

Request to Purchase PowerFAIDS Software

Recommendation:

Staff recommends an approval to purchase PowerFAIDS financial aid processing software from The College Board for \$171,472.88. As discussed in the February District Governing Board meeting, the recommendation is based on feedback from the recent Request for Proposals (AS#19-01).

Summary:

This purchase includes a one-time licensing fee of \$115,613.39, a one-time implementation fee of \$33,123.00, and an annual maintenance fee of \$22,736.50 (all dollar amounts include applicable taxes which account for the increase over the costs identified in the contract). Annual maintenance is expected to increase at the industry standard of 6-8% each year.

This purchase is in alignment with the college's approved strategic priority to improve the financial aid process. PowerFAIDS will allow financial aid staff to automate processes, simplify federal reporting, reduce bottlenecks in awarding, improve reconciliation, and provide a better student experience.



Northland Pioneer College

Post Office Box 610 • Holbrook, AZ 86025 • (928) 524-7311 • Fax (928) 524-7312 • www.npc.edu



PROFESSIONAL SERVICES STATEMENT OF WORK

This Statement of Work describes Professional Services which Jenzabar, Inc. agrees to undertake or make available to Client. This Statement of Work is attached to and made a part of the Master Agreement between Jenzabar, Inc. and Client. The General Terms and Conditions of the Master Agreement, and the terms of Professional Services Addendum apply to this Statement of Work. This Statement of Work relates only to the Order to which it is attached and is not valid unless signed by an authorized representative of Jenzabar and Client.

1. **Services Invoicing.** This Statement of Work represents Jenzabar's estimate of the time needed for the Professional Services ordered by Client. Except as otherwise indicated in the Order for Software and Services, the Professional Services will be either (i) billed on a time and materials basis for Professional Services provided by the hour or by the day or (ii) billed, if provided on a fixed pricing basis, by deliverables or upon completion.
2. **Expenses for Professional Services.** All expenses for on-site work by Jenzabar associates (travel, meals, and lodging) are the responsibility of the Client. Jenzabar will use commercially reasonable efforts to minimize billable travel expenditures.
3. **Travel Time & Expenses.** Travel time and expenses are not included in the estimate in this Statement of Work and will be billed monthly as incurred. Jenzabar will use commercially reasonable efforts to ensure travel time and expenses are kept to a minimum whenever possible. Jenzabar will bill Client separately at One Hundred Dollars (\$100) per hour for time spent traveling to Client's location to perform the Professional Services in this Statement of Work. The maximum charge for any trip to perform the Professional Services will be limited to eight (8) hours for the entire trip (four (4) hours each way).
4. **Cancellation Fees.** If Client cancels or reschedules any confirmed Professional Services engagement less than seven (7) business days in advance and Jenzabar is unable to reschedule the assigned resource to another billable project for the entire cancellation period, Jenzabar will bill Client a late-cancellation penalty of One Thousand Six Hundred Dollars (\$1,600). Client will also be billed for any non-refundable travel expenses associated with the cancellation of the scheduled visit, regardless of resource rescheduling efforts. Future rescheduling of the Professional Services may be contingent upon the full payment of any cancellation fees.
5. **Change Orders.** Any requested changes or additions to the scope of the Professional Services including, without limitation, a change in scope of the data to be converted, will be considered a change order and will be priced at then-current rates and addressed in a change order to this Statement of Work.
6. **Exclusions.** The following items are excluded from Jenzabar's provision of the Professional Services:
 - Data entry as part of installation, conversion, or training.
 - Client workstation operating system, web server operating system, office productivity products, database, and backup software. Clients must purchase the appropriate type and number (quantity) of licenses for the indicated products. Most Microsoft products are available at significant higher education discounts.
 - Modifications to the standard Software applications. Client may engage Jenzabar to perform such modifications under a separate Statement of Work for Professional Services.
7. **Professional Services.** Jenzabar will use commercially reasonable efforts to perform the Professional Services listed below. Client may engage Jenzabar for additional Professional Services that are not listed on this Statement of Work with a separate Statement of Work priced at then-current rates.
8. **Third Party Consultant.** This Statement of Work is an estimate and/or a fixed price offering in which the hours, costs, and fees listed herein are based on a number of assumptions including, without limitation, that Client is not engaging an independent third party consultant to assist Client with the Professional Services as provided in this Statement of Work. If Client engages a third party consultant to assist Client with part or all of the Professional Services, Client understands that such involvement may result in additional time, costs, and/or fees for the Professional Services. Therefore, Jenzabar reserves the right to adjust the estimate and/or assess additional times, fees, and/or costs that might result from the third party consultant's involvement. Prior to any involving any third party consultant, Client must have such third party consultant execute a Jenzabar approved nondisclosure agreement.
9. **Recording of Jenzabar's Training Services.** Jenzabar does not permit the recording of any of the training sessions ordered pursuant to this Statement of Work.

Northland Pioneer College
Professional Services to be provided:

Summary of Professional Services Costs	
Description	Total Cost
Project Management Services	\$3,000
Third-Party Software Services	\$27,500
Total Services Cost:	\$30,500

Project Management				
Description	Quantity	Rate Type	Unit Cost	Total Cost
Project Management Services	15	Hourly	\$200	\$3,000
Subtotal Project Management				\$3,000

Third-Party Software Services				
Description	Quantity	Rate Type	Unit Cost	Total Cost
PowerFAIDS Implementation Services	100	Hourly	\$185	\$18,500
PowerFAIDS CX Integration	1	Fixed	\$9,000	\$9,000
Subtotal Additional Services				\$27,500

Total Services Package: **\$30,500**

This Statement of Work has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

By: _____

Name: _____

Title: _____

Date: _____
 ("Effective Date")

CLIENT

By: _____

Name: Jeremy Raisor

Title: _____

Date: _____



ORDER FOR THIRD-PARTY SOFTWARE

Client Name:	Northland Pioneer College	Primary Contact Name:	Jeremy Raisor
Client Address:	103 1st Avenue At Hopi Boulevard, PO Box 610 Holbrook, AZ 86025-2996	Primary Contact Phone #:	928) 536-6227

This Order is placed pursuant to the Third-Party Software and Services Addendum dated September 27, 2012 of the Master Agreement between Jenzabar and Client dated December 27, 2006 and the TP Conditions as defined on the Third-Party Software and Services Addendum and attached hereto.

All prices shown on this Order are valid through **March 31, 2019**.

Third-Party Software	Support & Maintenance	List Price	Purchase Price
Third-Party Software			
PowerFAIDS SQL Server – 7 Licenses	N	\$106,458	\$106,458
Third-Party Software Total			\$106,458
Professional Services: Statement of Work (See attached)			\$30,500
Payment Terms: 100% of Third-Party Software due net-30 days\$106,458 Professional Services due as rendered\$30,500			

This Order has been executed on behalf of the parties by their duly authorized representatives.

JENZABAR, INC.

By: _____

Name: _____

Title: _____

Date: _____

("Effective Date")

CLIENT

By: _____

Name: Jeremy Raisor

Title: _____

Date: _____



POWERFAIDS® LICENSE AND MAINTENANCE SUPPLEMENT

Executive Director, Software Products
The College Board
11955 Democracy Drive
Reston, Virginia 20190

Dear Sirs:

This Supplement is attached to and incorporated by this reference into the License Agreement between Jenzabar, Inc. (the "Company") and ourselves (the "License Agreement") and is related to our acceptance of a license from the Company to use PowerFAIDS, the College Board's comprehensive financial aid management system, the College Board's Web Client Module software, and/or the College Board's Net Partner software (individually, each, and collectively, the "System"). We confirm and acknowledge to you, the College Board, that, notwithstanding any provisions to the contrary contained in the License Agreement:

1. The System is and shall at all times remain your sole and exclusive property and, without limiting the generality of the foregoing, you are the sole and exclusive owner of all rights therein, including (a) any copyrights, trademarks, patents, and other similar proprietary and intellectual property rights, and all renewals and extensions thereof, (b) trade secrets or know-how embodied therein and communicated to us thereby and (c) any technical data or information contained therein.

2. We also agree that:

(i) the System is confidential and, except as provided in this Supplement, we will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor allow the System itself to be physically duplicated or reproduced, or used by any third party, in whole or in part, without your prior written approval;

(ii) we shall not decompile or otherwise copy or reverse engineer the System;

(iii) the PowerFAIDS database schema and code base are the sole and exclusive property of the College Board. Unauthorized modifications to PowerFAIDS include the addition or deletion of data via unauthorized methods; adding tables, stored procedures, or triggers to the database schema; and running scripts against the database other than those scripts which may have been provided by the College Board. Failure to maintain the integrity of the source code and/or the database schema may result in the termination of your PowerFAIDS Agreement. The College Board shall have no responsibility to provide services to repair databases affected by unapproved activities. The College Board reserves the right to require the user to correct data deficiencies manually by restoring a backup copy of the database and re-entering data. The College Board also reserves the right to charge a fee for services required to restore schema and/or lost data; provided, however, you do not guarantee that you will provide such services. The College Board makes no representations and/or warranties as to the effectiveness of data recovery or schema repair services; and

(iv) we will make no use of the System or any trade secrets or know-how embodied therein and communicated to us thereby or any technical data or information contained therein except for the purpose of administering student financial aid services at our institution or agency, including our branch campuses, members

of our college or university system or branches of our agency, as referred to in the License Agreement. However, in recognition that we may from time to time find it desirable to retain an outside computer expert or experts (the "Consultant") to assist in our use of the System, we understand that you agree that we may permit the Consultant to use and examine the System to the extent necessary for the Consultant to perform their obligation to us; provided, however, that the System shall not be physically duplicated or reproduced by the Consultant, and provided further that, prior to any such use or examination by the Consultant, the Consultant has entered into a signed written agreement with us to preserve the confidentiality of the System and to protect the College Board's trade secrets and know-how embodied in the System. Upon request, we shall provide such consultant agreement to you.

3. We acknowledge and accept that, if we violate any of the provisions of this Supplement, you shall have the right to terminate our right under the License Agreement to use the System and to repossess the materials constituting the System, without waiver of any other remedy, whether legal or equitable.

4. Upon the expiration of the License Agreement for any reason or upon our discontinuance of the use of the System for any reason, whichever shall occur first, we shall immediately cease all use of the System, and the System shall immediately be returned to you at our expense, including without limitation, if applicable, any copies from our computer systems, storage media and files.

5. We understand that you have represented and warranted for our benefit that the System shall be operationally suitable in accordance with the technical specifications contained in the manual(s) prepared by you for use with the System. The System shall be deemed to be thus suitable unless, within 90 days following our receipt of the System, you shall have received a written notice detailing the way in which the System deviates from the manual(s), signed by us or the Company. We also understand that if the media on which the System is delivered, which may be via electronic transmissions, should prove operationally defective and if you have received written notice of such defect from us or the Company within 20 days after our receipt of the System, we or the Company may return such system media to you (at your expense) and you shall promptly replace such system media without charge to us or the Company.

6. IN NO EVENT SHALL YOU BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF DATA, GOODWILL, BUSINESS, PROFITS OR INTERRUPTION IN USE OR AVAILABILITY OF THE SYSTEM OR THE LIKE), EVEN IF YOU WERE INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. YOU SHALL NOT BE LIABLE FOR ANY EXPENSES OR DAMAGES ARISING OUT OF OR ANY ERASURE, DAMAGE OR DESTRUCTION OF FILES, DATA, OR SOFTWARE. WE SHALL BE RESPONSIBLE FOR MAKING BACKUP COPIES OF SUCH MATERIAL. IN NO EVENT SHALL YOUR AGGREGATE LIABILITY FOR ANY CASUE OF ACTION ARISING OUT OF OR RELATING TO THIS SUPPLEMENT EXCEED THE ANNUAL FEES ACTUALLY PAID BY US UNDER THE LICENSE AGREEMENT FOR THE SYSTEM SUBJECT TO THE DAMAGES CLAIM. THIS LIMITATION APPLIES REGARDLESS OF WHETHER SUCH DAMAGE IS SOUGHT BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, OR ANY OTHER LEGAL OR EQUITABLE THEORY AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. Except as provided in paragraph 5 above, you have made and are making, NO WARRANTIES OR REPRESENTATIONS WHATEVER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SYSTEM AND EXPRESSLY EXCLUDE ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You shall have no liability whatsoever to us or to any third party arising out of our use of the System, and we shall indemnify, defend and hold harmless the College Board from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) which you shall incur by reason of any claim, suit, proceeding, investigation or action by any governmental authority or other third party against you based upon, or arising out of, this Supplement or the services provided by you to us for the System. You shall have no obligation under or as a result of the License Agreement, including, without limitation, relating to installation, service, maintenance, updates or revisions to the System.

8. In connection with our license of the System and satisfactory payment to the Company on behalf of the College Board, we understand the College Board shall provide us with the following services and materials ("Maintenance Services") during the Term (as hereinafter defined):

(i) User Support. As part of the license fee paid to the Company under the License Agreement, we may obtain reasonable user support for the System by contacting the College Board's User Support Staff either by phone or email during regular business hours.

(ii) Updates. The College Board will provide us with updated versions of the System and documentation as it is developed and released during the Term.

9. Term. The term of this Supplement shall be up to one (1) year, ending the day before the release of the .0 version of the System for the following academic year (the "Term"). At the end of

this Term, should we desire to continue using the System and receiving Maintenance Services, we agree to make payments for said Maintenance Services directly to the College Board. We may not continue to use the System, and the College Board will not provide us with Maintenance Services until such time as we have paid such fee. We understand that should we terminate the Maintenance Services prior to the expiration of the then current annual period, we shall not receive a refund of fees paid for that year.

10. We agree that we shall cooperate fully with you, your agents, consultants and subcontractors and provide all assistance reasonably necessary for you to furnish the Maintenance Service, including but not limited to (i) as applicable, providing prompt access to our personnel, equipment, software, database, systems and documentation; (ii) fulfilling our obligations under the License Agreement and this Supplement; and (iii) other assistance reasonably required by you to fulfill your obligations under this Supplement.

11. We understand that the provisions within this Supplement pertaining to ownership of the System, intellectual property, representations and warranties, limitation of liability, proprietary information, indemnification, term and termination and, this Paragraph 11 shall survive the termination or expiration of this Supplement and our License Agreement. If any provision of this Supplement shall, to any extent, be held to be invalid or unenforceable, the remaining provisions shall not be affected and each provision thereof shall be valid and enforced to the fullest extent permitted by law.

12. We agree that this Supplement shall be governed by and construed and enforced in accordance with, the laws of the State of New York, without regard to principles in respect of conflict of law.

13. We understand that with respect to the services provided by you for the System, including without limitation the Maintenance Services, in the event of a discrepancy or conflict between the provisions of this Supplement and the provisions set forth in the License Agreement, the provisions of this Supplement shall govern.

14. We acknowledge and agree, and have received from the Company, prior to our execution and delivery of the License Agreement, written disclosure to the effect that:

(i) The System is your sole and exclusive property.

(ii) Following execution of the License Agreement, the Company shall have the primary responsibility for proper installation and implementation of the System and training of our personnel.

(iii) If we change, alter or modify in any way the computer software, including, without limitation, the database schema or code base, constituting the System without your prior approval, then you shall have no responsibility if the System as changed is not operationally suitable.

(iv) In no event, will you support or guarantee Maintenance Services if we have made unauthorized changes to the System, including, without limitation, any modifications to the database schema or code base.

We are an educational institution or an agency whose activities relate to such institutions and the System is intimately related to our educational activities and to the services you render to such institutions.

References in this Supplement to "we" and "us" mean the higher education institution named below; references to the "College Board" and "you" refer to the College Entrance Examination Board, an education corporation organized under the laws of the State of New York.

Very truly yours,

(Name of Institution)

By: _____

Dated: _____

Institution Address: _____

Telephone: _____

Fax: _____



Client Name:	Northland Pioneer College	New Client or Upgrade: New Client
Client Address:	103 1st Avenue At Hopi Boulevard PO Box 610	
City, State & Zip:	Holbrook, AZ 86025-2996	Jenzabar Representative: Schmidt, Tim
Primary Contact Name:	Jeremy Raisor	
Primary Contact Phone:	928) 536-6227	Contract Administrator: Alexa Vercollone
Primary Contact Email:	jeremy.raisor@npc.edu	

Order Details:

Product	Order	Total*
PowerFAIDS License	7	7
PowerFAIDS Web Client		
PowerFAIDS Net Partner		

* "Total" represents the number of respective product licenses Client has licensed through Jenzabar.

By signing below, Client understands and agrees that the license of all products listed herein shall be governed by the terms and conditions of that certain PowerFAIDS License Supplement executed by Client on _____.

CLIENT

By: _____ Date: _____

Name: Jeremy Raisor Title: _____

Please contact your Jenzabar representative with any questions regarding this Order Form.

Valid until 3/31/19



Northland Pioneer - PowerFAIDS Maintenance

First Maintenance Cost for 7 Licenses - \$20,936

Estimated Year 2 Cost - \$23,082

**Note - These prices are estimates as CollegeBoard bills maintenance directly
Also, yearly increase is just an estimate at this time.**