



OnBase ID: **114220**

Date: August 5, 2026

To: Honorable Board of Acquisition and Contract

From: Dr. Belinda S. Miles
President, Westchester Community College

Re: Authority for the County of Westchester, acting by and through Westchester Community College, to enter into an agreement with Gideon Taylor Consulting LLC for the provision of software platform's viability to support the College's ERP/PeopleSoft environment, for a period commencing retroactively on August 1, 2026, and continuing through July 31, 2027, for a total amount not to exceed \$240,341.00.

Authority is requested for the County of Westchester (the "County"), acting by and through Westchester Community College (the "College"), to enter into an agreement with Gideon Taylor Consulting LLC ("GT"), whereby GT will provide software platform's viability to support the College's ERP/PeopleSoft environment (the "Services"), for a period commencing retroactively on August 1, 2026 and continuing through July 31, 2027, for a total amount not to exceed \$240,341.00, payable pursuant to an approved budget (the "Agreement").

In support of the College's ongoing digital transformation initiatives, its Division of Information Technology has evaluated solutions to enhance the College's ERP/PeopleSoft environment and improve operational efficiency. This initiative, referred to as the "Paper to Pixel Project" (the "Project"), is intended to modernize existing processes by transitioning manual, paper-based workflows into efficient digital solutions. The Services will support the following Project objectives:

- Enable the College to meet the anticipated April 2027 Federal Government Web Accessibility Guidelines (WCAG) 2.2 Level AA compliance requirements; and
- Provide the College with an enhanced, user-friendly web experience while enabling the automation of various manual paper-based processes currently supported within the existing PeopleSoft environment.

The College's Division of Information Technology has, after reasonable investigation, determined, that GT is the sole source for these Services. GT is the only provider capable of delivering the required PeopleSoft-native forms and workflow platform that operates within the College's existing ERP environment. While other vendors such as Laserfiche, OnBase and Team Dynamix offer general forms and workflow capabilities, those solutions require separate systems and custom integrations and do not provide the required native PeopleSoft functionality. GT's solution meets the College's specific technical requirements for accessibility compliance, process automation, and integration with the existing PeopleSoft environment. As such, the system support can only be provided by GT, its qualified engineers

and subcontractors. Accordingly, the procurement of the Services under the proposed Agreement, is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 7 thereof, as the College has determined, after reasonable investigation, that GT is the sole practicable source for the Services.

Additionally, since this Agreement is federally-funded, it must also satisfy the terms of the Westchester County Procurement Policy and Procedures that are applicable to federally-funded procurements. This procurement complies with Section 11 of the Procurement Policy, which specifies that each procurement that is funded, in whole or in part, by federal funds shall be made in accordance with any and all applicable federal laws, regulations, rules, guidance, instructions, or grant terms. Specifically, this procurement complies with 2 C.F.R. 200.320(c)(2), which allows for non-competitive procurement when "[t]he procurement transaction can only be fulfilled by a single source", based upon the College's investigation into the marketplace and its finding that no other entity could provide the Services.

In accordance with the terms of the Agreement, the College, as Licensee, shall agree to defend, indemnify and hold harmless GT in a form similar to the following:

"Licensee shall defend, indemnify and hold GT and its directors, officers, employees, members, and agents (the "Licensee Indemnified Parties") harmless, from and against any and all third-party claims, suits or actions arising out of or resulting from (i) any infringement of any third-party Intellectual Property Right by Licensee's use of the Licensed Materials or the permitted exploitation thereof, (ii) any failure of Licensee to obtain the necessary rights and licenses to any other software or other product used by Licensee in conjunction with the Licensed Materials including, without limitation, PeopleSoft software, and (iii) any use of the Licensed Materials by Licensee or its employees or contractors in a manner inconsistent with the terms of this Agreement, or (iv) any other negligent or intentionally wrongful act of Licensee, its employees, or its contractors (collectively, the "Licensee Indemnified Claims"); provided that Licensee is (a) notified promptly in writing of any such Licensee Indemnified Claim; (b) given the right to control and direct the investigation, preparation, defense and settlement of such Licensee Indemnified Claim; and (c) given GT's assistance and cooperation for the defense of same. Licensee agrees to pay all costs, expenses, liabilities and damages (including reasonable attorneys' fees) incurred or paid in settlement by the Licensee Indemnified Parties in connection with any Licensee Indemnified Claim."

The proposed Agreement shall serve a public purpose as the goal of the Project is to improve the delivery of College services through increased accessibility, efficiency, and modernization of administrative processes. Execution of an Agreement with GT will provide students, employees, and members of the public with improved access to streamlined and more effective College services.

The primary goal and objective of this Agreement is to implement a PeopleSoft-native solution that will enhance the College's existing ERP environment by replacing manual, paper-based workflows with automated digital processes, improving operational capabilities, and supporting the College's ongoing technology modernization initiatives.

I believe that it is in the best interest of the College to enter into this Agreement, and I therefore recommend that you act favorably on the annexed proposed resolution.

BSM/cm

Encls.

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/06/2026 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the President of Westchester Community College, be it hereby

RESOLVED, that the County of Westchester (the "County"), acting by and through Westchester Community College ("College"), is hereby authorized to enter into an agreement (the "Agreement") with Gideon Taylor Consulting LLC (the "Contractor" or "GT"), whereby GT will provide software platform's viability to support the College's ERP/PeopleSoft environment, for a total amount not to exceed \$240,341.00, payable in accordance with an approved budget for the term commencing retroactively on August 1, 2026 and continuing through July 31, 2027; and be it further

RESOLVED, that in accordance with the terms of the Agreement, the College, as Licensee, shall agree to defend, indemnify and hold harmless GT in a form similar to the following:

"Licensee shall defend, indemnify and hold GT and its directors, officers, employees, members, and agents (the "Licensee Indemnified Parties") harmless, from and against any and all third-party claims, suits or actions arising out of or resulting from (i) any infringement of any third-party Intellectual Property Right by Licensee's use of the Licensed Materials or the permitted exploitation thereof, (ii) any failure of Licensee to obtain the necessary rights and licenses to any other software or other product used by Licensee in conjunction with the Licensed Materials including, without limitation, PeopleSoft software, and (iii) any use of the Licensed Materials by Licensee or its employees or contractors in a manner inconsistent with the terms of this Agreement, or (iv) any other negligent or intentionally wrongful act of Licensee, its employees, or its contractors (collectively, the "Licensee Indemnified Claims"); provided that Licensee is (a) notified promptly in writing of any such Licensee Indemnified Claim; (b) given the right to control and direct the investigation, preparation, defense and settlement of such Licensee Indemnified Claim; and (c) given GT's assistance and cooperation for the defense of same. Licensee agrees to pay all costs, expenses, liabilities and damages (including reasonable attorneys' fees) incurred or paid in settlement by the Licensee Indemnified Parties in connection with any Licensee Indemnified Claim."

RESOLVED, that the County Executive or his duly authorized designee be and hereby is authorized and empowered to execute any and all instruments and to take all action necessary to implement the purposes hereof.

Account to be Charged/credited FY26/27	Fund	Dept	Major Program, Program & Phase Or Unit	Sub Unit	Object/ Sub Object	Trust Account	Dollars
	010	115	4424				\$31,356
	010	115	4425				\$208,985.00
Total							\$240,341.00

Budget Funding Year(s) 2026/27 Start Date 8/1/2026 End Date 7/31/2027
(must match resolution)

Funding Source Tax Dollars \$58,324.00
State Aid: \$52,217.00
\$ 240,341 Federal Aid: \$129,800.00
(must match resolution) Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 08/06/2026 - RAYMOND SCULLY, SECRETARY