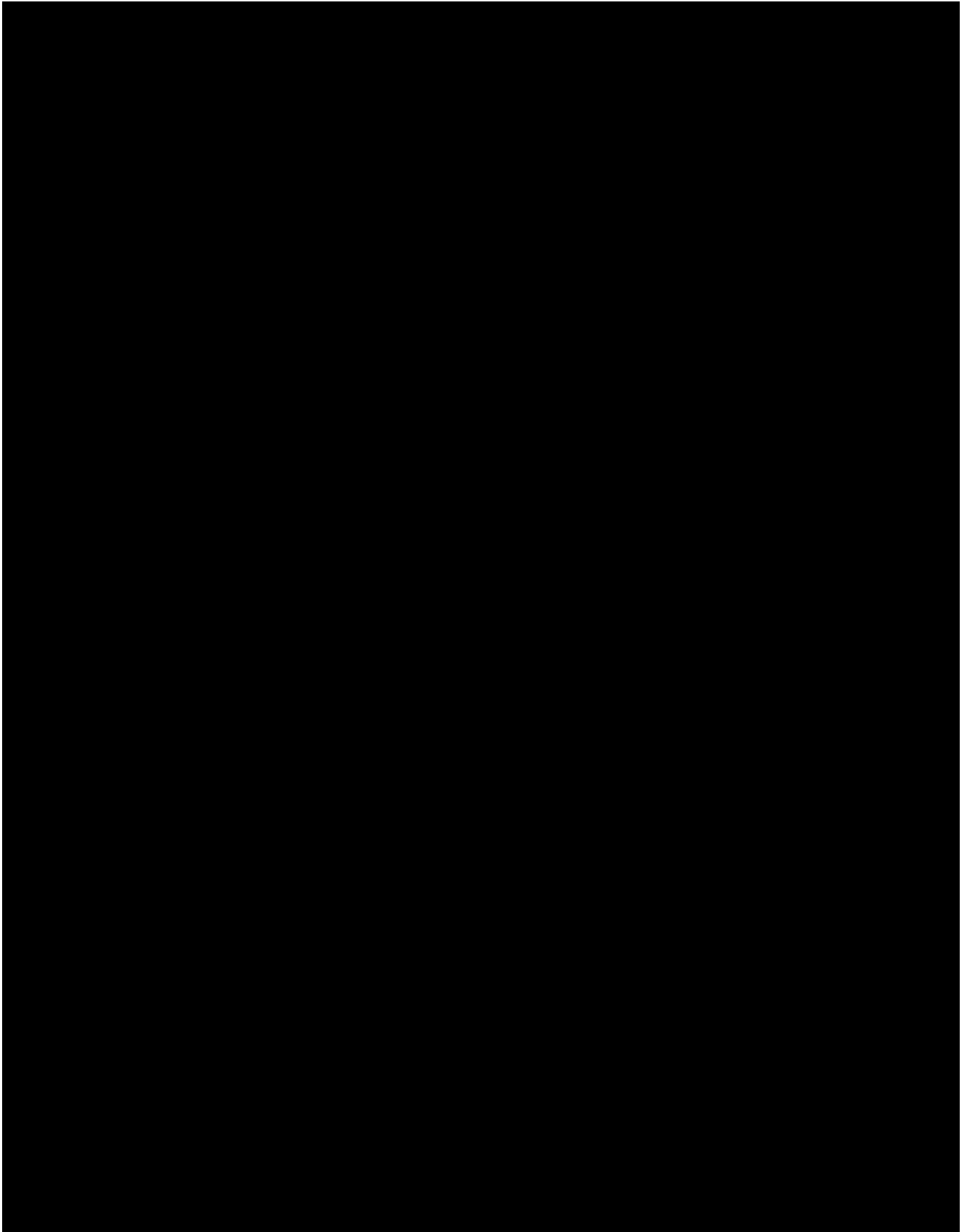


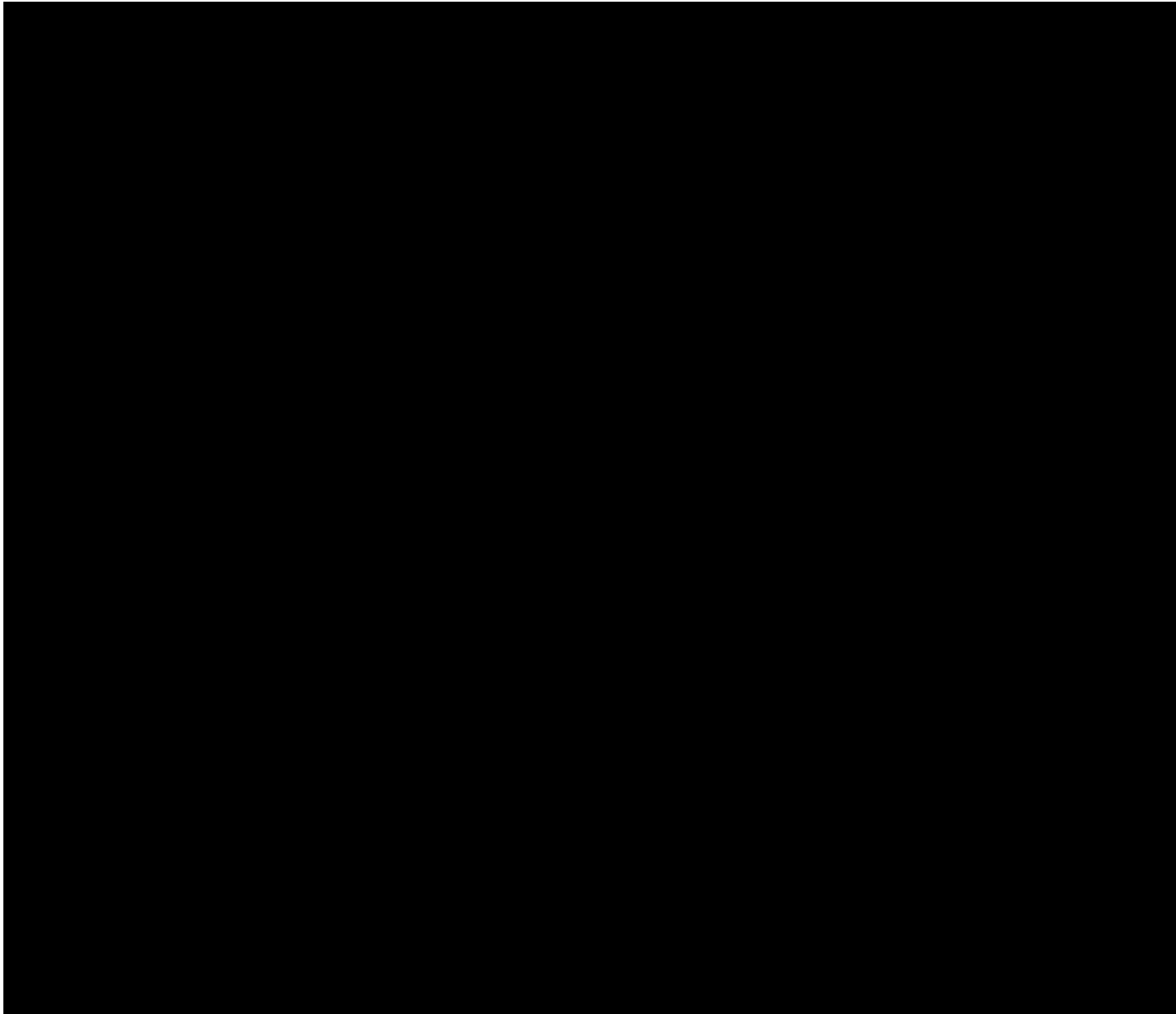
COLLEAGUE FUNCTIONAL DISCOVERY AND DESIGN - DESCRIPTION OF SERVICES

Overview

Ellucian will distribute a survey to be completed by the Client teams and meet with key staff and decision makers to discuss the survey results and current institutional practices, procedures, and business processes. Using this information and higher education industry recommended practices, Ellucian will identify:

- Phase 1 tasks to replicate configuration in the SaaS environments to support current business processes;
 - Colleague baseline functionality to replace critical phase 1 processes, supported by custom programming as identified by the Client. Ellucian will recommend services to support configuration.
 - Phase 2 operational activities that would benefit from further training and/or consultative support; and
 - Areas where specific teams can work cross-functionally to test integrated processes.
- 

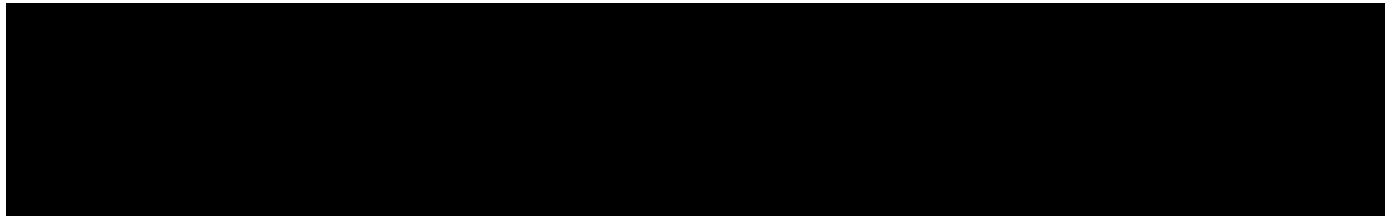


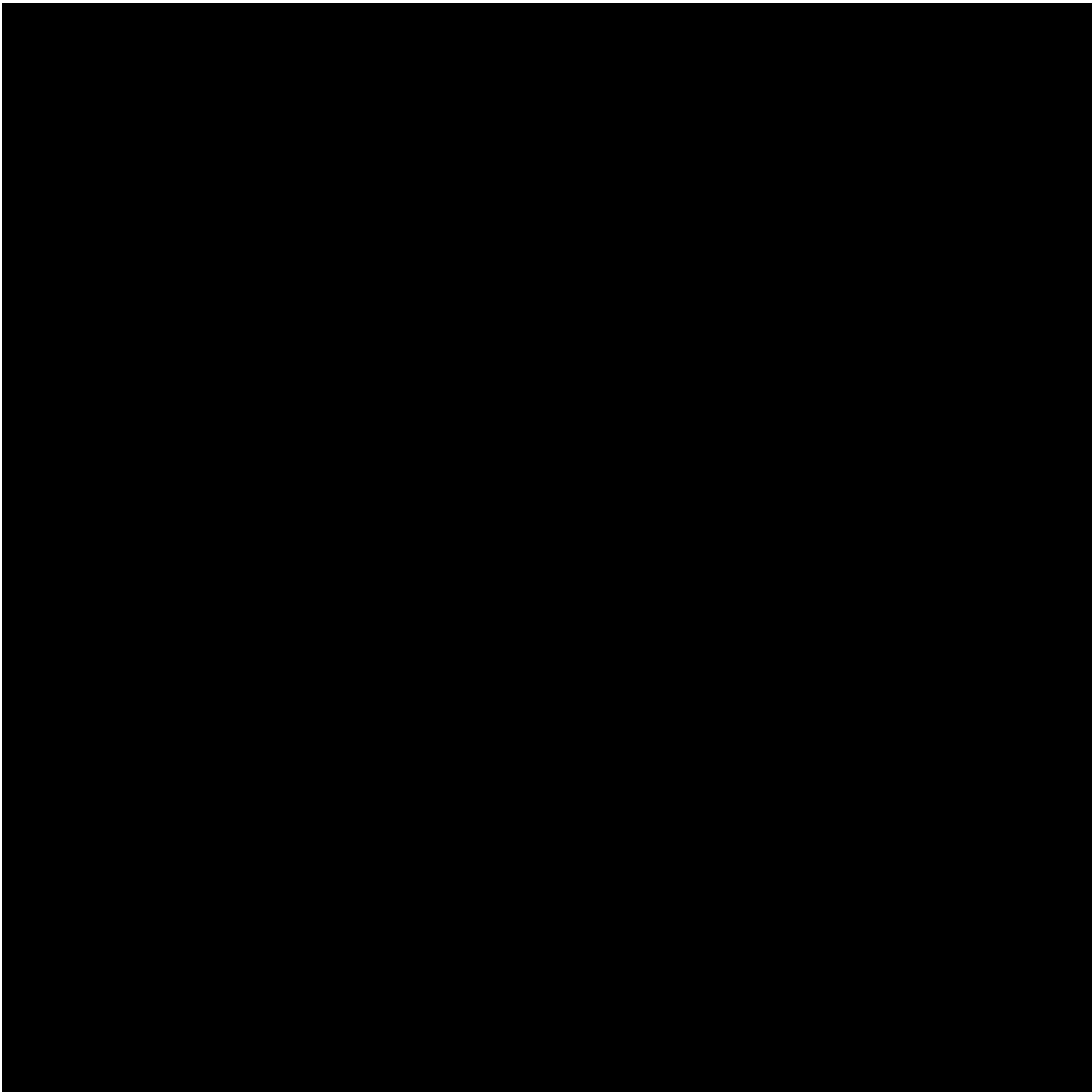


COLLEAGUE FUNCTIONAL ADVISORY - DESCRIPTION OF SERVICES

Overview

Colleague Advisory Consulting is follow-up consulting to the Colleague Discovery and Design activity and provides guidance for the implementation teams on configuration and testing activities. Ellucian will provide advisory support as the Client moves to the SaaS environment. Configuration support will be provided, as defined herein, to guide setup replacing custom processes required for go-live into baseline Colleague as identified during the Discovery and Design. Consulting is provided on a time and materials basis.



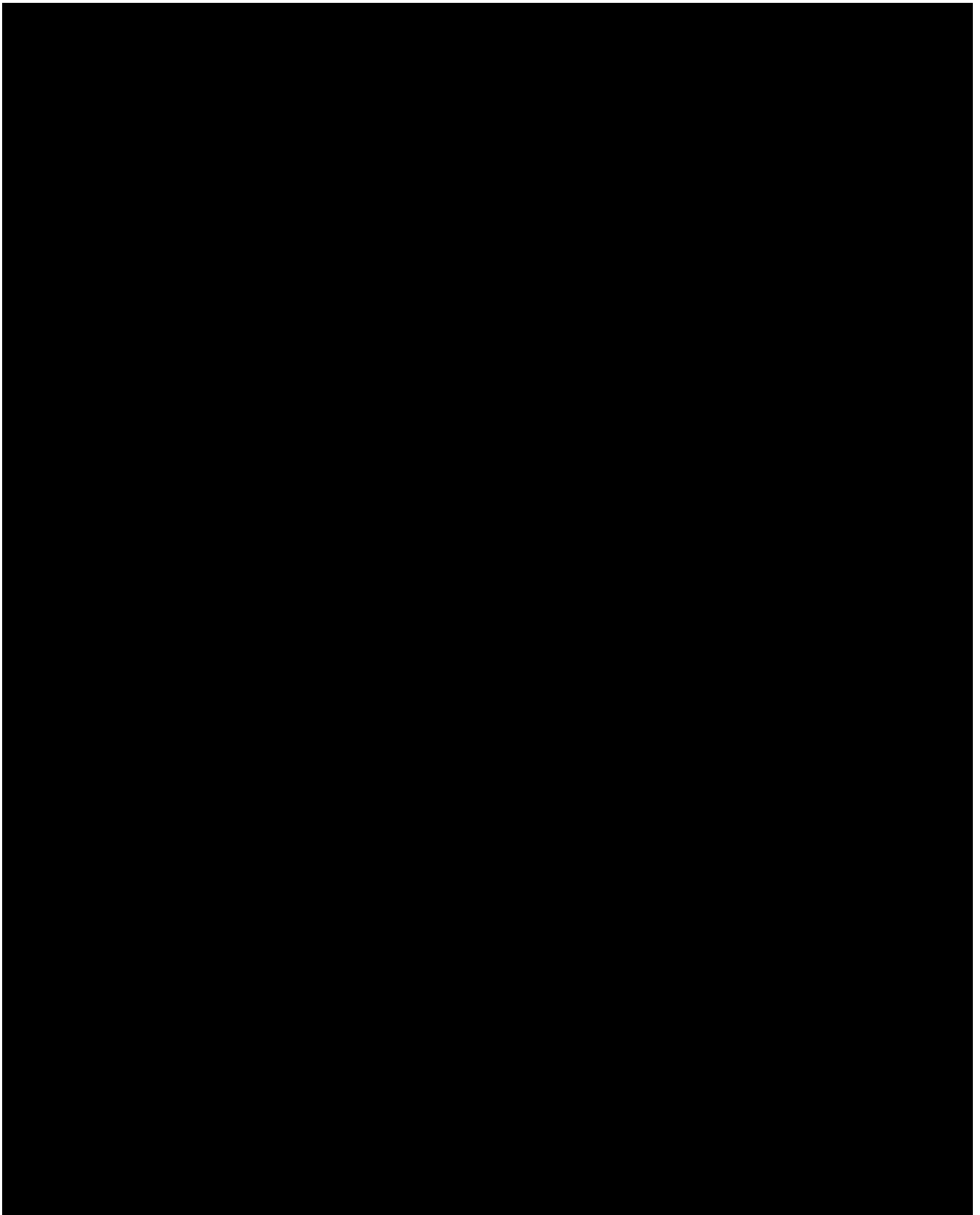


COLLEAGUE FUNCTIONAL BACK TO BASE - DESCRIPTION OF SERVICES

Overview

Ellucian will provide consultative support and training, up to the contracted number of hours, as the Client moves towards the future state identified during the discovery and planning phase of the project.

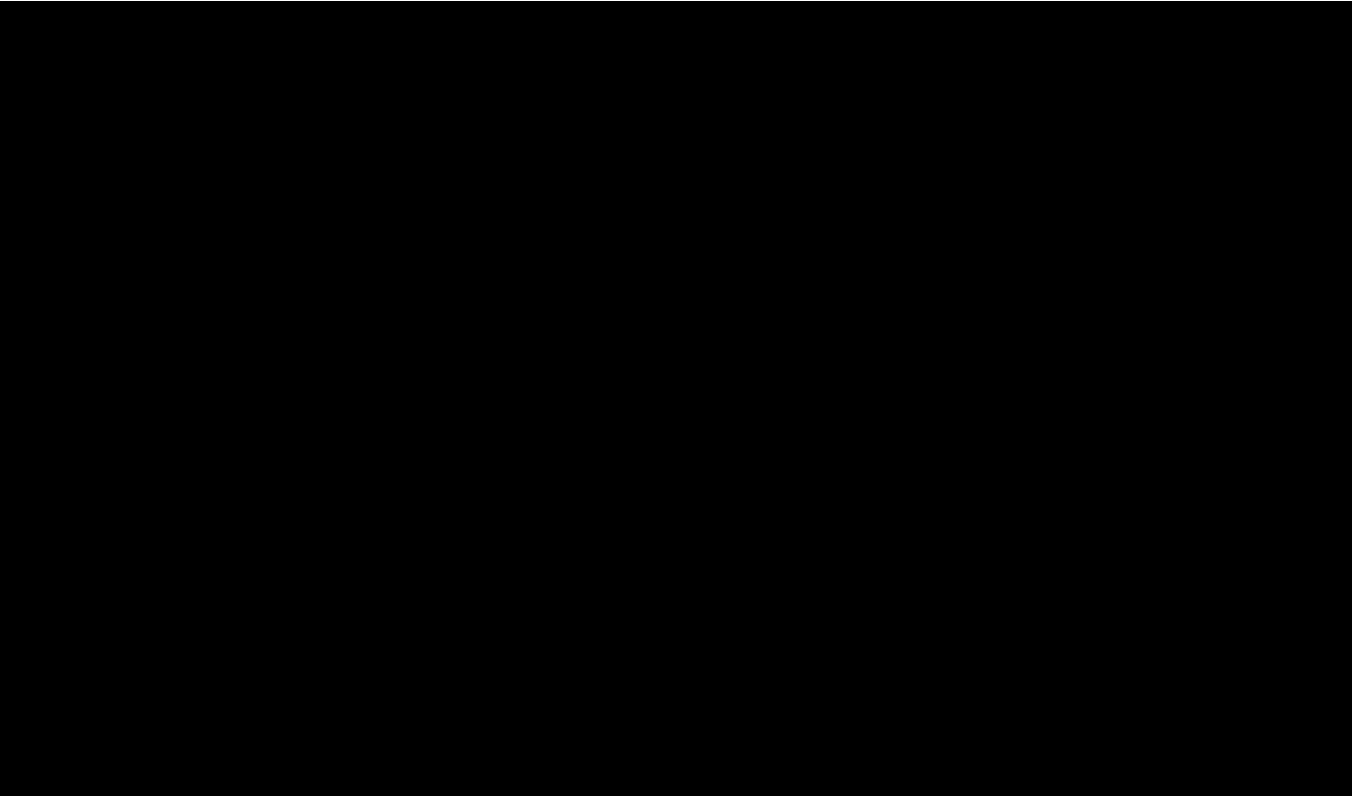




COLLEAGUE OPTIMIZATION CONSULTING – DESCRIPTION OF SERVICES

Overview

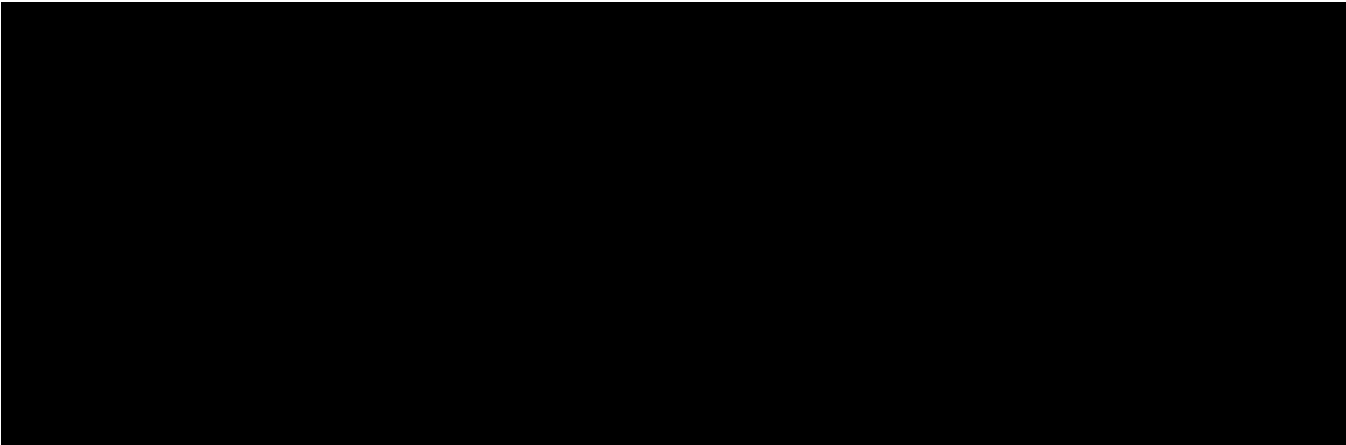
Colleague Optimization Consulting is consultative follow-up to the Colleague Discovery and Design service. Consulting is provided on a time and materials basis. Ellucian will provide consultative support and system education as the Client moves towards the future state identified during the Discovery and Design.

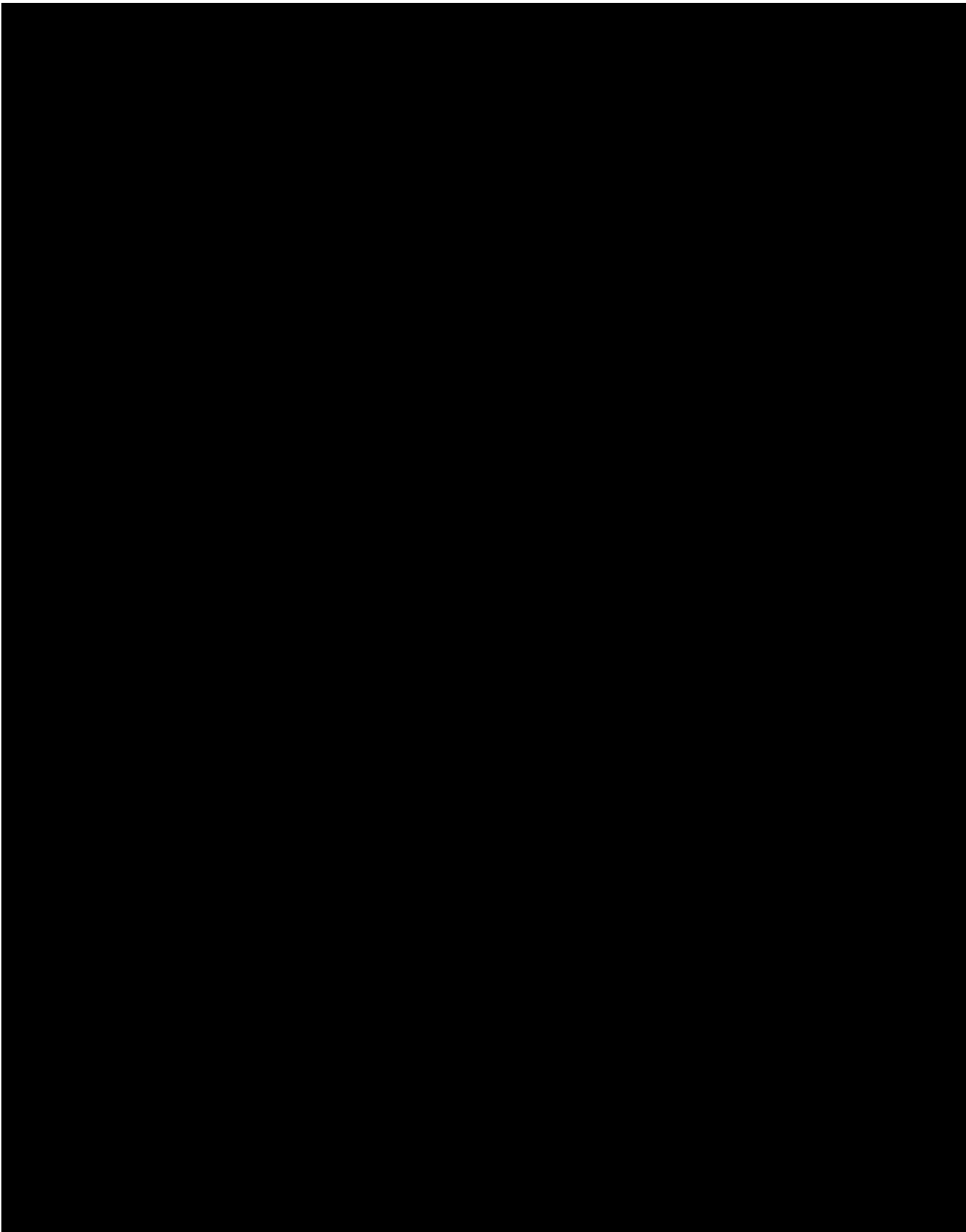


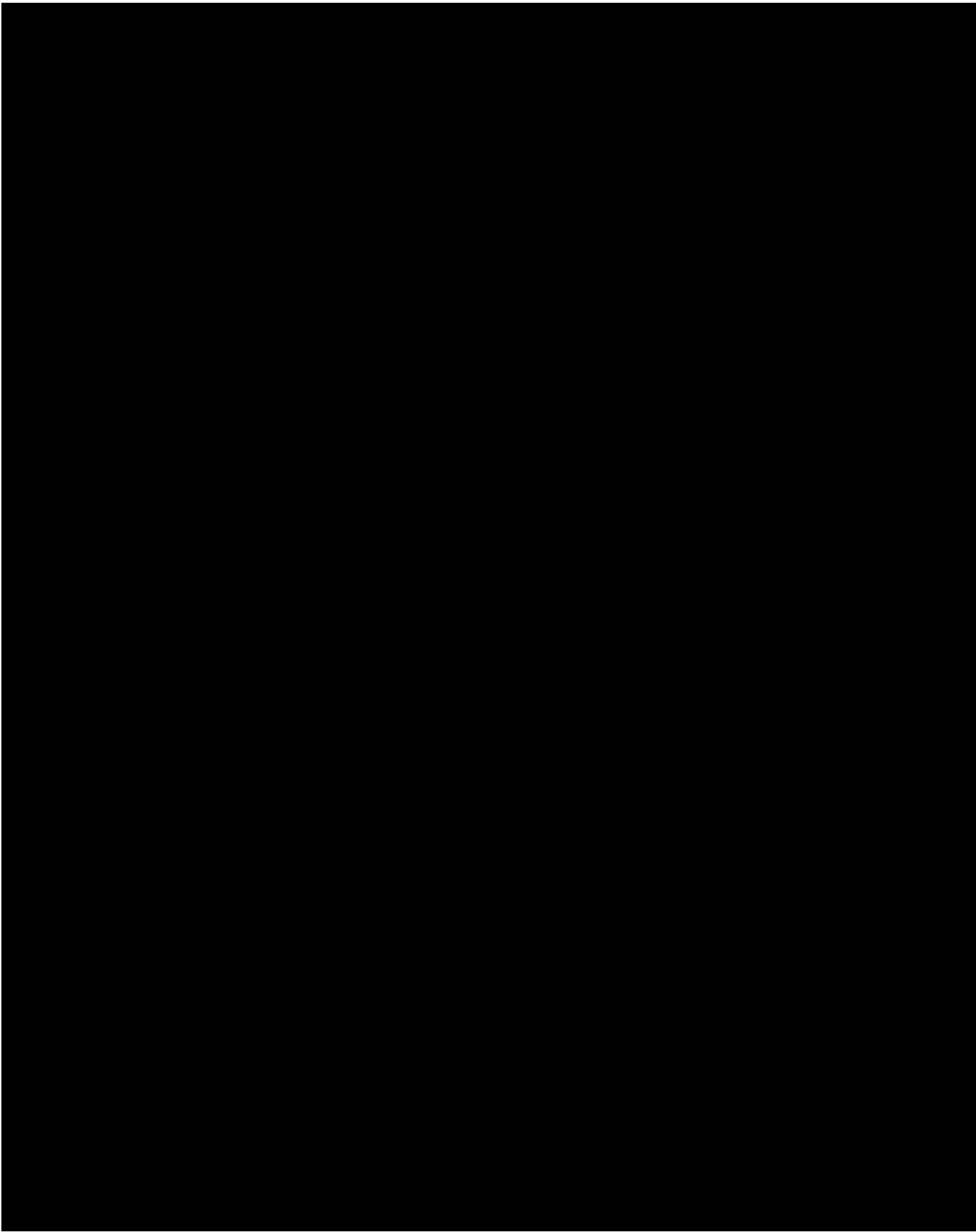
COLLEAGUE SELF-SERVICE (CSS) IMPLEMENTATION - DESCRIPTION OF SERVICES

Overview

The service is provided to implement Colleague Self-Service in the Colleague SaaS environment. The remote service package is structured so clients may launch base CSS functionality for students, budget administrators and employees. Each engagement will review parameters, form specific fields, discuss recommended configuration, troubleshoot configuration, and review production environment readiness.





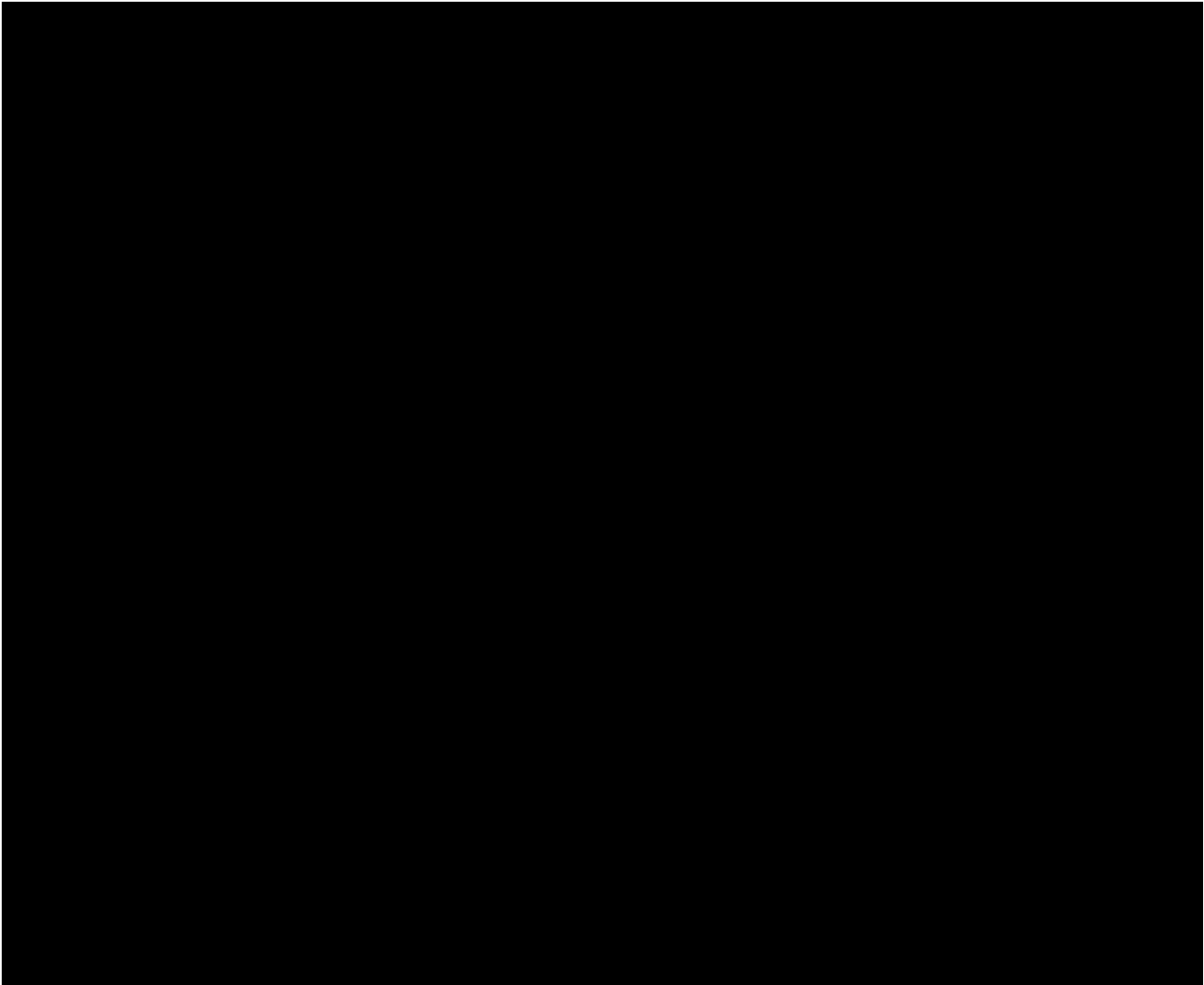




COLLEAGUE STUDENT PLANNING IMPLEMENTATION - DESCRIPTION OF SERVICES

Overview

Ellucian will support the configuration and advisory consulting of the Student Planning functionality within Colleague Student Self-Service to prepare the Client for deployment in Client's SaaS environment.

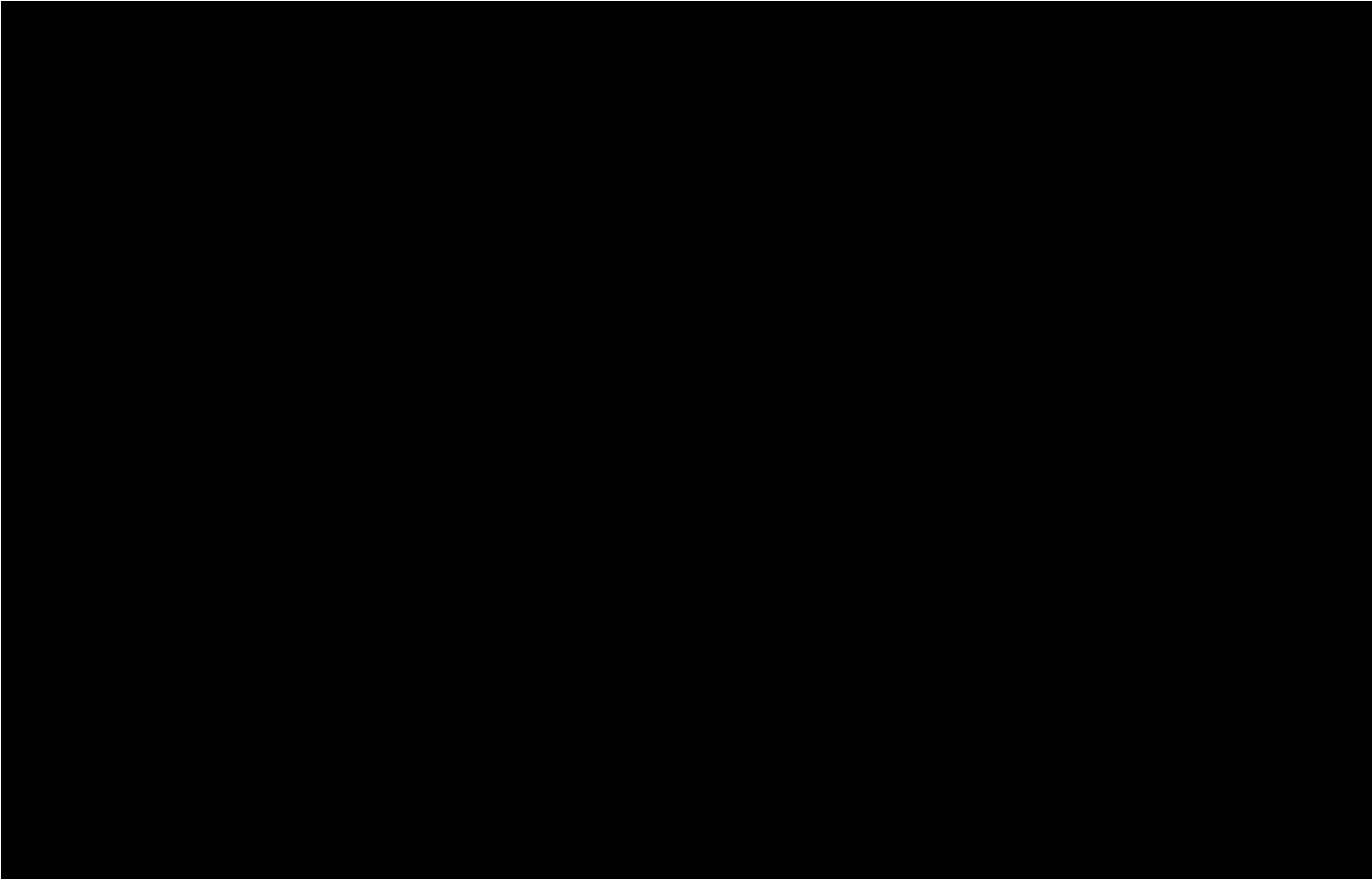




COLLEAGUE FINANCE WORKSHOP - DESCRIPTION OF SERVICES

Overview

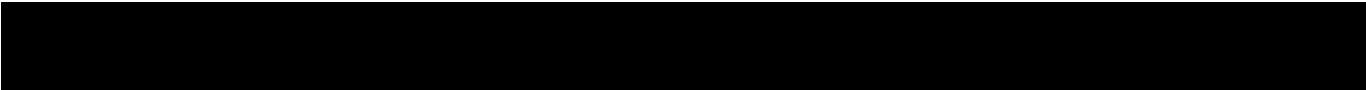
Ellucian will provide an overview, or reintroduction, of Colleague Finance functionality, with attention to the practical knowledge needed to perform activities in relation to the General Ledger, Accounts Payable and Purchasing.



COLLEAGUE STUDENT ADMISSIONS RECRUITMENT AND ADMISSIONS WORKSHOP - DESCRIPTION OF SERVICES

Overview

Ellucian will provide a workshop on Colleague Student Recruitment and Admissions functionality.

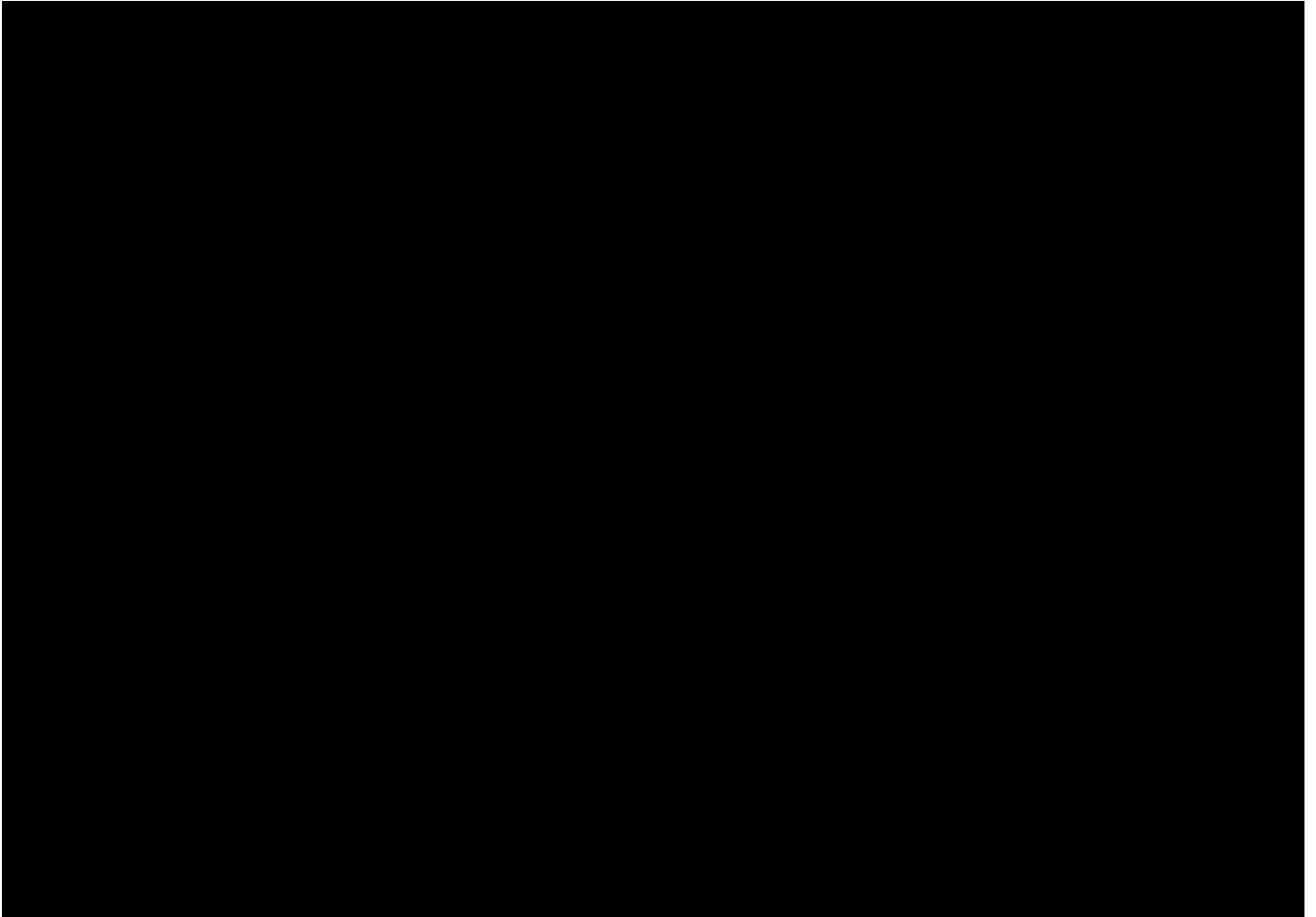


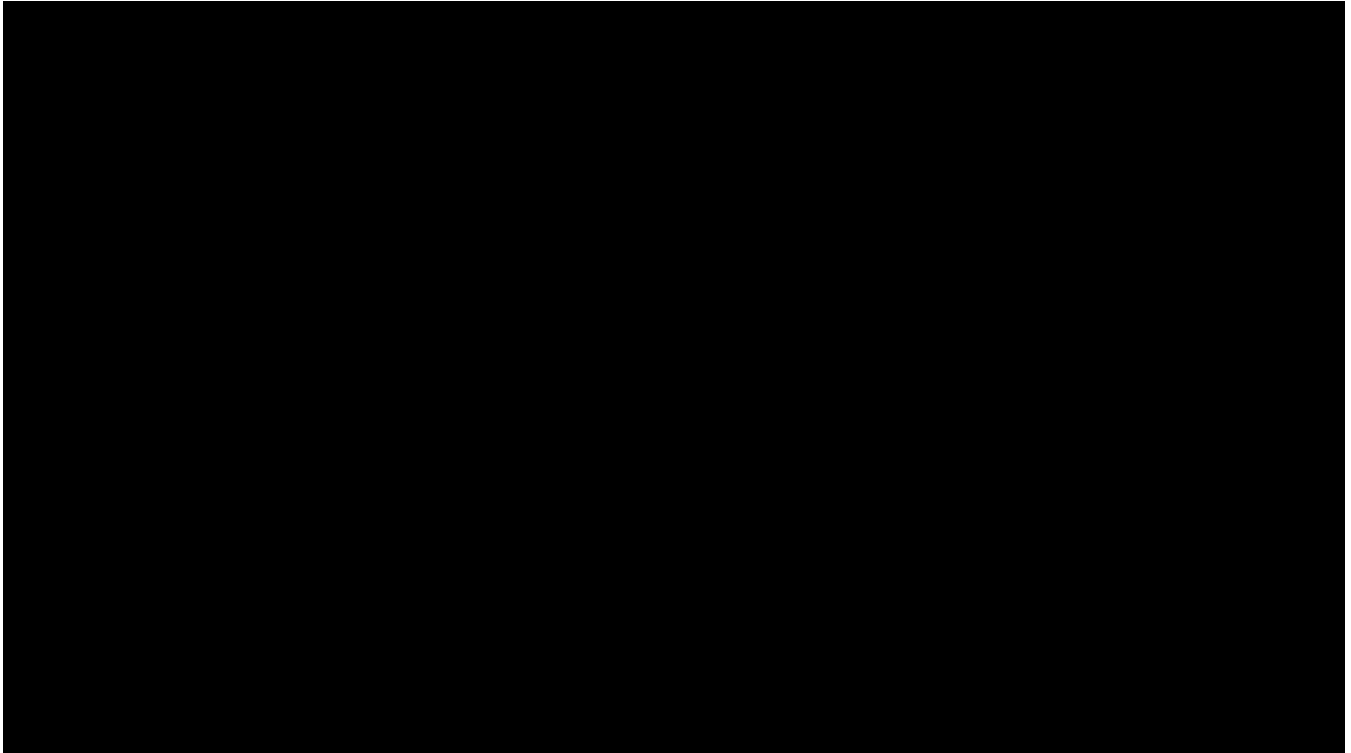


COLLEAGUE STUDENT REGISTRATION AND ACADEMIC RECORDS WORKSHOP - DESCRIPTION OF SERVICES

Overview

The Registration and Academic Records Workshop will provide participants with the practical knowledge needed to perform activities that support enrollment management and student services.

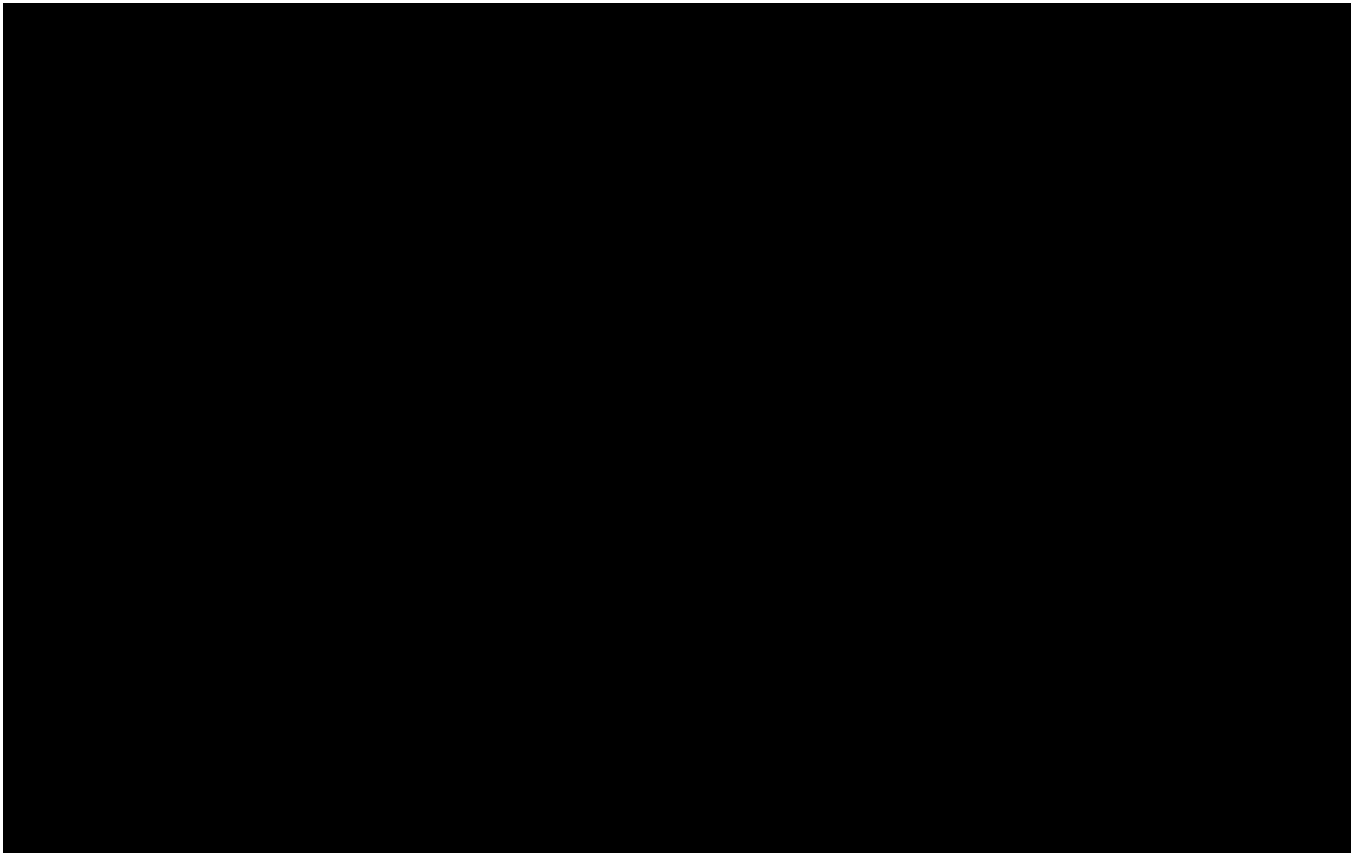




COLLEAGUE STUDENT DEGREE AUDIT WORKSHOP - DESCRIPTION OF SERVICES

Overview

Ellucian will provide training on Colleague Degree Audit functionality.

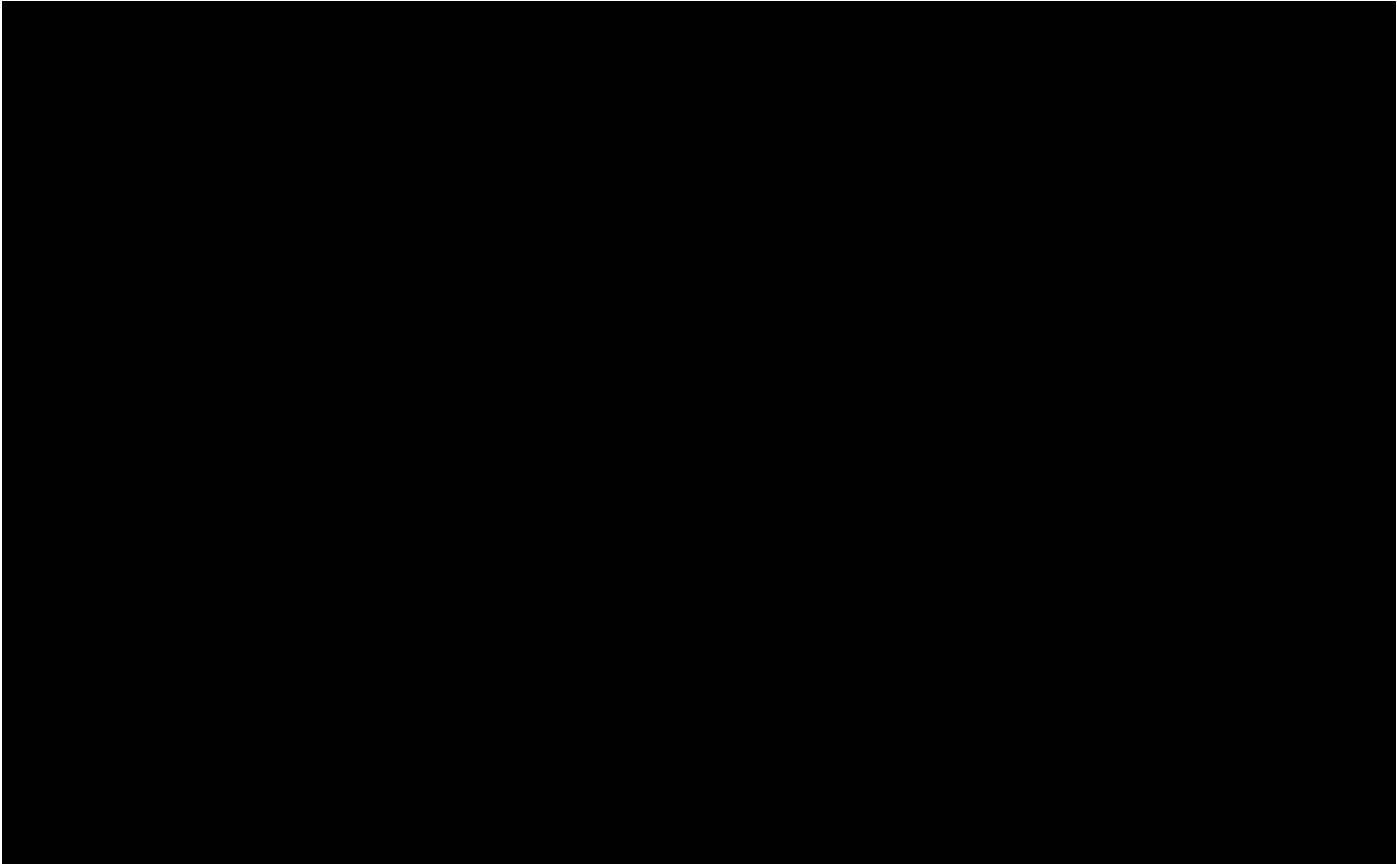




COLLEAGUE ACCOUNTS RECEIVABLE (“AR”) AND CASH RECEIPTS (“CR”) WORKSHOP - DESCRIPTION OF SERVICES

Overview

Ellucian will provide services on the relevant aspects of the AR/CR module and processes.

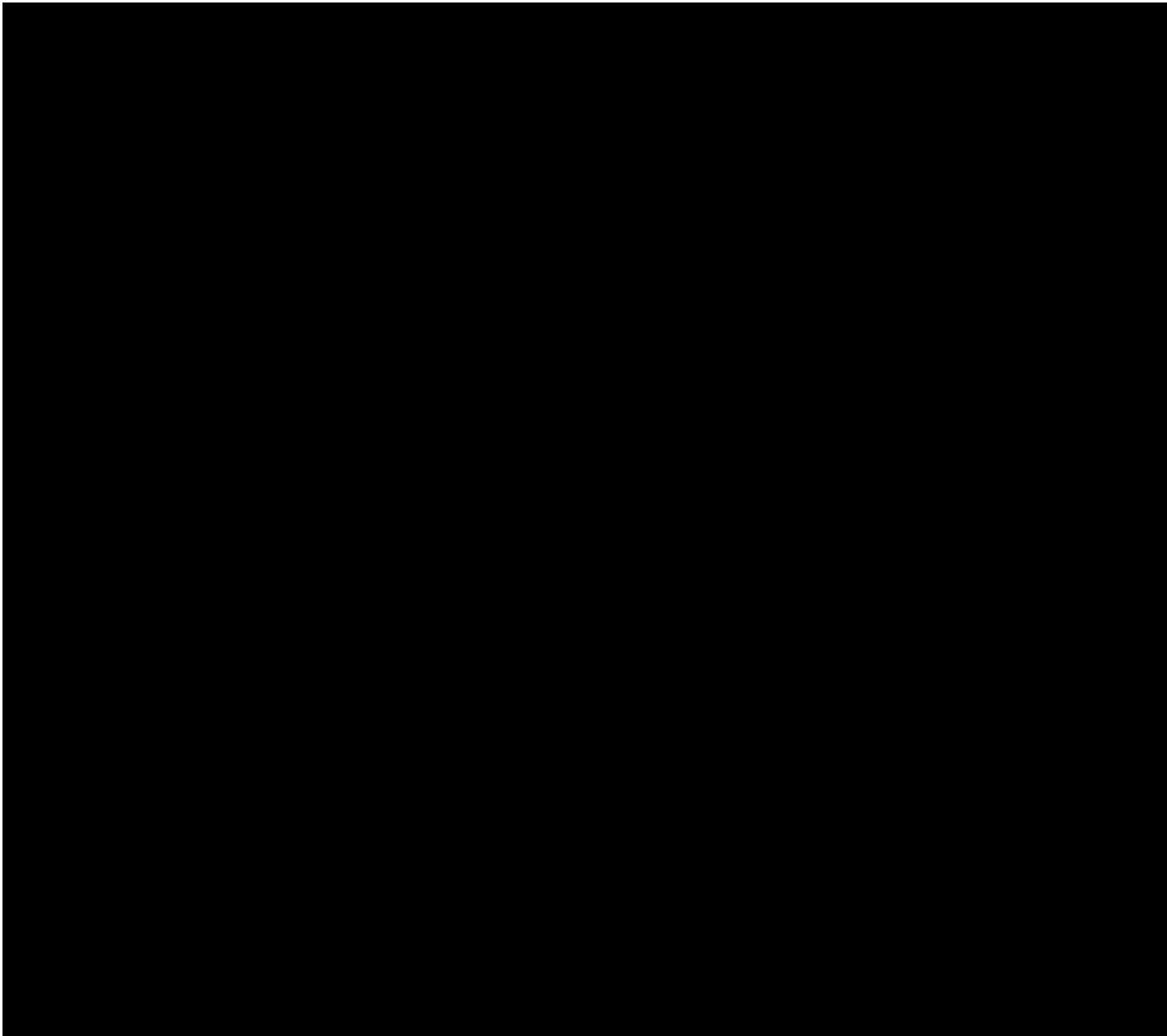


COLLEAGUE FINANCIAL AID WORKSHOP - DESCRIPTION OF SERVICES

Overview

Ellucian will provide an overview, or reintroduction, of Colleague Financial Aid functionality, with a focus on reviewing configurations in comparison Ellucian recommended practices.

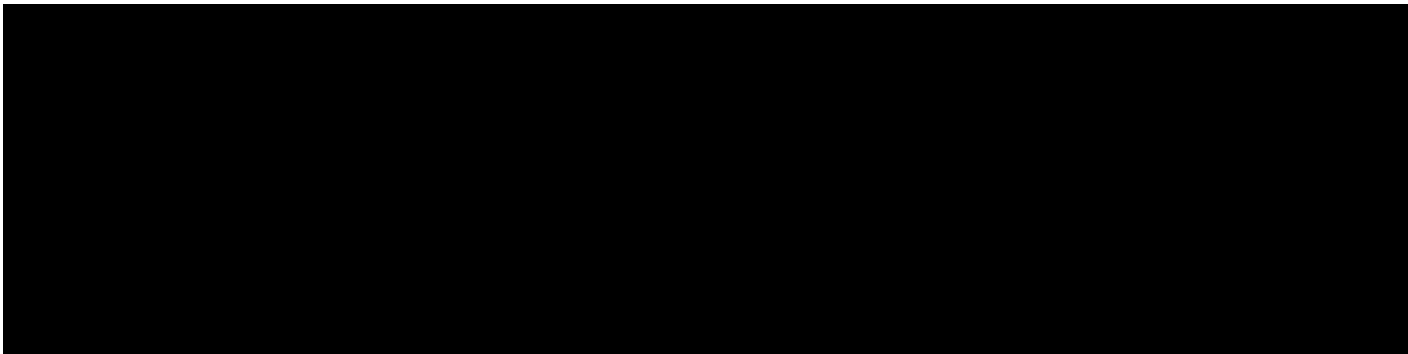


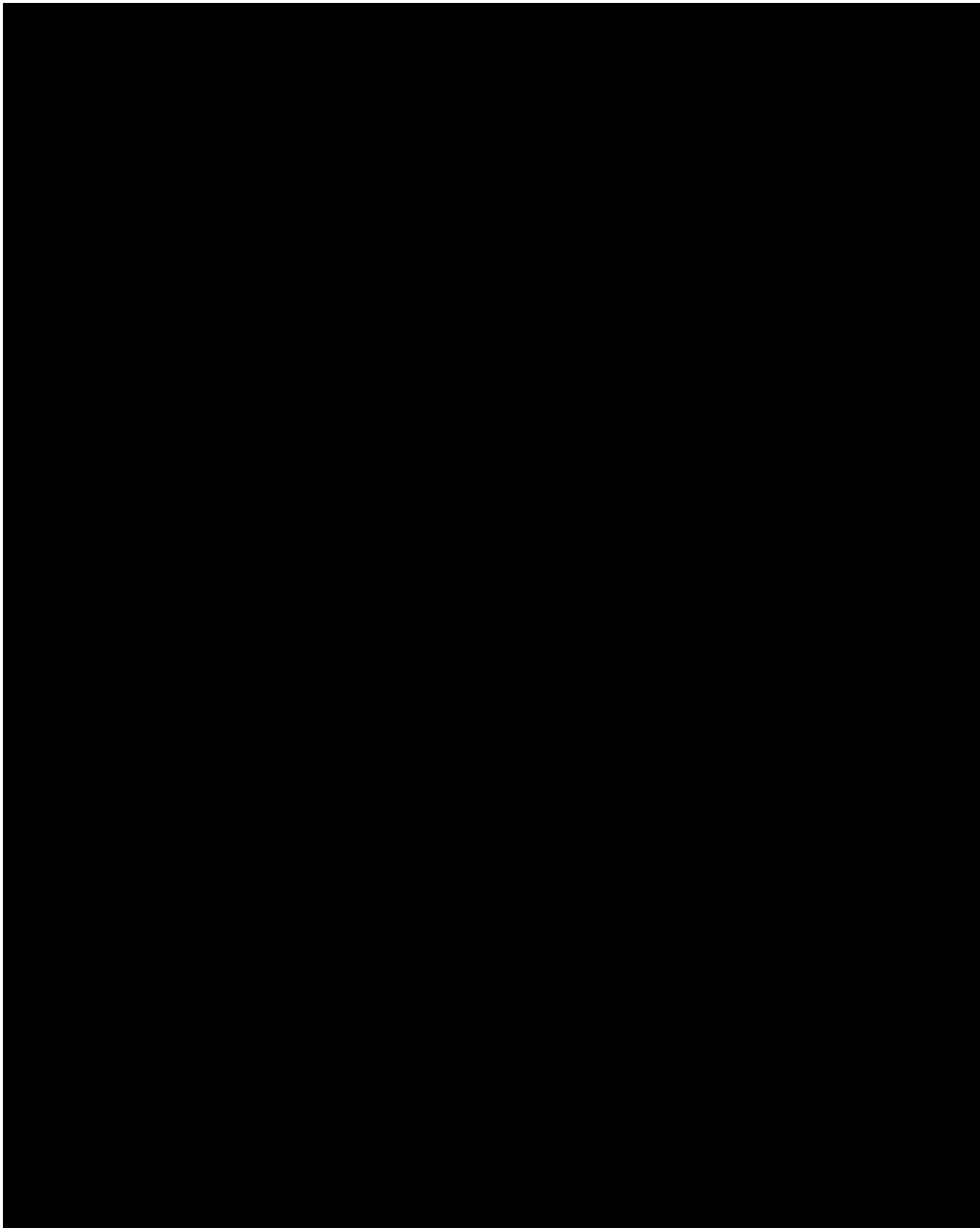


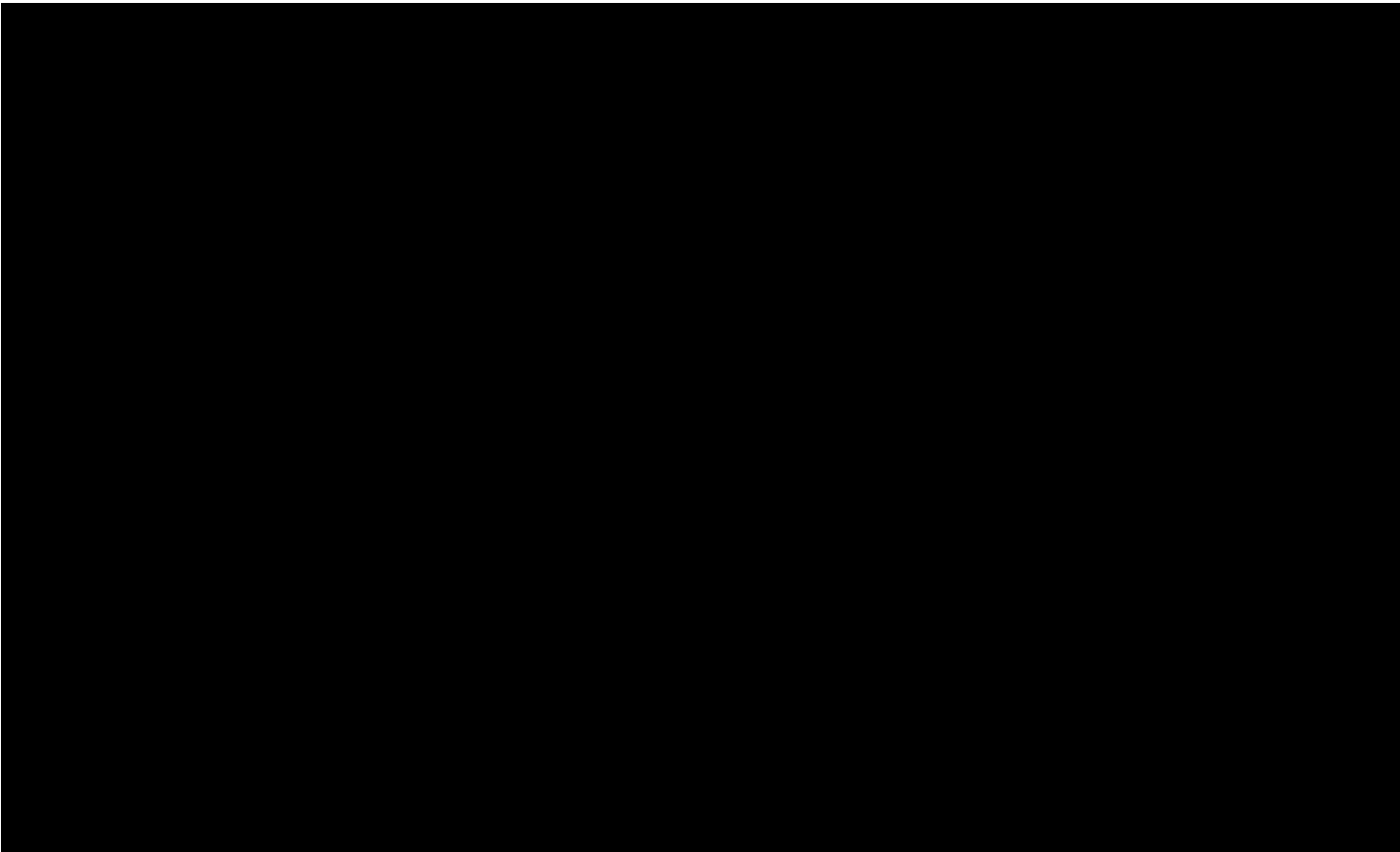
COLLEAGUE DATA MIGRATION AND MAPPING - DESCRIPTION OF SERVICES

Overview

Ellucian will conduct a planning session for development and delivery of a Data Migration timeline, lead mapping engagements, deliver migration programs, and provide support.



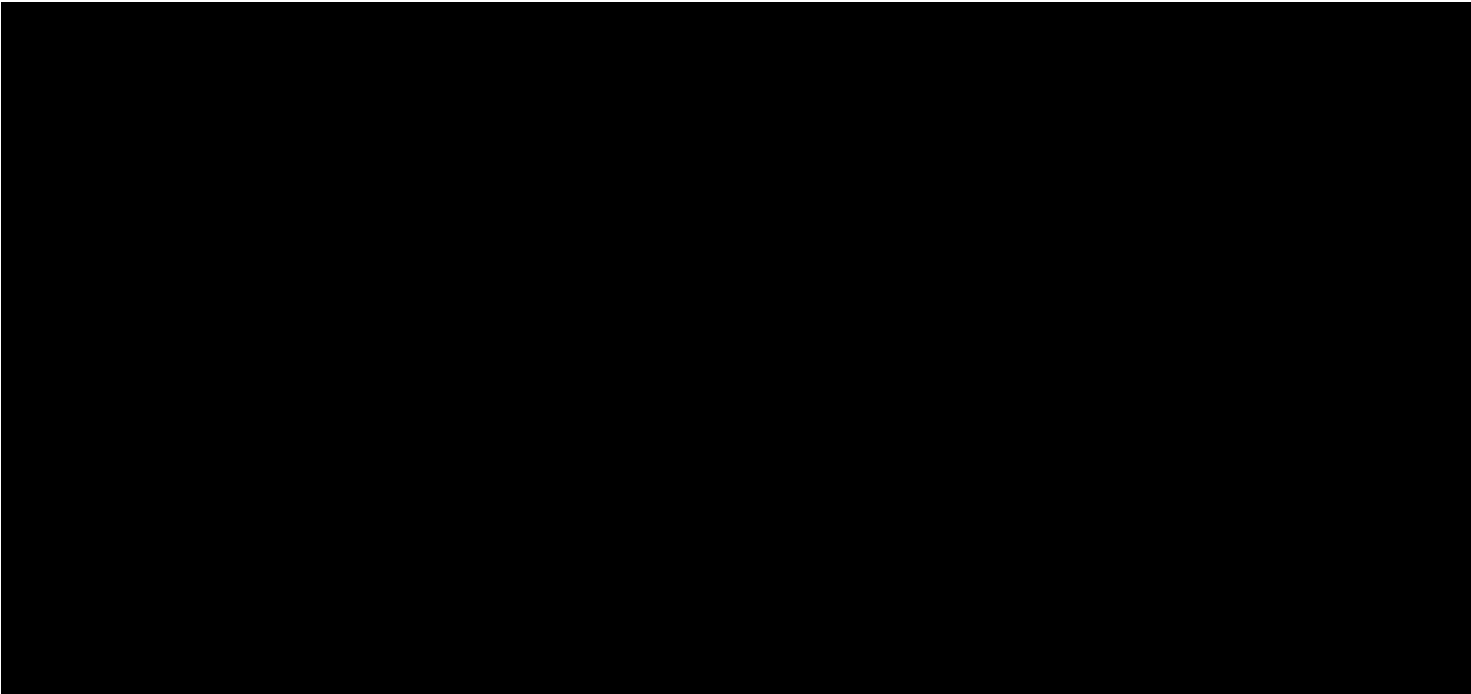




COLLEAGUE CRM RECRUIT CONSULTING – DESCRIPTION OF SERVICES

Overview

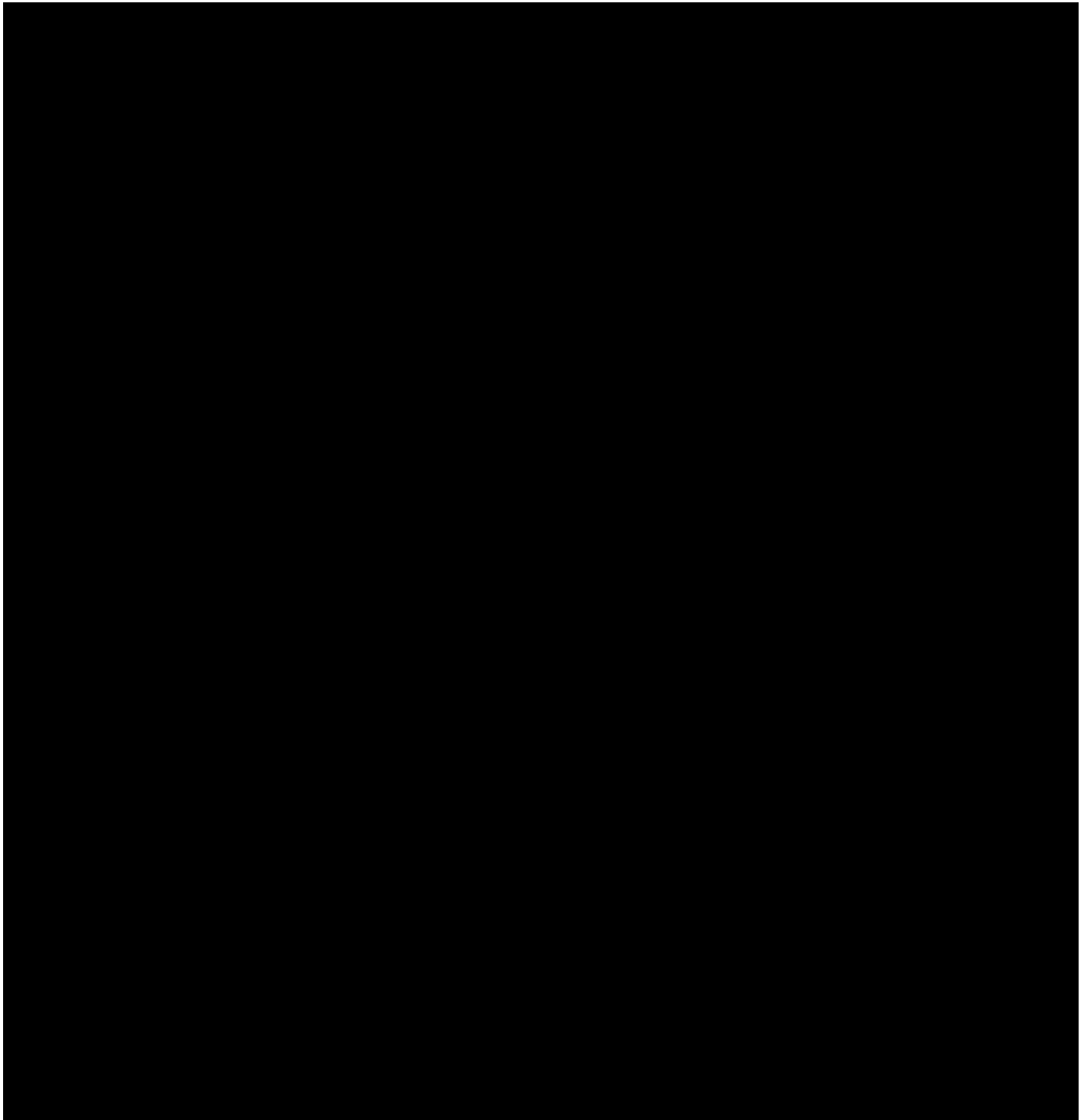
CRM Recruit consulting provides an initial discovery to review and agree upon the consulting topics. Consulting is provided on a time and materials basis. Ellucian will provide consultative support and system education as the Client moves towards the future state identified and agreed upon during the discovery.



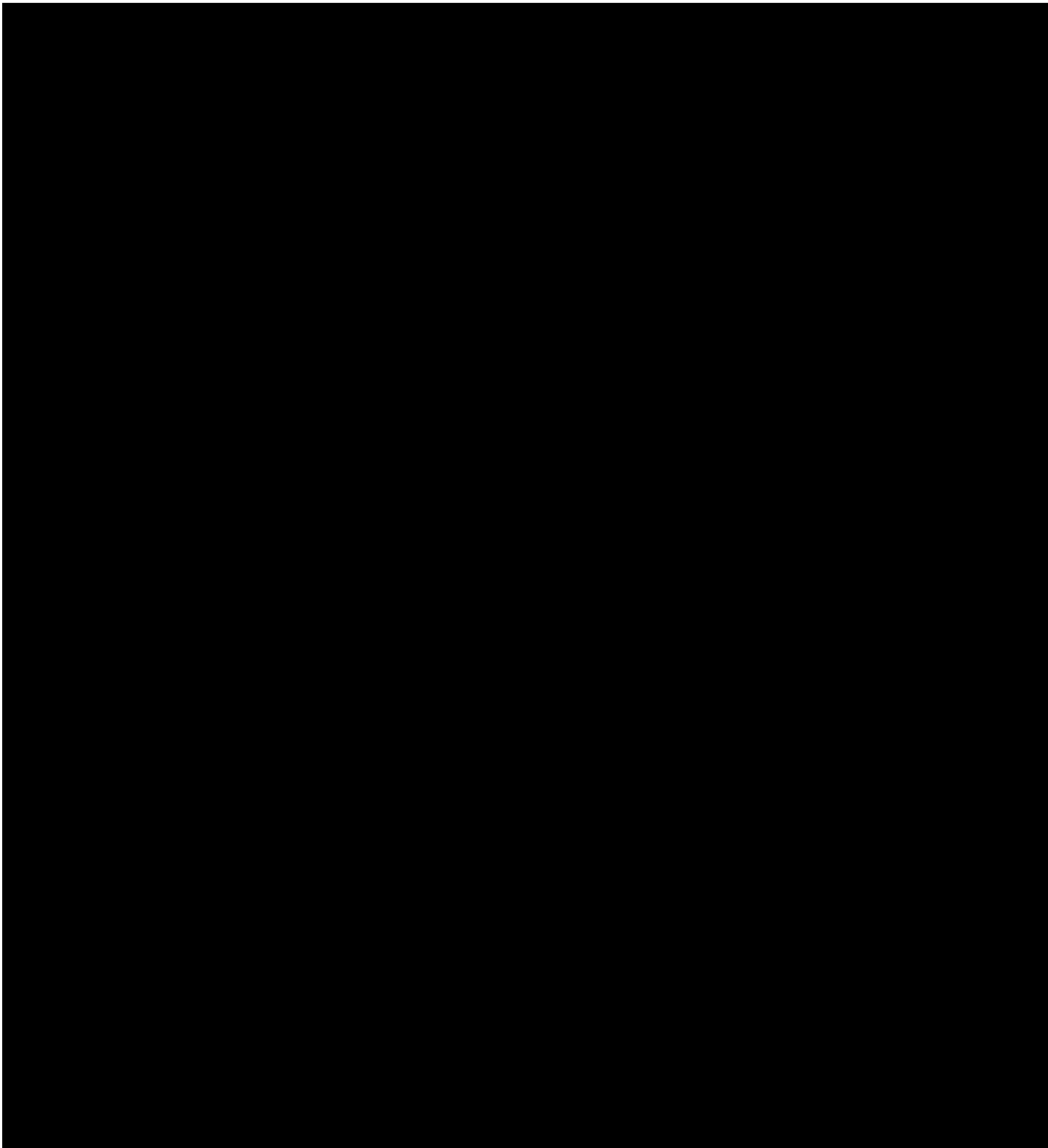
ELLUCIAN CRM ADVISE UPGRADE FOR FLIP - DESCRIPTION OF SERVICES

Overview

Services to support the Flip to SaaS.



CLOUD OPERATIONS ON-PREMISE TO SAAS CONVERSION (FIXED FEE) SERVICE DESCRIPTION



ELLUCIAN WORKFLOW WORKSHOP - DESCRIPTION OF SERVICES

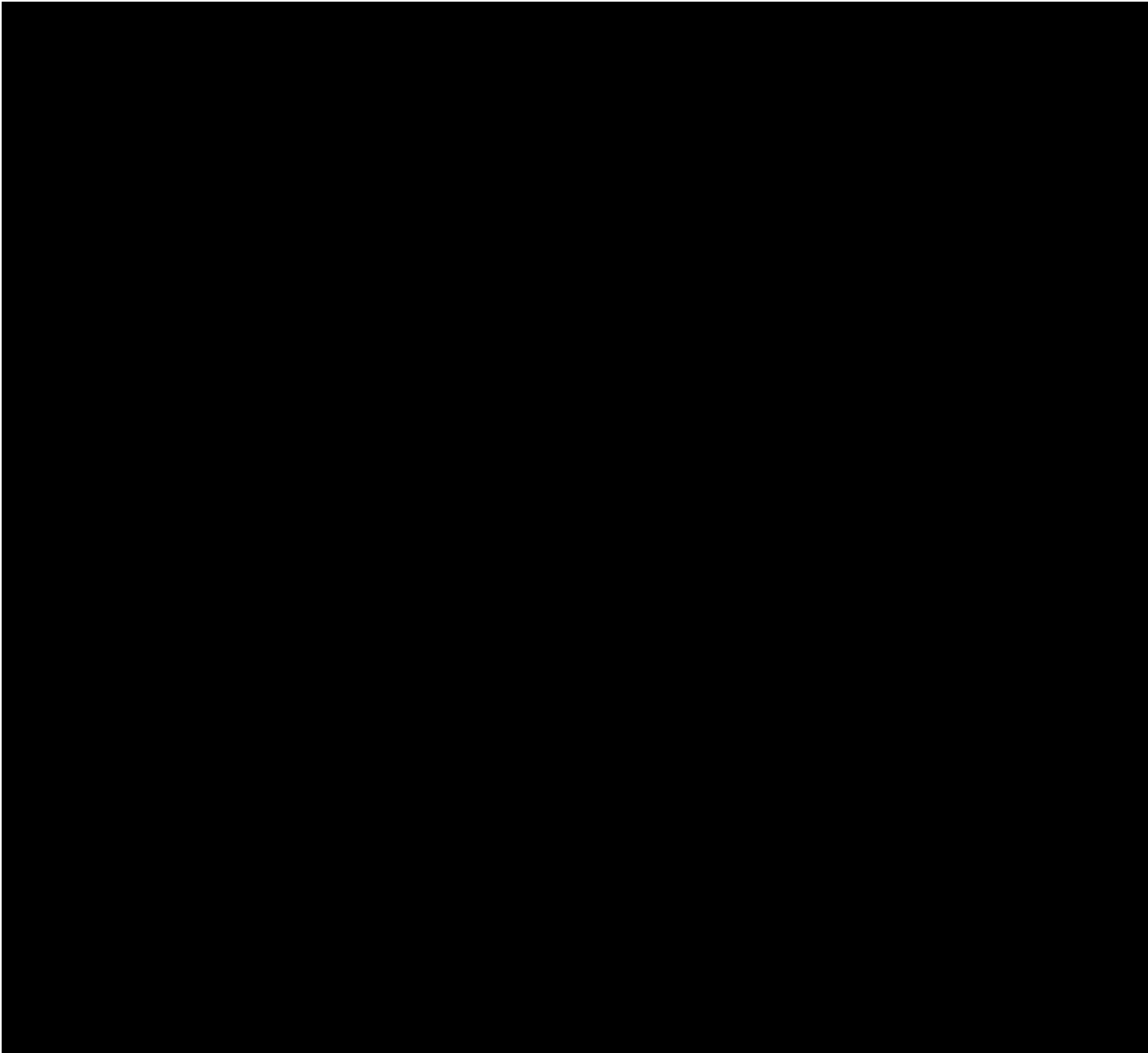
Overview



COLLEAGUE REPORTING ENTRINSIK INFORMER CONSULTING - DESCRIPTION OF SERVICES

Overview

The services for Entrinsik Informer are designed to help the Client report against Colleague or the College Operational Data Store (“ODS”) using Entrinsik Informer.

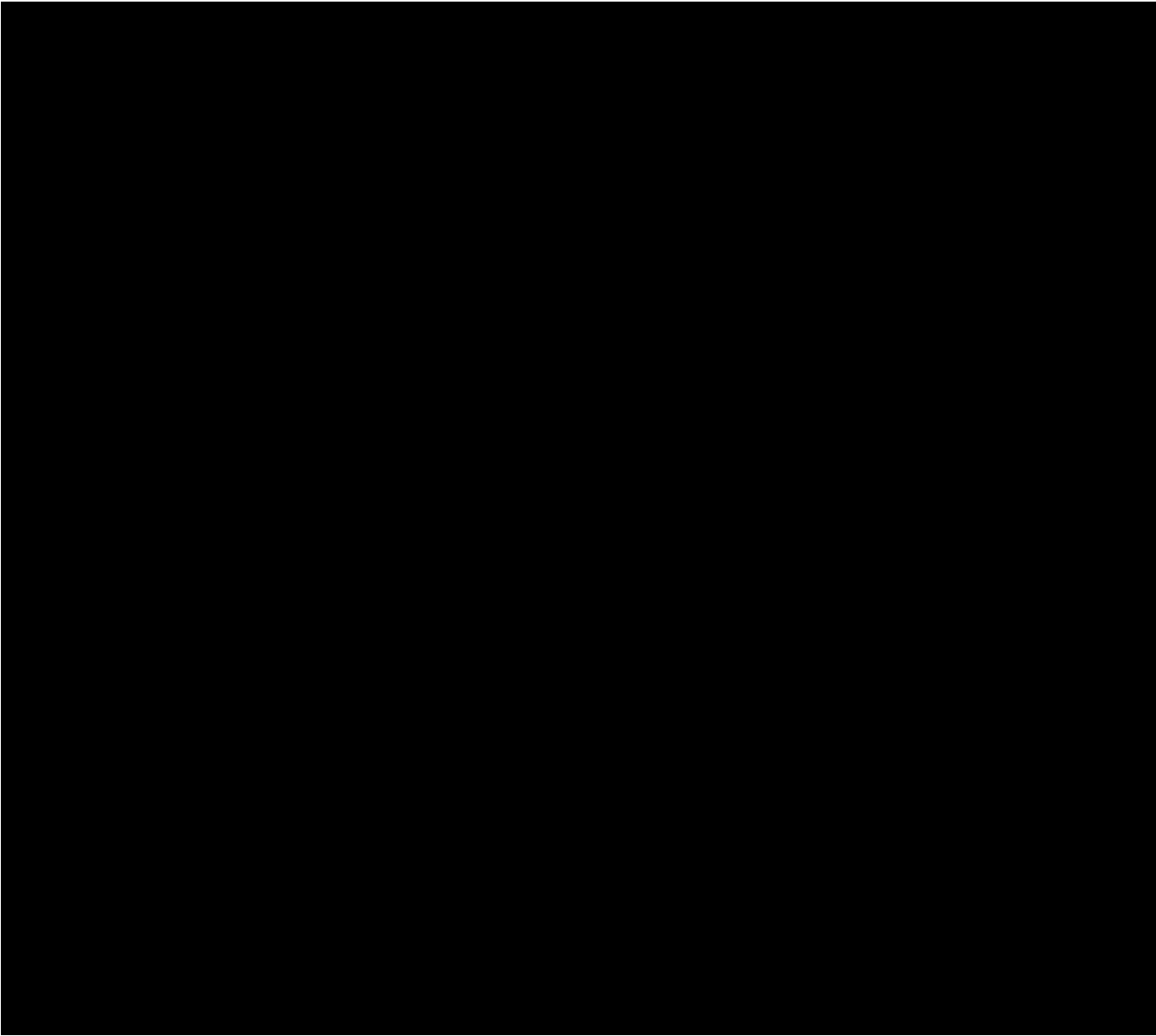




INTELLIGENT LEARNING PLATFORM IMPLEMENTATION – DESCRIPTION OF SERVICES

Overview

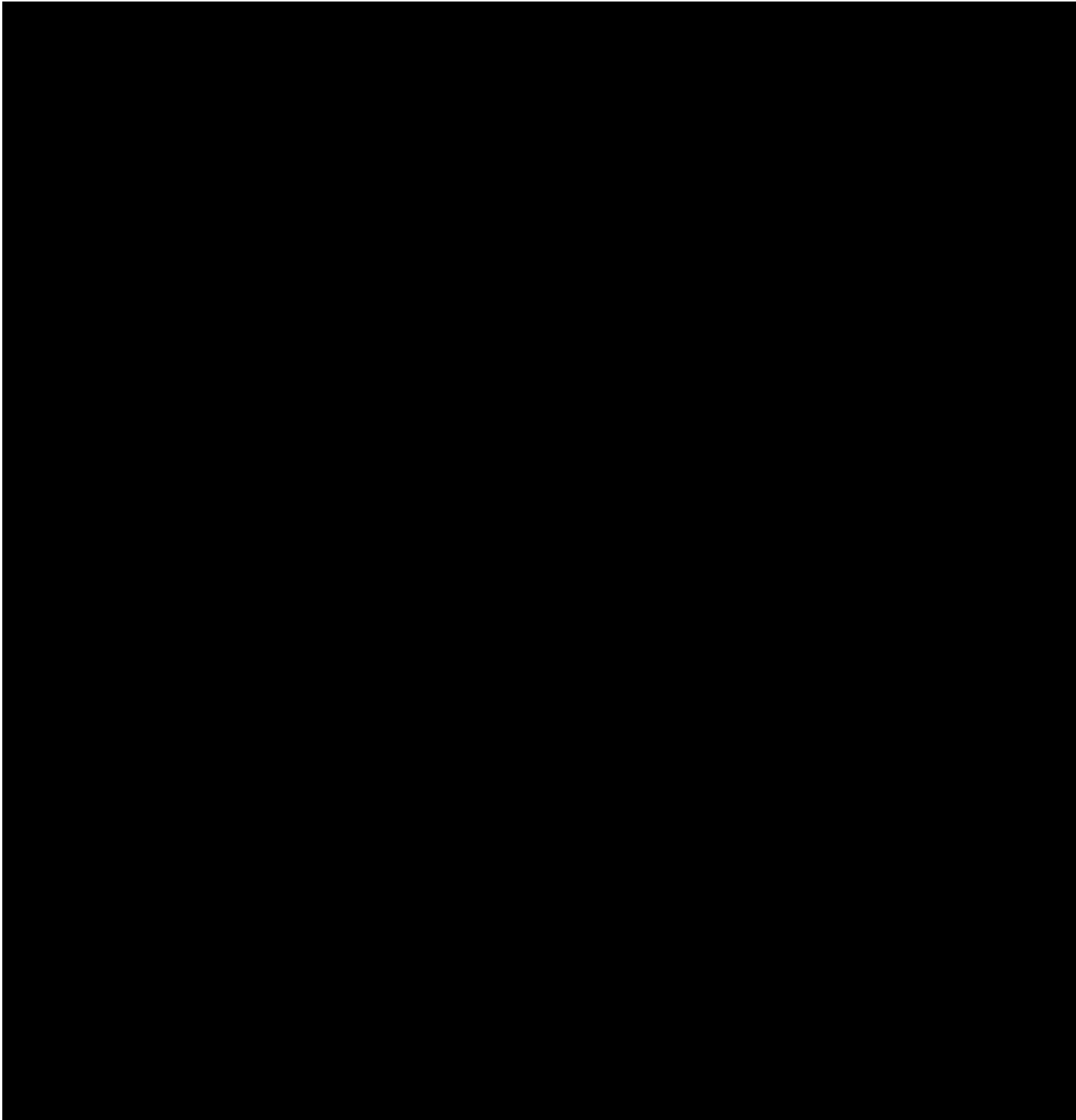
Ellucian will conduct functional workshops designed to review and configure Intelligent Learning Platform (“ILP”) settings using Ethos to support the Client’s integration requirements between a single LMS and Colleague.



ETHOS INTEGRATION ESSENTIALS – DESCRIPTION OF SERVICES

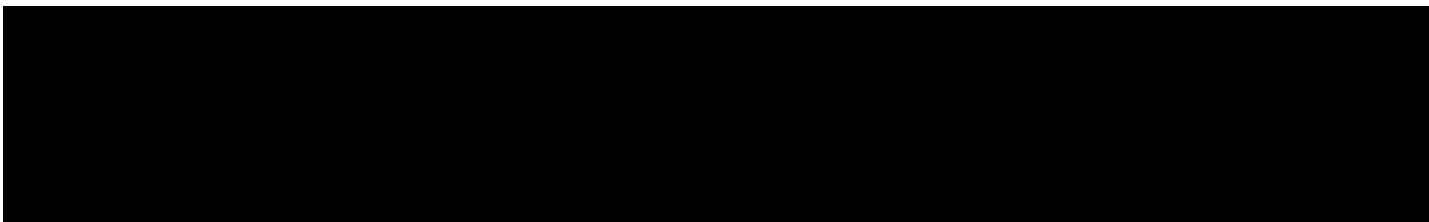
Overview

Ellucian will integrate Ethos with the Ellucian Colleague.



ETHOS INTEGRATION ARCHITECTURE AND DESIGN WORKSHOP DESCRIPTION OF SERVICES

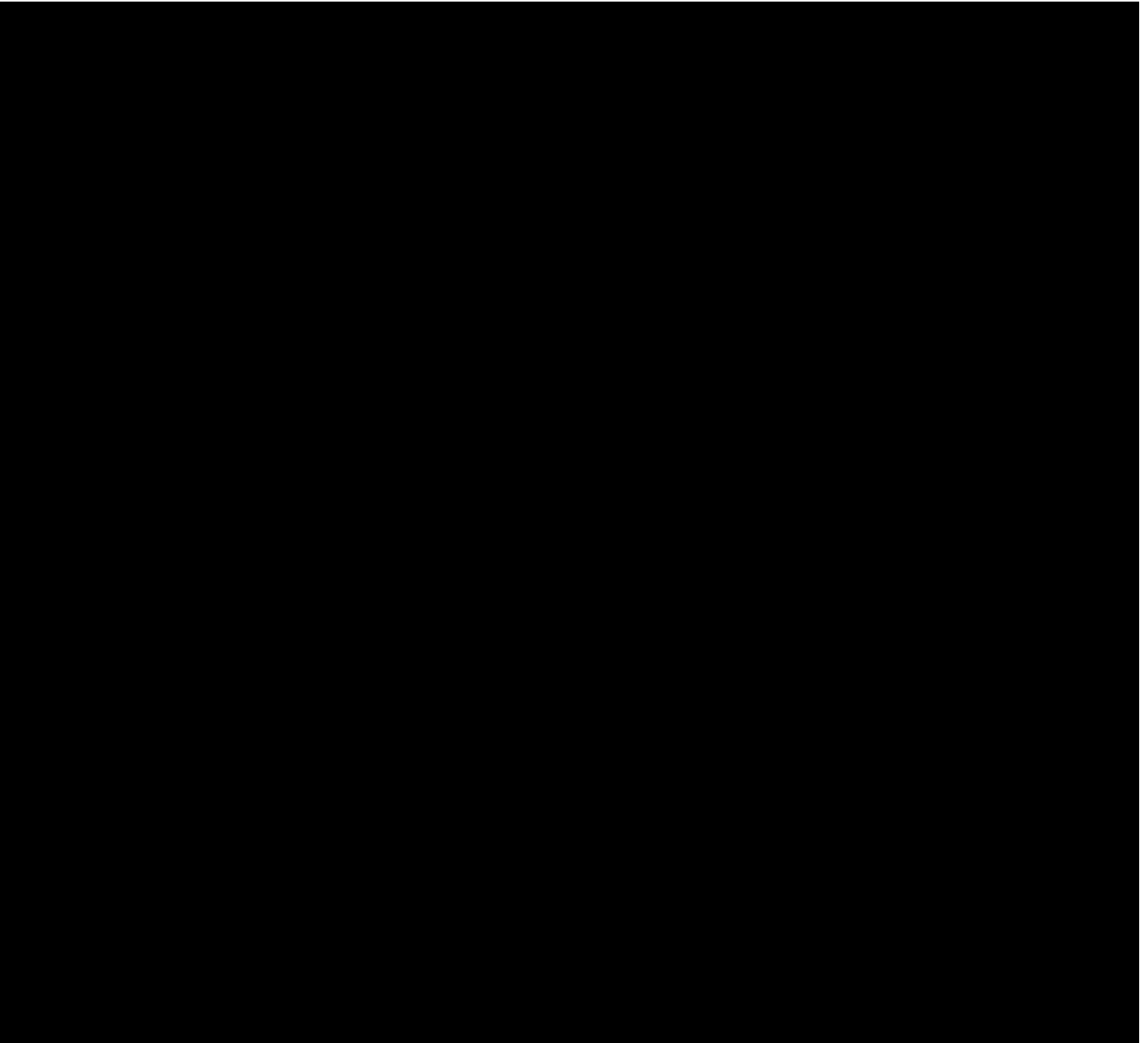


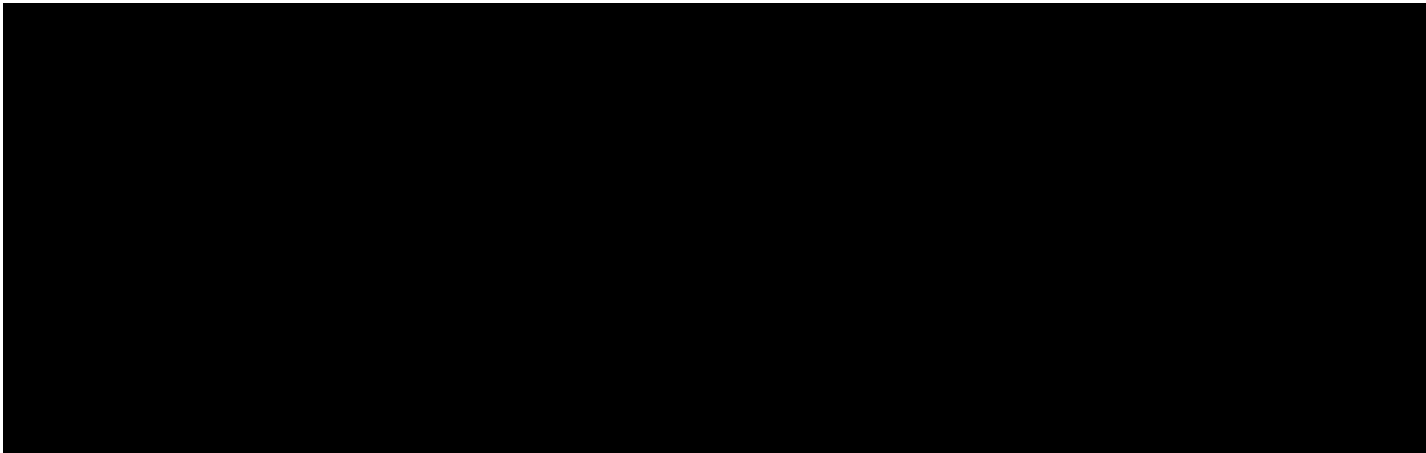


INTEGRATION ARCHITECTURE AND PLANNING - DESCRIPTION OF SERVICES

Overview

The Integration Architecture and Planning (“IAP”) service is defined to identify points of integration between Ellucian Software and the agreed upon Client 3rd party/in-house systems subset. The service provides a set of recommendations to provide operational continuity of integrations over the course of an ERP implementation project and achieve an overall institutional architecture for systems integrations.

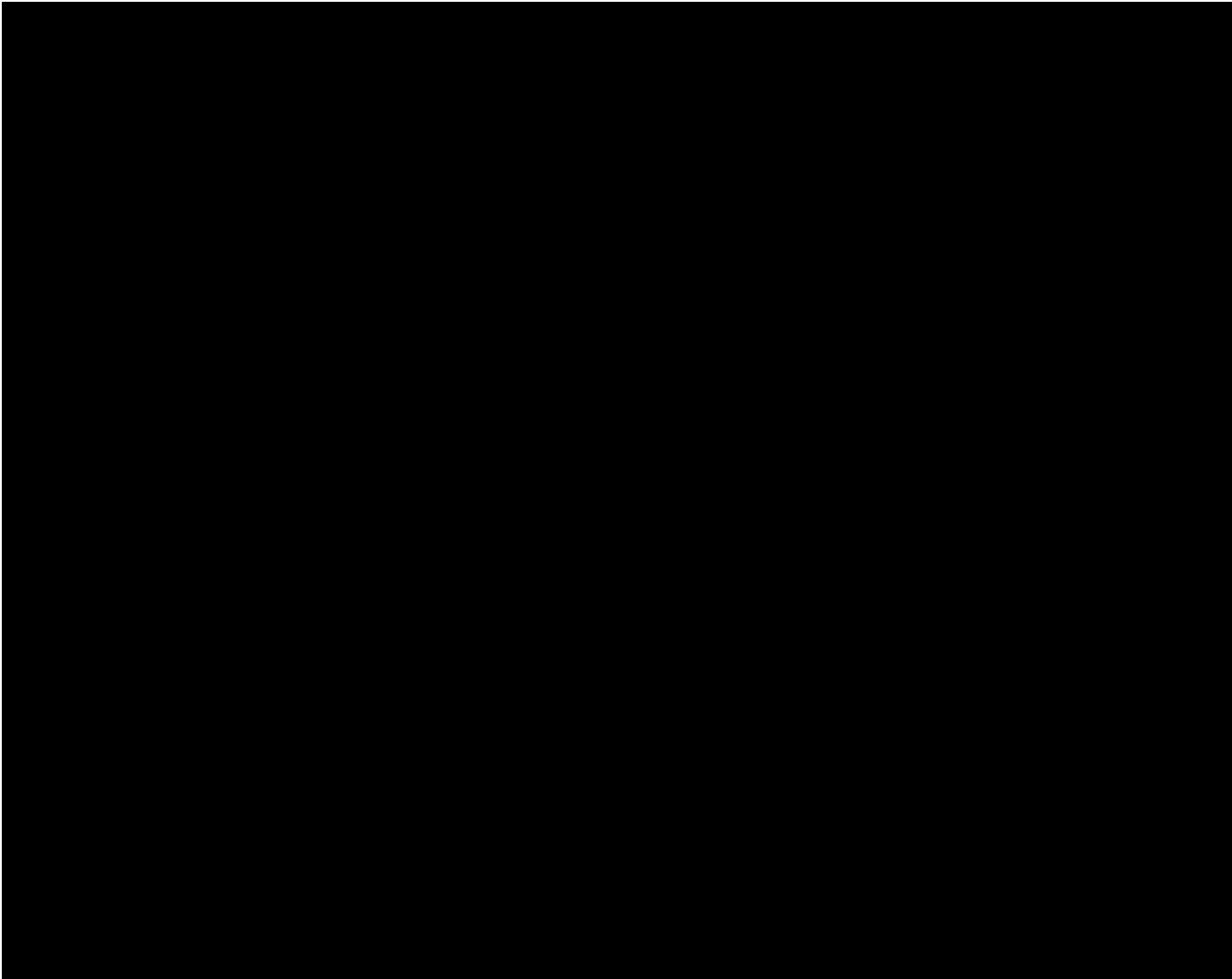


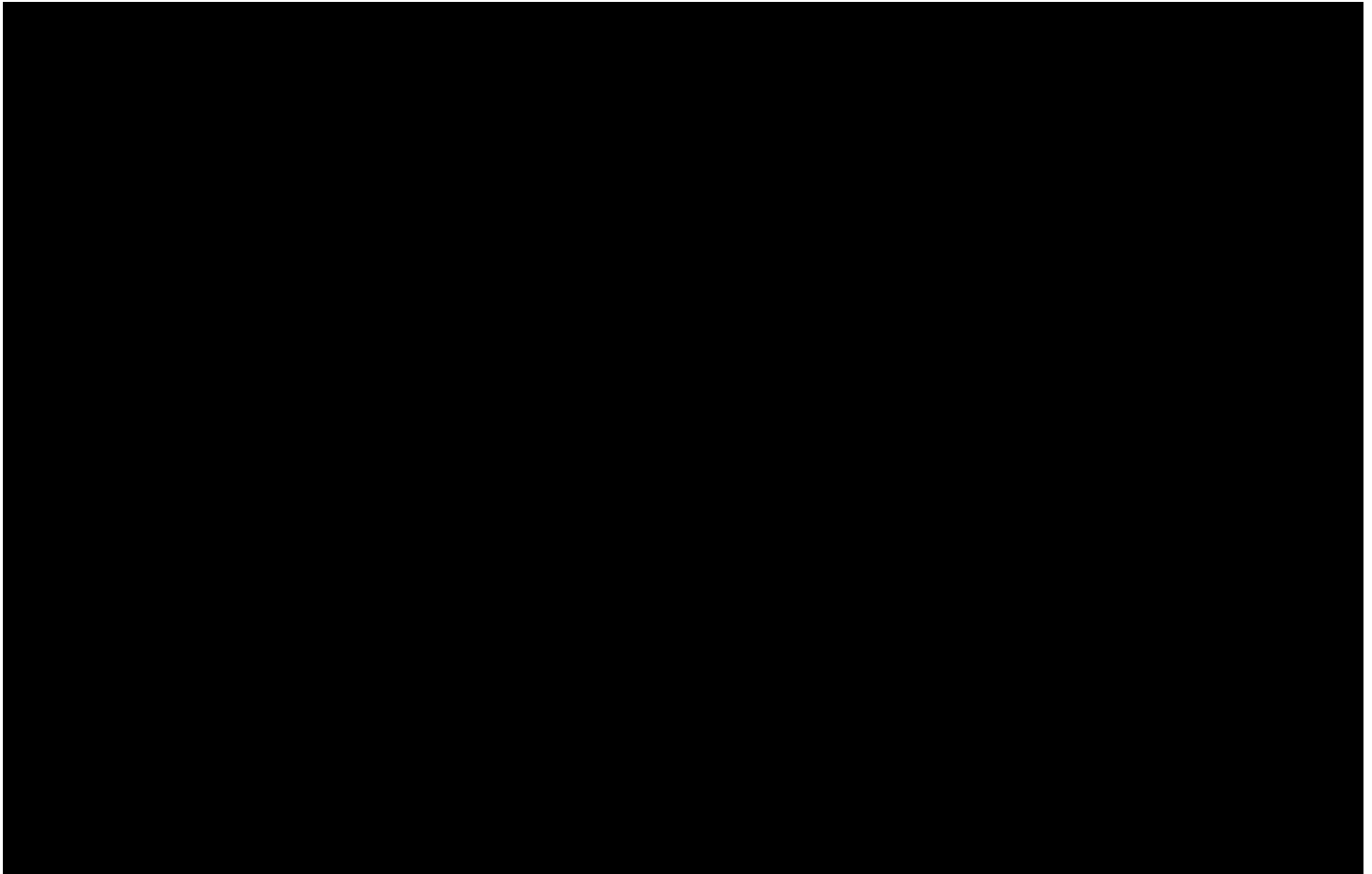


COLLEAGUE TECHNICAL CONFIGURATION AND SECURITY – DESCRIPTION OF SERVICES

Overview

Ellucian will conduct a technical configuration, system administrator fundamentals, and security class strategy consulting for Colleague Security Services.

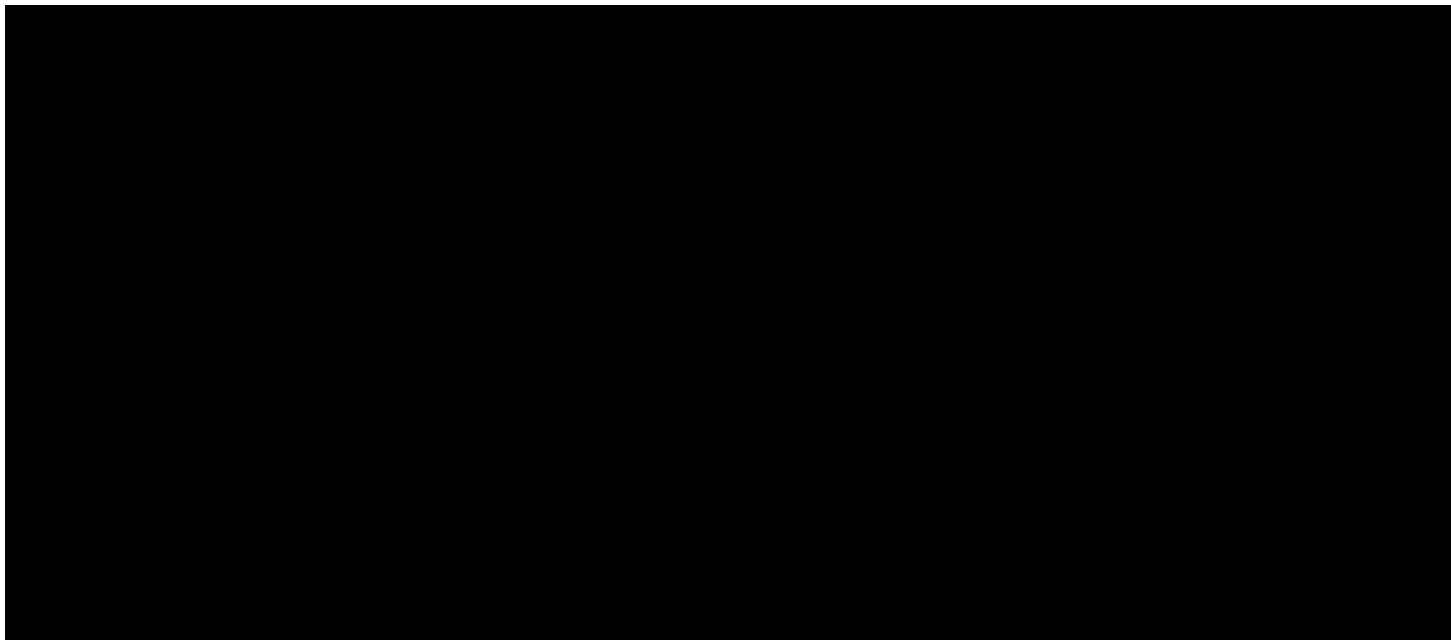


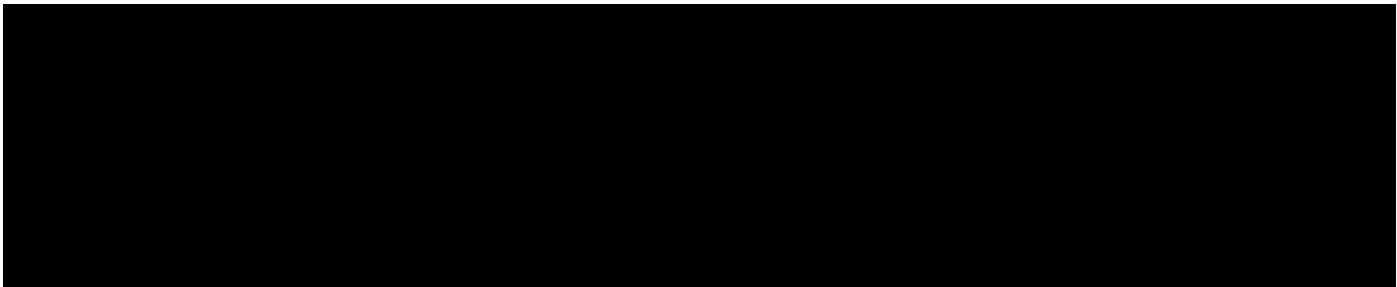


COLLEAGUE CUSTOM DE-MODIFICATION AND COMPLIANCE - DESCRIPTION OF SERVICES

Overview

Colleague Custom De-modification and Compliance service is intended to aid Client in packaging SaaS compliant customizations from their on-premise system based on the recommendations and Client decisions to prepare for a migration.

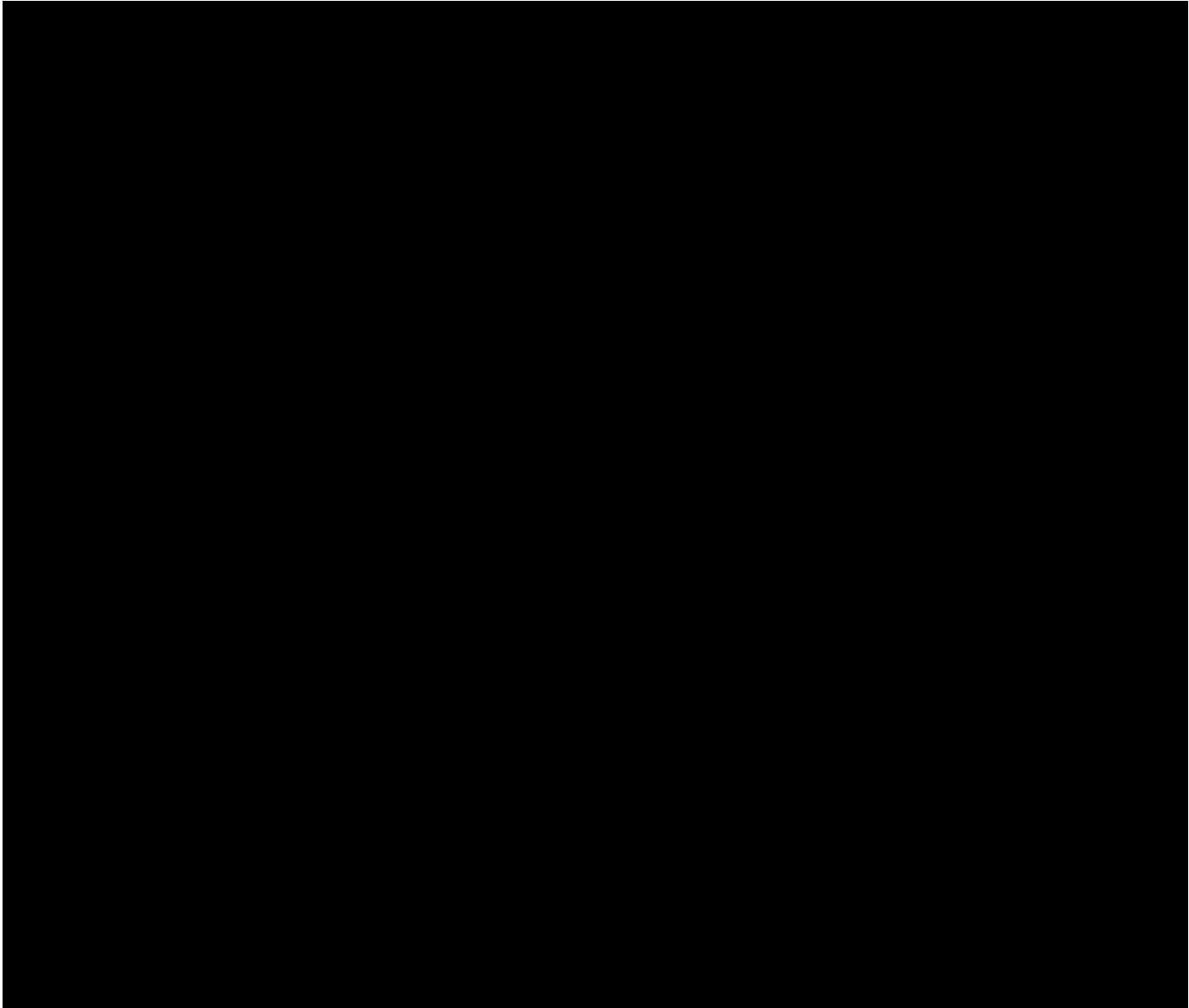




IDENTITY MANAGEMENT TACTICAL PLANNING – DESCRIPTION OF SERVICES

Overview

The Identity Tactical Planning service helps to align the Client’s short-term identity management tactical plan to their long-term goals through a tactical architecture and planning session.

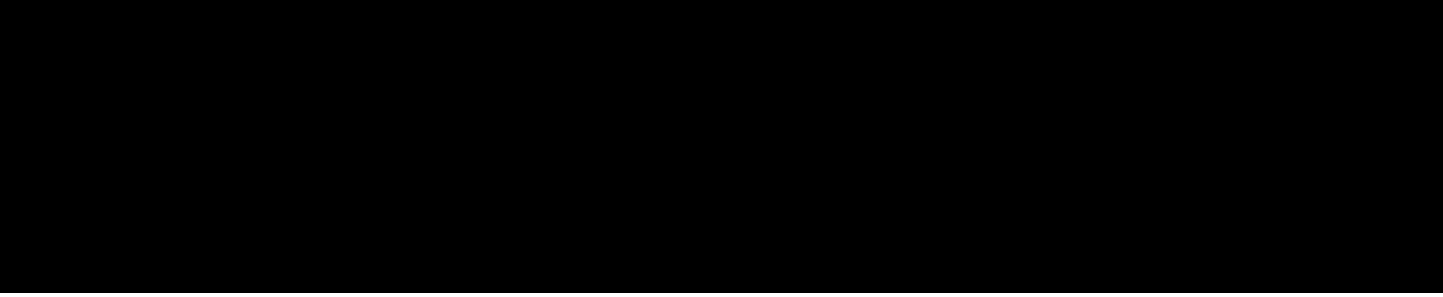


MANAGEMENT CONSULTING GOVERNANCE PLANNING – DESCRIPTION OF SERVICES

Overview

The Governance Planning Service supports the Client in the establishment of a working foundation for decision-making and management of department or program activities in support of institutional goals. The objective of the structure will be to:

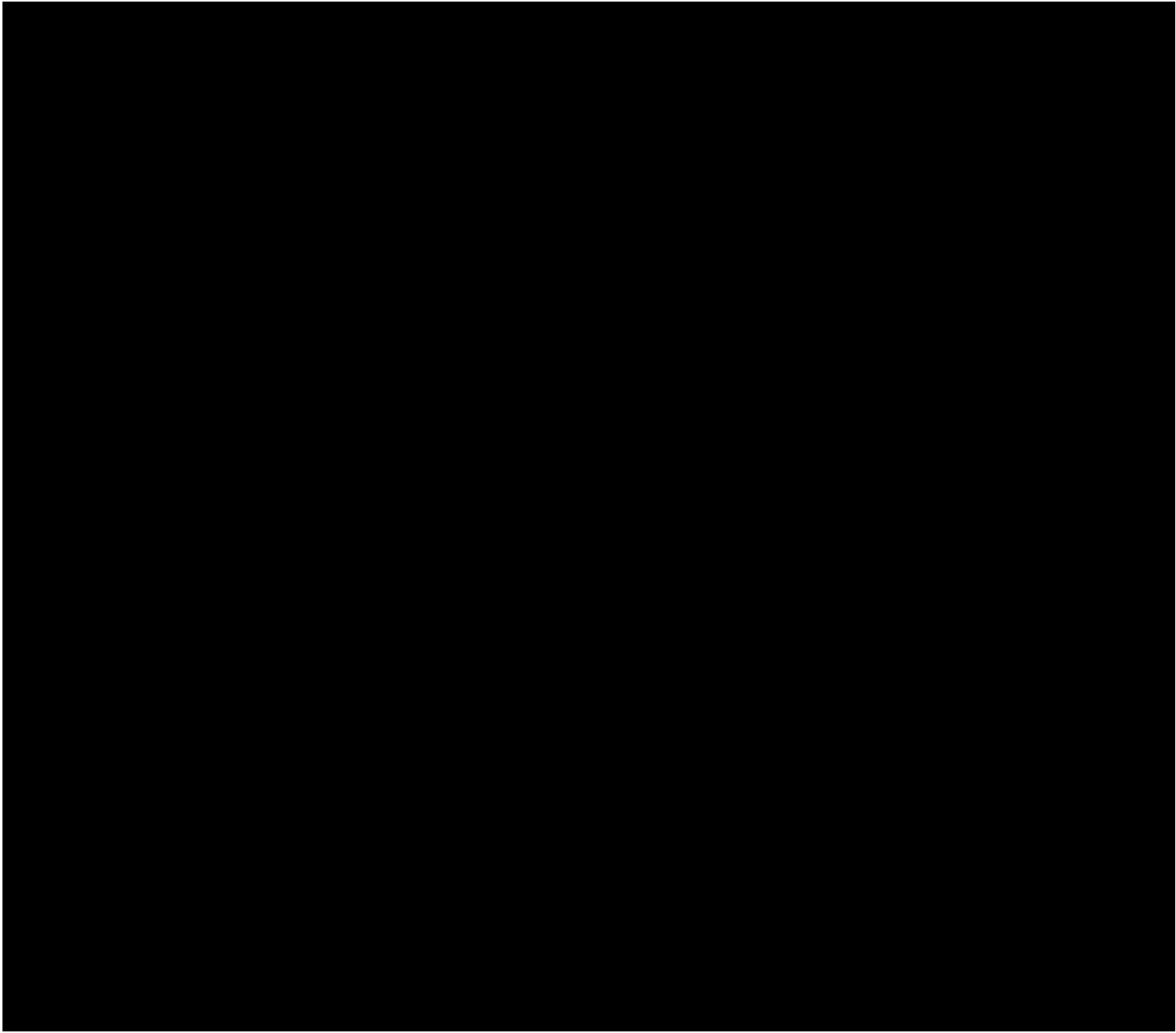
- Assist the president, cabinet members, or other officers in determining appropriate policy and procedure for strategic decision making involving technology;
- Aid in the establishment and implementation of a governance committee to aid in setting direction and priorities on departmental or program related matters;
- Develop a means for policy and procedure governance that will be implemented by the department or program, its governance committee, or other offices as deemed appropriate;
- Establish a process for overseeing the implementation of strategic and tactical departmental or program plans; and
- Provide a venue for gathering input, sharing information, building consensus, and setting priorities on departmental or program matters.

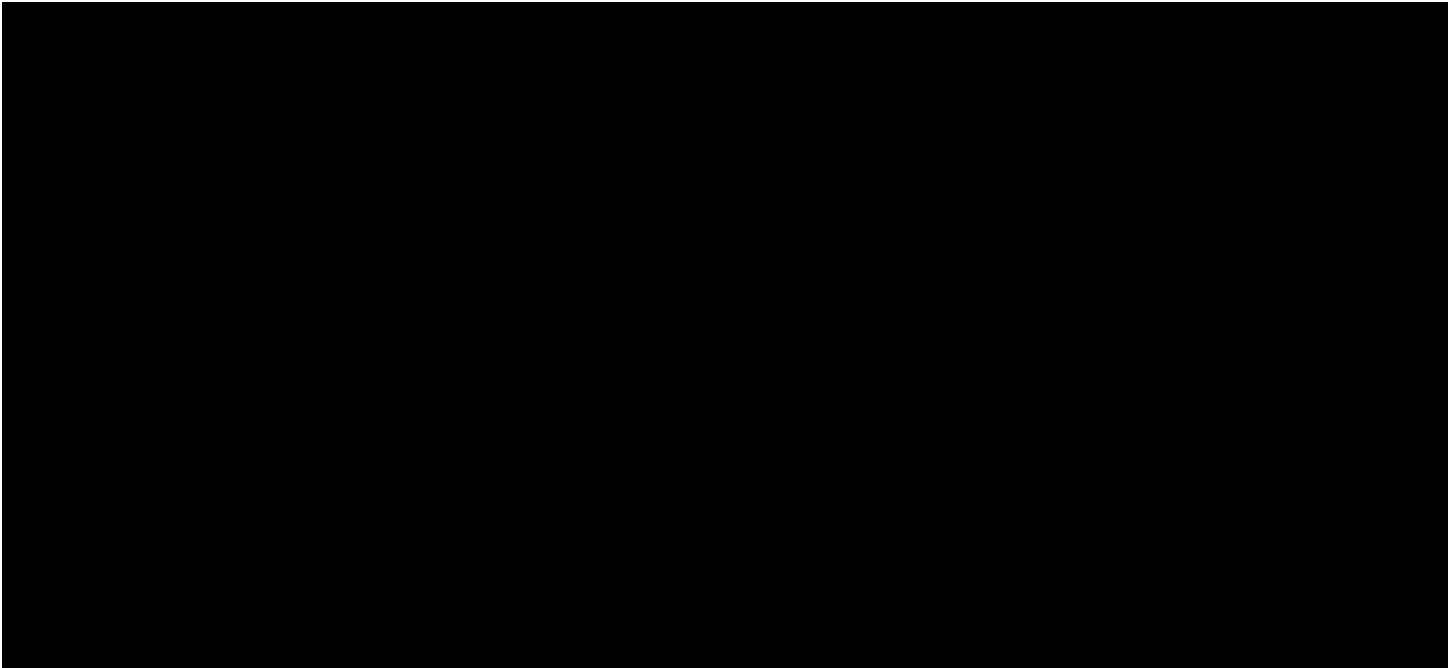


PROJECT MANAGEMENT – DESCRIPTION OF SERVICES

Overview

Ellucian will provide Project Management services to Client using the Ellucian Edge Project Management Methodology.







OFFICE OF THE TREASURER

Thomas Edison State University
111 West State Street
Trenton, New Jersey 08618
Phone: (609) 292-2108 Fax: (609) 984-1193
www.tesu.edu

Request for Proposal:

Enterprise Resource Planning (ERP) Solution

Event	Date	Time
Request For Proposal	10/13/20	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	10/20/20	4 PM
Answers Emailed (approximate date and time)	10/26/20	N/A
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	11/6/20	12 PM

Dates are subject to change. All changes will be reflected in Addendum issued.

RFP Issued By
Thomas Edison State University
Office of the Treasurer, Purchasing Department
Jennifer Montone, Director of Purchasing
111 W. State Street
Trenton, NJ 08608
E-mail: rfp@tesu.edu

SIGNATURE PAGE: REQUEST FOR PROPOSAL	
FOR: ERP Solution	RETURN BID PROPOSAL TO: Thomas Edison State University Office of the Treasurer, Purchasing Department Jennifer Montone, Director of Purchasing 111 W. State Street Trenton, NJ 08608
ON OR AFTER THE DATE AND TIME OF THE PUBLIC OPENING, EMAIL FULL AND EXACT COPY OF BID PROPOAL TO: RFP@TESU.EDU	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>12 PM</u> ON <u>11/6/20</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED): THOMAS EDISON STATE UNIVERSITY OFFICE OF THE TREASURER, PURCHASING DEPARTMENT JENNIFER MONTONE, DIRECTOR OF PURCHASING 111 W. STATE STREET TRENTON, NJ 08608 2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS "APPLICABLE" IN APPENDIX #1 OF THIS REQUEST. FORMS HAVE BEEN PROVIDED IN APPENDIX 1. 3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT. 4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK. 5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST. 6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.	
TO BE COMPLETED BY BIDDER	
BIDDER NAME:	
ADDRESS:	
BIDDER TEL#: _____	FEDERAL TAX IDENTIFICATION
EXT: _____	# _____
BIDDER FAX#: _____	BIDDER E-MAIL: _____
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
ORIGINAL SIGNATURE OF BIDDER	DATE
PRINT/TYPE NAME	TITLE

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1.0 INFORMATION FOR BIDDERS

1.1 SCHEDULE OF EVENTS

Event	Date	Time
Request For Proposal	10/13/20	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	10/20/20	4 PM
Answers Emailed (approximate date and time)	10/26/20	N/A
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	11/6/20	12 PM

1.1.1 REQUEST FOR PROPOSAL

Bidders are requested to provide their proposals in accordance with the terms and conditions provided within this solicitation.

1.1.2 SITE VISIT / PRE-BID MEETINGS

The bidder is strongly encouraged to attend the pre-bid conference(s) and site visit(s). No special arrangements will be made for those not attending. The bidder is responsible for the full Scope of Work regardless of attendance to the pre-bid conference(s) and site visit(s).

1.1.3 QUESTIONS AND ANSWERS

Questions and inquiries regarding bidding information should be sent to rfp@tesu.edu. All questions submitted by the above due date and time will be answered via email to all potential bidders. Answers will be provided via addendum to this RFP and will be emailed to potential bidders on or around the date provided in section 1.1. Additional instructions for question submittal must be in accordance with Section 4 of this solicitation.

1.1.4 QUOTES / PROPOSALS / BIDS DUE DATE

Bidders must submit all information requested herein no later than the above referenced date and time in order to be considered for award. Incomplete proposals will be rejected. Bidder submissions must be in accordance with the instructions found in Section 4 of this solicitation.

NOTE: Bidders are not to contact the University using department directly, in person, by telephone or by email, concerning this RFP.

1.2 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by Thomas Edison State University (University) Office of the Treasurer, Purchasing Department. The purpose of this RFP is to procure an Enterprise Resource Planning (ERP) solution that will enhance the student experience, which is foundational to providing an extraordinary education. The ERP shall also include a Customer Relationship Management (CRM) system to aid in the management of student lifecycle.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposal, conforming to this RFP is most advantageous to the University, price and other factors considered. However, the University reserves the right to separately procure individual requirements that are the subject of the awarded contract during the contract term, when deemed by the University's Office of the Treasurer, Purchasing Department to be in the University's best interest.

The University's Standard Contract Terms and Conditions (Appendix 1, Item 1), are part of the awarded contract. The University's Standard Contract Terms and Conditions are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them.

1.3 BACKGROUND

Thomas Edison State University was established by the State of New Jersey and chartered by the New Jersey Board of Higher Education in 1972 to offer adult learners alternative methods of achieving an exemplary post-secondary education. The mission of the University is to provide distinctive undergraduate and graduate education for self-directed adults through flexible, high-quality collegiate learning and assessment opportunities. Students engage with the institution at their own pace and self-select from among a variety of course offerings, modes of study, and degree programs.

The University's portfolio includes associate, baccalaureate, and graduate degree programs in more than 100 areas of study, as well as professional and graduate certificate programs. Working with experienced educators, students earn degrees while attending to the challenges and priorities of adult life. The University provides a distinguished academic program for the self-motivated adult through a variety of means for degree completion, but primarily via online courses. The University has more than 16,000 enrolled students located throughout New Jersey and beyond, including students who are serving in the military domestically and abroad.

Thomas Edison State University is a national leader in the assessment of adult learning and a pioneer in the use of educational technologies to deliver learning regardless of distance or time. The University enables adult learners to build on their past achievements and create a bridge to future success by offering them maximum flexibility and convenience.

The University is regionally accredited by the Middle States Commission on Higher Education.

1.4 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the RFP Signature Page and the Source Disclosure Certification (Appendix 1, Item 9). A separate Ownership Disclosure Form (Appendix

1, Item 8) and Business Registration Certificate (Appendix 1, Item 4) must be completed by each party to the joint venture.

1.5 GENERAL DEFINITIONS

The following definitions will be part of the contract awarded as result of this RFP:

Addendum - Written clarification or revision to this RFP issued by Office of the Treasurer, Purchasing Department.

Amendment - A change in the scope of work to be performed by the contractor after contract award. An amendment is not effective until signed by the Office of the Treasurer, Purchasing Department.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - Any addendum to this RFP, this RFP, the University's Standard Terms and Conditions (Appendix 1, Item 1), the awarded bidder's bid proposal and the University's form Agreement incorporating these documents.

Contractor - The contractor is the bidder awarded a contract.

Director – Director of Purchasing Department.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the University.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

1.6 CONTRACT SPECIFIC DEFINITIONS

ERP – The ERP (Enterprise Resource Planning) system is the solution to be procured.

SaaS – SaaS is Software as a Service.

Single Instance – Denotes single implementation of the software running on a single database that serves the entire company.

2.0 COMMODITY DESCRIPTION/SCOPE OF WORK

2.1 COMMODITY DESCRIPTION/SCOPE OF WORK SYNOPSIS

Thomas Edison State University (the University) has a goal to enhance the student experience, which is foundational to providing an extraordinary education. The technological improvements sought through this RFP shall facilitate distance learning and improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. The University reserves the right to choose between hosted (SaaS) and on premise instances, or a combination thereof.

To do this, The University strives to:

- Provide a seamless experience for students across the University.
- Provide technology that integrates and personalizes student engagement.
- Enable the use of analytics to guide students through their education and allow the tracking of status towards completion to ensure students are successful in meeting their goals by enrolling in the right courses based on their goals.
- Enable communications at every level to ensure that the University uses multiple channels of communication to reach each student.
- Make education more affordable through streamlined, simplified processes that are reliable, responsive, and developed with the student in mind.
- Use modern technology that enables personalization of the student experience.
- Create an integrated environment to capture data and improve decision-making.

To meet these expectations, and ensure sufficient support for our student and administrative business processes, the University's future ERP solution will be guided by the following principles.

- **Student outreach:** Deliver targeted outreach and engagement throughout the student lifecycle. Enable interactions across channels and devices, including mobile devices.
- **Data and Analytics:** Improve the flow of information and access to business operations system wide. Provide a mechanism for capturing data comprehensively across the University. Eliminate redundant data across the University's systems and ensure data with the systems have the highest degree of integrity and availability.
- **Full integration of non-core and third party solutions:** To provide the best overall experience, all ERP and ancillary technology solutions must be fully integrated and fully supported.
- **Maintain Competitiveness:** To provide the University with the highest value and most affordable higher education options, it must remain competitive with other educational entities within and outside the state, including private and other online institutions.
- **System wide processes and procedures:** To both establish and maintain a consistent user

experience, and to leverage cloud-based Software as a Service (SaaS) technology solutions effectively, future-state processes will need to be defined or re-defined consistently across the system to support an out-of-the-box implementation which meets compliance requirements. This may also include the definition or refinement of policies and procedures that assure efficient and consistent processes are adopted across the University.

- **System wide software consistency:** The University wishes to streamline the number and type of technology solutions used; the University will minimize or eliminate duplicative solutions; clear, effective governance must be established around the introduction, integration, and maintenance of third party and non-core solutions. The University will only consider add-on auxiliary systems if the proposed ERP solution is unable to provide critical functionality.
- **Security:** Implement a stable, maintainable, secure, and intuitive suite of applications.

Thomas Edison State University is seeking an ERP solution that uses a single instance. The proposed ERP solution should have a way to support a single identity record for students, staff, and mentors, (including staff and mentors who are students and vice versa) and their relationships within the University. Thomas Edison State University does not use traditional faculty. Instead, it hires individuals who guide the students in their studies. The University refers to these instructors as “mentors”, rather than “faculty”. In addition, The University seeks to deliver the following technology capabilities:

- **Accelerated Response to Regulatory Mandates:** When new or changed regulatory mandates arise, the proposed ERP solution must be able to implement changes quickly and effectively to avoid compliance failures.
- **Workflow Management:** The proposed ERP solution must include comprehensive, configurable workflows to support common system-wide processes and procedures.
- **Mobility:** The proposed ERP solution must have an intuitive, modern interface that provides ease of use, including browser- and device-agnostic access.

Thomas Edison State University is seeking an ERP solution that can support the University by administratively securing and segregating data for transactional processing and reporting by school, region, or other designation that may occur as the University evolves. The proposed ERP solution must process sensitive student and employee information in a secure environment.

Thomas Edison State University is seeking an ERP solution with the following capabilities:

- **Consistent and Reliable Data:** The University desires a solution that will assist it in ensuring data consistency and reliability by providing data definitions, dictionaries, and validation upon entry. Data maintenance and training must be provided to maintain data integrity and quality.

- **Smarter Data:** The University is seeking a data management solution that would include enhanced data capabilities and the ability to make automatic assumptions related to data characteristics. The proposed solution should use data to learn what the user accesses at a high level and what is relevant to the user, keeping in mind that frequency is different from importance, and it should compare learning across roles at the University.
- **Reporting and Analytics Solutions:** A major goal of the University is to improve the effectiveness, efficiency, and availability of the information required to manage operations, reporting to accrediting and regulatory agencies, and institutions research support. The proposed solution must provide end-users with tools for generating standard and ad-hoc reports leveraging aggregate data from various locations. In addition, it should utilize analytics to provide actionable insights to the enterprise.

Thomas Edison State University is seeking an ERP solution that can deliver a combined student information system for the management of all student data, academic programs, and workforce development programs. The future ERP solution must manage the recruiting and application process for student admissions. It must manage course planning and course scheduling, document grading, attendance, bill tuition and fees, and enable comprehensive financial aid processing while ensuring compliance with federal and state laws and rules governing financial aid.

2.2 STUDENT INFORMATION SYSTEM

The proposed ERP solution must provide students with the capability to register for courses, build schedules, access transcripts, and access robust education planning and advising tools. In addition, the University seeks to deliver the following capabilities for students:

- **Integrated Student Experience:** The University would like to move towards a single student experience by integrating processes for the traditional degree-seeking student, post-secondary/concurrent enrollment student, and non-credit learner.
- **Student Lifecycle:** All processes should be centered on a student life cycle rather than an administrative life cycle while accommodating administrative life cycles that may differ. The University needs the proposed ERP solution to be flexible in its delivery model terms such as semesters/terms, programs, courses, and degrees.
- **Unified Student Portal:** The proposed ERP solution should provide a unified student portal that allows students to view and register for University learning experiences.
- **Degree Planning:** The proposed ERP solution should provide students with a unified tool to track and monitor academic progress toward academic goals.

2.3 STUDENT RETENTION AND ENGAGEMENT SYSTEM

The proposed ERP solution must encompass a Customer Relationship Management (CRM) system that shall provide University staff and mentors the ability to identify students who exhibit behavior that may prevent the student from reaching his or her educational goals. The University must have the capability to pull data from the ERP and the Learning Management System, currently Moodle,

and collate it in a single instance for review by staff and mentors. The CRM shall provide the following capabilities for students:

- **Enable Student Success:** The software should provide information that will prioritize outreach to ensure that no student slips through the cracks and runs into issues that would prevent them from reaching their educational goals.
- **Greater Staff Efficiency:** The software should unify staff and mentor visibility into student performance to provide greater team integration.
- **Maximize Results:** The software should help staff and mentors see high priority issues, see progress of student cases, and provide the ability to communicate across student success teams seamlessly.
- **Lasting Relationships:** The software should assist in building a foundation for future alumni involvement.

Like the ERP, the CRM solution should have options for both hosted (SaaS) and on premise instances.

2.4 CRITICAL CRITERIA FOR PROPOSED SOFTWARE

The proposed software should meet all of the following critical criteria:

1. Include modules for Admissions, Student (including catalog and schedule development), Degree Audit, Student Educational Planning, Student Success Tracking, Student Accounts Receivable, Financial Aid, Finance, Budget Management, Requisitioning, Purchasing, Accounts Payable, Receiving, Accounting, Grants, and Asset Management that share a single integrated environment. Bidders must clearly demonstrate how their proposed EFP solution will meet or exceed requirements listed in the scope of work through a detailed methodology and recommended approach that includes required integration capabilities. Bidders must demonstrate that their systems are able to integrate all areas and encompass existing systems. Bidders must demonstrate that their systems reduce/eliminate redundant entry of data.

Financial System

- Student tuition billing and cash receipts functionality. ERP must be able to accommodate 12 terms per year that overlap.
- Integrated financial aid awarding and disbursement functionality.
- Integrated portal in which students can pay invoices and accept financial aid.
- Purchasing system that allows for requisitions, purchase orders and encumbrances.
- Accounts payment system to print paper and electronic payments.
- General ledger that includes journal entries, budget entries and financial reporting capabilities.

- Fixed asset management system that includes depreciation calculations
2. Be web and mobile-enabled and include self-service applications for students, mentors, staff and vendors.
 3. Demonstrate the ability of the systems to provide for multiple levels of data security, including record level security and demonstrate how the system ensures the integrity of the data entered.

2.5 TERM STRUCTURE

Please review attached Academic Calendar (Appendix 1, Item 15) and School of Business and Management Graduate (SBM GR) Academic Calendar (Appendix 1, Item 16) for understanding of our multiple terms (12 terms/year), with a new term generally starting on the first Monday of a month.

3.0 BID PROPOSAL TECHNICAL REQUIREMENTS

Bidders must clearly demonstrate how their proposed EFP solution will meet or exceed requirements listed in the scope of work through a detailed methodology and recommended approach that includes required integration capabilities. Pursuant to Section 2.4, bidders must demonstrate that their systems are able to integrate all areas and encompass existing systems. Bidders must demonstrate that their systems reduce/eliminate redundant entry of data.

3.1 STATEMENT OF QUALIFICATIONS

Bidders shall submit Statements of Qualifications presented in the same order as listed below. Please restate the question as written and respond to each item completely and clearly. Attachments that amplify responses or provide relevant illustrations are welcome.

- Financial – provide documentation for three (3) years prior to the date of this RFP demonstrating your financial ability to perform the scope of services during the term (See Section 4.9.3)
- Business – provide documentation of your organizational structure and staffing that demonstrates you are able to perform the scope of services during the term
- Experiential – provide documentation demonstrating your experience handling matters that are identified in or similar to the scope of services in the RFP

3.2 SUPPLEMENTAL QUESTIONS

The following questions are important with respect to the evaluation of proposals. Bidders shall provide clear and detailed responses to each item in their proposal submission.

1. Please indicate whether the proposed software includes the following ERP applications/modules:
 - a. Student (including registration, records, transcripts, catalog and schedule development)

- b. Degree Audit and Advising, including support for Student Educational Planning and Student Success
 - c. Student Accounts Receivable
 - d. Financial Aid
 - e. Web and mobile-enabled Self-service
 - f. Finance (including General Ledger, Budget Management, Grants, Requisitioning/Purchasing, Accounts Payable, Travel & Expense, Fixed Assets)
 - g. Student Services
2. It is increasingly important for the University to manage its enrollment, curricula, instructional facilities, and assignment of faculty. Describe how the proposed software supports various instructional management functions.
 3. The University desires an integrated system that enables self-service functions. Students, faculty, and staff should be able to perform a variety of transactions online, 24 x 7, through web and mobile interfaces. Examples of such transactions include admissions, registration, including registration by permission code, fee payment, transcript requests, academic history queries and student program evaluations, grade entry and changes, positive attendance hour entry, change of demographic information (e.g., mailing address), viewing of financial aid awards, viewing of class rosters, etc. It is assumed that security mechanisms enable the protection of data from unauthorized users. Describe, in detail, the self-service functionality that is included with the proposed software.
 4. Is the proposed software fully web-enabled? If so, please describe. What browsers and versions does the proposed ERP solution support?
 5. Describe how the proposed ERP solution interfaces with, or would replace, the following University systems:
 - a. Colleague CRM Recruit
 - b. Colleague CRM Advise
 - c. Hyland OnBase
 - d. Heartland TouchNet
 - e. Moodle
 - f. Chrome River
 - g. Entrinsik Informer
 - h. SoftDocs
 - i. Symplicity Advocate

6. The University anticipates that several ancillary systems will need to be integrated with the new ERP solution. Please answer the following questions for each of the applications listed in 5 above.
- a. Does the proposed ERP provide a standard interface for this software integration?
 - b. Is the software integration for this ancillary product provided by the ancillary product vendor?
 - c. If the ancillary product vendor does not provide a standard interface, has the vendor worked with other customers to build a custom interface for this software integration? If yes, please provide 2 or 3 client references.
 - d. Does the bidder know of customers that have done their own integration with this product and would they be willing to share their solution? Provide the names of 2 or 3 clients who would be willing to share the solution.
7. Describe any online training materials or other methods of training that would be made available to the University upon completion of the conversion to the proposed ERP.
8. Describe data migration and systems integration tools, API's, Web Services that are provided within the solution that will support tight, real-time integration with third- party solutions.
9. Describe how the system provides for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the University to automate many multi-step processes.
10. Describe the various levels of reporting capabilities and demonstrate that the system is able to access data for daily transaction reporting easily, as well as complex multi-level reporting in support of executive decision making and institutional research type of objectives.
11. Describe the solution's support of technologies that will allow for tighter, seamless, real-time integration of data between the ERP and necessary third party applications in support of functionality not present in the enterprise solution.
12. Describe how the solution supports a flexible multi-term based educational environment where academic programs and courses can start and stop on numerous schedules not related to the typical term/semester calendar (Appendix 1, Items 15 and 16).
13. Describe if the ERP and CRM solutions are offered in a hosted or SaaS environment and also as an on premise solution. Bidders are required to provide pricing for either or both hosted and non-hosted options, depending on what they offer.
14. Provide a list of other higher education clients, detailing the version of the proposed ERP that is currently in production and contact information for each customer. Please do not include customers of software other than the proposed software.
15. Provide information regarding future development of your proposed and future products for the next 3 to 5 years.

16. Please provide a proposed timeline from bid award through project completion, including conversation and training.

3.3 GENERAL TECHNICAL INFORMATION

Please answer the following technical questions with respect to the proposed ERP system:

1. Please describe in detail the options available regarding Database Management Systems Software that are supported by the ERP solution.
2. Do you provide hosted, application service provider (ASP), or software as a service (SaaS) options? If so, describe the available options.

If Bidder offers a hosted or full SaaS solution, please answer questions 3-5:

3. Please describe the hosted environment recommended for the software solution being proposed.
4. Please provide your standard Service Level Agreements (SLAs) for your hosted environment.
5. Please describe the Security Levels for your hosted environment and your fail-over and disaster recovery support within the hosted environment.

If Bidder offers on premise option for solution, please answer questions 6-8:

6. What hardware platforms (e.g., application servers, mass storage devices) can be used to support the proposed system? How should such platforms be sized? What operating system(s) can be used to support the proposed system?
7. Please present a physical topology and logical topology (both in graphical form) that describe an appropriate hardware and software environment.
8. Please describe the recommended specifications for client platforms, including operating systems, amount of memory, processor speed, etc.
9. Please describe a typical technical and support staff structure to maintain and support your solution for a University of our size (e.g., database administrators, system administration, programmers, help desk, etc.)

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 QUESTION AND ANSWER PERIOD

The University's Office of the Treasurer, Purchasing Department will accept questions and inquiries from all potential bidders via e-mail as identified in the cover sheet. Bidders are not to contact the University user department directly, in person, by telephone or by email, concerning this RFP. Answers will be provided via addendum to this RFP and will be emailed to all potential bidders (see Section 1.1 of this RFP for question due date).

4.2 ADDENDUM: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP. As per N.J.S.A. 18A:64-65(b), addenda shall be published in a newspaper no later than seven (7) business days prior to proposal due date.

ADDENDA ISSUED WILL BE EMAILED TO ALL POTENTIAL BIDDERS.

There are no designated dates for release of addenda. Interested bidders should monitor email on a daily basis from time of RFP issuance through bid proposal submission. It is the sole responsibility of the bidder to be knowledgeable of addenda issued relating to this RFP.

Notice of addenda issued will be emailed by the Office of the Treasurer, Purchasing Department to any bidder who has requested a copy of the RFP.

4.3 CONTENTS OF BID PROPOSAL

In addition to the Statements of Qualifications (Section 3.0) and Supplemental Questions (Section 3.1), bidders are instructed to supply all required documentation identified in Appendix 1, with their bid proposal. Subsequent to bid opening, all information submitted by a bidder in the bid proposal is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and/or other applicable law.

A bidder may designate specific information in its bid proposal as confidential and proprietary if the bidder has a good faith legal/factual basis for such assertion. The University reserves the right to make the determination and will advise the bidder accordingly. Confidential and proprietary information shall be clearly and prominently identified in the bid proposal and in a cover letter. The University will disregard any attempt by a bidder either to designate its entire bid proposal as confidential, proprietary and/or subject to copyright protection.

By signing the RFP Signature Page, the bidder waives any claims of copyright protection set forth within its proposal and any third party manufacturer's price list and/or catalogs. Price lists and/or catalogs cannot be kept confidential and must be accessible to University user departments.

The bidder is advised to thoroughly read and follow all instructions contained in this RFP.

Note: Bid proposals shall not contain URLs (Uniform Resource Locators, i.e., the global address of documents and other resources on the World Wide Web) or web addresses. Inasmuch as the web contains dynamically changing content, inclusion of a URL or web address in a bid response is indicative of potentially changing information. Inclusion of a URL or web address in a bid response implies that the bid proposal's content changes as the referenced web pages change.

4.3.1 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

4.3.2 BID ERRORS

A bidder may request that its bid proposal be withdrawn prior to bid opening. Such request must be made, in writing, to the Director of Purchasing.

If, after the opening of bid proposals but before contract award, a bidder discovers an error in its bid proposal, the bidder may make written request to the Director of Purchasing for authorization to withdraw its bid proposal from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the bid proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the University will not be significantly prejudiced by granting the withdrawal of the bid proposal.

If, during the evaluation of bid proposals received, an obvious pricing error made by a potential contract awardee is found, the Director of Purchasing shall issue written notice to the bidder. The bidder will have five days after receipt of the notice to confirm its pricing. If the bidder fails to respond, its bid proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the bidder's intention is not readily discernible from other parts of the bid proposal, the Director of Purchasing may seek clarification from the bidder to ascertain the true intent of the bid proposal.

4.3.3 BID DISCREPANCIES

In evaluating bid proposals:

Discrepancies between words and figures will be resolved in favor of words;

Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices;

Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices;

Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total; and

Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

4.3.4 PRICING

The bidder must submit its pricing using the format set forth in the price sheet(s) attached to this RFP (Appendix 1, Item 14). Failure to submit all information required will result in the bid proposal being considered non-responsive unless the University determines the information is not material and may be waived. Each bidder is required to hold its prices firm through issuance of the contract.

4.3.5 BEST AND FINAL OFFER

Following the opening of bid proposals, the University may negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

Initially, the Evaluation Committee will conduct a review of all the bids and select bidders to contact to negotiate and/or conduct a BAFO based on its evaluation and determination of the bid proposals that best satisfy the evaluation criteria and RFP requirements, and that are most advantageous to the University, price and other factors considered. The Committee may not contact all bidders to negotiate and/or to submit a BAFO.

In response to the University's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes in accordance with the following procedure.

In response to the University's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Office of the Treasurer for award, that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the University, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

4.4 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Office of the Treasurer, Purchasing Department at the location and by the required date and time identified in this RFP in a sealed envelope marked with the bid proposal title.

If a proposal is being submitted by **US Mail**, it must be addressed to:

Thomas Edison State University
Office of the Treasurer, Purchasing Department
Jennifer Montone, Director of Purchasing
111 W. State Street
Trenton, NJ 08608

If a proposal is being submitted **BY HAND OR OVERNIGHT DELIVERY (FedEx, UPS, etc.)**, please address it to:

Thomas Edison State University
Office of the Treasurer, Purchasing Department
Jennifer Montone, Director of Purchasing
111 W. State Street
Trenton, NJ 08608

ANY BID PROPOSAL NOT RECEIVED BY THE DATE, TIME AND AT THE LOCATION NOTED IN THIS RFP WILL BE REJECTED.

Note: Bidders using US Regular or Express mail services should allow adequate time to ensure that bid proposals are received by the Office of the Treasurer, Purchasing Department on the date and time indicated on the cover sheet.

4.5 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

4.6 COST LIABILITY

The University assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

4.7 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Office of the Treasurer, Purchasing Department in accordance with the instructions on the RFP Signature Page.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE RFP TITLE AND THE BIDDER’S NAME AND ADDRESS.

4.8 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the “ORIGINAL” bid proposal. The bidder should submit six (6) full, complete and exact copies of the original. The copies requested are necessary in the evaluation of the bid proposal. A bidder failing to provide the requested number of copies will be charged the cost incurred by the University in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.9 SUBMITTALS

The bidder must provide no less than three (3) examples of online manuals or relevant support tools to be considered as part of the bid proposal review.

4.9.1 SAMPLE TESTING

The bidder must, within two (2) working days following a request from the Office of the Treasurer, Purchasing Department, submit bid samples to Purchasing Department. The samples submitted must meet the specification requirements set forth in the RFP and must be representative of the product bid. Bid samples for evaluation and testing purposes are to be made available at no charge and delivered to University, at the bidder's expense. Bid samples will not be returned. The University reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP. Potential samples relative to this RFP include demo sessions and online training options. The testing results of the University are final.

4.9.2 ~~BID SECURITY~~ (NOT REQUIRED FOR RFP: ERP SOLUTION)

4.9.3 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the University with the ability to judge the bidder’s financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit its three (3) most recent annual audited or certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder’s most recent fiscal year, and two years prior. If a certified financial statement is not available, the bidder should provide a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statements. In addition, the bidder should submit a bank reference.

The bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The bidder may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with its bid proposal.

The University reserves the right to make the determination whether to accept the bidder’s assertion of confidentiality and will advise the bidder accordingly.

5.0 PROPOSAL EVALUATION

5.1 EVALUATION CRITERIA

Proposals will be evaluated on price and other factors in accordance with the University’s Purchasing and Contracting Policy. Additionally, the following criteria will be used to evaluate all bid proposals that meet the requirements of this RFP. The criteria are not necessarily listed in order of importance:

- Financial, Business, and Experiential Qualifications and Strength of the Bidder
- Response to Scope of Work
- Methodology and Recommended Approach
- Integration Capability
- Cost Proposal

5.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

The University may request the highest ranking bidder(s) be required to give an oral presentation to the University concerning its bid proposal. The University may also require the bidder to submit written responses to questions regarding its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way unless bidder is responding to a request for a best and final offer. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the University’s discretion whether to require the highest ranking bidder(s) be required to give an oral presentation or require the highest ranking bidder(s) to submit written responses to questions regarding its bid proposal. The Director of Purchasing is the sole point of contact regarding any request for an oral presentation or clarification.

6.0 CONTRACT AWARD

The contract award shall be made with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the University, price, and other factors considered. The University reserves the right to reject all bids, or to award in whole or in part, if deemed to be in accordance with all applicable law. Furthermore, the

University reserves the right to waive non-material requirements, where such waiver is permitted by law.

6.1 BIDDERS RIGHT TO PROTEST AWARD OF CONTRACT

A bidder who submits a proposal in response to an advertised RFP may submit a written protest to the Director of Purchasing of the University setting forth in detail the specific grounds for challenging the award. The protest shall be filed within three (3) business days following the bidder's receipt of written notification, sent either by certified mail or email transmission, that its bid was not accepted or of notice of the decision to award the contract. Any protest filed after the three (3) day period may be disregarded. If the contract award is protested, the University may proceed to award the contract if the failure to award will result in substantial cost to the University or if public exigency so requires.

7.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

7.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of addendum to this RFP, this RFP (including the University's Standard Contract Terms and Conditions (Appendix 1, Item 1), the contractor's bid proposal and the University's Agreement incorporating these documents and signed by the contractor and the University's Treasurer.

In the event of a conflict between provisions within the contract documents, the contract documents shall have the following order of priority: Agreement, RFP Addendum in the order of the most recent issuance date, the RFP, the University's Standard Contract Terms and Conditions and the contractor's bid proposal.

7.2 CONTRACT TERM AND EXTENSION OPTION

The anticipated term of the contract shall be for a period of five (5) years. If delays in the procurement process result in a change to the anticipated term, the bidder agrees to accept a contract for a lesser contract term.

7.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

7.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the contractor and the University's Treasurer.

7.5 CONTRACTOR'S WARRANTY

The contractor is responsible for the quality, technical accuracy, timely completion and delivery of all deliverables and other services to be furnished by the contractor under the contract. The contractor agrees to perform in a good, skillful and timely manner all services set forth in the contract.

The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services and deliverables furnished under the contract. The approval of interim deliverables furnished under the contract shall not in any way relieve the contractor of fulfilling all of its obligations under the contract. The acceptance or payment for any of the services rendered under the contract shall not be construed as a waiver by the University, of any rights under the agreement or of any cause of action arising out of the contractor's performance of the contract.

The acceptance of, approval of or payment for any of the services performed by the contractor under the contract shall not constitute a release or waiver of any claim the University has or may have for latent defects or errors or other breaches of warranty or negligence.

7.6 ITEMS ORDERED AND DELIVERED

The contractor is authorized to ship only those items covered by the contract resulting from this RFP. If a review of orders placed by University user departments reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the University's Treasurer as a basis to terminate the contract and/or as a basis not to award the contractor a subsequent contract. The University's Treasurer may take such steps as are necessary to have the items returned to the contractor, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the University the full purchase price.

The contract involves items which are necessary for the continuation of ongoing critical University services. Any delay in delivery of these items would disrupt University services and would force the University to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the University's ongoing needs.

7.7 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the contractor fails to comply with any material contract requirements, the University's Treasurer may take steps to terminate the contract in accordance with the provisions herein and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the University by the defaulting contractor.

APPENDIX #1
REQUIRED SUPPORTING BID DOCUMENTS (ATTACHMENTS)

	Document Title	Applicable?
1	THOMAS EDISON STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS	Y
2	RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS	Y
3	NON-COLLUSION AFFIDAVIT	Y
4	CONFLICT OF INTEREST	Y
5	BUSINESS REGISTRATION CERTIFICATE	Y – Prior to Award
6	POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)	Y
7	EXHIBIT A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS)	Y
8	INSTRUCTIONS FOR COMPLETING EMPLOYEE INFORMATION REPORT FORM AA 302, EMPLOYEE INFORMATION REPORT FORM AA302, AND SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT	Y – Prior to Award
9	OWNERSHIP DISCLOSURE FORM	Y
10	SOURCE DISCLOSURE FORM	Y
11	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	Y
12	PRICE SHEET	Y
13	ACADEMIC CALENDAR 2020-2021	Y
14	SBM GR ACADEMIC CALENDAR 2020-2021	Y

NOTE: The documents listed above are required by State Law and University Policy. All documents listed as “Applicable” are required to be completed and included in bidder submissions or prior to award, where indicated.

Thomas Edison State University RFP Law Compliance Forms (Appendix I)



THOMAS EDISON
STATE UNIVERSITY

Office of Treasurer
Thomas Edison State University
111 West State Street
Trenton, NJ 08608
Phone: 609.292.2108 ext. 2345
rfp@tesu.edu



Thomas Edison State University RFP Law Compliance Forms

The following documents are attached and made part of every RFP issued by Thomas Edison State University. Failure to submit any of the following documents may be cause for the bid submission to be rejected.

RFP Law Compliance Forms Table of Contents

1. Thomas Edison State University (TESU) Standard Terms and Conditions
2. Rider for Purchases Funded by Federal Funds
3. Non-Collusion Affidavit
4. Conflicts of Interest
5. Business Registration Certificate (Prior to Award)
6. Political Contribution Disclosure (Chapter 51) - Information and Instructions for Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form and Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions
7. Exhibit A – Mandatory Equal Employment Opportunity Language (Goods, Professional Services and General Service Contracts)
8. Instructions for Completing the Employee Information Report Form AA302, Employee Information Report Form AA302, and Sample Certificate of Employee Information Report (Prior to Award)
9. Ownership Disclosure Form
10. Source Disclosure Form
11. Disclosure of Investment Activities in Iran Form
12. Price Sheet
13. Academic Calendar 2020-2021
14. SBM GR Academic Calendar 2020-2021

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchase made on behalf of Thomas Edison State University.
- II. "Contract" is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University, the University's standard terms and conditions will govern.
- IV. No Contractor doing business with Thomas Edison State University shall be considered an employee of the University. The status of all Contractors of the University shall be that of an independent Contractor.
- V. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part, in summary, or by reference, unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University, all University purchasing policies, including the standard terms and conditions, apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

- 1.1 CORPORATE AUTHORITY** - It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, department of State, State House, Trenton, New Jersey. Refer to NJSA 14A:13-3.
- 1.2 BUSINESS REGISTRATION** - All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.
- 1.3 ANTIDISCRIMINATION** - All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NJSA 10:2-1 through 10:2-4, NJSA 10:5-1 et seq., and NJSA 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

ANTIDISCRIMINATION PROVISIONS - the Contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing

of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

- 1.4 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act PL 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of NJSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.
- 1.6 COMPLIANCE WITH LAWS** - All Contractors of the University shall comply with all local, state, and federal laws, rules, and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.
- 1.7 COMPLIANCE WITH NEW JERSEY STATE LAW** - All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey, and venued in Mercer County, Trenton, New Jersey. New Jersey law

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

shall apply to all issues regardless of any principles of conflict of law policies, statutes, or case law. All agreements shall be subject to the New Jersey Contractual Liability Act, NJSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act, NJSA 59:1-1 et seq.

1.8 OWNERSHIP DISCLOSURE – Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interests. NJSA 52:25-24.2. This requirement applies to all contracts exceeding the current bid threshold, whether made through advertisement or bid waiver. Ownership disclosure is also required by NJSA 19:44A-20.13 et seq.

1.9 POLITICAL DISCLOSURE BY CONTRACTOR – If the contract is in excess of \$17,500 the Contractor must complete and return "Pay to Play" certification and disclosure forms, which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NJSA 19:44A-20.13 et seq.

1.10 PUBLIC WORKS CONTRACTOR REGISTRATION ACT – The New Jersey Public Works Contractor Registration Act requires that all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in NJSA 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

2.1 COPYRIGHT LIABILITY – The Contractor shall hold and save Thomas Edison State University, the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract or agreement.

2.2 INDEMNIFICATION - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Thomas Edison State University, the State of New Jersey and respective employees, trustees, officers, volunteers, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work, materials, and/or services supplied under any contract or agreement. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in contracts or agreements.

2.3 INSURANCE - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas

Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University, Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
- b. Comprehensive General Automobile Liability insurance covering owned, non-owned, and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with Limits of not less than \$1,000,000.00.
- d. Upon request, the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

3.1 CONTRACT PERIOD AND EXTENSION OPTION – If, in the opinion of the Treasurer, it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year, the Contractor will be so notified of the Treasurer's intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Treasurer's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.2 RIGHT TO PROTEST INTENT TO AWARD – Except in the case of an emergency, bidders have the right to protest the award of a contract as announced in the notice of intent to award. Bidders will then have three business days from the date of the notice to file a written protest with the University. The University may shorten the deadline to protest when it deems it is in the public interest to do so.

3.3 CONTRACT TERMINATION –

- a. Change of Circumstances – Notwithstanding any provision or language in any contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances, the Contractor will be compensated by the University for goods and/or services satisfactorily

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

performed and accepted in accordance with the contract, up to the date of termination.

- b. For Cause – Where the Contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the Contractor, with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping, etc., the University may terminate the contract upon 10 days notice to the Contractor. In the event of contract termination due to Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated Contractor or, if no monies are due the terminated Contractor, the difference in price shall be an obligation owed the University by the terminated Contractor.

3.4 PERFORMANCE GUARANTEE – The Contractor hereby certifies that:

- a. The equipment offered is standard, new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued, and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

3.5 DELIVERY GUARANTEE –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications, the University may obtain the materials or services for any other available source, the difference in price, if any, to be paid by the Contractor failing to meet his commitments.

- d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review or material received indicated that material other than that covered by the contract has been ordered and delivered, the Treasurer, or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.
- e. Contractors shall acquaint themselves with conditions to be found at the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.
- f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days, Monday through Friday.
- g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations, deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

3.6 SUBCONTRACTING OR ASSIGNMENT – The contract may not be sub-contracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent, if granted, shall not relieve the Contractor of any responsibilities under the contract. In the event the Contractor proposes to subcontract for the services to be performed under the terms of the contract award, the Contractor shall state so in the submitted bid or proposal and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

3.7 UNIVERSITY'S RIGHT OF FINAL BID ACCEPTANCE – The University reserves the right to reject all bids, or to award in whole or in part, in accordance with law. The University shall have authority to award orders or contracts to the Contractor(s) best meeting all specifications and conditions set forth.

3.8 UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

3.9 MAINTENANCE OF RECORDS – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

Pursuant to N.J.A.C. 17:44-2.2, Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

available to the New Jersey Office of the State Comptroller upon request.

4. TERMS RELATING TO PRICE

4.1 PRICE FLUCTUATIONS DURING CONTRACT - All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered goods or services, and on any subsequent order placed during the contract period.

4.2 DELIVERY COSTS - Unless noted otherwise in the specification, all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments, the Contractors shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at a Contractor's convenience when a single shipment is ordered.

4.3 C.O.D. TERMS - Unless otherwise stated, C.O.D. terms are not acceptable as part of any proposal, and are cause for automatic rejection of a bid or proposal.

4.4 TAX CHARGES - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.

4.5 PAYMENT TO CONTRACTORS - Upon receipt and acceptance of goods or services, payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor. Payment shall be made in accordance with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq.

5. CASH DISCOUNTS - Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

5.1 A discount period shall commence on the day the University receives a properly executed Contractor invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions, and specifications of the contract or purchase order. If the invoice is received prior to delivery of the goods and services the discount period begins with the acceptance of the goods or services.

5.2 The date on the check or electronic payment issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.

6. CONFIDENTIAL INFORMATION

The Contractor will not, either directly or indirectly use or disclose any confidential or proprietary information including, without limitation, employee and student data, financial data, and information technology of the University, for any purpose other than the performance of the specific contract services, unless the Contractor has obtained prior written consent of the University, to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.

7. STANDARDS PROHIBITING CONFLICT OF INTEREST

The following prohibitions of contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

- A) The Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the State Ethics Commission.
- C) The Contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to the provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.
- D) No Contractor shall influence, or attempt to influence or cause to be influenced, any Contractor officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

- E) No Contractor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.
- F) The provisions cited above in paragraph 7A. through 7E shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with Contractors under the same terms and conditions as are offered or made available to members of the general public.
- G) The Contractor agrees to abide by the Business Ethics Guide published by the New Jersey Department of Treasury.

its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

8. SET-OFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

9. DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

10. WARRANTY OF NO SOLICITATION BY PAID AGENT

Pursuant to N.J.S.A. 18A:64-6.1, The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:

1. Paper and paper products listed in 40 C.F.R. 247.10;
2. Certain vehicular products as listed in 40 CFR 247.11;
3. Certain construction products listed in 40 C.F.R. 247.12;
4. Certain transportation products listed in 40 C.F.R. 247.13;
5. Certain park and recreation products, 40 C.F.R. 247.14;
6. Certain landscaping products listed in 40 C.F.R. 247.15;
7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as -
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as -
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

VI. CLEAN AIR ACT, 42 U.S.C. 7401-7671q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.



OFFICE OF THE TREASURER

Thomas Edison State University
111 West State Street
Trenton, New Jersey 08618
Phone: (609) 292-2108 Fax: (609) 984-1193
www.tesu.edu

NON-COLLUSION AFFIDAVIT

Project Title: _____

STATE OF NEW JERSEY)
) SS:
COUNTY OF)

I, _____ of the City of _____

in the County of _____ and the State of _____

being of full age, being duly sworn according to law on my oath depose and say that:

I am (Title) _____

of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

Signature

Subscribed and sworn to _____

before me this day of 20____.

Notary Public: _____

My commission expires: _____



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CONFLICTS OF INTEREST

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to **Executive Order No. 34 (1976)** and **Executive Order 189 (1988)**.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph c.

I (we) certify that I (we) have read and understood the above regulations on Conflict of Interest:

Name of Firm: _____

By: _____

Title: _____ Date: _____



111 W. State St.
Trenton, NJ 08608
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Business Formation and Registration

In accordance with Public Law 2001, Chapter 134, all business and independent contractors, providing goods/services to State agencies, authorities, colleges, and universities, are required to provide a New Jersey Business Registration Certificate (NJBRC) as proof of registration with the Department of the Treasury, Division of Revenue.

Step 1 – File Certificates of Business Formation

If your business is a legal entity such as a corporation, limited partnership, or limited liability company, you must file formation or authorization documents for the public record. **General partnerships and sole proprietors are not subject to this first step.** To file formation or authorization documents, visit: <https://www.nj.gov/treasury/revenue/filecerts.shtml>

Step 2 – Registering All Businesses for Tax & Employer Purposes

All businesses and sole proprietors must register for tax and employer purposes. Upon completion of the process, a NJ Business Registration Certificate will be issued. To register for tax and employer purposes, visit: <https://www.nj.gov/treasury/revenue/busregcert.shtml>

Online Registration Certificate Service

To check the status or secure a copy of an existing NJ Business Registration Certificate, visit: https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp

If you need further assistance with the aforementioned process, please contact the Division of Revenue hotline at 609-292-9292 (option #1).

Jennifer Montone
Director of Purchasing
Thomas Edison State University

INFORMATION AND INSTRUCTIONS

For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Form

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

Address, City, State, Zip and Phone Number – Enter the vendor’s street address, city, state, zip code and telephone number.

Vendor Email – Enter the vendor’s primary email address.

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor’s type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person.¹
- **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Contribution"** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **"Candidate Committee"** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **"State Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **"County Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **"Municipal Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **"Legislative Leadership Committee"** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **"Political Party Committee"** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2



State of New Jersey
 Department of the Treasury
Division of Purchase and Property
 Two-Year Chapter 51/Executive Order 117 Vendor Certification and
 Disclosure of Political Contributions

FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
 recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name _____
 (Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- ☐ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
 or all shareholder of a PC**

All Equity partners of a Partnership

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 1/2 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.

Remove Contribution

Add a Contribution

- ☐ Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not limited to the following: employment, upgrading, demotion, or transfer; reselection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal Law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: ☒

- ☐ Letter of Federal Affirmative Action Plan Approval
- ☐ Certificate of Employee Information Report
- ☐ Employee Information Report Form AA302

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant **to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

Submitted by:

Name of
Firm:

By:

Title:

INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT: READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE.** IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

ITEM 1 - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

ITEM 5 - Enter the physical location of the company. Include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

ITEM 8 - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

ITEM 9 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 10 - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

ITEM 11 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

Racial/Ethnic Groups will be defined:

Black: Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

Non-Minority: Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

ITEM 12 - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 13 - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

ITEM 14 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 15 - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 16 - Print or type the name of the person completing the form. Include the signature, title and date.

ITEM 17 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

TYPE OR PRINT IN SHARP BALL POINT PEN

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program
P.O. Box 206**

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☐ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY STATE ZIP CODE
Official Use Only	DATE RECEIVED	IN AUG. DATE ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☐ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☐ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY STATE ZIP CODE	PHONE (AREA CODE, NO., EXTENSION)

Sample Certificate of Employee Information Report

VOID

Certification _____

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor named herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of _____.



State Treasurer

VOID

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? | ☐ | ☐ |
| <p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
 IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</p> | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals? | ☐ | ☐ |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies ? | ☐ | ☐ |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | ☐ | ☐ |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

NAME	_____		
ADDRESS 1	_____		
ADDRESS 2	_____		
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

PART 2 continued

PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not enter vendor ID as a signature)

Date

Print Name and Title

FEIN/SSN



OFFICE OF THE TREASURER

Thomas Edison State University
111 West State Street
Trenton, New Jersey 08618
Phone: (609) 292-2108 Fax: (609) 984-1193
www.tesu.edu

SOURCE DISCLOSURE FORM

RFP TITLE: _____ **VENDOR {BIDDER}:** _____

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by Thomas Edison State University, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- ☐ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- ☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Purchasing Department will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location	by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Purchasing Department of the University.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to University Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the University is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the University to notify the University in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the University, permitting the University to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

State of New Jersey
Division of Purchase and Property
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Solicitation number: _____ **Bidder/ Offeror:** _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to bid/renew:

- ☐ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, **AND**
- ☐ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the Division of Purchase and Property under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ **Relationship to Bidder/Offeror** _____

Description of Activities _____

Duration of Engagement _____ **Anticipated Cessation Date** _____

Bidder/Offeror Contact Name _____ **Contact Phone Number** _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ **Signature:** _____

Title: _____ **Date:** _____

THOMAS EDISON STATE UNIVERSITY
REQUEST FOR PROPOSAL: ERP SOLUTION
PRICE SHEET

The University will award this contract based on price and other factors. The pricing to be submitted is listed below. Please reference Commodity Description/Scope of Work Section 2.0. Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.

Bidder shall complete all sections of price sheet relevant to proposed ERP and CRM solutions being offered in bid proposal.

Bidder Name _____

On Premise Scenario:

Annual Fees	Year 1 ('20/'21)	Year 2 ('21/'22)	Year 3 ('22/'23)	Year 4 ('23/'24)	Year 5 ('24/'25)	5 Year Total
Annual Maintenance (Licensing) Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Subscription Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Annual Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Hours for Professional Services (Installation and Other Projects)						
Professional Services Hourly Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total						\$ -

SaaS Scenario:

Annual Fees	Year 1 ('20/'21)	Year 2 ('21/'22)	Year 3 ('22/'23)	Year 4 ('23/'24)	Year 5 ('24/'25)	5 Year Total
Maintenance- On Prem 50%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Modernized Solution Set (SaaS)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Annual Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Hours for Professional Services (Transition Service - Move to SaaS)						
Professional Services Hourly Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total						\$ -

CRM on Premise	Year 1 ('20/'21)	Year 2 ('21/'22)	Year 3 ('22/'23)	Year 4 ('23/'24)	Year 5 ('24/'25)	5 Year Total
CRM Product	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRM Standard Users (190 named)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRM Premium Users (10 named)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bulk Email for CRM (1 block-250,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Annual Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Hours for Professional Services (Consulting Costs for Upgrade)						
Professional Services Hourly Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total						\$ -

CRM as SaaS	Year 1 ('20/'21)	Year 2 ('21/'22)	Year 3 ('22/'23)	Year 4 ('23/'24)	Year 5 ('24/'25)	5 Year Total
CRM Product SaaS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRM Light Users (80 named)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRM Standard Users (10 named)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CRM Premium Users (10 named)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bulk Email for CRM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Annual Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Hours for Professional Services (Consulting Costs for Upgrades/Flip)						
Professional Services Hourly Rate	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total						\$ -

Price Extension

Thomas Edison State University is a member of the New Jersey Higher Education Purchasing Association (NJHEPA), whose members include the 4 year public Colleges and Universities, as well as private institutions including: Princeton University, Seton Hall University, Rider University, and Monmouth University.

Will you extend pricing to members of NJHEPA?

YES

NO

SIGNATURE

DATE

PRINTED NAME & TITLE

PHONE NUMBER

EMAIL ADDRESS

2020 - 2021 Calendar												
Term	July 2020	Aug. 2020	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May 2021	June 2021
Registration Dates	May 25 - June 26, 2020 (35 days)	July 3 - July 24, 2020 (21 days)	Jul. 31 - Aug. 21, 2020 (21 days)	Aug. 28 - Sept. 25, 2020 (28 days)	Oct. 2 - Oct. 23, 2020 (21 days)	Oct. 30- Nov. 20,2020 (21 days)	Nov. 27- Dec. 25, 2020 (28 days)	Jan. 4 - Jan. 22, 2021 (19 days)	Jan. 29 - Feb. 19, 2021 (21 days)	Feb. 26 - Mar. 26, 2021 (28 days)	Apr. 2 - Apr. 23, 2021 (21 days)	Apr. 30 - May 21, 2021 (21 days)
Late Registration	June 27 - July 3, 2020 (7 days)	July 25 - July 31, 2020 (7 days)	Aug. 22 - Aug. 28, 2020 (7 days)	Sept. 26 - Oct. 2, 2020 (7 days)	Oct. 24- Oct. 30, 2020 (7 days)	Nov. 21 - Nov. 27, 2020 (7 days)	Dec. 26 - Jan. 1, 2021 (7 days)	Jan. 23 - Jan. 29, 2021 (7 days)	Feb. 20 - Feb. 26, 2021 (7 days)	Mar. 27 - Apr. 2, 2021 (7 days)	Apr. 24 - Apr. 30, 2021 (7 days)	May 22 - May 28, 2021 (7 days)
Registration Days	42	28	28	35	28	28	35	26	28	35	28	28
Enrolled Date	July 16, 2020	Aug. 13, 2020	Sept. 10, 2020	Oct. 15, 2020	Nov. 12, 2020	Dec. 10, 2020	Jan. 14, 2021	Feb. 11, 2021	Mar. 11, 2021	Apr. 15, 2021	May 13, 2021	June 10, 2021
Course Transfer Deadline	July 10, 2020	Aug. 7, 2020	Sept. 4, 2020	Oct. 9, 2020	Nov. 6, 2020	Dec. 4, 2020	Jan. 8, 2021	Feb. 5, 2021	Mar. 5, 2021	Apr. 9, 2021	May 7, 2021	June 4, 2021
Deadline for 100% tuition refund	July 5, 2020	Aug. 2, 2020	Aug. 30, 2020	Oct. 4, 2020	Nov. 1, 2020	Nov. 29, 2020	Jan. 3, 2021	Jan. 31, 2021	Feb. 28, 2021	Apr. 4, 2021	May 2, 2021	May 30, 2021
Term Start Date	Mon. July 6, 2020	Mon. Aug. 3, 2020	Mon Aug. 31, 2020	Mon. Oct. 5, 2020	Mon. Nov. 2, 2020	Mon. Nov. 30, 2020	Mon. Jan. 4, 2021	Mon. Feb. 1, 2021	Mon. Mar. 1, 2021	Mon. Apr. 5, 2021	Mon. May 3, 2021	Mon. May 31, 2021
Deadline for 75% tuition refund	July 12, 2020	Aug. 9, 2020	Sept. 6, 2020	Oct. 11, 2020	Nov. 8, 2020	Dec. 6, 2020	Jan. 10, 2021	Feb. 7, 2021	Mar. 7, 2021	Apr. 11, 2021	May 9, 2021	June 6, 2021
Deadline for 50% tuition refund	July 19, 2020	Aug. 16, 2020	Sept. 13, 2020	Oct. 18, 2020	Nov. 15, 2020	Dec. 13, 2020	Jan. 17, 2021	Feb. 14, 2021	Mar. 14, 2021	Apr. 18, 2021	May 16, 2021	June 13, 2021
Deadline for 25% tuition refund	July 26, 2020	Aug. 23, 2020	Sept. 20, 2020	Oct. 25, 2020	Nov. 22, 2020	Dec. 20, 2020	Jan. 24, 2021	Feb. 21, 2021	Mar. 21, 2021	Apr. 25, 2021	May 23, 2021	June 20, 2021
End of 6 week lab term	Aug. 23, 2020	Sept. 20, 2020	Oct. 18, 2020	Nov. 22, 2020	Dec. 20, 2020	Jan. 17, 2021	Feb. 21, 2021	Mar. 21, 2021	Apr. 18, 2021	May 23, 2021	June 20, 2021	July 18, 2021
Midterm exam week for select 12 week courses	Aug. 17 - Aug. 23, 2020	Sept. 14 - Sept. 20, 2020	Oct. 12 - Oct. 18, 2020	Nov. 16 - Nov. 22, 2020	Dec. 14 - Dec. 20, 2020	Jan. 11 - Jan. 17, 2021	Feb. 15 - Feb. 21, 2021	Mar. 15 - 21, 2021	Apr. 12 - Apr. 18, 2021	May 17 - May 23, 2021	June 14 - June 20, 2021	July 12 - July 18, 2021
Final exam week for 12 week term	Sept. 21 - Sept. 27, 2020	Oct. 19 - Oct. 25, 2020	Nov. 16 - Nov. 22, 2020	Dec. 21 - Dec. 27, 2020	Jan. 18 - Jan. 24, 2021	Feb. 15 - Feb. 21, 2021	Mar. 22 - Mar. 28, 2021	Apr. 19 - Apr. 25, 2021	May 17 - May 23, 2021	June 21 - June 27, 2021	July 19 - July 25, 2021	Aug. 16- Aug. 22, 2021
End of 12 week term	Sept. 27, 2020	Oct. 25, 2020	Nov. 22, 2020	Dec. 27, 2020	Jan. 24, 2021	Feb. 21, 2021	Mar. 28, 2021	Apr. 25, 2021	May 23, 2021	June 27, 2021	July 25, 2021	Aug. 22, 2021

2020-2021 Calendar SBM						
Term	July 2020	Sept. 2020	Nov. 2020	Jan. 2021	Mar. 2021	May 2021
Registration Dates	May 25 - June 26, 2020 (35 days)	Aug. 1 - Aug. 21, 2020 (21days)	Oct. 3 - Oct. 23, 2020 (21 days)	Nov. 28 - Dec. 25, 2020 (28 days)	Jan. 30 - Feb. 19, 2021 (21 days)	Apr. 3 - Apr. 23, 2021 (21 days)
Late Registration	June 27 - July 3, 2020 (7 days)	Aug. 22 - Aug. 28, 2020 (7 days)	Oct. 24 - Oct. 30, 2020 (7 days)	Dec. 26 - Jan. 1, 2021 (7 days)	Feb. 20 - Feb. 26, 2021 (7 days)	Apr. 24 - Apr. 30, 2021(7 days)
Registration Days	42	28	28	35	28	28
Term Start Date	Mon. July 6, 2020	Mon. Aug. 31, 2020	Mon. Nov. 2, 2020	Mon. Jan. 4, 2021	Mon. Mar. 1, 2021	Mon. May 3, 2021
Deadline for 100% tuition refund	July 5, 2020	Aug. 30, 2020	Nov. 1, 2020	Jan. 3, 2021	Feb. 28, 2021	May 2, 2021
Deadline for 50% tuition refund	July 19, 2020	Sept. 13, 2020	Nov. 15, 2020	Jan. 17, 2021	Mar. 14, 2021	May 16, 2021
End of 8 week term	Aug. 30, 2020	Oct. 25, 2020	Dec. 27, 2020	Feb. 28, 2021	Apr. 25, 2021	June 27, 2021

Request for Proposal:
Enterprise Resource Planning (ERP) Solution
ADDENDUM #1

Event	Date	Time
Request For Proposal	10/13/20	N/A
Site Visit/Pre-Bid Meeting (Refer to RFP Section 1.0 for more information.)	N/A	N/A
Questions Due	10/20/20	4 PM
Answers Emailed (approximate date and time)	10/26/20	N/A
Bid Submission Due / Public Bid Opening (Refer to RFP Section 4.0 for more information.)	11/6/20	12 PM

Dates are subject to change. All changes will be reflected in Addendum issued.

RFP Issued By
Thomas Edison State University
Office of the Treasurer, Purchasing Department
Jennifer Montone, Director of Purchasing
111 W. State Street
Trenton, NJ 08608
E-mail: rfp@tesu.edu

Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller ("OSC") is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor's Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/RFQ], the winning bidder's proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder's/Proposer's failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder's/proposer's assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Questions Received from Potential Bidders

1. Regarding the RFP for Enterprise Resource Planning (ERP) Solution, would TESU consider extending the bid submission due date by two weeks? **In order for a proposal to be accepted, it must be received by 11/6/20 at 12 PM. The deadline will not be extended.**
2. Will the university consider waiving the notary requirement on the Non Collusion form due to COVID social distancing recommendations? **The Non-Collusion form must be notarized.**
3. Will the university consider an electronic submission of the proposal rather than the hard copy requirements? **Hard copies of proposals must be received by 11/6/20 at 12 PM. At or after the bid proposal deadline, proposals must be emailed to rfp@tesu.edu.**
4. Are original (“wet”) ink signatures required? **The “original” bid proposal shall include an original (“wet”) ink signature. Bid proposal copies do not require original (“wet”) ink signatures.** Or, may the signatory authority sign the documents by hand in ink, and then email those signed documents separately to the submitter? **Please see answer provided above.**
5. The price instructions state: “Pricing must be submitted in the provided format. No other price format will be considered or your bid will be non-responsive.” The price sheet was included in appendix 1 of the RFP document in a PDF format and it was also included in an Excel format. Which format would TESU prefer the pricing to be submitted? If the university prefers Excel, should it be saved to a USB drive and included as part of our proposal package or submitted as a printed format in hard copy? **The University provided the price sheet in an Excel format for ease of proposal preparation. For the hard copy submissions, either the PDF or the Excel formats will be accepted. For the electronic submissions (on or after 11/6/20 at 12 PM), both the PDF and the Excel formats will be accepted.**
6. Regarding requirement #14 on page 14 (“Provide a list of other higher education clients...”), is there a required number of client references that vendors should provide? **To remain consistent with #6-c on page 14, please provide 2 or 3 client references.**
7. Section 3.0 indicates that vendors must respond to the scope of work (Section 2.0). Can you clarify whether each item in Section 2.0 (including subsections) requires a direct response? Or, should vendors address the scope of work from an overall perspective? **Each item in Section 2.0 (including subsections) requires a direct response.**
8. Regarding CRM, how many full access users (able to configure the system, update settings/workflows, create and manage campaigns/communication plans, use live chat, write reports, other higher level functions) do you anticipate will access the solution? **The University anticipates approximately 10 full access users.**
9. Regarding CRM, how many limited access users (only able to update contact data fields, add notes, and run pre-written reports) do you anticipate will access the solution? **The University expects approximately 100 limited access users.**
10. Regarding CRM, do you expect to use the chat feature? If so, how many chat users do you anticipate will access the solution? **Yes, use of the chat feature is expected.**
11. Regarding Finance/HR/Payroll, how many full access users (able to configure the system, update settings/workflows, perform accounting and finance back office tasks (AP, AR, GL, process transactions, generate financials), write reports, approve and manage budgets, and other higher level functions) do you anticipate will access the solution? **The University anticipates approximately 20 full access users.**

12. Regarding Finance/HR/Payroll, how many limited access users (only able to view pay stubs/W-2s, view and select benefits, update personal information (address, demographic info), submit and approve timecards and expense reports, submit budget and purchasing requests) do you anticipate will access the solution? **The University expects approximately 15 limited access users.**
13. Can you provide a count of students enrolled based on each program award type? **The University does not wish to provide specific information on student counts at this time. In general, most student types have thousands of students.**
14. Does TESU have the need for multiple legal entities? **No, all funds are expected to fall within the same instance of the ERP. The University has a Foundation which is a separate legal entity with a different accounting year than the University. The University operates on a July 1 – June 30 fiscal year and the Foundation is a calendar year entity.**
15. Does TESU have a Foundation in addition to the University? **Yes, per question above.**
16. Do we need to include Faculty Workload Management in our response? **No.**
17. Can you please elaborate on your budgeting needs? The University requires the ability to enter a budget and produce financial reports that compare budget to actual. In addition, purchase orders are required to have sufficient budget or override capability if budget is not available.
- a) Develop and maintain budget policies and procedures and control **No.**
 - b) Develop and maintain commitment accounting policies (encumbrances) Yes, encumbrances based on approved purchase orders. Financial reports should provide budget, actuals and encumbrances with a remaining balance computed – budget less actual less encumbrances.
 - c) Prepare basic budgets Yes, the University needs to have a basic budget entered into the general ledger
18. Is there a selection committee responsible for reviewing RFP submissions? **Yes.**
- a) Who is on the committee? **The Evaluation Committee will be comprised of members from the following departments: Information Technology (MIS), Purchasing, Office of the Controller, Office of Student Financial Accounts and Operations, Office of Financial Aid, Office of the Registrar, and Office of Academic Advising. Can you please provide names and titles? No.**
 - b) Will we have access to the decision makers or executive leadership team in your organization? **No.**
19. Please provide the weighted percentage assigned to the five evaluation criteria as indicated in section 5.1 of the RFP.
- Weighted Value 0-20 Points - Financial, Business, and Experiential Qualifications and Strength of the Bidder**
 - Weighted Value 0-20 Points - Response to Scope of Work**
 - Weighted Value 0-20 Points - Methodology and Recommended Approach**
 - Weighted Value 0-20 Points - Integration Capability**
 - Weighted Value 0-20 Points - Cost Proposal**
20. Is there a specific compelling event or reason for this timeline? **A portion of this project is being grant-funded.**
21. Would TESU consider a no decision or a decision to not move forward with implementing a new ERP solution? **The University reserves the right to reject all bids, or to award in whole or in part, if deemed to be in accordance with all applicable law.**
22. What is the formal process after the bid opening on November 6, 2020? **The Evaluation Committee will convene beginning on or about 11/9/20. The Committee will determine if they will invite bidders to campus**

for oral presentations or will request clarification of bid proposals, in accordance with Section 5.2. **Bidders are asked to save the date of 11/13/20 for potential oral presentations.** It is anticipated that the Committee will make their recommendation for award on or about 11/17/20, at which time Notices of Intent to Award will be sent to all bidders.

23. How many vendors are expected to be selected in the down selection process? **In accordance with Section 5.2, the University may select bidder(s) to provide an oral presentation and/or clarification of the bid proposal.**
24. Will the down selected vendors be expected to demo to the selection committee? **Vendors chosen to provide oral presentations, in accordance with Section 5.2, will be expected to present a demonstration to the Evaluation Committee on or about 11/13/20.**
25. Will there be an opportunity to conduct a formal discovery process prior to demos? **Vendors chosen in accordance with Section 5.2 will have an opportunity to provide and discuss requested accommodations for their oral presentation/demo.**
26. Has TESU retained the services of a consulting organization, If yes, who? **No.**
27. Budget Approval
- a) Who owns the budget? **The University.**
 - b) Who is the person or person(s) responsible for the final selection? **The Evaluation Committee.**
 - c) Who signs off on the vendor selection? **Notices of Intent to Award are issued by the Office of the Treasurer.**
 - d) Does this decision require a board meeting? **No.**
 - i. If so, when is the scheduled date for the board meeting? **N/A**
 - ii. Has budget been approved for this project? **Yes.**
 - iii. How much budget has been approved for the project? **The University does not wish to disclose the budget at this time.**
 - e) When will budget be available for this project? **Upon award.**
28. Contracts
- a) When is the anticipated timeline for contract signature? **Contract review will begin on or about 11/23/20 and be signed upon mutual agreement of terms and conditions of the contract.**
 - b) Who is responsible for contract negotiations and communication? **The Office of the Treasurer in collaboration with MIS and University Counsel.**
 - c) Will TESU require a new contract or are you open to using an existing contract that has been used with another New Jersey State University? **The University is willing to consider the same contract template that has been used with another New Jersey State University.**
29. Implementation?
- a) When is the anticipated start date for the project? **Upon contract signature.**
 - b) What is the expected Go-Live date? **In accordance with Section 3.2 #16 bidders are required to provide a proposed timeline from bid award through project completion, including conversion and training.**
 - c) Will TESU assign a dedicated project manager? **Yes.**
 - d) Will there be a detailed discovery process for implementation services? **Yes.**
30. Given the nationwide pandemic our entire company is working remotely and as such;
- a) Would TESU allow emailed submissions of the proposal response in place of the hard copies described in the RFP? **Hard copies of proposals must be received by 11/6/20 at 12 PM. At or after the bid proposal deadline, proposals must be emailed to rfp@tesu.edu.**

- b) Would TESU remove the notarization requirement for the Non-Collusion Affidavit? **The Non-Collusion form must be notarized.**

31. How many funds do you have in the GL? **20 funds for the University and 10 for the Foundation.**
32. Can we review a copy of your current chart of accounts? **The University does not wish to share the current chart of accounts since it would not be relevant. The chart of accounts will be updated as a result of this process. The current chart will be provided to the winning bidder.**
33. Are you happy with your current chart of accounts or would you like to make changes? **No, the chart will be updated. There were roughly 1,500 accounts that had balances during the prior fiscal year.**
34. How many users will create and approve budget creation? **The University expects approximately 10 to 15 budget creation users.**
35. Can you provide details of your current budget planning process? **The current budget process happens outside of the ERP. The final approved budget is manually entered into the general ledger.**
36. How many Grants do you manage? **The University currently manages roughly 30 grants.**
37. How many employees will use the online purchase requisition process? **Between 25 and 50 purchase requisition users are expected.**
38. How many employees will use the online travel and expense process? **Approximately 250 users will likely utilize the online travel and expense process.**
39. What is your current finance system? **Ellucian – Colleague.**
40. We did not see HR/Payroll as part of RFP, would you be open to receiving information about CampusNexus HR/payroll? **We currently outsource our HR/Payroll process. We do not expect that to change.**
41. What HR and Payroll system is the University using? Does the University expect to integrate the Finance solution? **No, the University is outsourcing this process and does not plan to integrate these elements into the Finance solution at this time.**
42. Will you be looking for your new solution to calculate workload for your mentors? **No.**
43. What products are you currently using to explore your Smart Data needs? **The University utilizes Entrinsik Informer, UCR and ODS for data needs.**



Move to the Next Level with Colleague SaaS



 ellucian®

Submitted by Ellucian

Original

November 6, 2020



Request for Proposal for an ERP Solution

Colleague by Ellucian

November 6, 2020

Prepared By

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Contact

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[REDACTED]
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Imagine a day in the life of TESU with Ellucian Colleague SaaS!

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November 6, 2020

Ms. Jennifer Montone
Director of Purchasing
Thomas Edison State University
111 W. State Street
Trenton, New Jersey 08608

Reference: Request for Proposal for an ERP Solution

Dear Ms. Montone:

For almost 50 years Thomas Edison State University (TESU) has provided postsecondary education for self-directed adult learners. You have trail-blazed in flexible alternative methods of teaching and learning, regardless of distance or time, in an ever-changing world.

Since 1998 Ellucian has been part of the TESU success story through Ellucian Colleague, implemented in your on-premises environment. Today, TESU has embarked on an exciting journey to break down digital silos and provide a seamless student experience, streamline administrative processes and adopt current technologies through a modern cloud-based ERP.

To help TESU meet your critical challenges, which include health concerns affecting all on-premises operations, Ellucian is proposing to modernize Colleague and deploy our Colleague SaaS ERP Solution, an interoperable, data-driven, solution requiring no new hardware and which is always up-to date. As you know, Colleague is implemented at more than 650 institutions worldwide. It is secure, low-risk, and powerful. We are confident the modernization of the familiar Colleague solution in the SaaS deployment will serve the critical needs you have verbalized in our in-depth discussions as well as written in your RFP.

Colleague SaaS will empower TESU to take full advantage of the solution now and in the future with increased security and decreased impact on institutional IT resources. Throughout our response, we detail what your future success will look like, with evidence showing how our offer of strengthening our partnership is the right move for TESU.

What does it mean for TESU to invest with the most experienced and dedicated Higher Education experts? There are several key deliverables that will lead to your digital transformation. The Ellucian engagement will provide you with:



- ✓ Fully operational, streamlined and modern Colleague SaaS solution (including Student, all available NOW) encompassing all of your core administrative and student processes
- ✓ Industry-leading integration strategy utilizing Ellucian Ethos
- ✓ Mobile, 24x7 experience for all constituents
- ✓ Application agnostic integration architecture
- ✓ And so much more discussed in our proposal

All available to you in the cloud – which means complete management of all Ellucian solutions is automatically maintained and updated by Ellucian, so TESU will continue to stay at the forefront of technology and deliver the most modern and current experience to your students, mentors and staff for years to come.

Ellucian is the recognized leader in the Higher Education industry with a strategic focus on student-success outcomes. While other vendors are failing to complete projects as promised, our Ellucian services team boasts a nearly 100% delivery record on-time and on-budget. When other vendors fail to deliver capabilities that are critical to meeting student success needs like early – and compliant – financial aid packaging or accurate student bills based on institution-specific rules, we remain committed to delivering a working and proven solution to our customers. We believe that our tested solutions will meet your needs today while we strengthen our successful collaborative partnership for decades to come.

I will reach out to you a few days after you receive our response. If you have any questions in the meantime, please do not hesitate to contact me via phone at or via email at Robert.Ardigo@ellucian.com.

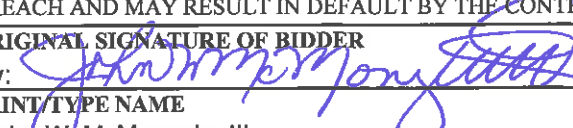
Sincerely,

DocuSigned by:

Robert Ardigo

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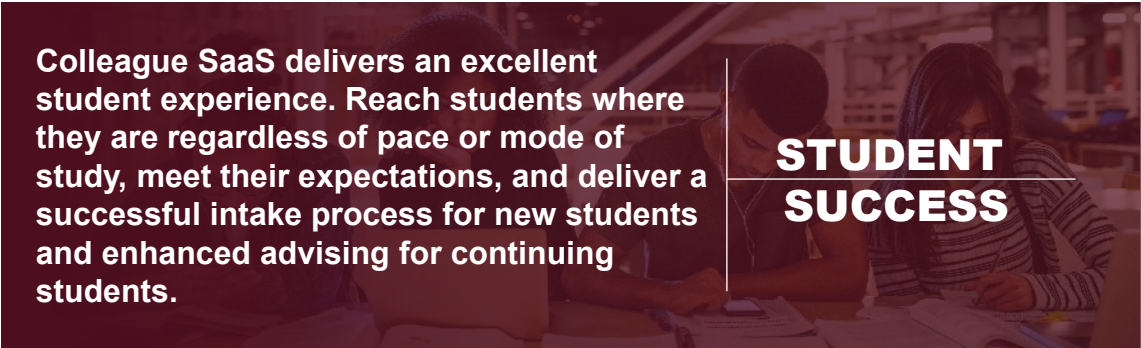
Robert Ardigo
Account Executive

SIGNATURE PAGE: REQUEST FOR PROPOSAL	
FOR: ERP Solution	RETURN BID PROPOSAL TO: Thomas Edison State University Office of the Treasurer, Purchasing Department Jennifer Montone, Director of Purchasing 111 W. State Street Trenton, NJ 08608
ON OR AFTER THE DATE AND TIME OF THE PUBLIC OPENING, EMAIL FULL AND EXACT COPY OF BID PROPOAL TO: RFP@TESU.EDU	
1. BID PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF <u>12 PM</u> ON <u>11/6/20</u> AT THE FOLLOWING ADDRESS (NOTE: TELEPHONE, TELEFACSIMILE, EMAIL, OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED): THOMAS EDISON STATE UNIVERSITY OFFICE OF THE TREASURER, PURCHASING DEPARTMENT JENNIFER MONTONE, DIRECTOR OF PURCHASING 111 W. STATE STREET TRENTON, NJ 08608	
2. THE BIDDER MUST SIGN THIS REQUEST FOR PROPOSAL (RFP) SIGNATURE PAGE IN ADDITION TO THE ITEMS LISTED AS "APPLICABLE" IN APPENDIX #1 OF THIS REQUEST. FORMS HAVE BEEN PROVIDED IN APPENDIX 1. 3. THE BID PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS. F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PROPOSAL PRICES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT. 4. ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK. 5. THE BIDDER IS STRONGLY ENCOURAGED TO ATTEND THE PRE-BID CONFERENCE(S) AND SITE VISIT(S). NO SPECIAL ARRANGEMENTS WILL BE MADE FOR THOSE NOT ATTENDING. INFORMATION ON PRE-BID CONFERENCE(S) AND SITE VISIT(S) CAN BE FOUND IN THE SCHEDULE OF EVENTS SECTION OF THIS REQUEST. 6. PROPOSALS SHALL REMAIN OPEN FOR ACCEPTANCE AND MAY NOT BE CHANGED OR WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS AFTER THE BID OPENING DATE.	
TO BE COMPLETED BY BIDDER BIDDER NAME: <u>Ellucian Company L.P.</u>	
ADDRESS: <u>2003 Edmund Halley Drive, Suite 500</u> <u>Reston, VA 20191</u>	
BIDDER TEL#: <u>(800) 223-7036</u> EXT: _____ BIDDER FAX#: _____	FEDERAL TAX IDENTIFICATION # _____ BIDDER E-MAIL: <u>salesproposals@ellucian.com</u>
SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT ADDENDA ISSUED, THE REQUEST FOR PROPOSAL, THE UNIVERSITY'S STANDARD TERMS AND CONDITIONS (APPENDIX 1) AND THE RESPONSIVE BID PROPOSAL CONSTITUTE A CONTRACT UPON THE UNIVERSITY'S OPTION TO ISSUE A WRITTEN NOTICE OF ACCEPTANCE TO BIDDER FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER ADDENDA OR THE REQUEST FOR PROPOSAL DURING THE TERM OF THE CONTRACT SHALL CONSTITUTE A BREACH AND MAY RESULT IN DEFAULT BY THE CONTRACTOR AND/OR CONTRACT TERMINATION.	
ORIGINAL SIGNATURE OF BIDDER By: 	DATE <u>10/30/20</u>
PRINT/TYPE NAME <u>John W. McMonagle, III</u>	TITLE <u>Vice President and Chief Accounting Officer and Corporate Controller</u>

Notwithstanding the above, Ellucian signs this RFP Signature Page subject to its Reservation of Rights included in our proposal.

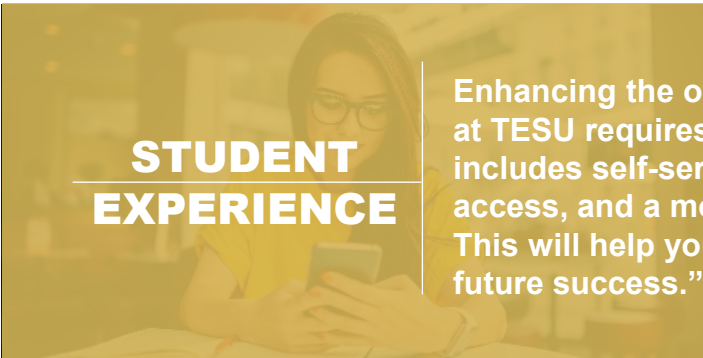
Alignment with Your Mission and Purpose

Ellucian understands your need to provide an excellent student experience for self-directed adults through diverse and alternative methods. Your Mission and Purpose align with the strengths of Ellucian's unified Colleague SaaS product and service offerings. We offer TESU a complete SaaS solution with ***fastest time-to-value and least disruption*** building on TESU expertise, unavailable from other vendors!



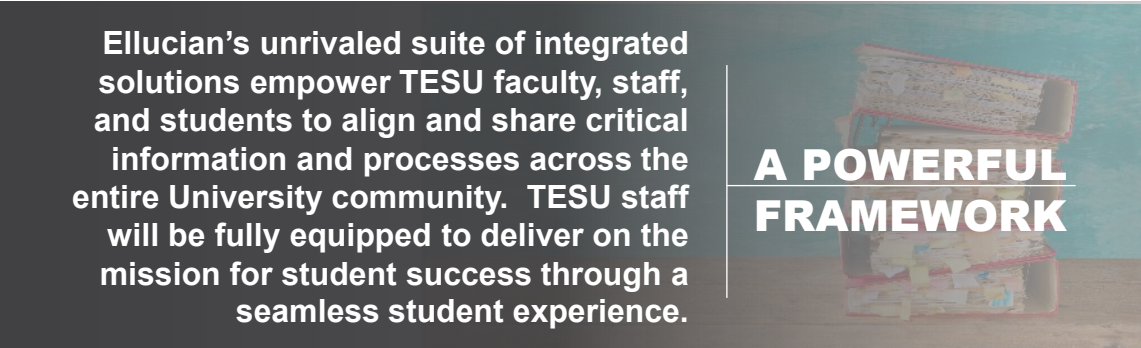
Colleague SaaS delivers an excellent student experience. Reach students where they are regardless of pace or mode of study, meet their expectations, and deliver a successful intake process for new students and enhanced advising for continuing students.

STUDENT SUCCESS



STUDENT EXPERIENCE

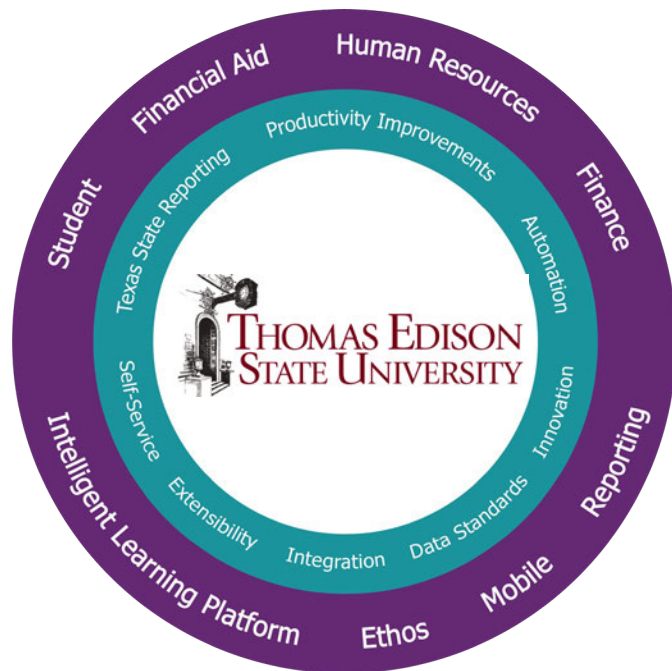
Enhancing the overall student experience at TESU requires improved technology that includes self-service capabilities, mobile access, and a modern user experience. This will help you “create a bridge to future success.”



Ellucian's unrivaled suite of integrated solutions empower TESU faculty, staff, and students to align and share critical information and processes across the entire University community. TESU staff will be fully equipped to deliver on the mission for student success through a seamless student experience.

A POWERFUL FRAMEWORK

Solving Your Challenges



Get critical student information into the hands of those supporting their success immediately! Unified systems and data using a modern platform empower increased automation and efficiency for approvals and moving/updating of data from one area of the university to another – regardless of physical distance.



Manage your end-to-end enrollment process using a solution that creates consistency across the student experience – from applying for aid, to registering for classes, to paying the bill. Analyze, package and disburse aid using automated processes with built-in, critical checks and balances.



Empower faculty with real time enrollment information in the palm of their hand. Modern technology that supports increased trust in data and improved constituent experiences.



Behind-the-scenes automation gets departments working together. When they work together, they reduce manual time and efforts. That means staff can focus on the personalized service to students to which TESU remains committed.

The Ellucian Difference



Robust, trusted portfolio of solutions that can support your unique mission and student journey



Cloud and mobile ready technologies to automate processes and improve efficiencies



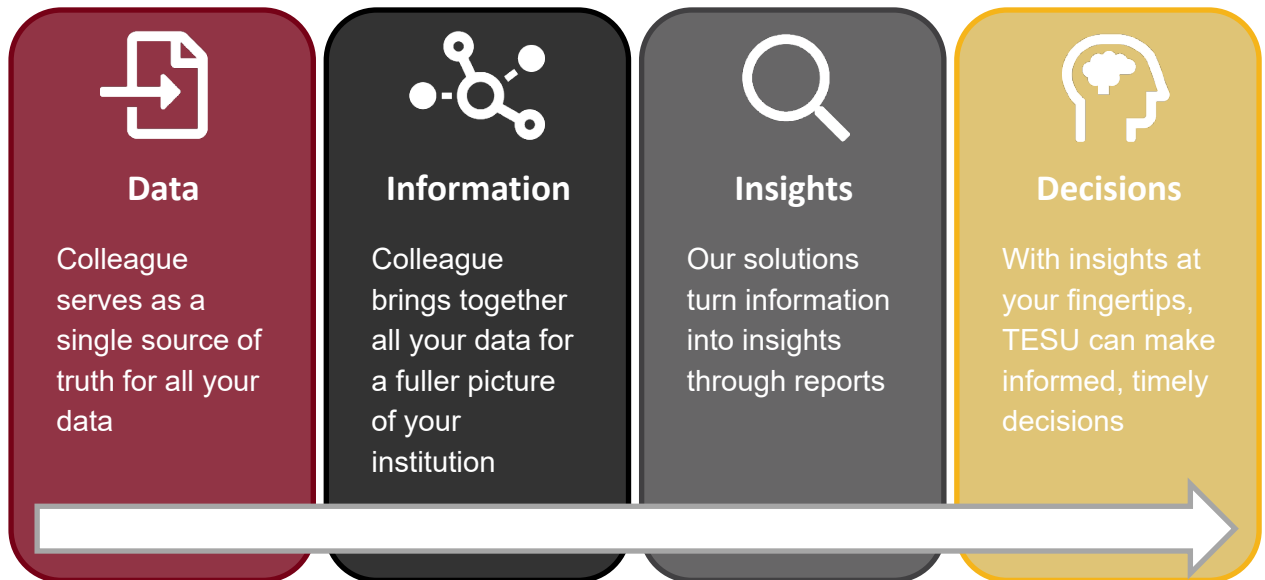
Work smarter and advance operational goals, such as employee effectiveness and fiscal sustainability, by using our industry leading ERP

Empowering TESU

The move to Colleague SaaS will empower you create a modern digital campus. This makes it easier for all your users to communicate, get information they need, and accomplish everyday tasks. In SaaS you are always current with no extra hardware spend.

The Colleague SaaS environment for TESU includes:

- **Student:** Deliver the kind of experiences that keep students engaged and on track for success—from enrollment to advising to outcomes tracking.
- **Financial Aid:** Automate day-to-day tasks so your institution can handle financial aid processes efficiently, quickly, and equitably, regardless of the source or type of aid.
- **Finance:** Improve security, efficiency, transparency, reliability, and compliance—improving decision-making and governance across the institution
- **Self-service:** Provide information all your constituents need and empower them to complete transactions with the university in the palm of their hand.
- **Intelligent Learning Platform (ILP):** Manage traditional, online, and hybrid courses from a single platform with your LMS to reduce faculty frustration, increase efficiency, and diminish data errors.
- **CRM Advise SaaS:** Enabling TESU to stay current on industry leading student Retention and Student engagement solution.



Colleague SaaS will empower you to make better, data-informed decisions with increased operational efficiency, control, compliance, and transparency.



Delivering on Your Requirements

Constituent Satisfaction

- Intuitive, mobile ready solutions that meet students, faculty, and staff where they are on their schedule
- Maintain the personal attention you desire while streamlining communication processes with standardization and automation
- One system for all engagement with TESU makes it easy for constituents to connect and be productive

Decision Support / Institutional Intelligence

- Trusted data is available to inform decisions across the University
- Data modeling allows TESU to be agile as changes in planning are necessary
- Federal compliance reports are delivered in the solution

Student Success

- Structured engagement from first contact through successful completion
- Consistent and up-to-date information available for students and advisors online at any time
- Tracking progress toward degree is intuitive and available
- Analyzing planned courses for upcoming terms empowers TESU staff to plan an effective schedule of courses to meet student needs

Operational Efficiency

- A single unified system serving the entire TESU enterprise encourages collaboration, streamlines processes, and facilitates one trusted source of data
- Inherent workflows improve processes that cross business areas with no delay or loss of data integrity and audit capabilities

Why Choose Ellucian?



Higher Education Focus

Creating partnerships with our customers is about a commitment to forging long-term relationships with Higher Education institutions around the globe. Our commitment to this industry has created synergies of knowledge and a deep understanding of your institution's requirements. Colleague is purpose built to deliver the experience your staff and students expect – now and throughout your entire journey evolving education.

Integrated User Experience

Today's users expect an easy, yet powerful experience across all the systems they need to accomplish a task. This means modern solutions must support high impact interactions that are fully integrated and intelligent. Ellucian delivers the most comprehensive platform that allows institutions to extend and link disparate information and processes, as well as external systems. Doing so provides users with immediate access to comprehensive data, processes, workflows, and analytics.

Solution Breadth & Flexibility

Software suites are designed to solve your problems. In order to do that, they need to bring together the depth and breadth of functionality to fulfil your requirements, support your desired goals, and do it efficiently. Ellucian delivers a robust, feature-rich, easy-to-use solution set with the greatest configurability to put you in control of your institution's operations and achieve results.

Time to Value

We are ready to implement TESU to Colleague SaaS today, with all the time and cost-saving measures you need for fastest time to value.

Insights & Analytics

Visibility is the new currency of effective management across all aspects of an institution. Ellucian knows it's imperative to leverage data analytics to help your intuition improve performance, lower costs, increase enrollment, and measure student engagement. Therefore, we include a sophisticated, intelligent analytics solution that enables institutions to gain real-time insight into your operations, student activity, and tools to assess trends and risks.

Customer Success

Value-added support, service, and overall effective delivery from trusted industry experts throughout the entire solution lifecycle is the key to customer success. Ellucian provides end-to-end support and best practice experience that covers the full spectrum of an institution's needs, including strategy planning, solution implementation, technology design and deployment, and management of ongoing systems, programs and initiatives. We are here to help you drive success and optimization of your solution over the long-term. Our proven success and long-tenured customer base validates our ability to deliver on our customer commitments.

SECTION 1

Response to 3.0 Bid Proposal Technical Requirements

3.0 Bid Proposal Technical Requirements

Bidders must clearly demonstrate how their proposed ERP solution will meet or exceed requirements listed in the scope of work through a detailed methodology and recommended approach that includes required integration capabilities. Pursuant to Section 2.4, bidders must demonstrate that their systems are able to integrate all areas and encompass existing systems. Bidders must demonstrate that their systems reduce/eliminate redundant entry of data.

2.1 Commodity Description Scope of Work Synopsis

Thomas Edison State University (the University) has a goal to enhance the student experience, which is foundational to providing an extraordinary education. The technological improvements sought through this RFP shall facilitate distance learning and improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions. The University reserves the right to choose between hosted (SaaS) and on premise instances, or a combination thereof.

To do this, The University strives to:

- Provide a seamless experience for students across the University.

Colleague tracks the student's curriculum through each stage of their lifecycle at the institution. From a prospect, applicant, to an enrolling student, the system will track basic demographic information, program/curriculum pursuits, and track eligibility by program for graduation. With our solutions, the system will maintain a comprehensive record of student's lifecycle while enrolled or if they return for another credential.

- Provide technology that integrates and personalizes student engagement.

Colleague will offer tremendous opportunity to streamline business processes, eliminate redundancies, and automate administrative functions so the University's mentors and staff can focus on what matters – improving the institution and the personalized services it provides students. Without customization, Colleague provides a personalized experience to your staff, mentors, prospective and current students. Your constituents will have access to TESU services 24 hours a day, seven days a week. Configurable self-

service capabilities empower your users with the information they need to conduct business and communicate with others in timely and effective manner.

- Enable the use of analytics to guide students through their education and allow the tracking of status towards completion to ensure students are successful in meeting their goals by enrolling in the right courses based on their goals.

Colleague provides user-friendly, academic advising and degree audit tools. The system will help your students and their advisors negotiate your institution's curriculum requirements. By having clear roadmaps of the curriculum requirements, your students will have a clear path to graduation. By using the degree audit features in the system, you can improve your institution's advisory services to students.

The system's embedded Planned Sections and Course Report provide data for academic planning. The aggregate from this report provides a curricular roadmap for future course demand and emerging enrollment patterns.

- Enable communications at every level to ensure that the University uses multiple channels of communication to reach each student.

Today's campus interactions have grown in both volume and complexity. Being able to send timely and effective notifications enables you to engage with students in a timely and efficient manner. Colleague can send email, text, or letter notifications. The personalized communication is meant to inform or request an action from the student.

The solution's communication management feature is available for any tactical and transactional communications. Your communications can be automatically triggered using a TESU-configured rule. Examples of system-generated communication include financial aid award letters; reminder messages to register for classes; friendly reminder that tuition is past due or inform a system user a hold has been placed on their record.

- Make education more affordable through streamlined, simplified processes that are reliable, responsive, and developed with the student in mind.

Colleague will streamline your business processes, eliminate redundancies, and automate administrative functions so you can focus on what matters – improving the institution and the personalized services you provide to your students. Colleague will continue to support your mission to provide “*distinctive undergraduate and graduate education for self-directed adults*” in an efficient and effective manner.



“Students can’t afford to spend more semesters in the university because they messed up on course requirements. Colleague Student Planning will help students track their requirements more closely and graduate in a timely manner.”

Becky Lambert, Registrar

- Use modern technology that enables personalization of the student experience.

Ellucian applications increase constituent satisfaction by delivering a modern interface which provides a great user experience for today's tech-savvy students. Colleague stores the data which enable you to respond quickly, personalize content and promote and foster a user-friendly experience for your students. Your students upon receipt of this information can follow-up on their device of choice 24/7.

In addition, your constituents across the learning community will have a single-entry point for information using Ellucian Experience. Experience aggregates content from multiple systems and displays the data in cards on a user's dashboard. This makes it easier for them to gain the knowledge and access they need to better engage with the institution.

- Create and integrated environment to capture data and improve decision-making.

By employing Colleague, your productivity levels will improve through the simplification of day-to-day tasks such as data entry, regulatory updates, employee benefits management, analytic reports, student and mentor self-service, and much more. Listed below are some of the distinguishing benefits of Colleague that can help you address some of your most pressing business challenges:

- **Web Based** – The entire Colleague application is web based, which allows you to roll out a full suite of web-driven Self-Service workflows to your constituents.
- **Rules Driven** – Colleague operates using flexible, soft-coded, end-user developed rules. This will ensure that Colleague enforces your institution-specific policies. It also eliminates the need for end-users to rely on IT staff to develop and maintain rules.
- **Workflow Management** – Workflow is built into the Colleague solution and provides a flexible environment that is easily tailored to enforce your institution's policies and provide efficient workflows for your users.
- **Ellucian Workflow**, powered by Ellucian Ethos, is a cloud-based business process management and workflow solution. It specifically addresses the unique needs of Higher Education. It is a state-of-the art workflow and Business Process Management solution that can solve your institution's challenges.
- **Communications Management** – One of the biggest strengths of Colleague is its Communications Management module, which will be used by virtually every office on your campus. Communications Management automates and tracks outgoing and incoming communication for each office.



"Real-time data help me make real-time decisions!"

- **Non-Term Driven** – Colleague is flexible and can manage both traditional and non-traditional courses, including the open-entry, open-exit courses associated with adult and continuing education programs.

Furthermore, Ellucian realizes that today's institutions must be at the forefront of adapting to new ways of doing business to better serve their communities. Issues such as rapidly changing workforce needs, emerging technologies, industry partnerships, and the growing diversity of the student population – to name a few – will play a role in how successful an institution can address its constituents' needs. Colleague is extremely flexible in providing customers the ability to capitalize on these types of dynamics, ventures, and initiatives.

To meet these expectations and ensure sufficient support for our student and administrative business processes, the University's future ERP solution will be guided by the following principles.

- **Student outreach:** Deliver targeted outreach and engagement throughout the student lifecycle. Enable interactions across channels and devices, including mobile devices.

Colleague makes it easier for people and systems to work together. By integrating applications and workflows across the entire student lifecycle, TESU can free data from silos and connect the dots for users across the board. Insight is an institution-wide asset, and it delivers the most value when shared with those who need it. Our CRM Advise solution takes advantage of data not being siloed. Using data from across the Colleague solution set, your team can analyze and define success metrics and can be proactive in reaching out to the student in need. The communication features in CRM Advise use responsive design so your students will have access to information on their device of choice.

- **Data and Analytics:** Improve the flow of information and access to business operations system wide. Provide a mechanism for capturing data comprehensively across the University. Eliminate redundant data across the University's systems and ensure data with the systems have the highest degree of integrity and availability.

Colleague, a fully integrated solution, provides a central location for information and processing rules used throughout the solution. You enter data only once in a central core repository and share data with all components and authorized users. This ensures access to the most recent information available and saves time spent on the transfer of information from department to department throughout the campus.

- **Full integration of non-core and third party solutions:** To provide the best overall experience, all ERP and ancillary technology solutions must be fully integrated and fully supported.

Ellucian approaches the conversation about integrations/interfaces as a partnership with TESU. We work together with your team to explain our corporate integration/interface strategy (integration). Viable

methods for integration include Ellucian Ethos and Ellucian SaaS certified integration tools. We identify and implement cost-efficient solutions.

Ellucian Ethos Integration and Ethos Data Model APIs supports the development of integrations to tie disparate systems together. Through our Ethos development program, we provide our partners training, API documentation, and environments to develop an Ethos-based integration with Colleague. For further information about a specific vendor's Ethos-based integration capabilities and roadmap, please contact the vendor.

Ellucian recognizes that robust integration/interface architecture is critical to your strategic vision, as integrations facilitate the execution of key business processes across application boundaries.

Based on open standards and a microservices architecture, Ethos Integration allows applications to integrate in real-time. Applications on-premises or in the cloud can integrate using Ellucian Ethos.

Additionally, Ellucian Ethos Integration provides an integration infrastructure and tools that include Application Programming Interfaces (APIs), Web Services, XML Message Objects, and a batch framework. Through these various features and in conjunction with standards-based middleware where appropriate, we support batch, real-time, and near real-time data synchronization with third-party solutions. Ellucian continues to forge partnerships and define APIs, Web Services, and Message Objects to support new integration/interface needs.



Ellucian's goal and strategic focus is to expose APIs that adhere to REST principles whenever possible. As we enhance applications and add new features, we add and expose RESTful APIs. The Ellucian Resources site is an online resource where information about APIs is available to Ellucian customers and partners. Through the Ellucian Resource site you can learn details about available APIs, such as data model specifications, usage documentation, and implementation standards and guidance.

An integration assessment via our proposed Integration Architecture and Planning (IAP) service will evaluate the capability and technology platform of your other systems to determine the best integration approach. The outcome of the assessment is a roadmap for the recommended approach for supporting each integration to support your business needs. The IAP service determines the appropriate integration methodology and responsibility for creating the integration. The IAP will:

- Validate the list of integrations and determine if our proposed solution set allows you to retire the third-party solution or if the third-party solution requires the creation of a new integration
- Recommend the appropriate integration approach and tool for your requirements
- Recommend leveraging the Ellucian Ethos Framework or an Ellucian integration service, where possible, to minimize point-to-point connections

To support your work developing integrations, Ellucian is proposing an Integration Design Workshop. During the workshop, we review the existing APIs and walk through the process of developing, and extending, APIs to support your integration requirements. Throughout the workshop, your IT team works with your Ellucian consultant to:

- Understand the Ellucian Ethos Platform, the Ellucian Ethos Data Model (EEDM), and Ethos Integration architecture and Ethos Extensibility
- Understand how to obtain reference information for the EEDM and Ethos Integration
- Verify the components necessary for Ethos Integration are installed and functioning properly
- Understand recommended practices for development with APIs
- Discuss integration needs that could potentially be Ethos Integration-enabled using baseline Ethos Data Models

Based on the depth of our proposed solution set, your current reliance on third-party solutions may be significantly diminished. Where an integration is required, Ellucian would be pleased to provide custom services to support integration development, at an additional cost, or you can elect to develop the integration.

Ellucian Ethos Integration Summary

Ellucian Ethos distinguishes our solution from all competitors. Staff no longer face roadblocks when they access information and work together to reach their goal—serving students. That’s why we have invested in a comprehensive platform designed exclusively for Higher Education, Ellucian Ethos.

Powering the most complete portfolio of enterprise applications for Higher Education available today, Ellucian Ethos provides institutions with a single, open, extensible architecture for modernization and growth. From constituent relationship management and student information systems to analytics and administrative tools, Ellucian Ethos connects our entire portfolio of Higher Education solutions. All software running on Ellucian Ethos shares a common architecture, integrated data, and workflows. This creates a barrier-free environment where students can move seamlessly between each stage of the academic lifecycle, and staff can focus on strategic initiatives rather than time-consuming administrative tasks.

Hosted by Amazon Web Services (AWS) and fully cloud enabled, Ellucian Ethos offers greater scalability, mobility, ease-of-use, access to data, and rapid delivery options. Systems can reside on-premises, in the cloud, or in a hybrid model and all connect to the same unifying platform. Three capabilities in particular—Ellucian Ethos Data Model, Ellucian Ethos Data Access, and Ellucian Ethos Integration create a world where all users have what they need to improve performance.

Ellucian Ethos Data Model culls data from a variety of applications (from Ellucian and third-party providers) and puts it in a standard language and format so that systems and people can communicate. The Ellucian Ethos Data Model captures and converts a wealth of data from systems and domains across campus, including demographics, campus life, academic history, curriculum management, registration, admissions, attendance, student profiles, accounts receivables, and financial aid, among many others.

Ellucian Ethos Data Access provides a consolidated source of accurate, real-time data that makes it possible to conduct the kind of sophisticated analytics institutions need to improve performance and make informed decisions.

Ellucian Ethos Integration ensures this data flows easily between systems, applications, and users. This results in deeper, more productive collaboration at every level of the institution.

Ultimately, Ellucian Ethos delivers a rich, connected ecosystem of solutions, partners, services, choices, data, and insights—the engine you need to run a modern campus.

Colleague is an open system that supports external system integrations. Ellucian has developed powerful tools along with numerous APIs for use in integrating systems. For real-time integration, we use the software development kit (EDX SDK) to integrate complementary products with Colleague. For batch interfaces Ellucian provides an Electronic File Transfer (ELF) file exchange tool. This solution allows you to map and exchange flat file data between systems for predefined tables/data elements.

In addition, Colleague provides standard events where a subroutine may be placed in each process. You can add special processing requirements or actions to meet unique or specific needs. Together they provide powerful and flexible tools for customizing or interfacing with Colleague.

- **Maintain Competitiveness:** To provide the University with the highest value and most affordable higher education options, it must remain competitive with other educational entities within and outside the state, including private and other online institutions.

Today's colleges and universities are interconnected like never before. Modern campus business processes require that third-party systems and functions work together to provide the framework for an optimal user experience by fulfilling your mission to be a "center of innovation, information, policy formulation and advocacy on behalf of adult learners" in your region. Colleague SaaS is the engine to run a modern campus and the following key attributes distinguish us from the competition: integration, security, and extensibility. The system open architecture reduces the significant barriers inherent with other systems, making it easy to adapt and grow at your own pace.

At Ellucian, our future-ready solutions are key to our ability to partner with Higher Education institutions like Thomas Edison University to meet this challenge. Colleague is a comprehensive solution that will allow TESU to continue growing and developing programs to engage adult learners that distinguish you in the region as a leader for supporting adult learners.

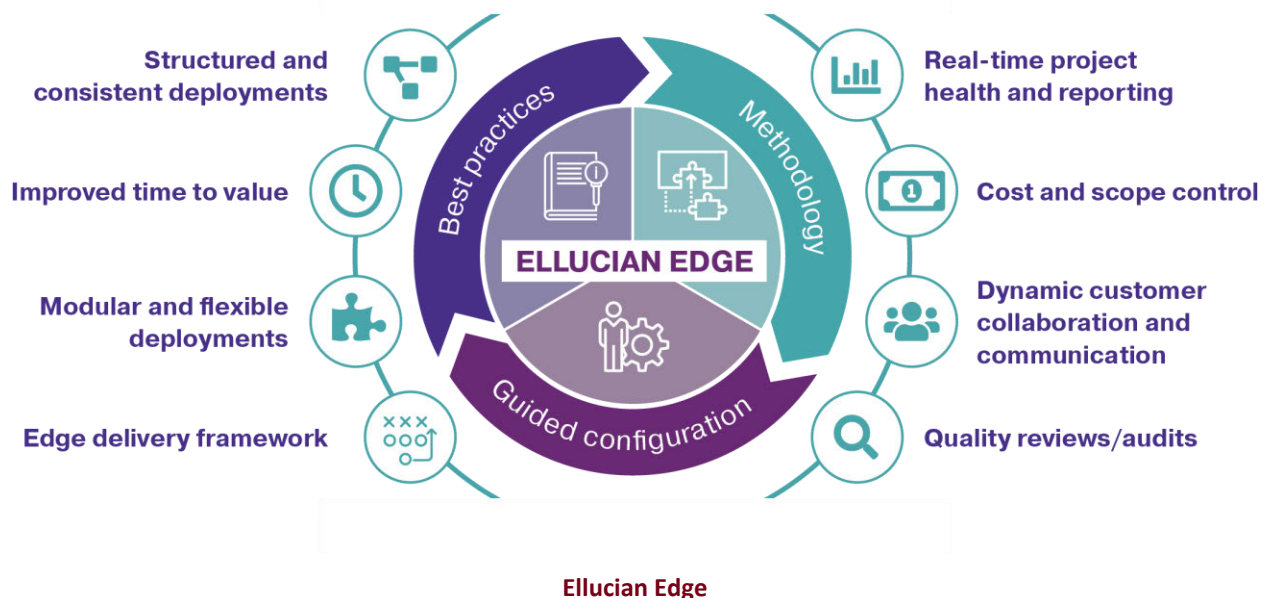
- **System wide processes and procedures:** To both establish and maintain a consistent user experience, and to leverage cloud-based Software as a Service (SaaS) technology solutions effectively, future-state processes will need to be defined or re-defined consistently across the system to support an out-of-the-box implementation which meets compliance requirements. This may also include the definition or refinement of policies and procedures that assure efficient and consistent processes are adopted across the University.

Ellucian is proposing modernizing Colleague in a SaaS environment. To prepare for this process, we will guide you in retiring your custom programs and enabling baseline Colleague functionality to support key business processes. Ellucian will work with TESU to establish project governance to guide the project and TESU user adoption.

Ellucian solutions provide a transformative experience for your entire institution. Transformation to a cloud solution allows you to lay a foundation for growth and innovation, while achieving expected outcomes to deliver the best student experience.

The foundation of the Ellucian methodology is our wealth of experience and extensive knowledge of our customer base. We have created a cost-effective services model focused on guiding you to achieve your successful outcomes. We have heavily invested in our solution deployment and project management tools with the Ellucian Edge methodology.

A set of consistent business processes and system configurations is the focus of our solution delivery. This approach is extremely beneficial as we can optimize the power of each solution, while you maintain flexibility in your overall configuration. We work collaboratively to develop, apply, and share recommended business practices for how to deploy, optimize, and derive value for our customers.

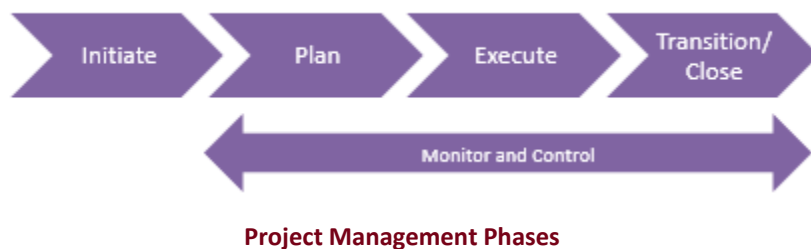


Ellucian Edge Methodology

We use our delivery framework, Ellucian Edge, throughout the project to successfully deploy each Ellucian solution. Our project management team defines and maintains the standards and governance processes. They are the source of documentation, guidance, and metrics on the practice and execution of our project management services. This includes the identification of proven practices for communicating project information.

A consistent approach to project management is used to guide various aspects of the project, including scope management, cost management, schedule management, project change management, communications management, quality management, risk management, and human resource management. The Ellucian Edge Project Management Methodology aligns with the Project Management Institute's Project Management Body of Knowledge (PMBOK®). We base our project management approach on our proven practices. We developed these practices through our extensive experience delivering Higher Education projects.

The four project phases — **Initiation, Planning, Execution, and Transition/Close** — provide the definition and delivery of our services. Wrapping around the four phases are the **Monitor and Control** activities. These activities provide confidence that the four project management phases comply with Ellucian quality standards. Our Monitor and Control activities provide continuous guidance of the project in alignment with the project plan prepared during the Planning phase. This structure (see diagram below) helps monitor and control expectations, budget, scope, schedule, communication, and quality.



- **Initiate:** During this phase, Ellucian transitions the project from sales to the project team. The project team, led by your Ellucian project manager, establishes customer communication and the project collaboration site, located in the Customer Center *My Projects* site, performs pre-planning activities, and conducts an external project launch meeting with your project team. The project site is the management and collaboration home page for the project. Pre-planning activities include:
 - Running scans to identify significant custom code that impacts baseline Colleague functionality. The TESU team is responsible for describing the key customizations.
 - Conducting discovery to determine which business processes need to replace custom and providing a project plan that incorporates findings from discovery
 - Creating authentication and integration strategy

- **Plan:** The Ellucian project manager conducts planning meetings with your team, creates an *Integrated Project Schedule (IPS)* based on findings from discovery, and initiates the project management processes. The IPS is embedded in the project collaboration site and includes both Ellucian and your team's tasks, milestones, and deliverables.
 - *Phase I of the plan focuses on replacing custom code with Colleague baseline functionality in a SaaS environment. During this phase you will capitalize on what you are doing well and move to recommended business process and best practices*
 - *Phase II of the plan provides optimization and extension services to expand your Colleague use and gain additional efficiencies*
- **Execute:** The delivery team performs the work of the project, including assessing, configuring, validating, and deploying the solutions and providing configuration and training services. During phase one, we will deploy Colleague with baseline functionality and best practice recommendations.
 - Once you are in the cloud with Colleague SaaS, we will expand your Colleague use with additional features and the new products proposed for Phase II.
- **Transition and Close:** As the project transitions to a steady state, the project manager ensures a smooth transition to the Ellucian customer success team and follows standard procedures for closing the project.

We use the project collaboration site to successfully manage your project. The project site is the management and collaboration home page for the project. The site provides the project team with a dashboard providing real-time information on the health and progress of your project. While the project managers are primarily responsible for entering and maintaining most of the information in the project site, other Ellucian and customer team members typically update information as well.

The project collaboration site, located in the Customer Center *My Projects* site, was tested with our current customers using a SPRINT methodology to roll-out functionality and make improvements to the design. The project site provides anyone on your team real-time access to the following project information:

Ellucian's project manager works with your project manager to define the overall project schedule and monitor the project. The project managers are responsible for coordinating the schedule and coordinating resolution of project-specific issues. Our project manager oversees the Ellucian project team and assignments to ensure success.

Ellucian's proposal includes the services of our Professional Services consulting team to support your project team in the configuration of our proposed solution. Our team will work with you to operationalize agreed upon business process flows and the utilization of baseline system functionality.

The Assess stage of our Solution Delivery is our opportunity to:

- Align and standardize the business process flows providing you with common business processes across the organization
- Ensure the configuration of each solution maximizes the use of baseline functionality to support the business process flows
- Improve educational and business processes across your institution

Ellucian's consultants use a systematic approach to review key requirements/business process flows with an eye toward improving the process and eliminating custom code while ensuring you take maximum advantage of your Ellucian solution. At the same time, this process review helps the project team make critical configuration decisions to support the next phase of the project.

Identifying, Validating and Updating Business Requirements

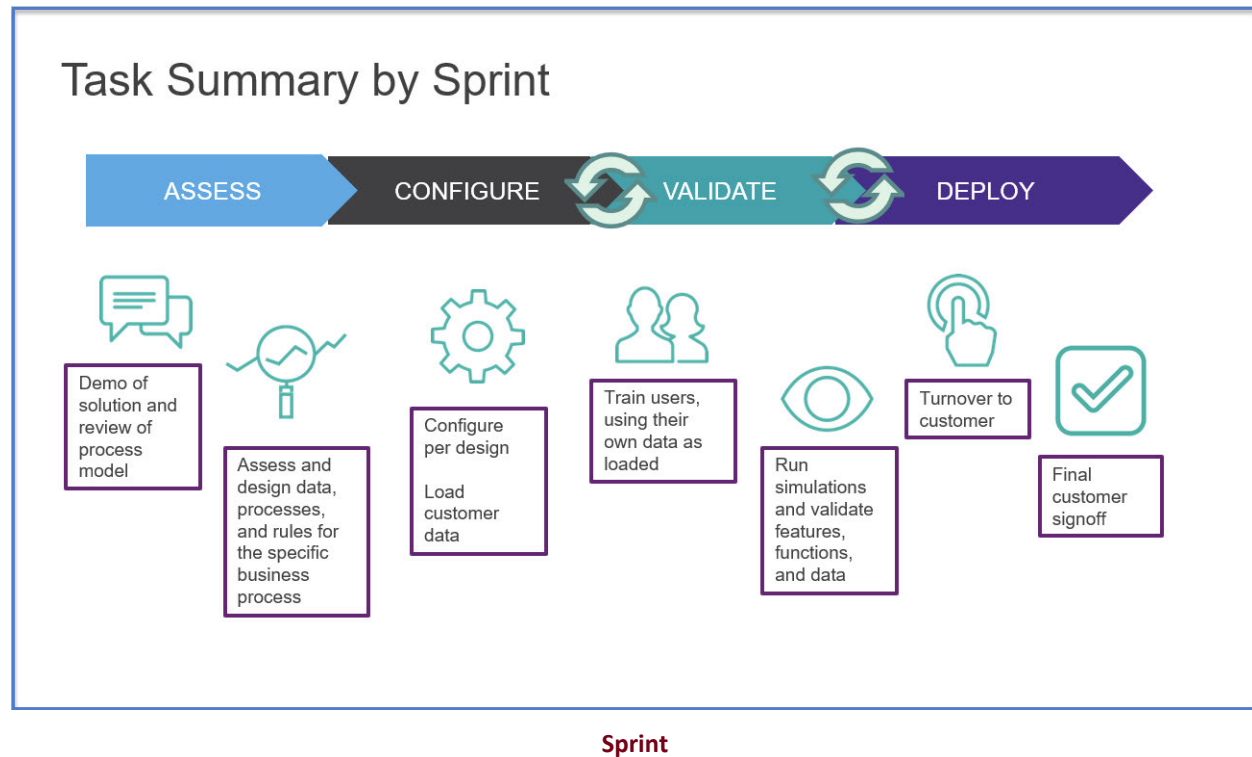
A part of the process review activity is the validation of your key business process flows and a mapping of these requirements to existing system functionality. Ellucian accomplishes this using an iterative approach, during which we review your core processes and identify possible business process adjustments to accurately map functionality supported by the Ellucian solutions.

In areas where you have customized Colleague, we will recommend baseline Colleague SaaS functionality, suitable for the SaaS environment, to meet your business requirements. Where applicable, we recommend process change and use of existing functionality in the Colleague SaaS environment. As part of this process, Ellucian will assist you in identifying, planning, and documenting business process improvement opportunities and potential changes.

Solution Delivery

Throughout the project, we use key sprints so we can work together on manageable components and track the progress of individual tasks via the project collaboration site. The project team can validate the design and configuration through each sprint. Validation could be through formal validation activities or inspection and review, as appropriate.

Each sprint uses an iterative approach – *assess, configure, validate, and deploy* – so we can confirm success before deployment of each business process. For example, a typical sprint might look like this:



Configuration includes building rules and validation tables so you can use the core functionality within the solutions in alignment with identified business processes. Our consultants provide extensive leadership and guidance based on industry knowledge and proven practices, using our proven Solution Delivery methodology.

- **System wide software consistency:** The University wishes to streamline the number and type of technology solutions used; the University will minimize or eliminate duplicative solutions; clear, effective governance must be established around the introduction, integration, and maintenance of third party and non-core solutions. The University will only consider add-on auxiliary systems if the proposed ERP solution is unable to provide critical functionality.

An integration assessment via our proposed Integration Architecture and Planning (IAP) service will evaluate the capability and technology platform of your other systems to determine the best integration approach. The outcome of the assessment is a roadmap for the recommended approach for supporting each integration to support your business needs. The IAP service determines the appropriate integration methodology and responsibility for creating the integration. The IAP will:

- Validate the list of integrations and determine if our proposed solution set allows you to retire the third-party solution or if the third-party solution requires the creation of a new integration
- Recommend the appropriate integration approach and tool for your requirements
- Recommend leveraging the Ellucian Ethos Framework or an Ellucian integration service, where possible, to minimize point-to-point connections

As part of the implementation we will look at retiring or incorporating any processes or data that live outside of the Colleague solution to streamline the technology used.

- **Security:** Implement a stable, maintainable, secure, and intuitive suite of applications.

Colleague, a fully integrated solution, provides a central location for information and processing rules used throughout the solution. You enter data only once in a central core repository and share data with all components and authorized users.

A great user experience for today's tech-savvy students, mentors, and staff based on advanced technology, mobile-first design, and an intuitive interface, Ellucian applications increase constituent satisfaction by delivering a modern interface.

Colleague is delivered from the AWS cloud. An Ellucian strategic partner, Amazon's cloud infrastructure is one of the most flexible and secure cloud computing environments available today. It provides a scalable, highly reliable platform in which customers can deploy applications and data quickly and securely.

World-Class Cloud Protection

With the AWS cloud, your infrastructure headaches are removed, and many of the security issues that come with them. AWS' world-class, highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems. Data centers are staffed 24 x 7 by trained security guards, and access is authorized strictly on a least privileged basis. Environmental systems are designed to minimize the impact of disruptions to operations. Multiple geographic regions and Availability Zones allow you to remain resilient in the face of most failure modes, including natural disasters or system failures.

Included in a SaaS deployment of Colleague are the following services:

- Physical and environmental security
- Encryption technology
- Security standards
- Intrusion detection
- Auditing capabilities
- Vulnerability management
- Disaster recovery plan
- System availability and scalability
- Installation and maintenance
- System monitoring and alerting
- Incident response and forensics
- Data access policies

The AWS virtual infrastructure provides optimum availability, while ensuring complete customer privacy and segregation.

Security Permissions

Colleague's security is highly granular, providing numerous levels from which it is enforced. Each level is progressively restrictive down to record level security, which requires special password access to view or maintain an individual record. You can combine role-based security, record-level security, and field-level security to define the overall security rights and the access to data that users have within Colleague.

Please see our response to the requirement, 3. *Demonstrate the ability of the systems to provide for multiple levels of data security, including record level security and demonstrate how the system ensures the integrity of the data entered.*, on page 39 for more details.

Thomas Edison State University is seeking an ERP solution that uses a single instance. The proposed ERP solution should have a way to support a single identity record for students, staff, and mentors, (including staff and mentors who are students and vice versa) and their relationships within the University. Thomas Edison State University does not use traditional faculty. Instead, it hires individuals who guide the students in their studies. The University refers to these instructors as “mentors”, rather than “faculty”. In addition, The University seeks to deliver the following technology capabilities:

- **Accelerated Response to Regulatory Mandates:** When new or changed regulatory mandates arise, the proposed ERP solution must be able to implement changes quickly and effectively to avoid compliance failures.

Ellucian is committed to assisting your institution in complying and adopting regulatory mandates and industry standards. We are proud of our consistent performance in regulatory readiness, assisting with your compliance with federal and state obligations by monitoring regulatory changes and providing any relevant software updates or features. In addition, we offer professional services, at an additional cost, to assist in your understanding and implementation of compliance activities.

We uniquely designed Colleague to incorporate regulatory standards and requirements enabling you to maximize productivity. By participating in Ellucian’s Maintenance Advantage Program, you will receive regulatory updates throughout the year.

- **Workflow Management:** The proposed ERP solution must include comprehensive, configurable workflows to support common system-wide processes and procedures.

The solution's workflow function provides you with a complete workflow solution to automate your business processes. Your departments will accomplish manual operations more quickly, providing greater return on investments. Colleague’s workflow solution expands on the existing efficiencies of Colleague and revolutionizes the way you do business. Instead of checking your “inbox,” use Colleague’s “My To Do List” and let the workflow management solution guide you to the right forms that you need to use to enter data or complete a process.

Every day your individual departments face a string of routine tasks. Each task can involve a considerable amount of time and paperwork. Imagine accomplishing those same tasks more efficiently, in half the time, with less manual paperwork. The workflow management solution offered by Ellucian enables you to accomplish manual operations more quickly.

You can improve communication among members of your institution by sending automatically generated emails and interfacing directly with Colleague Communications Management. Key elements of the solution include technically advanced software tools and expert workflow consulting services.

- **Mobility:** The proposed ERP solution must have an intuitive, modern interface that provides ease of use, including browser- and device-agnostic access.

Colleague SaaS offers the modern user interface and experience that students, mentors, and staff expect. Mobile access enables mentors, students, staff, and administrators to take Colleague on the go. Our solutions enable you to push desired information to learners in an intuitive, interactive user interface.

Responsive design makes it easy for students to access plans and register for courses from any mobile device. Mobile registration activities include adding, dropping, and joining the waitlist for courses. Students can export their list of registered courses to various calendar tools, also available on their mobile device. A graphical calendar interface is used for course registration.

Ellucian makes every effort to test and support the current versions of the following browsers, unless otherwise communicated for specific products.

- Google Chrome
- Mozilla Firefox
- Apple Safari

Our testing effort includes at a minimum a semi-annual certification and testing process with the current versions of the browsers listed during our product release activities across different operating systems and devices. We do not test every browser and every operating system combination as part of our regular cycles. Ellucian assumes that browser compatibility across different operating systems and/or devices is tested by the various browser vendors and is consistent with each version release.

You can access CRM Advise data from mobile devices in different ways. You can install and use the apps for iOS, Android, and Windows 10 mobile devices, or your device's preferred browser for those devices as shown below:

- iOS 11.4.1 or later
- Android 6.0.1 or later
- Windows Tablet 10

The latest versions of Ellucian applications make every attempt to support the latest browser versions from the supported browser list.

Thomas Edison State University is seeking an ERP solution that can support the University by administratively securing and segregating data for transactional processing and reporting by school, region, or other designation that may occur as the University evolves. The proposed ERP solution must process sensitive student and employee information in a secure environment.

Thomas Edison State University is seeking an ERP solution with the following capabilities:

- **Consistent and Reliable Data:** The University desires a solution that will assist it in ensuring data consistency and reliability by providing data definitions, dictionaries, and

validation upon entry. Data maintenance and training must be provided to maintain data integrity and quality.

Colleague is a fully integrated solution, providing a central location for information and processing rules used throughout the solution. Data is entered only once in a central core repository and shared with all components and authorized users. This ensure access to the most recent information and saves time spent on the transfer of information from department to department throughout the campus. Colleague will improve communications among departments by streamlining communications management, and centralizing activity and event planning and facility scheduling for institutional events.

Every business function is integrated, improving departmental workflows, business processes, productivity, and efficiency across your institution. You can immediately calculate the return on your investment. Productivity levels improve by simplifying day-to-day tasks such as data entry, regulatory updates, employee benefits management, analytical reports, student and mentor Self-Service, and much more.

- **Smarter Data:** The University is seeking a data management solution that would include enhanced data capabilities and the ability to make automatic assumptions related to data characteristics. The proposed solution should use data to learn what the user accesses at a high level and what is relevant to the user, keeping in mind that frequency is different from importance, and it should compare learning across roles at the University.

Providing useful business intelligence is a critical function of Colleague. Our business intelligence offerings include data marts and tools to build data marts standalone or as part of a complete data warehouse environment. Additionally, you may implement sophisticated data warehouse solutions using a variety of partner products or you may use our tools to add to and manage your existing data warehouses.

We are proposing Ellucian's ODS (Operational Data Store). Using our ODS, users may leverage years of transaction data from Colleague to perform easily detailed analysis of key performance indicators and other critical factors. The ODS provides a subset of predefined, commonly used tables and data elements from Colleague in structures designed for answering common business questions, making it much easier for even non-technical users to understand data and write reports.

- **Reporting and Analytics Solutions:** A major goal of the University is to improve the effectiveness, efficiency, and availability of the information required to manage operations, reporting to accrediting and regulatory agencies, and institutions research support. The proposed solution must provide end-users with tools for generating standard and ad-hoc reports leveraging aggregate data from various locations. In addition, it should utilize analytics to provide actionable insights to the enterprise.

With Colleague, you can streamline and automatically compile, analyze, and distribute information. You can choose the appropriate tools for your unique reporting needs for operational, management, strategic, and analytical reports.

The Reporting Solutions help you make decisions that positively impact your success, which increases your return-on-investment.

Key Features of Colleague Student Reporting Management include the following:

- Extract operational information, using more than 200 standard reports
- Build ad hoc queries using delivered reporting tools
- Query and analyze data directly from cost-effective desktop or web-based tools
- Appropriate tools for your unique reporting needs
- Support federally mandated reports, such as Gainful Employment, and IPEDS.

We are also proposing Ellucian's ODS (Operational Data Store). Using our ODS, your team can leverage years of transaction data from Colleague to perform easily detailed analysis of key performance indicators and other critical factors.



"Now reporting is streamlined, relevant and accurate – helping me create efficiencies and decrease costs!"

Thomas Edison State University is seeking an ERP solution that can deliver a combined student information system for the management of all student data, academic programs, and workforce development programs. The future ERP solution must manage the recruiting and application process for student admissions. It must manage course planning and course scheduling, document grading, attendance, bill tuition and fees, and enable comprehensive financial aid processing while ensuring compliance with federal and state laws and rules governing financial aid.

Colleague includes a comprehensive student information system that delivers a full range of functions from strategic management, to records processing. Your prospects and students can easily access information from any device to pay their bill for the academic term, track degree progress and view grades. You can serve new student populations more effectively by building flexible class schedules and offering diverse credentialing processes. You can improve student success rates because the solution provides tools for more personalized advising and effective assessment.



With Colleague Self-Service Josh can pay his course registration bills and stay connected and informed, greatly enhancing his student experience!

Adaptability is important in designing TESU's comprehensive academic curriculum. Colleague's flexible program and curriculum rules will support the building of your course planning and scheduling requirements. The creation of a course schedule is process oriented and the details associated with a section will support external reporting requirements.

Connecting students to the resources they need is central to your mission. One of the most critical – and information intensive – resources is **financial aid**. One late piece of information can mean the difference between having funds for books or not. Your institution can handle financial aid processes efficiently, quickly, and equitably, regardless of the source or type of aid. Because the solution automates day-to-day tasks, aid administrators can focus on more critical matters, such as providing better advice and counseling students. With flexible capabilities in place to create, manage, and monitor award packages, your institution can meet its strategic goals and priorities more effectively while meeting your students' financial needs.

2.2 Student Information System

The proposed ERP solution must provide students with the capability to register for courses, build schedules, access transcripts, and access robust education planning and advising tools. In addition, the University seeks to deliver the following capabilities for students:

- **Integrated Student Experience:** The University would like to move towards a single student experience by integrating processes for the traditional degree-seeking student, post-secondary/concurrent enrollment student, and non-credit learner.

From admissions and registration, to academic records and curriculum management, Colleague Student and Financial Aid helps you understand and engage your students and provides an integrated student experience. Advising and degree audit tools help you keep students on track, whether your institution uses a traditional, one-on-one format, impromptu advising sessions, online self-advising, or a combination of several techniques. With contemporary student self-service options, you can deliver the quality of service they expect.

Colleague Student and Financial Aid also provide the flexibility you need to address a more diverse enrollment, as well as traditional and non-traditional education programs.

With Colleague, your institution can:

- Give instant access to critical services – regardless of device
 - Offer the right mix of financial aid packages
 - Deliver personalized services that drive student success
 - Improve retention and completion with proactive advising
 - Share real-time student information across campus
- **Student Lifecycle:** All processes should be centered on a student life cycle rather than an administrative life cycle while accommodating administrative life cycles that may differ. The University needs the proposed ERP solution to be flexible in its delivery model terms such as semesters/terms, programs, courses, and degrees.

From admissions and registration, to academic records and curriculum management, Colleague provides the data to help you to better understand and engage your students. Colleague tracks the student's curriculum through each stage of their lifecycle at the institution until graduation. Even if the student's educational plans may change, Colleague can provide "what if" scenarios and accurately track and detail next steps for degree completion. The system records the curricular iterations of the student's entire lifecycle without losing any history of the student's curricula over time.

Colleague provides a flexible term structure that can accommodate an unlimited number of terms and sessions with an unlimited number of sessions associated to each term. This is critical when providing curriculum offerings in a variety of time frames to meet your student's curriculum requirements.

- **Unified Student Portal:** The proposed ERP solution should provide a unified student portal that allows students to view and register for University learning experiences.

Ellucian Experience provides a single entry point into an institution for constituents across the learning community. This makes it easier for them to gain the knowledge and access they need to better engage with the institution.

Ellucian Experience aggregates content from multiple systems, including Banner and other Ellucian solutions, and displays the data in cards on the user's dashboard.

Ellucian Experience delivers the following types of cards:

- Class Schedule
- Grades
- To-Do List
- Web Links
- Advisor Information
- Success Team Information
- Advise Communications
- Upcoming Events
- Academic Plans
- Degree Programs
- Ellucian Workflow Tasks

Using Colleague Self-Service, students will also be able to gain secure access to information, from admission to financial aid to course registration to paying the bill – when they need it. Colleague provides a secure 24/7 web environment for retrieving timely information for application, registration, and credit card payments in a familiar format.

Academics

- Student Planning
- Grades
- Graduation
- Enrollment Verifications
- Transcript Requests
- Attendance
- Course Catalog

Ellucian Experience provides a single entry point into an institution for constituents across the learning community. This makes it easier for them to gain the knowledge and access they need to better engage with the institution.

Ellucian Experience aggregates content from multiple systems, including Banner and other Ellucian solutions, and displays the data in cards on the user's dashboard.

Ellucian Experience delivers the following types of cards:

- Class Schedule
- Grades
- To-Do List
- Web Links
- Advisor Information
- Success Team Information (when using CRM Advise, not proposed at this time)
- Advise Communications (when using CRM Advise, not proposed at this time)
- Upcoming Events (when using CRM Advise, not proposed at this time)
- Academic Plans (from Degree Works)
- Degree Programs (from Degree Works)
- Ellucian Workflow Tasks (when using Ellucian Workflow, not proposed at this time).

Your institution can create the following types of cards through the web interface:

- Embedded Content, a card that displays a website within an iframe
- Embedded HTML, a card that displays content based on HTML that you provide
- Image, a card that displays an image, which can optionally be a clickable link
- Institution Links, a card that displays a list of web links
- List, a card that displays information maintained by your institution. The List card provides a flexible approach to displaying information beyond that provided by the specific cards and templates delivered with Ellucian Experience
- News, card that provides links to news feeds
- Student Lookup , a card from which Ellucian Experience users can search for students
- WYSIWYG, a card with formatted text, links, and images

Ellucian Experience cards can include links to external sites or applications. You can include a user identifier in those links, so that the link goes to a page that displays information for a specific person. The user's dashboard also displays announcements created by your institution and notifications targeted to that user.

- **Degree Planning:** The proposed ERP solution should provide students with a unified tool to track and monitor academic progress toward academic goals.

Colleague Student Degree Audit shows all classes taken, including those considered electives. Colleague Student Degree Audit allows the university to define a hierarchy of requirement types. This hierarchy will inform Colleague how to apply completed courses if they could apply to multiple requirements but can only be counted once. The system will also enable you to define how extra academic activity is handled if a student completes more courses than needed for a requirement. Options include:

- **I – Ignore.** The evaluator will not count the extra courses toward completion and will not display the extra courses with the block where it is considered extra.

- **D – Display.** The evaluator will display the course but not count it toward completion of the requirement (do not use the course’s credits toward that requirement’s credit total or GPA).
- **S – Semi-Apply.** Count the course and ignore the fact that it is “extra” but allow the course to be reused elsewhere.
- **A – Apply.** Apply the course fully and do not consider any course “extra.”

Another resource available to your students is Student Planning. The planning features allows a student and advisor to work together using information from the student’s degree audit to define a course plan of action. With Student Planning, your students can initiate academic planning activities, plan for the upcoming academic term, and schedule and register for course sections. In addition, your students or their advisors can perform a “what-if” scenario for different programs or majors. When the user selects the option to explore the possibility of a different academic program, the programs listed will be evaluated against the student’s existing academic credits. The display will provide a glimpse of the fastest path to completion of an academic program.

2.3 Student Retention and Engagement System

The proposed ERP solution must encompass a Customer Relationship Management (CRM) system that shall provide University staff and mentors the ability to identify students who exhibit behavior that may prevent the student from reaching his or her educational goals. The University must have the capability to pull data from the ERP and the Learning Management System, currently Moodle, and collate it in a single instance for review by staff and mentors. The CRM shall provide the following capabilities for students:

CRM Advise is specifically designed to automatically identify your students that qualify as at-risk – based on the conditions and factors that you decide qualify a student for this status. Alerts are then sent to the appropriate staff so that they can provide support. CRM Advise can also automatically trigger outreach to students once they qualify as high risk to proactively get ahead of issues.

As part of this effort, CRM Advise delivers integration with your Moodle Learning Management System, as well as the Colleague ERP. You can pull student grades and other key student data into CRM Advise to help drive your overall risk assessment calculations and to enable you to raise individual alerts when a student is exhibiting academic issues.

- **Enable Student Success:** The software should provide information that will prioritize outreach to ensure that no student slips through the cracks and runs into issues that would prevent them from reaching their educational goals.

With CRM Advise, you can create institution-wide engagement campaigns or create targeted campaigns for specific programs to increase student success using the solution’s core CRM capabilities.

You can design automatic scheduled campaigns that target specific groups of students based on their risk level with the native Communication Plan functionality in CRM Advise. CRM Advise enables you to identify risk levels for each individual student through alerting and scoring with integrated data

from the Colleague ERP and your Moodle Learning Management System. You may also configure CRM Advise to pull data from other sources of information as well. From this data, CRM Advise generates an overall Success Score for each student and individual Course Scores for the classes they are enrolled in. These scores enable you to design your outreach campaigns around which students need the most support. You choose the factors that drive the calculation of these scores, which means they reflect your institutional criteria for student risk. Because student Success Scores and Course Scores are constantly recalculated to determine current risk levels, you can build Communication Plans that dynamically capture the students that are falling behind and immediately reach out to them with automated communications, alerts, and advising support.

- **Greater Staff Efficiency:** The software should unify staff and mentor visibility into student performance to provide greater team integration.

CRM Advise lets you define your own priorities, customize functions to meet your needs, and automate manual administrative work so you can invest time in areas of greatest impact.

CRM Advise puts your staff on the same page and strengthens your overall institutional engagement strategy by offering:

- **Coordinated campus-wide support:** A single system unites departments with a comprehensive view of students so you may coordinate a plan for success
- **Timely and meaningful engagement:** Automatically generate early warning indicators and appropriate interventions before students fall behind. Tailor communications and interactions that automatically trigger and ensure meaningful engagements occur with each student from enrollment through graduation
- **The ability to work more efficiently:** Help staff focus on priorities by eliminating inefficient processes
- **The power to manage with insight:** Take advantage of powerful analytics to benchmark progress and improve strategies over time
- **Maximize Results:** The software should help staff and mentors see high priority issues, see progress of student cases, and provide the ability to communicate across student success teams seamlessly.

CRM Advise includes dashboards, views, charts, and reports tracking Success Scores, Alerts, and Engagement Plans that will provide critical insights into student challenges that will assist your student success teams with strategic decision making. Each of your success team members can set up their user experience to display unique dash boards and reports directly relevant to their specific role. And through these personal dashboard views they can see the activities, alerts, and cases relevant to them – as well as which of their students are at-risk.

CRM Advise also includes a Managers area of the console for your high-level executive decision makers. The Managers area allows your executive team to view overall risk levels for your institution, identify details by advisor and student, and view reports that track key indicators of student success and retention over a period of time. The Student Success Dashboard in the Managers area contains a high-

level look at the information that you need as a manager of student success and retention. This includes activities for you or your team and charts that show overall risk levels, at-risk students by advisor, or alerts by advisor.

From the dashboard, you can:

- View a risk-level snapshot of all students, as determined by the Success Scores in relation to the defined scoring bands.
- View the number of at-risk students who are assigned to each advisor
- View the number of open alerts by severity, advisor, and status
- View your activities
- Change the view for specific activities; for example, you can see activities for your team by selecting the "My Team Members' Activities" view
- Drill into other records, such as the activity or "Regarding" record, to access additional details
- Drill into chart components to display the records that are used to generate the chart or to display related fields in the chart

Overall, with the analytical tools CRM Advise delivers, your student success teams will be better informed to make key decisions around student success and will be better positioned to maximize results.

- **Lasting Relationships:** The software should assist in building a foundation for future alumni involvement.

CRM Advise ensures that your engagement with current students is extremely supportive and personalized, which establishes a strong foundation for future engagement beyond graduation. While not currently proposed at this time, Ellucian also offers an Advancement solution – called CRM Advance – which would complement the proposed CRM Advise solution quite effectively and enable you to expand your CRM engagement capabilities to alumni. We would be happy to engage in a conversation about this solution if you would like.

Like the ERP, the CRM solution should have options for both hosted (SaaS) and on premise instances.

CRM Advise is delivered in a Software-as-a-Service (SaaS) environment, which makes the solution highly scalable to meet your needs.

2.4 Critical Criteria for Proposed Software

The proposed software should meet all of the following critical criteria:

1. Include modules for Admissions, Student (including catalog and schedule development), Degree Audit, Student Educational Planning, Student Success Tracking, Student Accounts Receivable, Financial Aid, Finance, Budget Management, Requisitioning, Purchasing, Accounts Payable, Receiving, Accounting, Grants, and Asset Management that share a single integrated environment. Bidders must clearly demonstrate how their proposed ERP solution will meet or exceed requirements listed in the scope of work through a detailed methodology and recommended approach that includes required integration capabilities. Bidders must demonstrate that their systems are able to integrate all areas and encompass existing systems. Bidders must demonstrate that their systems reduce/eliminate redundant entry of data.



Unified Solution Support

Colleague is a fully integrated solution, providing a central location for information and processing rules used throughout the solution

Every business function is integrated, improving departmental workflows, business processes, productivity, and efficiency across your institution. You can immediately calculate the return on your

investment. Productivity levels improve by simplifying day-to-day tasks such as data entry, regulatory updates, employee benefits management, analytical reports, student and mentor Self-Service, and much more.

Colleague Core provides the following comprehensive functionality:

- Person and Organization Demographics
- Facilities Profile
- Scheduling
- Communications Management
- Activities and Events
- Reporting Tools
- Workflow Management Solution

Colleague has a unique open architecture. You can increase accuracy and efficiency in processing today and prepare for the smooth implementation of new Colleague modules in the future. The Colleague system has a consistent and logical overall design. All sub systems have independent roles yet integrate seamlessly as a unit. Users can define security restrictions at the process, field, and record levels, specifying whether a user has created, update, or inquiry-only privileges. Only those processes a user is authorized to perform appear on the form as options which makes implementation and training easier.

Financial System

- Student tuition billing and cash receipts functionality. ERP must be able to accommodate 12 terms per year that overlap.

Colleague Student Finance tracks the history of student activity, both term and non-term. Colleague supports the use of multiple terms, including terms that overlap. Billing information for a student can be viewed by overall totals or by individual terms.

- Integrated financial aid awarding and disbursement functionality.

Colleague Financial Aid is an integrated part of the Student Finance system. As financial aid is placed on a student's record, the student can immediately see any aid and if the aid is pending or has already been transmitted.

- Integrated portal in which students can pay invoices and accept financial aid.

With Colleague Self-Service, the student can see one holistic view of their entire student financial position. The student can see all charges, payments, financial aid, and payment plan information. When ready, the student is enabled to make payments against any of their charges.

- Purchasing system that allows for requisitions, purchase orders and encumbrances.

Colleague Finance includes a fully fleshed out procurement system. This includes the ability to create requisitions or purchase orders. With the creation of requisitions and purchase orders, budget availability is checked for all GL account numbers used, and the GL account numbers are then automatically encumbered for amount being spent.

- Accounts payment system to print paper and electronic payments.

Accounts Payable includes the ability to pay vendors by either paper check or by electronic funds transfer (EFT) payments. Bank information for EFT payments can be entered into the system through Self-Service, allowing individuals to enter (and update) their own banking information. When a payment run includes both paper check and EFT payments, Colleague will print the paper checks to the printer, and automatically create an electronic file to go to the bank for those receiving EFT payments.

- General ledger that includes journal entries, budget entries and financial reporting capabilities.

Colleague Finance contains functionality for a flexible general ledger. During implementation, we will work with you to define the correct GL structure for TESU. With Colleague being an integrated system, the number of manual journal entries should be greatly reduced, as journal entries are automatically created as activity occurs throughout the university, including students registering for classes, paying for classes, employees are paid through payroll, and more. Additional manual journal entries can always be created, including budget entries for either opening balance or budget adjustments. There are many reports delivered with Colleague Finance, most day to day reports as well as reporting for financial statements.

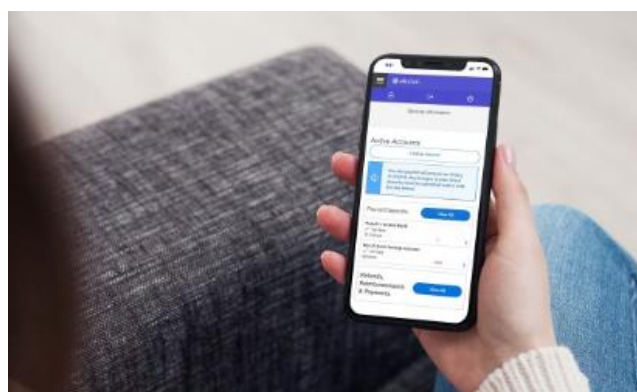
- Fixed asset management system that includes depreciation calculations

Fixed Assets functionality is integrated throughout Colleague, including integration with procurement, accounts payable, and the general ledger. At any step of procurement, a line item can be flagged to be tracked as a fixed asset. Any item tracked as fixed asset will be capitalized and depreciated, with journal entries automatically being created in the general ledger.

2. Be web and mobile-enabled and include self-service applications for students, mentors, staff and vendors.

Your applicants, students, mentors, and staff will have access to customer service 24 hours a day, seven days a week. Colleague's Self-Service forms give your institution the means to extend self-services to all your constituents via the Web.

Colleague's easy-to-use, intuitive Web forms are designed for the casual user. The forms integrate seamlessly into your website using open technology. The forms can be easily tailored to provide a consistent look and feel for all your Web applications.



Anytime-anywhere mobile access means students can access their TESU data at a time convenient for them, and your staff is free for more strategic initiatives!

All the Web forms can use the existing Colleague business rules which assures your business rules are enforced, whether the information is accessed from the Web, another user interface, or business intelligence tools.

3. Demonstrate the ability of the systems to provide for multiple levels of data security, including record level security and demonstrate how the system ensures the integrity of the data entered.

Our solutions offer role-based access, presenting a unique view of data specific to the individual user. You may review who is assigned to each role to help ensure that only the correct users have administrative access. This includes allowing only certain roles/administrators to have access to changing/updating security functions.

Colleague's security is highly granular, providing numerous levels from which it is enforced. Each level is progressively restrictive down to record level security, which requires special password access to view or maintain an individual record.

Colleague provides security at the operating system, database, application, form, record, and field level. Application security is further enhanced through row- (record) and column- (attribute) level security. Column-level security within our software may be defined for a security class as "denied" (data is not visible to the user), "inquiry only" (data is visible but cannot be changed), or "modify only" (data may be changed but not deleted). Row-level security is provided and may be established by attribute value. Access to the record is either granted (all) or denied (nothing). Also, maintenance forms may be identified through security classes for "inquiry only."

You can combine role-based security, record-level security, and field-level security to define the overall security rights and the access to data that users have within Colleague.

Ellucian protects against the risk of unauthorized file changes through implementation of strict user access controls, change management procedures, deployment of antivirus tools, and monitoring systems and networks for unauthorized access.

Ellucian has the capability to implement File Integrity Monitoring (FIM) for critical files. By monitoring for malicious activity, unattended and unauthorized changes to critical data, configuration, application, and system files, this technology improves Ellucian's incident response capabilities.

2.5 Term Structure

Please review attached Academic Calendar (Appendix 1, Item 15) and School of Business and Management Graduate (SBM GR) Academic Calendar (Appendix 1, Item 16) for understanding of our multiple terms (12 terms/year), with a new term generally starting on the first Monday of a month.

Our proposed solution supports fluid start and end dates for course offerings. Colleague provides a flexible term structure that can accommodate an unlimited number of terms and sessions with an

unlimited number of sessions associated to each term. Each term or session created can use a default date range and provides an opportunity to cluster terms or sessions into a "reporting term." Location can specify term and session assignment. All terms and sessions can contain overlapping date ranges. All terms and sessions defined will make up the whole for an academic year.

3.1 Statement of Qualifications

Bidders shall submit Statements of Qualifications presented in the same order as listed below. Please restate the question as written and respond to each item completely and clearly. Attachments that amplify responses or provide relevant illustrations are welcome.

- Financial – provide documentation for three (3) years prior to the date of this RFP demonstrating your financial ability to perform the scope of services during the term (See Section 4.9.3)

4.9.3 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the University with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit its three (3) most recent annual audited or certified financial statements that include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year, and two years prior. If a certified financial statement is not available, the bidder should provide a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the period presented in the statements. In addition, the bidder should submit a bank reference.

Ellucian has provided an **Ellucian Financial Standing Overview Letter**, signed by John W. McMonagle, III, VP, Chief Accounting Officer, and Corporate Controller, as **Section 4**.

- Business – provide documentation of your organizational structure and staffing that demonstrates you are able to perform the scope of services during the term

With more than 3,200 dedicated employees committed to customer success, Ellucian has the staff and resources to help make your Colleague SaaS implementation and ongoing maintenance the success TESU requires. Ellucian maintains staff to meet the demand for our projects and services, and unlike some other vendors, we do not outsource the implementation of our solutions to a third-party. You will work with trained Ellucian personnel during your implementation.

Our executive team comprises a diverse group of industry leaders focused on creating the solutions that help Higher Education institutions like TESU to solve your most pressing challenges. Their collective

experience provides the right level of leadership required to provide solutions to over 2,700 institutions world-wide. You can read more about our Executive Team by visiting our website.

Strong executive leadership combined with an extraordinary employee base that is firmly rooted in Higher Education. In fact, nearly 83% of our employees are in roles that directly impact the customer experience by developing, creating, deploying, implementing, and supporting solutions that enhance the operations and enrich the student experience for our customers. These powerful metrics help ensure the TESU ERP project success. We have provided a full breakdown by division below.

Division	Total Regular Employees
Cloud	312
Corporate	4
Customer Success Services	50
Facilities and Procurement	23
Finance & Accounting	94
Global Support & Customer Success Management	232
Information Technology	118
Legal	17
Marketing	52
People Team	42
Product Management	92
Professional Services	444
Research & Development	760
Sales	235
Ellucian Managed Services	771
Total:	3,246

Ellucian can perform the required scope of services during the contract; we offer the lowest risk, the quickest time to value, and the peace of mind TESU executives, staff and IT personnel need in your new SaaS ERP investment.



Ellucian Colleague has had 100% on-time on-budget implementations in the last two years!

- **Experiential** – provide documentation demonstrating your experience handling matters that **are identified in or similar to the scope of services in the RFP**

Ellucian Offers True Partnership

Ellucian has been serving Higher Education institutions like TESU for over 50 years. We have more than 40 years providing ERP solutions to Higher Education. The documentation below confirms that we bring what no other vendor can—a partnership with a foundation of a fully unified suite of products, deep implementation experience, post-implementation support, local user group communities, thought leadership, and a customer family of:

- **More than 650 institutions** in North America currently running Colleague as their ERP platform
- **500 customer institutions** participating in Ellucian advisory boards and development partner groups
- **50,000+** members in our online customer community

No other vendor can offer this track record of delivery with experience to bear toward making your project a success!

Benefits of Partnership

Some of the outcomes you can expect from moving to a Colleague SaaS solution:

- Eliminating costly integrations with a single, integrated solution and platform
- Improving efficiencies by replacing manual processes with an automated workflow engine
- Providing robust reporting and data access to ensure timely and accurate insights to your data
- Enabling IT resources to focus on strategic initiatives
- Promoting quicker time-to-value with prescriptive implementation practices
- Lowering total cost of ownership for ongoing staff training with on-demand resources
- No new IT spend

And all from a single vendor, with all products available in the cloud today!

Ellucian has 13 customers who have licensed Colleague SaaS. All of them have had challenges similar to the ones you identify – Colleague SaaS helps them eliminate those challenges.

Trevecca Nazarene University went live with Colleague SaaS in 2018, and before implementation, had many of the same desires for seamless student experience, tight integration, and modern technology that TESU has. Below is their success story. We look forward to adding TESU to our list of Colleague SaaS successes as well.

Trevecca Nazarene University Goes Live on Ellucian Colleague SaaS



Key takeaways:

Trevecca Nazarene University has deployed Ellucian Colleague SaaS to enable faculty to better connect with students, ensuring progress and completion

University leadership adopted a cloud-first policy to provide the best technology experience to students, including its growing non-traditional student population

Ellucian Colleague SaaS allows Trevecca to access the most current application releases without taxing the IT team with the work of upgrades

Trevecca Nazarene University has successfully completed its Software-as-a-Service (SaaS) deployment of Ellucian Colleague. The new Ellucian Colleague SaaS solution provides Trevecca with the technology needed to serve today's mobile students, and enables faculty to better connect with students, ensuring progress and completion.

"This move changes the very way we do business and puts us in a strong position for future success—we are excited to provide the absolute best experience for our students, faculty and staff," said Trevecca Nazarene University CIO John Eberle.

Established in 1901, Trevecca is a private, accredited, comprehensive institution of higher learning located in Nashville, Tennessee. Recognizing a change in the student landscape, the university has broadened its course offerings to provide a variety of in-person, distance, nontraditional and continuing education options. Trevecca currently offers 17 fully online professional programs that span the associate, undergraduate, master's, and doctoral levels.

Before moving to SaaS, Trevecca saw that its resources weren't keeping pace with its growing number of remote students and employees. University leadership adopted a cloud-first policy to provide the best technology experience to students, including its growing non-traditional student population.

In addition to meeting the high availability needs of online education, SaaS-based applications offer Trevecca disaster recovery and business continuity options without the spend on backend infrastructure and support. Moving its Colleague ERP to SaaS also allows Trevecca to easily access the most current application releases without taxing the IT team with the work of upgrades—allowing the institution to focus on serving students.

In preparation for migration to the cloud, Trevecca used the summer to evaluate and remove its customizations. Throughout the implementation process, the team continually tested and validated the readiness of Trevecca's migration environment. Because of this work, the migration of their full Colleague ERP took just 73 days to complete and went live two full days ahead of schedule.

"Ellucian is a great partner in our push to the cloud—the team is an exceptional resource and kept us on track to ensure a successful migration," said Eberle. "Now that Colleague SaaS is live, we just have one last system to migrate and all of our critical systems will be SaaS in the cloud."

Five days after going live on Ellucian Colleague SaaS, Trevecca opened student registration. Using their powerful, fully integrated student management system, the institution achieved a smooth registration in the cloud and overall faster performance during a high-use period.

3.2 Supplemental Questions

The following questions are important with respect to the evaluation of proposals. Bidders shall provide clear and detailed responses to each item in their proposal submission.

1. Please indicate whether the proposed software includes the following ERP applications/modules:

a. Student (including registration, records, transcripts, catalog and schedule development)

Colleague registration features provide efficient workflow options for multiple methods of registration. Students can register for a variety of courses, including undergraduate, graduate, distance education courses, courses covering multiple terms, and variable credit courses - all through a single transaction. The Student Registration area, fully integrated with Colleague Financial Aid and Student Accounts Receivable, saves the duplicate entry of registration information and ensures accurate billing.

Colleague academic records provides you the ability to track and maintain all information about individual students accumulated throughout their academic careers. You can maintain students' academic information, including credits, transcripts, academic programs, restrictions or holds, attendance, academic standings, class level, advisor assignments, grades, and graduation information.

Our curriculum management provides flexible options for managing courses and for managing sections of those courses and academic programs. You can set up flexible courses, including term and non-term-based schedules, as well as adult and continuing education courses.

b. Degree Audit and Advising, including support for Student Educational Planning and Student Success

Your institution can improve your student advisory services with Colleague Student Degree Audit. It helps students stay on track towards graduation and aids in review of alternate degree programs. The solution provides up-to-date information on a student's academic progress in their general course of

study and in multiple academic programs. It can include tracking work in stages from planning to completed.

The solution also provides information on specialized programs, including graduation requirements, cumulative and major GPA, grades earned, credits and requirements completed, and exceptions granted by academic departments. Degree Audit is leveraged throughout Colleague, including Student, Self-Service, and Financial Aid. The solution is part of a comprehensive suite of planning tools for academic advising and Student Success.

Colleague Student Planning is a web-based solution that helps students clarify, plan, and track their course of study to progress more confidently to a degree. The solution also helps improve the quality of interaction between students and advisors and enables institutions to map future course offerings more effectively.

c. Student Accounts Receivable

Up-to-date accounts receivable information is vital to the financial stability of your institution. Colleague Student Accounts Receivable, Financial Aid and Student work together to provide your students and staff with up to the minute web access of account activity. It reflects financial aid, tuition and fees and deposits, determined by your business processing rules. The cash receipts functionality in the system enables your team to process and record all payments, whether the person pays in person, by mail or via the web.

d. Financial Aid

Colleague Financial Aid is a comprehensive solution that facilitates the aid application process through automated workflows and online services. Compliant with the latest federal requirements, Ellucian is among the first-to-market with financial aid updates every year, allowing you to process, award, and send your award letters out sooner than other institutions.

Our system provides automated processing for your Financial Aid staff to use for US Federal regulatory processing and reporting. You can leverage this automation for local processing, as well as state and institutional regulations and rules.

Colleague provides access to all student information needed throughout the application and aid disbursement process. The financial aid application streamlines the financial aid office and gives you the time to provide outstanding counseling and advising services to students. The solution helps you manage all aspects of financial aid processing, including initial filing of financial aid applications,



“The integrated Colleague solution means financial aid is updated immediately---no more lines at my office!”

preparing reports to meet federal requirements, tracking continued student eligibility for aid, packaging student awards, and automatically posting financial aid awards to accounts receivable.

e. Web and mobile-enabled Self-service

Ellucian Experience provides a single-entry point into an institution for constituents across the learning community. This makes it easier for them to gain the knowledge and access they need to better engage with the institution. Experience's responsive design supports display on computers, tablets, and smartphones without having to use a third-party application.

f. Finance (including General Ledger, Budget Management, Grants, Requisitioning/Purchasing, Accounts Payable, Travel & Expense, FixedAssets)

Colleague Finance is a fully integrated part of the Colleague solution. Colleague Finance is designed to enable end users to have access to the functionality they need in a mobile friendly format, while presenting leadership the financial information they need to make the correct decisions.

General ledger is a flexible solution, enabling TESU to define their general ledger to best serve the university. You have control over each of your GL component length and names, with the ability to do smart coding, to assist you in selecting the correct GL account numbers for reporting purposes.

Budget Management enables end users to both see budget information for the current year, as well as see spend information for prior years, and prepare the budget for the upcoming fiscal year. End users can see budget and spend information for the GL account numbers in their departments, and this information can be viewed in real time, or downloaded into a formatted spreadsheet view. For budget officers, they also have the ability to plan their budget for the upcoming fiscal year. Budget officers who are responsible for large portions of the budget can filter down what portion of the budget they see, so they can focus on just certain departments, or a set of expense accounts across various departments.

Colleague Projects tracks grants and capital projects across multiple fiscal years. Start and end dates of grants and projects are independent of fiscal year start dates, and Project Managers (PMs) and Principal Investigators (PIs) can view the total budget and spend information for a grant, or see the information for shorter defined budget periods.

End users can begin their procurement process online, by creating requisitions or purchase orders in a mobile friendly online form. All GL account numbers are verified for budget, and approvals for the procurement are automatically determined based on the GL account numbers entered, and approvers are notified by email that there is procurement documents for them to review and approve.

Colleague includes self-service functionality that end users can enter their own expenses for reimbursement, with the option of adding attachments to the reimbursement request. Supervisors are notified of any expense reports they need to review, and they can review all attachments in addition to the expense report.

Colleague interfaces in near real-time with Chrome River, already in use at TESU.

g. Student Services

Innovative student services are the foundation of your great recruitment and retention strategies. Today's students are technologically savvy and expect modern, cutting-edge services. Students want to serve themselves, while not lacking personal attention from you – a delicate balance. Colleague Student will help you maintain this balance by providing advanced technology and services. Your students may not care what makes registration easy, they will be glad that their experience is seamless, accurate, and powerful.

- **Optimize productivity** – Improve the management and security of business processes and guarantee data integrity with Colleague Student, enabling more time for your staff to help students with their needs.
- **Retain policies and procedures** – Your policies and procedures do not need to change to meet the configuration of Colleague. In fact, the rules-based architecture of Colleague Student allows the software to adjust to your needs.
- **Offer different types of courses at different times of the year** – You will not be dependent on “terms” when developing your curriculum and offering courses. The date-driven design of Colleague Student lets you offer traditional and non-traditional courses simultaneously.

2. It is increasingly important for the University to manage its enrollment, curricula, instructional facilities, and assignment of faculty. Describe how the proposed software supports various instructional management functions.

The scheduling component of Colleague allows you to schedule people, facilities, buildings, and rooms, as well as to view a calendar of any one of these items. Each time you schedule a person or assign a facility, building, or room, Colleague creates a unique record reserving that resource for that time. Colleague also checks existing records and warns you about any scheduling conflicts. Colleague Scheduling allows customers to schedule and assign individual rooms and equipment for any purpose, ranging from assigning rooms for admissions interviews, job interviews, or coordinating classroom facilities with course offerings.

Your team can track the entry and maintenance of all faculty or mentor academic credentials, including information on degrees, certifications, and dissertations/theses. You can also maintain information on the academic level, departments, subjects, course levels, and courses that each mentor is qualified to teach for credit courses, adult education courses, and continuing education courses. The system in conjunction with Colleague HR can track a mentor's contract status and type.

When you assign a mentor to teach a course section, s/he inherits the course's workload value. Alternatively, you can define subroutines that calculate the faculty workload for a particular instructional method (e.g., online) for a mentor in a course section. Workloads are usually defined by the course section instructional method, but the system does allow for the calculation of other criteria, like course enrollment by defining workload calculations.

3. The University desires an integrated system that enables self-service functions. Students, faculty, and staff should be able to perform a variety of transactions online, 24 x 7, through web and mobile interfaces. Examples of such transactions include admissions, registration, including registration by permission code, fee payment, transcript requests, academic history queries and student program evaluations, grade entry and changes, positive attendance hour entry, change of demographic information (e.g., mailing address), viewing of financial aid awards, viewing of class rosters, etc. It is assumed that security mechanisms enable the protection of data from unauthorized users. Describe, in detail, the self-service functionality that is included with the proposed software.

With Colleague Self-Service, your team will have web access secure access to information 24/7 when they need it. The information is in a familiar format and available as detailed below:

Academics

- Student Planning : My Progress, Plan & Schedule, Course Catalog, Test Summary, Unofficial Transcript
- Grades
- Graduation
- Enrollment Verifications
- Transcript Requests
- Attendance
- Course Catalog

Supports

- Faculty or Mentors: Grading, Petition, Consent, Requisite Waivers, Roster, Textbooks
- Financial Management: Budget, Projects Accounting
- Student Finance Admin: Student Finance Administrator Workflow
- Emergency Info Access
- Financial Aid Counseling
- Emergency Information
- Password Management
- Proxy Management



When a health emergency shut down the University, Harriet was able to access all her student information and process her registration and payment thanks to Colleague Self-Service!

4. Is the proposed software fully web-enabled? If so, please describe. What browsers and versions does the proposed ERP solution support?

Yes, Colleague is completely web-based. A web browser – on campus or anywhere across the globe – is all that is needed to provide various staff and students with security driven access to all the appropriate parts of the solution.

Ellucian makes every effort to test and support the current versions of the following browsers, unless otherwise communicated for specific products.

- Google Chrome
- Mozilla Firefox
- Apple Safari

Please see our previous response to the requirement, *Mobility: The proposed ERP solution must have an intuitive, modern interface that provides ease of use, including browser- and device-agnostic access.*, on page 26 for more details.

5. Describe how the proposed ERP solution interfaces with, or would replace, the following University systems:

a. Colleague CRM Recruit

CRM Recruit supports automated, bidirectional integration with Colleague. This interface is native to the application and is an included component.

b. Colleague CRM Advise

CRM Advise supports automated integration with Colleague. This interface is native to the application and is an included component.

c. Hyland OnBase

This integration is supported in a Colleague SaaS environment using Ethos Integration.

d. Heartland TouchNet

Colleague integrates with TouchNet for payment processing through the Ellucian Payment Gateway.

e. Moodle

Ellucian's Intelligent Learning Platform (ILP) integrates Colleague with LMS course sites. The integration includes:

- Creation of LMS course sites, and maintenance of site membership, from Colleague
- Display of LMS class information in Ellucian Experience cards (Academic To Do List, Courses) or Ellucian Portal web parts, including LMS resources and activities, calendar events, and assignments and quizzes

- Links from Ellucian Experience cards (Academic To Do List, Courses) or Ellucian Portal web parts to the associated LMS course site
- Import into Colleague of midterm and final grades and last date of attendance or never attended data entered in LMS.

f. Chrome River

This integration is supported using Ethos Integration with Colleague.

g. Entrinsik Informer

Colleague's ODS can integrate with Entrinsik Informer through the Ellucian Reporting Gateway.

h. SoftDocs

This integration is supported using Ethos Integration with Colleague.

i. Symplicity Advocate

This integration will be assessed during our Integration Architecture and Planning workshop.

6. The University anticipates that several ancillary systems will need to be integrated with the new ERP solution. Please answer the following questions for each of the applications listed in 5 above.

a. Does the proposed ERP provide a standard interface for this software integration?

See responses above.

b. Is the software integration for this ancillary product provided by the ancillary product vendor?

See responses above.

c. If the ancillary product vendor does not provide a standard interface, has the vendor worked with other customers to build a custom interface for this software integration? If yes, please provide 2 or 3 client references.

Please see our references provided on page 58.

d. Does the bidder know of customers that have done their own integration with this product and would they be willing to share their solution? Provide the names of 2 or 3 clients who would be willing to share the solution.

Please see our references provided on page 58.

7. Describe any online training materials or other methods of training that would be made available to the University upon completion of the conversion to the proposed ERP.

Ellucian's proposal provides baseline training in support of System Education and Technical Education. The training includes specific courses to support your project teams.

System Education – An understanding of standardized configuration decisions, ownership and maintenance of business processes, and self-help capabilities for minor triage requirements that may occur post go-live. Training is highly participatory, focused on executing your processes efficiently and emphasizing continuous learning.

Our approach to knowledge sharing recognizes and supports the fact that learners face stages of learning:

- Become aware and understand the overall goal of the learning to be acquired
- Acquire a baseline level of knowledge of the solution, business process, or configurations steps
- Apply that acquired knowledge to make informed decisions on the future state business models, configuration of the solution, or the development of use cases for validation
- Share that knowledge with others, in the form of developing and delivering end user training

On-Demand Training – On-Demand Training is designed to be a self-paced micro-learning methodology that provides end users the opportunity to align the capabilities of the systems with their job functions. E-learning courses marry the roles of common positions within the institution, business process, and baseline product functionality. In addition to boosting your knowledge, the training serves as a prerequisite for knowledge assessments, badges, and even more in-depth courses. For a preview of our On-Demand Training, we would be happy to provide a link to our Ellucian Training YouTube channel.

Cloud Education – Ellucian's delivery team will educate your team on the overall management plan for the cloud environment, including the ticketing process, resource engagement, and system monitoring procedures.

Overall, our training positions your functional teams to take advantage of future product releases and functionality. For more complex functional updates, Ellucian provides:

- Training webinars that address specific functional updates
- Detailed documentation to explain new functionality
- Training classes focused on more complex functional and technical topics
- Functional and technical On-Demand Training courses, subscription based

The majority of our application training is delivered on-site. We follow-up the on-site training with a combination of remote and on-site consulting engagements. Technical classes are instructor-led and provided virtually. We provide the appropriate functional and technical training at every phase rather than just at the beginning. This "just-in-time" approach allows focused training and better retention. Ellucian's approach focuses on training your team on your business processes, in line with our baseline system deployment.

8. Describe data migration and systems integration tools, API's, Web Services that are provided within the solution that will support tight, real-time integration with third- party solutions.

We understand that your data is critical, so focusing on successful data migration is vital to the success of your project. Therefore, our approach is to partner with you for effective data migration using a proven methodology. No one knows your data in your current environment better than your team. No one knows Colleague SaaS and how the data is best optimized than our Ellucian team. Forming a data migration partnership with you is vital to the successful migration of data and a successful project.

Our services consultants work with your project team to provide a thorough understanding of how legacy data migrates to our Ellucian applications. We assist your team with migrating your key legacy data into Colleague using proven practices to help meet your project schedule.

We include a data migration education workshop focusing on the attributes and objectives of programmatic data migration. This workshop provides your team with an understanding of our data migration methodology. We then follow with a more detailed discovery of business needs and processes to permit a refinement of the plan.

During the data migration education workshop, we align the data migration timeline with the overall project timeline to ensure we are supporting the go-live requirements for individual sprints. After the workshop, you have a working plan for the migration of legacy data, a mutually agreed set of data to be migrated, pre-migration data integrity review assignments, and agreement on the data migration method.

We provide a Data Migration Plan that:

- Identifies each key activity
- Documents resource responsibilities
- Outlines completion dates and duration activities

Data elements are migrated to production in conjunction with your business cycles and according to the project plan, thereby eliminating extensive "cleanup" after the electronic migration of data.

Our data migration methodology follows an iterative process. This iterative process allows for data loads and verification of data, thus providing the highest level of 'clean data' migrated to your production environment. Additionally, the process involves the creation of fresh importable files with full data sets for each of the data migration iterations.

Through years of experience we know this methodology keeps the team informed and provides the platform for removing obstacles and keeping the project on track.

Phase 1	Migration Strategy, Planning and Kickoff	• Define the scope of conversion • Develop a detailed data migration plan which clearly defines the schedule and each participant's role and responsibility • Institutional review of current legacy data
Phase 2	Data Mapping and Initial Conversion Verification	• Complete data mapping and crosswalk documents • Perform initial extracts and data loads • Validate data load and adjust extracts, crosswalks, and load utilities

Phase 3	Pre-Production Conversion and Verification	• Perform extracts and data loads • Validate data in the applications • Perform validation using reports and by processing transaction in the system • Adjust conversion components to prepare for production migration
Phase 4	Production Data Migration	• Execute final extract processes and data conversion into the production environment • Verify accuracy of data

Our biggest challenges are often related to the integrity or ‘cleanliness’ of the data at the onset of the data migration project. To proactively address this concern, Ellucian’s data migration load programs validate the data using a variety of ‘edits’ to identify problems that must be addressed in your data extracts or crosswalks.

The project team will use the following methods to bring defined legacy ERP data into Colleague.

<i>Programmatic Data Migration</i>	We use pre-configured maps, pre-defined data fields, and our data migration tool to match various data fields found in your legacy system. This is an opportunity to align your data with Ellucian’s recommended practices and baseline functionality. Your project team validates the data prior to the live production run. Should post go-live data cleanup be necessary, this is the responsibility of your team, with guidance from the Ellucian consultant. We conduct production migration in conjunction with the planned go-live business cycles. This reduces duplicate entry of data and mitigates the need for extensive ‘cleanup’ after the electronic migration. Ellucian provides technical assistance related to the creation of data extracts, file validation, error analysis/resolution and run-to-production procedures.
<i>Import Utilities</i>	Import Utilities accommodate a direct load of specific data sets into their respective Colleague tables. An Ellucian consultant facilitates the process to define and load the identified data.
<i>Manual Data Entry</i>	Recommended when there is a limited volume of historical records, and where you can realize time and cost savings through manual entry. Ellucian will provide practices for the manual input of data from legacy to the Colleague SaaS environment. Your team manually enters the data. Ellucian typically recommends manual entry of the following data. • Vendors • Courses Though a data migration program is available, vendor files often include outdated and duplicate records (i.e. a vendor in the system multiple times with different addresses

and points of contact), resulting in the inability to programmatically determine which vendor records should be migrated. Through manual data entry this approach allows for institutions to review and cleanse records to bring forward accurate information.

Following is a list of commonly migrated data elements. The data migration efforts focus on providing the critical historical data for live operations. Historical data that is not converted can be connected through and made available through reporting.

Data Migration Program	Description
Finance	
General Ledger	Import of beginning balance sheet account balances
Student-facing	
Demographics	Name and address data for students, employees, staff, etc.
Zip Code	Purchased from commercial file
Institutions	Purchased College Board Files
Courses	Data to build current and past course catalogs
Transfer Course to Course Equivalencies	Equivalencies to transfer courses
Student	Data, including admit status, class rank, academic level, and other data specific to person's role as a student
Student Transcripts	Academic Records
Transfer Credit Detail	Courses taken by transfer student at other institution of Higher Education that can be linked to an institution record
Admissions	Prospects and/or applicants, including educational intent
Student's High Schools Attended	Data from person's attendance at high school
Student's Other Institutions Attended	Data from person's attendance at other institution of Higher Education

Data Migration Program	Description
Student's Home Institutions Attended	Data from person's attendance at home (customer) institution
Test Scores	For tests taken (SAT, ACT, Placement, etc.) and for non-course work taken (such as military credit)
Student Standings	Honors, Probation, etc.
Student Remarks Import	Free form information, more extensive than Student Comments
Restrictions	Administrative holds placed on students
Financial Aid History	Historical Awards
Accounts Receivable Invoices	Balance forward
Human Resources	
Employee Demographics	Name and address data for employees' external employment

Data Migration Assumptions

The data migration responsibilities for your project team include the following activities:

- Data extraction and cleansing for all data migration loads, including certification of data quality and readiness for production data loads
- Identify the primary PERSON record and associated duplicates prior to the demographic migration
- Understand the link between data in the application and the underlying table
- Work with the Ellucian consulting team to understand system configuration to ensure legacy data is migrated into the system to support project configuration decisions
- Careful attention during data mapping to ensure consideration of all legacy system data and identification of a suitable location in Colleague
- Work with the Ellucian data migration consultants to understand the mapping sheets, creation of necessary crosswalks, and not over-architect the extract solutions
- Provide dedicated / skilled SQL writers to develop table level extracts
- Understand expected outcome of various migration load activities
- Work with functional and technical consultant to understand the data load and how to validate data

- Run reports to validate data, for example transcripts and payroll
- Use Colleague pages to ensure data fields are not missing and impacting navigation at the form level

A sample of our current data migration projects include:

- A large multi-site institution with a considerable distance learning population. Migration includes 600K General Student records, 3.4 million institutional academic history records and 900k transfer history records
- A large research university. Migration included 950K student records, 8 million academic history records.
- A multi-institution migration of data conducted at the System level from 43 institutions into a single database applying Ellucian shared services technology methods.

Ellucian Ethos Integration

Ellucian Ethos distinguishes our solution from all competitors. Staff no longer face roadblocks when they access information and work together to reach their goal—serving students. That’s why we have invested in a comprehensive platform designed exclusively for Higher Education, Ellucian Ethos. Please see our response to *“Full integration of non-core and third party solutions”* on page 15 for more details on Ethos Integration.

9. Describe how the system provides for the automation of business processes using a workflow engine, workflow modeling and workflow definition tool that will allow the University to automate many multi-step processes.

Each day you face a string of routine tasks, such as application processing, student registration, hiring processes, or end of the day processing for accounts receivable. Each task can involve a considerable amount of time and paperwork. The workflow solution automates everyday business processes enterprise-wide, reducing the volume of tasks facing your staff, and saves institution a substantial amount of time and paperwork.

Built according to industry standards developed by the renowned Workflow Management Coalition, the solution interoperates with other systems and departments for streamlined operation. The solution enhances the working environment within your departments and improves inter-departmental communication without needing additional expenditures.

The workflow solution is tailored to enforce your institution’s policies and provide efficient workflows for your users.

The workflow solution’s benefits include the following:

- Streamline end-of-term processing in Student Services by reducing the volume of manual approvals
- IT departments save time and increase customer satisfaction, leveraging workflows that provide for quick setup of all new users.

10. Describe the various levels of reporting capabilities and demonstrate that the system is able to access data for daily transaction reporting easily, as well as complex multi-level reporting in support of executive decision making and institutional research type of objectives.

Our reporting solution delivers the insights you need, to make timely, better-informed decisions. It is a single feature-rich, user-friendly solution that's easy to implement and manage. It works by filling reporting requests through simple ad hoc queries, to advanced dashboards, that display interactive charts and data cubes, graphically illustrating insights at a glance.

You can also access the CO-OP User Community, an online library. You can collaborate and share DataBlocks and reports.

The solution addresses reporting needs, from simple ad hoc queries, to advanced dashboards and data cubes. Users can quickly access information they need in the format they want.

The solution also has built-in scheduling and delivery functionality which automates report distribution.

11. Describe the solution's support of technologies that will allow for tighter, seamless, real-time integration of data between the ERP and necessary third party applications in support of functionality not present in the enterprise solution.

Please see our response to question "Full integration of non-core and third-party solutions" on page 15.

12. Describe how the solution supports a flexible multi-term based educational environment where academic programs and courses can start and stop on numerous schedules not related to the typical term/semester calendar (Appendix 1, Items 15 and 16).

As previously stated, Colleague supports fluid start and end dates for course offerings. Colleague provides a flexible term structure that can accommodate an unlimited number of terms and sessions with an unlimited number of sessions associated to each term. Each term or session created can use a default date range and provides an opportunity to cluster terms or sessions into a "reporting term." Location can specify term and session assignment. All terms and sessions can contain overlapping date ranges. All terms and sessions defined will make up the whole for an academic year.

13. Describe if the ERP and CRM solutions are offered in a hosted or SaaS environment and also as an on premise solution. Bidders are required to provide pricing for either or both hosted and non-hosted options, depending on what they offer.

Colleague is a SaaS solution delivered from the AWS cloud. Please see **Section 2** for pricing information.

14. Provide a list of other higher education clients, detailing the version of the proposed ERP that is currently in production and contact information for each customer. Please do not include customers of software other than the proposed software.

Due to the time constraints of our valuable customers during these challenging times of COVID, please coordinate all communication with the following **Colleague SaaS** customer references with Robert Ardigo via phone at [REDACTED] or via email at Robert.Ardigo@ellucian.com.

	Name of Customer:	Massachusetts College of Arts and Design
	Contact:	Lana Ludanova
	Title:	Chief Information Officer
	Address:	621 Huntington Ave, Boston, MA 02115
	Phone:	[REDACTED]
	Email:	[REDACTED]

	Name of Customer:	Trevecca Nazarene University
	Contact:	John Eberle
	Title:	Chief Information Officer
	Address:	333 Murfreesboro Pike, Nashville, TN 37210
	Phone:	[REDACTED]
	Email:	[REDACTED]

	Name of Customer:	Weatherford College
	Contact:	Greg Shrader
	Title:	Director of Technical Services
	Address:	225 College Park Dr, Weatherford, TX 76086
	Phone:	[REDACTED]
	Email:	[REDACTED]

15. Provide information regarding future development of your proposed and future products for the next 3 to 5 years.

Ellucian's strategic obligation to its partners is to enhance our applications and technology stack to use evolving technologies.

As an Ellucian Partner, you will have access to our product calendar, roadmaps, and our online user forum Community, which keeps our partners abreast of product development and news.

Ellucian believes in transparency, and we are committed to providing information about options, dependencies, and the impacts to your current IT environment. While forward looking statements are subject to change at Ellucian's discretion and not a guarantee, we deliver on this belief in transparency by providing product roadmaps that outline solution strategy and detail future direction for our core administrative systems, overviews of key functional areas that are critical to your institutional mission (analytics, portal, and mobile), and roadmaps that detail the balance of our portfolio.

As a current Ellucian customer, you have access to our product roadmaps posted to Community, our online user forum.

16. Please provide a proposed timeline from bid award through project completion, including conversation and training.

Sample High-Level Timeline

Ellucian is proposing a 12-month project. This sample timeline is based on our extensive experience with similar customers and our understanding of Higher Education and your business cycles. The actual timeline for individual tasks may vary from the sample timeline based on a variety of factors, for example your resources and availability, allocation of time of each person toward the project, and other dependent projects.

Indicative activities in the sample timeline will become the foundation from which we develop the final timeline and the *Integrated Project Schedule* (IPS) following contract signatures. Customizing the project plan allows the project team to consider alternative timelines and approaches which are discussed after the selection process and throughout initiation and planning. Ultimately, Ellucian's project manager, in conjunction with your project manager, are responsible for developing detailed project plans.

At the completion of this phase, the plans are presented to the project steering committee for approval. Generally, a kickoff is planned following completion of the plans to present a summary of the plans to the community before project activities commence.

Planning go live dates is an important first step. As outlined in the sample timeline our approach ensures:

- Your users have a seamless experience no matter what module they use
- Your key data is available across all modules
- You have minimal data maintenance and duplication
- Your business processes flow between modules
- You achieve your strategic vision

Ultimately, our methodology and solution delivery plan help minimize duplication and reduces dual system processing. Your end-user validation and simulation validation provide your team with input to your go/no-go decision.

Please note that Ellucian considers the sample timeline on the following page as confidential and proprietary information provided to TESU only for the purposes of evaluating our proposal.

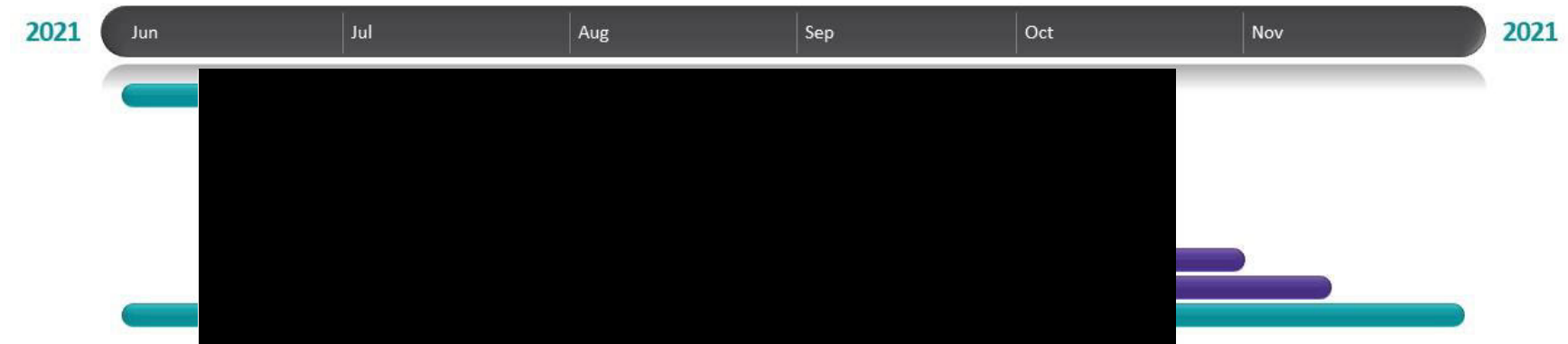
Colleague Business Process Transition to the Cloud Timeline: Phase 1*

December Project Start



* Estimated timeline finalized during the project planning engagements.

Colleague Optimization Timeline: Phase 2*



* Estimated timeline finalized during the project planning engagements.

3.3 General Technical Information

Please answer the following technical questions with respect to the proposed ERP system:

1. Please describe in detail the options available regarding Database Management Systems Software that are supported by the ERP solution.

Ellucian will host the solution on an industry-standard relational database.

2. Do you provide hosted, application service provider (ASP), or software as a service (SaaS) options? If so, describe the available options.

Colleague is a SaaS solution delivered from the AWS cloud. Ellucian provides the cloud infrastructure and technical expertise needed to manage Ellucian applications. Experts manage and deliver your infrastructure and enterprise systems so that you can focus on strategic priorities. We deliver one-stop access to leading cloud infrastructure environments, high-speed Internet connectivity, technical expertise, monitoring, security, backup, and disaster recovery services. Ellucian's cloud solutions are backed by service-level agreements confirming reliability and availability of the applications.

If Bidder offers a hosted or full SaaS solution, please answer questions 3-5:

3. Please describe the hosted environment recommended for the software solution being proposed.

Colleague is a SaaS solution delivered from the AWS cloud. With the AWS cloud, your infrastructure headaches are removed, and many of the security issues that come with them. AWS' world-class, highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems. Data centers are staffed 24 x 7 by trained security guards, and access is authorized strictly on a least privileged basis. Environmental systems are designed to minimize the impact of disruptions to operations. Multiple geographic regions and Availability Zones allow you to remain resilient in the face of most failure modes, including natural disasters or system failures.

4. Please provide your standard Service Level Agreements (SLAs) for your hosted environment.

Ellucian warrants that its software products will operate in accordance with the functions and technology described in the hard copy and/or online software documentation provided.

Ellucian targets 100% production availability outside of scheduled maintenance windows in a SaaS deployment. The Ellucian Enterprise Operations Center (EOC) monitors the Cloud in real time 24 x 7 x 365 for performance and availability. Monitoring is coupled with a robust alert lifecycle. This includes automated alerting, ticket generation, triage support, and escalation for multiple layers of visibility to enable prompt attention and resolution.

Service credits are provided if monthly production availability is less than 99.5%.

5. Please describe the Security Levels for your hosted environment and your fail-over and disaster recovery support within the hosted environment.

Using industry recommended practices, enterprise-level security technology, and trained personnel, Ellucian Cloud solutions provide customers with a secure, robust, and reliable experience.

Perimeter Security

Firewall and Port Security

Ellucian Cloud Solutions practice defense-in-depth with host-based and network firewall technology to protect customer systems and data. Management of defined rules are tightly controlled to prevent unauthorized ports and protocols from being implemented.

Web Application Firewall

In addition, Ellucian has the ability to deploy application layer protection security technology which provides protection against well-known and advanced hacking techniques such as SQL injection, cross-site scripting, sensitive data exposure, unvalidated redirects, and many other top web application threats.

Network Threat Monitoring

Ellucian Cloud Solutions use network traffic monitoring and protection technologies to protect against malicious activity against customer systems and data. Ellucian Cloud Solutions are monitored 24 x 7 x 365 by Ellucian security analysts.

DDoS Protection

This defense-in-depth strategy also provides specific protections against distributed denial of service (DDoS) threats. Ellucian's AWS-hosted Cloud Solutions environments are protected by AWS Shield Standard, a managed Distributed Denial of Service (DDoS) protection service.

Event Monitoring and Alerting

The deployed Security Information and Event Management (SIEM) system captures, indexes, and correlates real-time data to identify potential security threats and events and alert appropriate security and operational personnel. Ellucian's Threat and Incident Response Team (TIRT) provides 24 x 7 x 365 monitoring of the SIEM solution, as well as additional system and URL monitoring technologies.

Rapid Response Technology

With its deployed rapid response technology, Ellucian can quickly identify, analyze, and respond to security incidents. This powerful technology strengthens Ellucian's incident response framework, which enhances our strong triage, forensics, and investigation capabilities.

File Integrity Monitoring (FIM)

Ellucian has the capability to implement FIM for critical files. By monitoring for malicious activity, unattended and unauthorized changes to critical data, configuration, application, and system files, this technology improves Ellucian's incident response capabilities.

Endpoint Security

Endpoint Protection

Ellucian systems are protected by an enterprise level antivirus/antimalware solution that provides continuous, updated signature and behavior-based protection for the cloud environment.

Vulnerability Management

We have implemented continuous vulnerability identification and remediation processes to address emerging threats to systems and software efficiently. Using enterprise level vulnerability tools, we can quickly identify and remediate vulnerabilities found in software and configurations.

Patch Management

Coupled with Ellucian's Vulnerability Management program, patch management uses an enterprise-level patching solution for all layers of the system – from OS to database to application. The solution is used for standard operational patching and for identified zero-day threats.

Customer Environment Protection

Segregated Customer Environments

Using secure architecture and advanced secure multi-tenancy technology, Ellucian solutions deliver a secure customer environment, providing you with a dedicated, secure, and powerful application experience.

Customer Authentication Protection

Ellucian provides customers several secure authentication methods, including multi-factor authentication. Industry standard protection technology confirms the authentication process in the Ellucian offerings is reliable and secure.

Encryption Technology

Our offerings use strong industry standard encryption. Ellucian regularly evaluates these standards to address and quickly remediate changes to their effectiveness or security in the environments.

Advanced application data encryption is also an option for customers for many of our offerings. Because of encryption options, customers can choose to encrypt sensitive application data on storage media,

completely transparent to the application, addressing encryption requirements associated with privacy concerns and security regulations.

Data Privacy

Ellucian is committed to maintaining customer confidence and trust, and accordingly maintains a comprehensive Privacy Policy to protect the personal information that customers provide to us.

The Privacy Policy can be accessed on our website.

Incident Response and Forensics

Ellucian maintains a Threat and Incident Management Program to respond to security incidents within the Cloud Environment. We deploy network threat monitoring tools, rapid response technology, antivirus/antimalware and endpoint protection tools, network Security Groups, DDoS protection, and a logging and alerting solution. It captures, indexes, and correlates real-time data to identify potential threats and security events in the Ellucian environments.

Threat and Incident Management Program

Ellucian's Threat and Incident Management Program supports U.S. Department of Justice-recommended chain-of-custody processes including forensic data collection, preservation, and analysis.

Threat and Incident Response Team (TIRT)

Ellucian's TIRT is the central reporting point for computer security adverse events, incidents involving personal data, and incidents affecting the Ellucian network infrastructure if determined malicious in nature. The TIRT will assist Ellucian's legal and human resources departments, as well as the Security Risk and Compliance, Research and Development, and other relevant teams, in taking the appropriate actions necessary to contain, mitigate, and resolve information security incidents. The TIRT may assist operational managers in responding to security events.

Threat and Incident Framework

The TIRT Team follows the National Institute of Standards and Technology's recommended Incident Response Life Cycle (Computer Security Incident Handling Guide, NIST SP 800-61):

- Preparation
- Detection and analysis
- Containment, eradication, and recovery
- Post-incident activity

The TIRT code of conduct is based on the CERT Coordination Center's recommendations. The incident type, cause, and/or severity will dictate the action required for resolution.

Threat and Incident Handling

Ellucian employees and customers are directed to contact Ellucian Global Information Security via the Central Help Desk. The Central Help Desk dispatches accordingly to the TIRT.

Security Standards

Ellucian Security is based on the widely recognized industry security standards of ISO 27001. These standards provide guidance for Ellucian solutions – from R&D to implementation. By adhering to these industry standard security frameworks, we also meet the strict guidelines of the Cloud Security Alliance controls.

Cloud Security Alliance

The Cloud Security Alliance (CSA) promotes the use of best practices for providing security assurance within cloud computing. The CSA provides education on the uses of cloud computing to help secure all other forms of computing. Ellucian Cloud solutions aligns itself with the CSA operationally and uses the CSA's guidance for its Cloud solutions initiatives. Ellucian published its self-assessment and alignment with the CSA Consensus Assessments Initiative Questionnaire (CAIQ).

SSAE 18

Ellucian Cloud solutions, as well as our platform providers, undergo an annual SSAE 18 audit to validate operational controls. The SOC 1 audit is conducted every six months, and the SOC 2 and SOC 3 audits are conducted annually. The SOC 1 and SOC 2 Type II reports are available for review upon request and execution of a signed, SOC specific, NDA. The SOC 3 report is available for review on our website without an NDA.

Disaster Recovery

Ellucian will maintain a disaster recovery plan for the Cloud Software. If the Cloud Software production environment is damaged in whole or in part preventing Ellucian from securely delivering the Cloud Software, Ellucian will failover the primary Cloud Software environment to Ellucian's disaster recovery environment. Ellucian's recovery time objective (RTO) is 24 hours, measured from the time the Cloud Software is declared to have become unavailable until such services become available and operational in accordance with applicable service levels, as measured by Ellucian. Ellucian's recovery point objective (RPO) is two (2) hours, measured from the time the first transaction failed or from the time the Cloud Software became unavailable. Ellucian will test its disaster recovery plan annually.

If Bidder offers on premise option for solution, please answer questions 6-8:

6. What hardware platforms (e.g., application servers, mass storage devices) can be used to support the proposed system? How should such platforms be sized? What operating system(s) can be used to support the proposed system?
7. Please present a physical topology and logical topology (both in graphical form) that describe an appropriate hardware and software environment.
8. Please describe the recommended specifications for client platforms, including operating systems, amount of memory, processor speed, etc.
9. Please describe a typical technical and support staff structure to maintain and support your solution for a University of our size (e.g., database administrators, system administration, programmers, help desk, etc.)

Ellucian proposes Colleague SaaS, these requirements are N/A.

SECTION 2

Response to Appendix 1: Law Compliance Forms

On the following pages Ellucian has included the Law Compliance Forms, which include:

- Standard Terms and Conditions
- Non-Collusion Affidavit
- Conflicts of Interest
- Business Formation and Registration Certificate (indicate we will complete prior to award if we are the winning vendor)
- Two-Year Vendor Certification and Disclosure of Political Contributions Form
- Exhibit A – Mandatory Equal Employment Opportunity Language
- Employee Information Report (Form AA302) (indicate we will complete prior to award if we are the winning vendor)
- Ownership Disclosure Form
- Source Disclosure Form
- Disclosure of Investment Activities in Iran

Further, as per RFP instructions, we include:

- The ERP Solution Price Sheet.

Reservation of Rights

Ellucian is pleased to submit this proposal for your consideration. This proposal represents Ellucian's commitment with respect to pricing, software and services in response to Thomas Edison State University's RFP conditioned on both parties reserving the right to review and finalize mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, this proposal is based upon the information provided by you and the assumptions set forth in Ellucian's response.

Ellucian reserves the right to review our proposal prior to inclusion in any future contract.

Ellucian has provided similar software and services to Thomas Edison State University in the past and Ellucian expects to utilize existing agreements with Thomas Edison State University for all procurements resulting from this proposal and address any additional updates that may be needed since original contract signing.

References by Ellucian to enhancements, improvements, new releases, or other functional and/or technical items that are not available in general release as of the date of this proposal ("Future

Functionality”) do not represent commitments on the part of Ellucian that it will develop or deliver any such items. Accordingly, Ellucian does not include in its agreements with customers any commitments or obligations relating to the development or delivery of specific Future Functionality, and the inclusion thereof should not be used to influence your decision as you evaluate Ellucian’s response to your Proposal.

APPENDIX #1
REQUIRED SUPPORTING BID DOCUMENTS (ATTACHMENTS)

	Document Title	Applicable?
1	THOMAS EDISON STATE UNIVERSITY STANDARD CONTRACT TERMS AND CONDITIONS	Y
2	RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS	Y
3	NON-COLLUSION AFFIDAVIT	Y
4	CONFLICT OF INTEREST	Y
5	BUSINESS REGISTRATION CERTIFICATE	Y – Prior to Award
6	POLITICAL CONTRIBUTION DISCLOSURE (CHAPTER 51)	Y
7	EXHIBIT A - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS)	Y
8	INSTRUCTIONS FOR COMPLETING EMPLOYEE INFORMATION REPORT FORM AA 302, EMPLOYEE INFORMATION REPORT FORM AA302, AND SAMPLE CERTIFICATE OF EMPLOYEE INFORMATION REPORT	Y – Prior to Award
9	OWNERSHIP DISCLOSURE FORM	Y
10	SOURCE DISCLOSURE FORM	Y
11	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	Y
12	PRICE SHEET	Y
13	ACADEMIC CALENDAR 2020-2021	Y
14	SBM GR ACADEMIC CALENDAR 2020-2021	Y

NOTE: The documents listed above are required by State Law and University Policy. All documents listed as “Applicable” are required to be completed and included in bidder submissions or prior to award, where indicated.

Thomas Edison State University RFP Law Compliance Forms (Appendix I)



**THOMAS EDISON
STATE UNIVERSITY**

**Office of Treasurer
Thomas Edison State University
111 West State Street
Trenton, NJ 08608
Phone: 609.292.2108 ext. 2345
rfp@tesu.edu**



OFFICE OF THE TREASURER

Thomas Edison State University
111 West State Street
Trenton, New Jersey 08618
Phone: (609) 292-2108 Fax: [REDACTED]
www.tesu.edu

Thomas Edison State University RFP Law Compliance Forms

The following documents are attached and made part of every RFP issued by Thomas Edison State University. Failure to submit any of the following documents may be cause for the bid submission to be rejected.

RFP Law Compliance Forms Table of Contents

1. Thomas Edison State University (TESU) Standard Terms and Conditions
2. Rider for Purchases Funded by Federal Funds
3. Non-Collusion Affidavit
4. Conflicts of Interest
5. Business Registration Certificate (Prior to Award)
6. Political Contribution Disclosure (Chapter 51) - Information and Instructions for Completing the "Two-Year Vendor Certification and Disclosure of Political Contributions" Form and Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions
7. Exhibit A – Mandatory Equal Employment Opportunity Language (Goods, Professional Services and General Service Contracts)
8. Instructions for Completing the Employee Information Report Form AA302, Employee Information Report Form AA302, and Sample Certificate of Employee Information Report (Prior to Award)
9. Ownership Disclosure Form
10. Source Disclosure Form
11. Disclosure of Investment Activities in Iran Form
12. Price Sheet
13. Academic Calendar 2020-2021
14. SBM GR Academic Calendar 2020-2021

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

- I. The Contractor certifies that it understands and agrees that the following terms and conditions are incorporated into any contract entered into by or purchase made on behalf of Thomas Edison State University.
- II. "Contract" is defined as any written contract or purchase order issued by Thomas Edison State University.
- III. In the event that the terms and conditions within a Contractor's proposal conflict with the standard terms and conditions of Thomas Edison State University, the University's standard terms and conditions will govern.
- IV. No Contractor doing business with Thomas Edison State University shall be considered an employee of the University. The status of all Contractors of the University shall be that of an independent Contractor.
- V. Contractors are notified by this statement that all standard terms and conditions will become part of any contract awarded or purchase order provided whether stated in part, in summary, or by reference, unless the University issues a duly authorized and signed written directive specifically stating otherwise.

As an affiliate of Thomas Edison State University, all University purchasing policies, including the standard terms and conditions, apply to all contracts and purchases made on behalf of the New Jersey State Library.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE

1.1 CORPORATE AUTHORITY – It is required that all corporations be authorized to do business in the State of New Jersey. Corporations incorporated out of the State must file a Certificate of Authority with the Secretary of State, department of State, State House, Trenton, New Jersey. Refer to NJSA 14A:13-3.

1.2 BUSINESS REGISTRATION – All New Jersey and out of state corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. All Contractors must provide a valid and current BRC to the University's Purchasing Department before doing business with the University via contract or purchase order. All subcontractors of the contractor must provide the contractor with a current BRC. Contractors must forward the BRC's of subcontractors to the University's purchasing department.

1.3 ANTIDISCRIMINATION – All parties to any contract with Thomas Edison State University agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within NJSA 10:2-1 through 10:2-4, NJSA 10:5-1 et seq., and NJSA 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

ANTIDISCRIMINATION PROVISIONS – the Contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing

of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

1.4 PREVAILING WAGE ACT – The New Jersey Prevailing Wage Act PL 1963, Chapter 150 is hereby made a part of every contract entered into on behalf of Thomas Edison State University except those contracts which are not within the scope of the Act. The Contractor hereby guarantees that neither the contractor nor any subcontractors who might be employed to perform the work covered by this proposal are listed or are on record in the Office of the Commissioner of the Department of Labor and Industry as one who has failed to pay prevailing wages in accordance with the provisions of this Act.

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT – The provisions of NJSA 34:5A-1 et seq. require the labeling of all containers of hazardous substances. All goods offered for purchase to the University must be labeled in compliance with the provisions of the Act and shall be deemed a term and condition of any University purchasing agreement or contract.

1.6 COMPLIANCE WITH LAWS – All Contractors of the University shall comply with all local, state, and federal laws, rules, and regulations applicable to any contracts or purchases and to the goods delivered and/or services provided under such.

1.7 COMPLIANCE WITH NEW JERSEY STATE LAW – All agreements between Thomas Edison State University and outside Contractors shall be governed by the laws of the State of New Jersey. Any and all actions relating to the provisions of a contract or purchasing agreement shall be brought in the courts of New Jersey, and venue in Mercer County, Trenton, New Jersey. New Jersey law

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

shall apply to all issues regardless of any principles of conflict of law policies, statutes, or case law. All agreements shall be subject to the New Jersey Contractual Liability Act, NJSA 59:13-1 et seq. All agreements shall be subject to the New Jersey Tort Claims Act, NJSA 59:1-1 et seq.

1.8 OWNERSHIP DISCLOSURE – Contracts for any work, goods, or services cannot be issued to any firm unless prior to or at the time of bid submission the firm has disclosed the names and addresses of all its owners holding 10% or more of the firm's stock or interests. NJSA 52:25-24.2. This requirement applies to all contracts exceeding the current bid threshold, whether made through advertisement or bid waiver. Ownership disclosure is also required by NJSA 19:44A-20.13 et seq.

1.9 POLITICAL DISCLOSURE BY CONTRACTOR – If the contract is in excess of \$17,500 the Contractor must complete and return "Pay to Play" certification and disclosure forms, which include the ownership disclosure form to the University before a contract can be awarded. The University must receive approval from the Chapter 51 Review Unit before entering into an agreement with said Contractor. NJSA 19:44A-20.13 et seq.

1.10 PUBLIC WORKS CONTRACTOR REGISTRATION ACT – The New Jersey Public Works Contractor Registration Act requires that all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in NJSA 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the New Jersey Division of Wage and Hour Compliance.

2. LIABILITIES

2.1 COPYRIGHT LIABILITY – The Contractor shall hold and save Thomas Edison State University, the State of New Jersey, their respective officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of any contract or agreement.

2.2 INDEMNIFICATION - The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless Thomas Edison State University, the State of New Jersey and respective employees, trustees, officers, volunteers, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work, materials, and/or services supplied under any contract or agreement. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in contracts or agreements.

2.3 INSURANCE - The Contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide Thomas

Edison State University with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to Thomas Edison State University, Office of the Treasurer. The insurance to be provided by the Contractor shall be as follows:

- a. Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and products liability (completed operations). Limits of liability shall not be less than \$1,000,000.00 per occurrence for bodily injury and \$1,000,000.00 per occurrence for property damage liability.
- b. Comprehensive General Automobile Liability insurance covering owned, non-owned, and hired vehicle with minimum limits of \$1,000,000.00 combined single limits.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with Limits of not less than \$1,000,000.00.
- d. Upon request, the successful Contractor will provide certificates of such insurance to Thomas Edison State University prior to the start of the contract and periodically during the course of a multi-year contract.

3. TERMS GOVERNING ALL CONTRACTS (Unless otherwise specified in Bid Specifications)

3.1 CONTRACT PERIOD AND EXTENSION OPTION – If, in the opinion of the Treasurer, it is in the best interest of the University to extend any contract entered into as a result of any proposal for a period of all or any part of a year, the Contractor will be so notified of the Treasurer's intent at least 30 days prior to the expiration date of the existing contract. The Contractor shall have 15 calendar days to respond to the Treasurer's request to extend the contract. If the Contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.2 RIGHT TO PROTEST INTENT TO AWARD – Except in the case of an emergency, bidders have the right to protest the award of a contract as announced in the notice of intent to award. Bidders will then have three business days from the date of the notice to file a written protest with the University. The University may shorten the deadline to protest when it deems it is in the public interest to do so.

3.3 CONTRACT TERMINATION –

- a. Change of Circumstances – Notwithstanding any provision or language in any contract to the contrary, where the needs of the University significantly change, or the contract is otherwise deemed no longer to be in the University's interest, the University may terminate the contract upon 30 days written notice to the Contractor. In the event of contract termination due to Change of Circumstances, the Contractor will be compensated by the University for goods and/or services satisfactorily

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

performed and accepted in accordance with the contract, up to the date of termination.

- b. For Cause – Where the Contractor fails to perform or comply with a contract, the University may terminate the contract upon 10 days notice to the Contractor, with an opportunity to respond. Where a Contractor continues to perform a contract poorly as demonstrated by documented late delivery, poor performance of service, short-shipping, etc., the University may terminate the contract upon 10 days notice to the Contractor. In the event of contract termination due to Cause, the University may acquire the goods and/or services which are the subject of the terminated contract from another source. If the price paid is greater than the contract price, the University may deduct the difference in price from any monies due the terminated Contractor or, if no monies are due the terminated Contractor, the difference in price shall be an obligation owed the University by the terminated Contractor.

3.4 PERFORMANCE GUARANTEE – The Contractor hereby certifies that:

- a. The equipment offered is standard, new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered, that such parts are all in production and not likely to be discontinued, and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the University that is operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Contractor's proposal from time of written acceptance by the University. The Contractor will render prompt service without charge, regardless of geographic location.
- d. During the warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- e. All services rendered to the University shall be performed in strict and full accordance with the specifications stated in the contract.

3.5 DELIVERY GUARANTEE –

- a. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract or proposal. The Contractor shall be responsible for the delivery of material in first class condition to the University in accordance with good commercial practice.
- b. Items delivered must be strictly in accordance with bid or contract specifications.
- c. In the event delivery of goods or services are not made within the number of days stipulated or under the schedule defined in the specifications, the University may obtain the materials or services for any other available source, the difference in price, if any, to be paid by the Contractor failing to meet his commitments.

d. Contractors are authorized to ship only those items and quantities that are covered by the contract. If a review or material received indicated that material other than that covered by the contract has been ordered and delivered, the Treasurer, or his/her Purchasing designee will take such steps as are necessary to have the material returned regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be required. Compliance with this requirement is the full responsibility of the Contractor. Violation of this clause may result in the removal of the offending Contractor's name from the University's approved Contractor list.

e. Contractors shall acquaint themselves with conditions to be found at the University and shall assume all responsibility for placing and installing the equipment in the locations required. All freight or other delivery charges shall be paid by the Contractor.

f. The University will accept deliveries during normal business hours 9 am to 4 pm on normal business days, Monday through Friday.

g. All items must be delivered into and placed at a point within the University buildings as directed by the University. Based on space limitations, deliveries should be made utilizing no larger than a box truck. Lift gates are required as there is no dock for deliveries.

3.6 SUBCONTRACTING OR ASSIGNMENT – The contract may not be sub-contracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Treasurer or his/her Purchasing designee. Such consent, if granted, shall not relieve the Contractor of any responsibilities under the contract. In the event the Contractor proposes to subcontract for the services to be performed under the terms of the contract award, the Contractor shall state so in the submitted bid or proposal and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the University.

3.7 UNIVERSITY'S RIGHT OF FINAL BID ACCEPTANCE – The University reserves the right to reject all bids, or to award in whole or in part, in accordance with law. The University shall have authority to award orders or contracts to the Contractor(s) best meeting all specifications and conditions set forth.

3.8 UNIVERSITY'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES – The University reserves the right to inspect a Contractor's establishment before making an award for purposes of ascertaining whether the Contractor has the necessary facilities for performing the contract.

3.9 MAINTENANCE OF RECORDS – The Contractor shall maintain records for products and services delivered against a contract for a period of three (3) years from the date of final payment. Such records shall be made available to the University upon request.

Pursuant to N.J.A.C. 17:44-2.2, Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

available to the New Jersey Office of the State Comptroller upon request.

4. TERMS RELATING TO PRICE

4.1 PRICE FLUCTUATIONS DURING CONTRACT - All prices quoted shall be firm and not subject to increase during the period of the contract. In the event of a manufacturer's price decrease during the contract period, the University shall receive the full benefit of such price reduction on any undelivered goods or services, and on any subsequent order placed during the contract period.

4.2 DELIVERY COSTS - Unless noted otherwise in the specification, all prices for items in bid or contract proposals are to be submitted F.O.B. destination. Proposals submitted other than F.O.B. destination may not be considered. Regardless of the method of quoting shipments, the Contractors shall assume all liability and responsibility for the delivery of the merchandise in good condition to the University or designated purchaser. F.O.B. destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the University unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at a Contractor's convenience when a single shipment is ordered.

4.3 C.O.D. TERMS - Unless otherwise stated, C.O.D. terms are not acceptable as part of any proposal, and are cause for automatic rejection of a bid or proposal.

4.4 TAX CHARGES - Thomas Edison State University is an instrumentality of the State of New Jersey and is exempt from the New Jersey sales and use taxes and Federal excise taxes. These taxes must not be included in the Contractor's price quotations. The University's Federal Excise Tax Exemption number is V21600092800.

4.5 PAYMENT TO CONTRACTORS - Upon receipt and acceptance of goods or services, payment for goods and/or services purchased by the University will be made to the contractor following the receipt of an acceptable invoice from the contractor. Payment shall be made in accordance with the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq.

5. CASH DISCOUNTS - Cash discounts for periods of less than 15 days will not be considered as factors in the award of contracts for purposes of determining the University's compliance with any discount offered.

5.1 A discount period shall commence on the day the University receives a properly executed Contractor invoice for products and services that have been duly accepted by the University in accordance with the terms, conditions, and specifications of the contract or purchase order. If the invoice is received prior to delivery of the goods and services the discount period begins with the acceptance of the goods or services.

5.2 The date on the check or electronic payment issued by the University in payment of that invoice shall be deemed the date of the University response to that invoice.

6. CONFIDENTIAL INFORMATION

The Contractor will not, either directly or indirectly use or disclose any confidential or proprietary information including, without limitation, employee and student data, financial data, and information technology of the University, for any purpose other than the performance of the specific contract services, unless the Contractor has obtained prior written consent of the University, to the contrary. Contractor shall limit disclosure of confidential information to Contractor's employees with a need to know the confidential information.

7. STANDARDS PROHIBITING CONFLICT OF INTEREST

The following prohibitions of contractor activities shall apply to all contracts or purchase agreements made with the University, pursuant to Executive Order No. 189 (1988):

- A) The Contractor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any University officer or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such University officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such University officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B) The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any University officer or employee from the Contractor shall be reported in writing forthwith by the Contractor to the Attorney General and the State Ethics Commission.
- C) The Contractor may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Contractor to, any University officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the University, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to the provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the University officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality, or appearance of a conflict of interest.
- D) No Contractor shall influence, or attempt to influence or cause to be influenced, any Contractor officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

THOMAS EDISON STATE UNIVERSITY (TESU) STANDARD TERMS AND CONDITIONS

- E) No Contractor shall cause or influence, or attempt to cause or influence, any University officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the vendor or any other person.
- F) The provisions cited above in paragraph 7A. through 7E shall not be construed to prohibit a University officer or employee from receiving gifts from or contracting with Contractors under the same terms and conditions as are offered or made available to members of the general public.
- G) The Contractor agrees to abide by the Business Ethics Guide published by the New Jersey Department of Treasury.

its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

Notwithstanding the above, Ellucian submits our proposal subject to our Reservation of Rights included in our proposal.

8. SET-OFF FOR STATE TAXES

Pursuant to N.J.S.A. 54:49-19, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

9. DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

10. WARRANTY OF NO SOLICITATION BY PAID AGENT

Pursuant to N.J.S.A. 18A:64-6.1, The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, broker-age or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
1. Paper and paper products listed in 40 C.F.R. 247.10;
 2. Certain vehicular products as listed in 40 CFR 247.11;
 3. Certain construction products listed in 40 C.F.R. 247.12;
 4. Certain transportation products listed in 40 C.F.R. 247.13;
 5. Certain park and recreation products, 40 C.F.R. 247.14;
 6. Certain landscaping products listed in 40 C.F.R. 247.15;
 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
- B. As defined in 40 CFR 247.3, "recovered material" means:
1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
 2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
 - a. Postconsumer materials such as -
 - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
 - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
 - b. Manufacturing, forest residues, and other wastes such as -
 - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
 - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
 - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
 - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
 - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said

rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

III. DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the

Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$ 100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

VI. CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Contracts and subgrants of amounts in excess of \$ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$ 100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Notwithstanding the above, Ellucian submits our proposal subject to our Reservation of Rights included in our proposal.



OFFICE OF THE TREASURER

Thomas Edison State University
111 West State Street
Trenton, New Jersey 08618
Phone: (609) 292-2108 Fax: [REDACTED]
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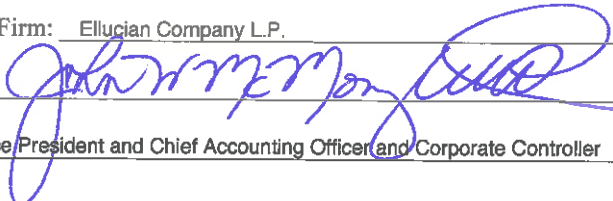
CONFLICTS OF INTEREST

The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to **Executive Order No. 34 (1976)** and **Executive Order 189 (1988)**.

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph c.

I (we) certify that I (we) have read and understood the above regulations on Conflict of Interest:

Name of Firm: Ellucian Company L.P.

By:  John W. McMonagle, III

Title: Vice President and Chief Accounting Officer and Corporate Controller Date: 10/30/20



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SOURCE DISCLOSURE FORM

RFP TITLE: Enterprise Resource Planning Solution **VENDOR {BIDDER}:** Ellucian Company L.P.

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by Thomas Edison State University, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

☐ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2. **See note below

☒ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

****Services related to maintaining the Cloud solution are delivered via a follow-the-sun model within the United States and internationally.**

****Ellucian has affiliates in the following: Puebla, Mexico; Dublin, Ireland; Bangalore, India; and Dubai, UAE to provide 24/7 Cloud solution support.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Purchasing Department will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Purchasing Department of the University.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to University Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the University is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the University to notify the University in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the University, permitting the University to declare any contract(s) resulting from this certification to be void and unenforceable.

By:

Signature

Date

John W. McMonagle, III, Vice President and Chief Accounting Officer and Corporate Controller
Print Name and Title

2020 - 2021 Calendar												
Term	July 2020	Aug. 2020	Sept. 2020	Oct. 2020	Nov. 2020	Dec. 2020	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May 2021	June 2021
Registration Dates	May 25 - June 26, 2020 (35 days)	July 3 - July 24, 2020 (21 days)	Jul. 31 - Aug. 21, 2020 (21 days)	Aug. 28 - Sept. 25, 2020 (28 days)	Oct. 2 - Oct. 23, 2020 (21 days)	Oct. 30 - Nov. 20, 2020 (21 days)	Nov. 27 - Dec. 25, 2020 (28 days)	Jan. 4 - Jan. 22, 2021 (19 days)	Jan. 29 - Feb. 19, 2021 (21 days)	Feb. 26 - Mar. 28, 2021 (28 days)	Apr. 2 - Apr. 23, 2021 (21 days)	Apr. 30 - May 21, 2021 (21 days)
Late Registration	June 27 - July 3, 2020 (7 days)	July 25 - July 31, 2020 (7 days)	Aug. 22 - Aug. 28, 2020 (7 days)	Sept. 26 - Oct. 2, 2020 (7 days)	Oct. 24 - Oct. 30, 2020 (7 days)	Nov. 21 - Nov. 27, 2020 (7 days)	Dec. 26 - Jan. 1, 2021 (7 days)	Jan. 23 - Jan. 29, 2021 (7 days)	Feb. 20 - Feb. 26, 2021 (7 days)	Mar. 27 - Apr. 2, 2021 (7 days)	Apr. 24 - Apr. 30, 2021 (7 days)	May 22 - May 28, 2021 (7 days)
Registration Days	42	28	28	35	28	28	35	26	28	35	28	28
Enrolled Date	July 16, 2020	Aug. 13, 2020	Sept. 10, 2020	Oct. 15, 2020	Nov. 12, 2020	Dec. 10, 2020	Jan. 14, 2021	Feb. 11, 2021	Mar. 11, 2021	Apr. 15, 2021	May 13, 2021	June 10, 2021
Course Transfer Deadline	July 10, 2020	Aug. 7, 2020	Sept. 4, 2020	Oct. 9, 2020	Nov. 6, 2020	Dec. 4, 2020	Jan. 6, 2021	Feb. 5, 2021	Mar. 5, 2021	Apr. 9, 2021	May 7, 2021	June 4, 2021
Deadline for 100% tuition refund	July 5, 2020	Aug. 2, 2020	Aug. 30, 2020	Oct. 4, 2020	Nov. 1, 2020	Nov. 29, 2020	Jan. 3, 2021	Jan. 31, 2021	Feb. 28, 2021	Apr. 4, 2021	May 2, 2021	May 30, 2021
Term Start Date	Mon July 6, 2020	Mon Aug 3, 2020	Mon Aug 31, 2020	Mon Oct 5, 2020	Mon Nov 2, 2020	Mon Nov 30, 2020	Mon Jan 4, 2021	Mon Feb 1, 2021	Mon Mar 1, 2021	Mon Apr 5, 2021	Mon May 3, 2021	Mon May 31, 2021
Deadline for 75% tuition refund	July 12, 2020	Aug. 9, 2020	Sept. 6, 2020	Oct. 11, 2020	Nov. 8, 2020	Dec. 6, 2020	Jan. 10, 2021	Feb. 7, 2021	Mar. 7, 2021	Apr. 11, 2021	May 9, 2021	June 6, 2021
Deadline for 50% tuition refund	July 19, 2020	Aug. 16, 2020	Sept. 13, 2020	Oct. 18, 2020	Nov. 15, 2020	Dec. 13, 2020	Jan. 17, 2021	Feb. 14, 2021	Mar. 14, 2021	Apr. 18, 2021	May 16, 2021	June 13, 2021
Deadline for 25% tuition refund	July 26, 2020	Aug. 23, 2020	Sept. 20, 2020	Oct. 25, 2020	Nov. 22, 2020	Dec. 20, 2020	Jan. 24, 2021	Feb. 21, 2021	Mar. 21, 2021	Apr. 25, 2021	May 23, 2021	June 20, 2021
End of 6 week lab term	Aug. 23, 2020	Sept. 20, 2020	Oct. 18, 2020	Nov. 22, 2020	Dec. 20, 2020	Jan. 17, 2021	Feb. 21, 2021	Mar. 21, 2021	Apr. 18, 2021	May 23, 2021	June 20, 2021	July 18, 2021
Midterm exam week for select 12 week courses	Aug. 17 - Aug. 23, 2020	Sept. 14 - Sept. 20, 2020	Oct. 12 - Oct. 18, 2020	Nov. 16 - Nov. 22, 2020	Dec. 14 - Dec. 20, 2020	Jan. 11 - Jan. 17, 2021	Feb. 15 - Feb. 21, 2021	Mar. 15 - 21, 2021	Apr. 12 - Apr. 18, 2021	May 17 - May 23, 2021	June 14 - June 20, 2021	July 12 - July 18, 2021
Final exam week for 12 week term	Sept. 21 - Sept. 27, 2020	Oct. 19 - Oct. 25, 2020	Nov. 16 - Nov. 22, 2020	Dec. 21 - Dec. 27, 2020	Jan. 18 - Jan. 24, 2021	Feb. 15 - Feb. 21, 2021	Mar. 22 - Mar. 28, 2021	Apr. 19 - Apr. 25, 2021	May 17 - May 23, 2021	June 21 - June 27, 2021	July 19 - July 25, 2021	Aug. 16 - Aug. 22, 2021
End of 12 week term	Sept. 27, 2020	Oct. 25, 2020	Nov. 22, 2020	Dec. 27, 2020	Jan. 24, 2021	Feb. 21, 2021	Mar. 28, 2021	Apr. 25, 2021	May 23, 2021	June 27, 2021	July 25, 2021	Aug. 22, 2021

2020-2021 Calendar SBM						
Term	July 2020	Sept. 2020	Nov. 2020	Jan. 2021	Mar. 2021	May 2021
Registration Dates	May 25 - June 26, 2020 (35 days)	Aug. 1 - Aug. 21, 2020 (21days)	Oct. 3 - Oct. 23, 2020 (21 days)	Nov. 28 - Dec. 25, 2020 (28 days)	Jan. 30 - Feb. 19, 2021 (21 days)	Apr. 3 - Apr. 23, 2021 (21 days)
Late Registration	June 27 - July 3, 2020 (7 days)	Aug. 22 - Aug. 28, 2020 (7 days)	Oct. 24 - Oct. 30, 2020 (7 days)	Dec. 26 - Jan. 1, 2021 (7 days)	Feb. 20 - Feb. 26, 2021 (7 days)	Apr. 24 - Apr. 30, 2021(7 days)
Registration Days	42	28	28	35	28	28
Term Start Date	Mon July 6, 2020	Mon Aug 31, 2020	Mon Nov 2, 2020	Mon Jan. 4, 2021	Mon Mar. 1, 2021	Mon May 3, 2021
Deadline for 100% tuition refund	July 5, 2020	Aug. 30, 2020	Nov. 1, 2020	Jan. 3, 2021	Feb. 28, 2021	May 2, 2021
Deadline for 50% tuition refund	July 19, 2020	Sept. 13, 2020	Nov. 15, 2020	Jan. 17, 2021	Mar. 14, 2021	May 16, 2021
End of 8 week term	Aug. 30, 2020	Oct. 25, 2020	Dec. 27, 2020	Feb. 28, 2021	Apr. 25, 2021	June 27, 2021

SECTION 3

Bid Examples

The bidder must provide no less than three (3) examples of online manuals or relevant support tools to be considered as part of the bid proposal review.

As an Ellucian customer, you have around-the-clock access to the Customer Center. The Customer Center is our extensive knowledge base for finding answers to commonly asked questions and information on the flexible setup and configuration options available within the system. Other documents and resources include:

- Online help for each form and field
- An extensive library of downloadable documentation on configuring, administering, and using our products
- Release highlights with information on enhancements for new software releases. Every software update includes comprehensive information on software and system changes
- Online community forums established by the Ellucian User Group, in collaboration with Ellucian, to facilitate communication between institutions with similar interests

Ellucian encourages all employees to request a login for the secure part of Ellucian's website. After logging in, Ellucian customers can access important resources, including, software announcements, customer communities, and much more.

Ellucian has provide three examples of online manuals in **Appendix A**. Please note these materials are Confidential and Proprietary to Ellucian, made available solely for the review of our proposals to TESU.

SECTION 4

Financial Capability of the Bidder

Ellucian has provided an **Ellucian Financial Standing Overview**, signed by John W. McMonagle, III, VP, Chief Accounting Officer, and Corporate Controller, on the following page.



November 6, 2020

Jennifer Montone, Director of Purchasing
Thomas Edison State University
Office of the Treasurer, Purchasing Department
111 W. State Street
Trenton, NJ 08608

RE: Request for Proposal for an Enterprise Resource Planning (ERP) Solution

Dear Ms. Montone:

Regarding the "financial capability" requirement in the Thomas Edison State University above-referenced RFP (Section 4.9.3, Financial Capability of the Bidder), Ellucian provides the following response:

Our company revenue is generated 100% from Higher Education business. It is re-invested into the Higher Education space through our many solutions and services. Over the years in our business, Ellucian earned a strong service and financial reputation within our industry. As a privately held company, Ellucian does not release annual sales, profit, and other financial information at the RFP stage. We would be happy to arrange a private conversation with our CFO, Harshan Bhangdia, regarding our company's financial health, should you need additional information.

To supplement our response, as the Chief Accounting Officer for Ellucian Company L.P. (the "Company") and its affiliates, while certain financial covenants by which the Company is bound preclude the Company from making its financial statements available publicly, I confirm that for the Company's fiscal years ended December 31, 2019, 2018, and 2017, the Company's auditors, Ernst & Young ("EY"), issued unqualified audit opinions for the Company.

Further, as the Company's Chief Accounting Officer, I am able to confirm that the Company's financial position enables it to continue as a going concern; that the Company is able to meet all of its financial obligations; and that I know of no condition that would preclude the Company from fulfilling any material obligation to any customer or vendor of the Company.

If you have any further questions, feel free to contact me directly at (610) 578-7330 or john.mcmonagle@ellucian.com.

Sincerely,

A handwritten signature in blue ink, reading 'John W. McMonagle, III'.

John W. McMonagle, III
VP, Chief Accounting Officer, and Corporate Controller
Ellucian Company L.P.

APPENDIX A

Online Documentation Samples

In Appendix A Ellucian has include sample documentation of the following:

- Colleague SaaS Administration User Guide
- Ellucian Ethos API Release Notes
- Ellucian Ethos Get Started

As mentioned earlier, as an Ellucian customer you have around-the-clock access to the Customer Center, in which you can find these documents in their entirety. Please note these materials are Confidential and Proprietary to Ellucian, made available solely for the review of our proposals to TESU.



Colleague SaaS Administration User Guide

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