



OFFICE OF LEGAL AFFAIRS

Via Email: anthony.cairo@allsuffolkauto.com

March 13, 2020

Anthony Cairo, Owner
NZR, Inc.
d/b/a All Suffolk Auto School
20 Medford Avenue
Patchogue, NY 11772-1290

Re: Agreement with Suffolk County Community College
Driver Education In-Car Training (24-CC-014) (Services)

Dear Mr. Cairo:

This will confirm NZR, Inc. d/b/a All Suffolk Auto School's (Contractor) consent to amend the above-referenced Agreement with Suffolk County Community College (College) as follows:

1. In light of public health and safety concerns related to the current coronavirus pandemic, the Services to be provided pursuant to the Agreement shall be **suspended effective as of March 15, 2020** until such time as the parties hereto further agree, in writing, to resume the Services.
2. College and Contractor shall mutually determine, in writing, to a revised schedule/makeup dates for sessions necessary to ensure compliance with NYS-DTSE requirements in accordance with the Agreement.
3. College shall tender payment for Services rendered by Contractor through March 14, 2020 in accordance with the requirements of the Agreement.
4. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

Michael J. Grant Campus
1001 Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

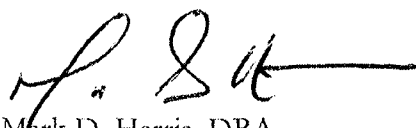
Anthony Cairo
March 13, 2020
Page 2

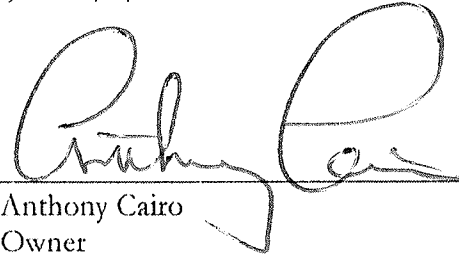

Please indicate your approval by signing this letter and returning it to the attention of Kathryn S. Mattia at mattiak@sunysuffok.edu.

Thank you.

Sincerely,

NZR, Inc. d/b/a ALL SUFFOLK AUTO SCHOOL


Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

By:  
Anthony Cairo
Owner

cc: Arlene T. Jackson, Assistant Dean, Continuing Education/STEP, LPP

AGREEMENT

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

NZR, Inc. d/b/a All Suffolk Auto School ("Contractor"), a New York corporation having its principal place of business at 20 Medford Avenue, Patchogue, New York 11772.

The parties hereto desire for Contractor to provide in-car driver education training on an as-needed basis during the Fall, Spring and Summer terms on the Ammerman, Michael J. Grant and Eastern Campuses for students enrolling in the program administered by the Continuing Education Office, in accordance with the bid terms, conditions and specifications, as more fully described in Exhibit D, attached hereto ("Services").

Term of Agreement: **September 1, 2019 to August 31, 2020**, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

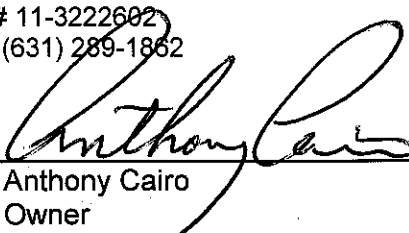
Total Cost of Agreement: Shall be as set forth in Exhibit E, annexed hereto.


Terms and Conditions: Shall be as set forth in Exhibits A through E, annexed hereto.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

NZR, Inc. d/b/a All Suffolk Auto School
FID # 11-3222602
Tel.: (631) 289-1862

Suffolk County Community College

By: 
Anthony Cairo
Owner

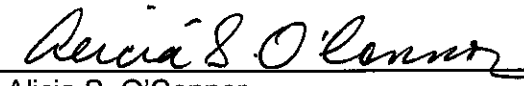
By: 
Louis J. Petrizzo
College General Counsel/Executive V.P.

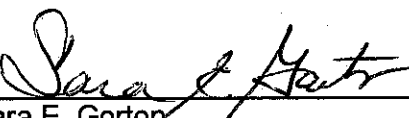
Date: 7-29-19

Date: 08/13/19

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
Alicia S. O'Connor
College Deputy General Counsel

By: 
Sara E. Gorton
Associate Dean of Financial Affairs

Date: 8/1/19

Date: 8/15/19

LIST OF EXHIBITS

	<u>Page</u>
Exhibit A	
General Terms and Conditions	04
1. Contractor Responsibilities	
2. Term and Termination	
3. Indemnification	
4. Insurance	
5. Independent Contractor	
6. Severability	
7. Merger; No Oral Changes	
8. Set-Off Rights	
9. Non-Discrimination in Services	
10. College's Non-Discrimination Notice	
11. Nonsectarian Declaration	
12. Governing Law	
13. No Implied Waiver	
14. Conflicts of Interest	
15. Cooperation on Claims	
16. Confidentiality	
17. Assignment and Subcontracting	
18. No Intended Third Party Beneficiaries	
19. Certification as to Relationships	
20. Publications and Publicity	
21. Copyrights and Patents	
 Exhibit B	
Suffolk County Legislative Requirements	13
1. Contractor's/Vendor's Public Disclosure Statement	
2. Living Wage Law	
3. Use of County Resources to Interfere with Collective Bargaining Activities	
Local Law No. 26-2003	
4. Lawful Hiring of Employees Law	
5. Gratuities	
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas	
7. Child Sexual Abuse Reporting Policy	
8. Non Responsible Bidder	
9. Use of Funds in Prosecution of Civil Actions Prohibited	
10. Suffolk County Local Laws	

Exhibit C

Notices and Contact Persons 17

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
3. Notices Relating to Termination and/or Litigation

Exhibit D

Description of Services 19

Exhibit E

Payment Terms and Conditions 49

1. General Payment Terms
2. Agreement Subject to Appropriation of Funds
3. Limit of College's Obligations
4. Specific Payment Terms and Conditions

EXHIBIT A
General Terms and Conditions

Whereas, the College issued a formal sealed bid which was advertised on January 17, 2019; and

Whereas, Contractor submitted a proposal in response to such bid on January 31, 2019; and

Whereas, the College has selected Contractor to provide the services on an as-needed basis, as set forth herein; and

Now therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

Contractor shall provide the Services described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i.** A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii.** Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii.** If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

- a.** Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

- i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

- ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. **Worker's Compensation and Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.
 - e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in

order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i. the types of service(s) or other benefits to be provided, or
 - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii. the class of individuals to be afforded an opportunity to receive services.

10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave

Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or

any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

- b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the

College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

EXHIBIT B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

End of Text for Exhibit B

EXHIBIT C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Louis J. Petrizzo
College General Counsel/Executive V.P.
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D
Description of Services

SECTION I
BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late Formal Sealed Bids will **NOT** be accepted. Bidders are urged to mail bids early to assure delivery on time. (b) Bids must be received by the Procurement Office on or before the specified bid opening date and time. (c) Prices **MUST** be inserted with typewriter or ink. Entries with white-out or cross-outs **MUST** be initialed or that entry may be disqualified. (d) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (e) Bidders should retain one (1) copy of bid forms and applicable attachments. (f) Bidders **MUST** state Manufacturer's name and catalog number of each item bid on, as appropriate. (g) **ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid. (h) Purchases made by the College are not subject to State or Local Sales Taxes or Federal Excise Taxes. (i) The College is not subject to any existing "FAIR TRADE AGREEMENT" and Bidders should be governed accordingly. (j) Any Manufacturer offering prices for equipment or supplies (disposables), **MUST** agree to sell parts and service for their equipment currently owned or leased by the College or acquired as a result of this bid, directly to the College. This provision applies even if this bid is for supplies only. (k) When applicable, Vendor shall submit documentation to the College, prior to delivering the product, indicating a "Class A" Fire Rating and New York State Department of State Compliance Numbers, in accordance with "NAPPA 101" and New York State Fire Prevention Code, Part 772 (NYSDOS Number). Products delivered without prior approved certification will be rejected, and the Vendor shall be responsible for all costs associated with their return. (l) Bid must be returned in its entirety. (Every page must be returned). (m) All work performed must be in compliance with all rules and regulations stated by OSHA, Local, State, Federal or any other regulatory agencies. (n) On repair Agreements, Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition. (o) All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable Electrical Codes and safety requirements, and must adhere to them. (p) All parts supplied must match the designated equipment, and must be in accordance with the specifications of the Manufacturer of the part to be replaced. (q) Except as otherwise specified, all contractual requirements will be performed at the College site, as required. (r) Any requirement to remove any part of the equipment or system(s) to Contractor's shop must be approved by an authorized College representative. The College shall supply all utilities which are available on location insofar as compatibility requirements permit. (s) All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the College. (t) Employees of the Contractor while on service call shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request by the Office of Public Safety or supervisory personnel of the College.
2. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
3. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.

4. Bidder declares that the bid is made without any connection with any other Bidder submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
5. **INDEPENDENT CONTRACTOR** The Contractor is an independent contractor of the College or County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself, or herself out as a College or County employee or Person with the authority to commit the College or County to any obligation. As used in any Agreement awarded as a result of this bid the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
6. **BIDDERS' EXCEPTIONS** Bidders may take exception to paragraphs of this bid under a separate cover letter to be attached to this bid, indicating specific bid page, paragraph, and the exception(s). The Director will consider whether or not to accept a Bidder's exception(s). In any event, the decision of the Director will be final.
7. **DETAILED SPECIFICATIONS** Proposals submitted hereunder shall be in accordance with detailed specifications set forth on bid pages or as attached and made part hereof. Such specifications are representative of the type of item(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if, in his opinion, the item(s) offered can satisfy the needs of the Using Department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.
8. **PRICES** The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the College.
9. **REDUCTION IN PRICES** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the term of the agreement, the College shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the College of such price reductions.
10. **NEW YORK STATE PRICES** Bidders must represent and warrant that if they are under contract with New York State for items specified herein that the price, per unit, quoted to the College, therefore, is not higher than the price, per unit, quoted to New York State for like quantities.
11. **APPROXIMATE QUANTITIES** The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimates based on experience or anticipated usage and are given for information purposes only. The College will NOT be compelled to order any amount of any respective item. Agreements, however, shall be for the quantities actually ordered by the College during the period specified.
12. **SPECIFICATIONS** If Bidder is offering an "Equal" item, Bidder is to submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a Manufacturer's catalog description, brand name or number in any Agreement resulting therefrom shall not be construed as qualification of the specifications of this bid or relief there from except as specifically stated in the Agreement.

13. **EQUIVALENT BIDS** Bidders may offer equipment of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a Manufacturer, brand, make or catalog designation in specifying items described herein does not restrict Bidders from offering equivalent bids. Such a designation is used to indicate the character, quality and performance equivalence desired. However, acceptance of an equivalent product will be strictly at the discretion of the College. Furthermore, proof and/or demonstration of equivalence, compatibility and performance shall be incumbent upon the Bidder.
14. **PRODUCT IDENTIFICATION** If a product is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each Bidder warrants that the substitute product being offered is an equal. Bid Sheets shall be so noted with the Manufacturer's name and brand of the product offered as an equal. If, as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Vendor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in the bid or an acceptable equal which will have the approval of the Director.
15. **PROTECTION FROM CLAIM AGAINST "OR EQUAL"** In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of "equal or better" or "or equal", the successful Bidder agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the College free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
16. **ALTERNATE BIDS** If the Bidder wishes to offer an alternate to the specified item(s), s/he may do so, provided that s/he clearly indicates that the item(s) offered is an alternate and does not represent the alternate to be an equivalent, and further provided he accompany the alternate offer with full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.
17. **SHIPPING CHARGES** All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The College acknowledges that if an emergency shipment (overnight, Saturday Delivery, etc.) is required and requested by the Using Department, such shipping charges would be paid by the Using Department on a "Prepay Shipping Charges and Add To Claim" basis.
18. **SURETY** In the event that an award is made hereunder, the Director reserves the right to require Successful Bidder to post, within one week, security for faithful performance, with the understanding that whole or any part thereof may be used by the College/County to rectify any deficiency that may arise from any default on the part of the Successful Bidder. Such security must meet all the requirements of the College General Counsel and must be approved by the College General Counsel.
19. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made obsolete by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidder's risk and expense.

20. **AWARD** (a) The College reserves the right before making an award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the College, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the College, the Successful Bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment purposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the College may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the College to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid. (b) Awards will be made to the lowest responsible Bidder or on the basis of best value, in accordance with the College's Procurement Policy. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery. (c) The College reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College will be served. (d) Unless otherwise indicated herein, the College reserves the right to make award by items, by classes, by groups of items, or as a whole, or, in appropriate circumstances, to award to multiple bidders.
21. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the College, or failure to make replacement of rejected articles when so requested immediately or as directed by the College, the College may purchase from other sources to take the place of the item rejected or not delivered. The College reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the College for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
22. An order may be canceled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
23. When in the determination of the College, the articles or equipment delivered fail to meet College specifications or, the Vendor consistently fails to deliver as ordered, the College reserves the right to cancel the order and purchase the balance from other sources at Vendor's expense.
24. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
25. The College will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the College will govern.

26. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks. The containers remain the property of the College unless definitely stated otherwise in the bid.
27. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The College will note for the benefit of the Vendor when packages are not received in good condition.
28. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
29. **WARRANTY** (a) Generally. The successful Bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the College, other than defects or failure shown by the Vendor that have arisen solely from accident or abuse occurring after delivery to the College, and agrees to replace any parts, which, in the opinion of the user, shall fail from the above reasons. (b) Different Warranty Period. If a company policy or trade practice requires a different warranty period, the Bidder may so state without fear of disqualification. However, the Bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award. (c) OSHA. Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1979.
30. **REPLACEMENT PARTS** If the requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, such components must match and inter-member without modification to the equipment and systems indicated.
31. **EXPIRATION DATING** All products shipped must have a minimum of one (1) year expiration dating from the date of delivery to the College. For products that have less than one (1) year expiration dating from time of manufacture, the longest possible expiration dating must be supplied to the College.
32. **ADDITIONAL ITEMS** Additional items of the same or similar manufacture or additional services related to the specifications and requirements stated herein may be added by an amendment to the Agreement, provided that such items or services do not or are not expected to exceed the statutory limit of \$1,000.00 in any Agreement period.
33. Deliveries are subject to reweighing at destination by the College and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
34. Reference is made to the Model Agreement attached (set forth in Section VI) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
35. **Extension of Use:** This Contract may be extended to additional States or Government Jurisdictions upon mutual written agreement between the College and the Vendor. Political Subdivisions and other

authorized entities within each participating State or Government Jurisdictions may also participate in this Contract if authorized by applicable law. The College reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Vendor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law to participate in this Contract which are in compliance with the pricing, terms, and conditions contained herein. Any unilateral limitations or restrictions imposed by the Vendor and/or Manufacturer on eligible Authorized Users will be grounds for cancellation of the Contract. If a Contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Vendor.

36. **BIDDER'S SEXUAL HARASSMENT POLICY:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
37. **COLLEGE SEXUAL HARASSMENT POLICY:** Bidder's are advised that the College's Sexual Harassment Policy can be accessed using the following link:

<https://www.sunysuffolk.edu/legalaffairs/documents/equal-opportunity-anti-discrimination-policy.pdf>

End of Section I

SECTION II
BID REQUIREMENTS

1. Intent:

Suffolk County Community College requires the services of reliable, experienced, and qualified driving instruction schools to provide driver education in-car training for students enrolled in the program administered by the Continuing Education Office.

2. Award:

Award, if any, will be made to the lowest responsible Bidder(s), who, in the opinion of the College, meets the specifications and qualifications stated herein, and submit(s) the lowest Price per Car for each Campus location. The College may award multiple contracts per Campus to ensure that the necessary number of cars are available to meet the enrollment needs. Awards will be made in accordance with the pricing from lowest to highest. Work will be assigned to Contractor(s) based on pricing from lowest to highest. The award(s) shall be in the form of contract(s) which, when issued and executed by both parties, will enable the successful Bidder(s) to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

Any individual or entity that has had a contract terminated for cause and/or failure to perform services in a satisfactory manner shall be ineligible to bid. In addition, any individual or entity that shares corporate ownership, governance, principals and/or officers with the entity that has had a contract terminated for cause and/or failure to perform services in a satisfactory manner is also ineligible to submit a bid. If such a firm submits a bid, the bid will be disqualified. By signing and submitting the bid submission, bidder is attesting that no such contract termination has occurred.

3. Term of Agreement:

Period covered shall be for one (1) year from the date of an award with four (4) one-year renewal options to be exercised at the College's sole and absolute discretion. The term of each option shall be as mutually agreed upon by both parties.

4. Prices:

Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Thereafter, increases in labor and/or material costs may be considered, provided they are based on certified labor contracts, uncontrollable material costs which can be verified in national publications or other increases auditable by the College. The burden of proof for such increases shall be upon the Contractor and shall be formally directed to the Director. The decision as to whether or not such increases will be granted shall be made by the Vice President of Business and Financial Affairs and shall be final. In the event an increase is not granted when requested, the Contractor may elect to continue at the bid prices or give written notice of termination, upon receipt of which the Agreement be rebid.

5. Payment Terms:

For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to Suffolk County Community College, Accounts Payable Department attention Salvatore Arnold (NFL Building, 533 College Road, Selden, NY 11784). Payment will be made within thirty (30) days after approval by the College. Invoice must reference the order number and be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and

prices. Cash discount terms, where applicable, must be indicated on the invoice. By submitting an invoice, Contractor certifies that all items or services were delivered or rendered as set forth on the invoice; that the prices charged are in accordance with the referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County/College is exempt are included. Incomplete invoices will be returned to the Contractor unpaid.

6. Deficient Service Procedure:

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the College shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the College will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the College will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

7. Disclaimer:

The contract executed as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the College of a Purchase Order. The Model Agreement is attached hereto in Section VI and is made part hereof the Solicitation Documents. The contract is non-exclusive and the College is not bound to purchase, and no materials are to be delivered or services performed without a Purchase Order. The College shall be under no obligation whatsoever to issue such Purchase Orders.

8. E-Procurement:

The College has implemented an e-Procurement solution, named SharkMart, with the objective of streamlining processes and gaining operational efficiencies.

Bidders identified for a contract award will be required to register in SharkMart. The Procurement office will send an email to the Bidder's contact that will include a SharkMart link to start the registration process. This process involves the completion of a company and tax profile (W9). The registration process must be completed before any purchase orders are issued.

Registering is completely free of charge and will enable your firm to benefit from the following functionality:

1. Receive orders electronically
2. Manage your company profile electronically and provide timely updates as needed
3. Ability to receive, send and respond to order emails
4. Submit electronic invoices with the "order to invoice" functionality
5. Ability to view all on-line orders, invoices and the invoice status

9. Specifications:

I. MINIMUM REQUIREMENTS

1. The Contractor's commercial driving school instructors designated to the College's program and who are providing behind-the-wheel or in-car observation instruction in an approved NYS-DTSE course must possess:
 - A. a valid commercial driving school instructor's license (**MV-524**)
 - B. an acceptable driving abstract, i.e. the License Enforcement Notification Services (LENS) report, indicating that the instructor has no infractions on their record.
2. The Contractor shall attest using the Contractor Certification form provided under Section III – Bid Prices to confirm that it has been a continuous member of the NYSED MV-285 Program, and not been removed from the Program within the last five years

II. GENERAL INFORMATION SCOPE OF SERVICES

The Contractor shall provide the College with in car driver education training services for students enrolled in the program which is administered by the College's Office of Continuing Education. The Contractor shall work under the supervision of the Office of Continuing Education and the Traffic Safety Coordinator. The classes shall be offered at the College's three Campus locations as indicated below:

Michael J. Grant Campus – 1001 Crooked Hill Road, Brentwood NY 11717

Ammerman Campus – 533 College Road, Selden NY 11784

Eastern Campus – 121 Speonk Riverhead Road, Riverhead NY 11901

The Contractor shall follow the approved outline for instruction as designed by the Continuing Education Administration and the Traffic Safety Coordinator.

Each student enrolled in the program shall be provided with a minimum of 6 hours of behind the wheel instruction and 18 hours of in-car observations.

The Contractor shall complete all attendance and progress records as required by the Office of Continuing Education Administration and the Traffic Safety Coordinator. This information shall be submitted on the Student Attendance Sheet provided as Attachment VII in the Attachments included at the end of this Section II-Bid Requirements.

During the Fall and Spring Semester, driving sessions shall be held from 3:00 p.m. – 8:00 p.m. on weekdays, and from 7:00 a.m. – 8:00 p.m. on Saturdays or Sundays. During the Summer Semester, driving sessions shall be held from 7:00 a.m. to 5:00 p.m. Monday – Saturday. The College reserves the right to offer driving instruction on any or all of its Campuses as it deems appropriate. The driver education in car training courses shall be conducted in accordance with the Semester calendar provided by the College. Samples of the calendar has been provided herein under item VI – Sample Semester Calendars.

Request for payments shall be submitted on a monthly basis, at the beginning of the month following the month in which services were rendered. When submitting requests for payment, any and all invoices must be accompanied by the information identified below. Payment requests not submitted in a timely manner will result in payments being held up. The following shall be included when submitting requests for payment:

- The Purchase Order number under which work was being performed
- Completed Monthly Service Certification by Traffic Safety Coordinator (see Attachment VIII) verifying the number of cars and services provided during the month.

The College semesters will approximately follow the below schedule:

Fall	Second week of September to the first week of February
Spring	Second week of February to the third week of June
Summer	Two sessions offered on the Ammerman Campus (see VI.B in this Section II – Bid Requirements) One session on the Grant and Eastern Campuses, which will follow the First Summer Session schedule (see VI.B in this Section II – Bid Requirements)

The driver education in car training course shall include seventeen (17) one and a half (1 ½) hour sessions each semester for a total of twenty five and a half (25 ½) hours. All vehicles shall be present at all 17 sessions. Payment shall only be made for the vehicles that provided services.

Should any sessions be cancelled due to inclement weather, Contractor shall provide vehicles for make-up sessions without penalty. Make-up sessions shall be held during the semester in which the cancellation occurred, or in consultation with the Traffic Safety Coordinator.

The required number of cars for each Semester Course will be based on enrollment for the semester and Campus location. Historically, the College has required approximately the following number of cars at the corresponding Campuses:

Ammerman Campus:	up to 15 cars
Michael J. Grant Campus:	up to 6 cars
Eastern Campus:	up to 5 cars

1. The cars shall be utilized 100% for instructional purposes, and adequately maintained during the life of this agreement so that they are completely safe for student use. During class time, stops shall not be made for fuel, company or personal business, or food.

2. All accidents shall be reported immediately to the Traffic Safety Coordinator and proper NYS accident forms initiated and sent to proper channels. In addition, the following shall be done:
 - A. Police shall be notified.
 - B. Copy of the police report shall be attached to the accident report and sent to the Traffic Safety Coordinator. (incident report form)
 - C. Damage cost to vehicles to be handled by commercial school procedures, but Suffolk County Community College shall be kept informed of cost involved in terms of property damage, injury and death.
3. Any summons issued to a Driver Education car or instructor for any violations shall be reported immediately to the Traffic Safety Coordinator, and an incident report form submitted within 24 hours.
4. Any confrontation between students, disagreements with parents, confrontations with other drivers and property damage during the driving session shall be reported immediately to the Traffic Safety Coordinator, and an incident report form submitted within 24 hours.
5. No student shall be taken out alone for either a road class, or make-up. At least two (2) students shall be in the car at all times, but no more than four (4).
6. There shall be no smoking by the instructor or students on campus or in the vehicle.
7. The Contractor shall notify the Traffic Safety Coordinator, at a minimum of 24 hours in advance, if the required cars will not be at the designated locations on time. The Contractor shall also notify the Traffic Safety Coordinator if, on the day of the session, any car will be absent for its assigned driving session due to unforeseen reasons. As part of this 24 hour pre-notification, the Contractor shall submit the necessary information using the Absent Car Notification Sheet provided as Attachment IV in the Attachments of this Section II – Bid Requirements Payment shall only be made for the vehicles that provided services. In addition, Contractor shall provide vehicles for make-up sessions in the event of an absence. If the Contractor has provided the minimum 24 hours notification, Contractor shall be reimbursed in accordance with price per car rate reflected in Section III – Bid Prices. However, should the Contractor not provide the required 24 hour advanced notification, the College shall make payment to the Contractor for the make-up session at a reduced rate of 90% of the per car rate. Repeated instances of absent cars may result in the Contractor's removal from the list of qualified vendors for the College's NYSED MV 285 card program.

III. SERVICE REQUIREMENTS

Instructors

1. Instructors shall be experienced, and properly licensed in accordance with the Department of Motor Vehicles and shall comply with the fingerprinting requirement for prospective school employees set forth in 8 NYCRR Part 87. Instructors shall meet all the requirements stated in Section 215.501 of the Vehicle and Traffic Law of New York State.
2. Instructors shall have completed the basic 30-hour instructor course and at least one year of in-car instruction; and as specified by the NYSDMV.
3. Instructors shall meet the College's schedule for the driving sessions and shall always be on time. Any instructor that is chronically late or ends sessions early (i.e. more than 3 occurrences of a 15 minutes difference from the scheduled time) shall be asked to leave the program and the driving school shall be required to make up the time at the College's convenience, and at no additional cost to the College.
4. Instructors shall follow the curriculum set forth by the College, and coordinate activities through Traffic Safety Coordinator. The College reserves the right to remove any driving instructor who does not follow the College's driving policies.
5. The instructors shall attend a mandatory orientation meeting each semester and other meetings throughout the semester when requested by the Traffic Safety Coordinator.
6. Instructors are expected to abide by all anti-discrimination, sexual harassment and ethical conduct codes that govern College instructors.
7. Instructors shall dress in professional attire at all times. Shorts, T shirts and flip-flops are prohibited.
8. Contractor shall provide the College with a list for review and pre-approval, of regular instructors and their substitutes who shall be designated and provide driving instruction services to the College under this Agreement. The list shall be provided to the College two weeks prior to the start of the semester and include the below information for each of the individuals identified. This information shall be submitted using Instructor and Group Leader Information Sheet provided as Attachment III in Attachments at the end of this Section II – Bid Requirements:
 - A. Name
 - B. Date of Birth
 - C. Driver's License #
 - D. 30 hour certificate Completion Date
 - E. MV # (MV-524 or MV-283)

Should any staffing changes of any of the regular instructors or substitutes occur during the life of the Agreement, Contractor shall submit to the College for its review and approval, information regarding the instructors and/or substitutes who are anticipated to provide services to the College. This information shall be submitted on the above indicated form in

a timely manner before the next session, to prevent any impact on the program. No instructor or substitute shall be permitted to teach a class if the necessary information is not submitted in the required format and approved by the College.

9. Suffolk County Community College reserves the right to require the Contractor to remove an instructor it determines to be unfit or unsatisfactory for the task under the contract.
10. A group leader shall be designated among the instructors for each Campus by the Contractor one (1) week prior to the beginning of each semester. This group leader shall be assigned to the specific Campus for the entire Semester Course. The group leader shall adhere to the following:
 - A. The group leader shall be equipped with a cell phone. The cell phone number shall be provided to the Traffic Safety Coordinator using the Instructor and Group Leader Information Sheet provided as Attachment III included under Attachments at the end of this Section II – Bid Requirements.
 - B. The group leader shall be responsible for coordinating and ensuring that all other cars and instructors assigned to the Campus are present and begin the sessions on time, and shall have the resources to contact any late arriving instructors. The group leader shall be responsible for communicating with any late arriving instructors, and providing updates to the Traffic Safety Coordinator.
 - C. The group leaders shall ensure that students assigned to cars that are absent for the session are not left alone. They shall contact the appropriate Campus security and wait until Security arrives before leaving the students.
 - D. The group leader shall remain with the students after the sessions end, and only leave the site once all students are picked up. If a student is not picked up, the group leader shall wait or contact security and wait with student until security arrives.
11. Instructors shall take verbal attendance every driving session and log the type and number of instructional hours delivered to each student. They shall review and sign the students' driver log upon course completion.

Vehicles

The Contractor shall make available to the College, no less than the minimum number of guaranteed cars per Semester as stated in Section III – Bid Prices. However, the College does not make any guarantee for the utilization of said number of vehicles, and reserves the right to make additions and deletions to that number. Eight (8) weeks prior to the commencement of each Semester Course, the Contractor shall provide confirmation of the availability of the guaranteed number of cars for each Campus, based on consultation with the Traffic Safety Coordinator. As part of this confirmation, the Contractor shall submit the Semester Vehicle Guarantee Sheet provided as Attachment VI in the Attachments of this Section II – Bid Requirements. Should the Contractor not be able to provide the required number of cars, the Contractor shall notify the College immediately upon identification of the shortfall, no less than two weeks prior to date of the upcoming session where the car will be unavailable. Failure to provide such notice may result in the College engaging the services of another vendor to obtain the additional cars not supplied by the Contractor, and charging the Contractor for the difference in cost of those cars, if higher.

Each vehicle provided by the Contractor shall meet the Department of Motor Vehicles Guidelines for Dual-Controlled Safety-Equipped Vehicles (see DMV regulations 76.11 excerpt in item V herein), and be reported on the DMV form MV-527, as well as meet the following requirements:

1. The Contractor shall provide late model vehicles, i.e., 2013 or after.
2. Four door, mid-size, dual controlled cars with the capacity of (6) passengers or greater. Compacts are not acceptable.
3. The vehicle shall be safety equipped to provide all occupants with maximum protection in accordance with the Department of Motor Vehicles requirements provided herein, and meet all state regulations for Driver Education cars. This includes but is not limited to the cars being equipped with the following:
 - A. Dual control brakes
 - B. An additional rear view mirror
 - C. An eye check mirror for teacher use
 - D. Reflective devices (such as flares, triangles, etc.)
 - E. Fire extinguisher
 - F. First aid kit
 - G. At least two front seatbelts and three rear seatbelts
4. Automobiles used for instruction at the College shall meet NYSDMV inspection standards as outlined in the New York State Vehicle Safety/Emissions Inspection Program. Contractor shall provide detailed service records to the College using the Car Service Record provided as Attachment V in the Attachments.
5. A standard accident report shall be kept in the vehicle.

Evaluation of Student

Within one (1) day of completion of the semester, the Contractor shall submit an instructor's report, in alphabetical order, for each student that attended the course. This evaluation shall include the following:

1. number of hours the student actually spent driving
2. the number of hours the student spent with in-car evaluation
3. the student's final numerical grade.

IV. IN-CAR DRIVER EDUCATION CURRICULUM

The course shall, at a minimum, address the following topics:

Week 1 Vehicle familiarization

Orientation to instruments and devices
Preparing to move the vehicle
Parking the vehicle
Entering and leaving the vehicle

Basic skills in moving the car forward
Gradual acceleration, speed control and braking
Gradual stopping and positioning
Tracking on a straight path
Tracking on turning paths

Basic skills in moving the vehicle backward
Steps preparing to back up car
Speed control & tracking
Backing and positioning

Week 2 Orientation to on street driving

Entering traffic
Applying speed control and tracking skills
Applying rules of the road

Scanning for, evaluating and responding to obstacles

Driving Distractions

Scanning techniques
Evaluating
Speed control response to obstacles

Week 3 – 4 Right and left turns

Preparatory phase
Execution phase: intersection and path clear
Execution phase: obstacles are present

Week 5 – 6 Changing lanes

The problem
Related concepts and information
Preparatory phase
Execution phase: critical area clear
Execution phase obstacles are present
Highway driving: low risk
Sight distances: along your path
Sight distances: along intersecting paths
Curves
Hills
Intersections

Week 7 Backing maneuvers

The problem
Related concepts and information
Preparatory phase
Execution phase: path is clear
Execution phase: obstacles appear during maneuver parallel parking

Week 8 Turning around

The problem
Selection phase
Preparatory phase
Execution phase for 3-point turn

Week 9 – 10 Highway driving: medium risk

The problem
Sight distances along your path
Sight distances along intersecting paths
Curves
Hills
Intersections
Adjacent areas
Traffic lanes
Traffic density and flow
Pedestrians
Traffic signals, signs and regulations

Week 11	City driving: low risk The problem One way streets
Week 12	Limited access highways The problem Entering the highway Driving on the highway Exiting from the highway
Week 13 – 14	Advanced city driving The problem Merging Scanning Flowing Parking lots
Week 15	Free time Practice areas where students needs help
Week 16	Performance evaluation Planning for future improvement
Week 17	Makeup time

V. DEPARTMENT OF MOTOR VEHICLES GUIDELINES FOR DUAL-CONTROLLED AND SAFETY-EQUIPPED VEHICLES

VEHICLES IN THE COURSE

1. Vehicles

- A. All vehicles used for Driver Traffic Safety Education instruction shall be properly registered on an inventory form, provided by the Safety Education Services Unit, New York State Education Department, Albany, New York 12234.
- B. Automobiles used for instruction shall be maintained and in sound mechanical condition. The vehicles should be garaged to prevent vandalism.
- C. Written records should be maintained and should include: time, mileage devoted to instruction, fuel consumed and service maintenance information.
- D. A valid insurance certificate and a valid vehicle registration shall be kept in the vehicle.

2. Safety Package

- A. The vehicle shall be equipped to provide the four (4) students and teacher with maximum occupant protection. Use of the equipment by all occupants is essential. The vehicle shall be equipped with the following:
 - a) Dual Controls
 - b) Left Exterior Mirror
 - c) Interior Mirror for Teacher
 - d) Flares and/or Approved Warning Triangles
 - e) Fire Extinguisher
 - f) First Aid Kit
 - g) Winter Driving Essentials

3. Identification

- A. The vehicle shall display sign(s) that conform to New York State Department of Motor Vehicles (NYSDMV) regulations Title 15 NYCRR, Chapter I, Subchapter A, Part 2.2c

VI. SAMPLE SEMESTER CALENDARS

A. Fall – Spring Semester

CLASSROOM AND/OR DRIVING MEETINGS
AS NOTED ON THE ENCLOSED APPLICATION

MONDAYS

September 30
October 7, 14, 21, 28
November 4, 11, 18, 25
December 2, 9, 16
January 6, 13, 27
February 3, 4*

TUESDAYS

September 24
October 1, 8, 15, 22, 29
November 5, 12, 19, 26
December 3, 10, 17
January 7, 14, 21, 28

*NOTE: Last Monday Class Meets on TUESDAY, February 4th.

WEDNESDAYS

September 25
October 2, 9, 16, 23, 30
November 6, 13, 20, 27
December 4, 11, 18
January 8, 15, 22, 29
February 6

THURSDAYS

September 25
October 3, 10, 17, 24, 31
November 7, 14, 21
December 5, 12, 19
January 9, 16, 23, 30

FRIDAYS

September 27
October 4, 11, 18, 25
November 1, 8, 15, 22
December 6, 13, 20
January 10, 17, 24, 31
February 7

SATURDAYS

September 28
October 5, 12, 19, 26
November 2, 9, 16, 23
December 7, 14, 21
January 11, 18, 25
February 1, 8

DRIVING ON SATURDAYS

September 28
October 5, 12, 19, 26
November 2, 9, 16, 23
December 7, 14, 21
January 11, 18, 25
February 1, 8

B. Summer Semester

First Summer Session

June 24, 25, 26, 27, 28

July 1, 2, 3, 5, 8, 9, 10, 11

Second Summer Session

July 12, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30

August 1, 2, 5, 6

VII. DMV REGULATION 76.11 for SCHOOL VEHICLES

EQUIPMENT

76.11 School Vehicles.

- (a) No vehicle owned or controlled by a drivers' school may be used for the purposes of giving driving instruction until the licensee has obtained from the commissioner. A school vehicle identification certificate, which certificate shall be carried in such vehicle or in the case of a motorcycles on the instructor's person, at all times while such vehicle is being used either for driving instructions or road tests. When a vehicle owned by an instructor is no longer used for instruction, the school vehicle identification certificate must be surrendered to the licensee who shall surrender it to the district office of the Department of Motor Vehicles. (Amended 8/14/84)
- (b) An application for a record of drivers' school certified vehicles must be made on a form prescribed for such purpose by the commissioner. (Amended 12/3/84)
- (c) A record of drivers' school certified vehicles is required for all additional or substitute vehicles. (Amended 12/3/94)
- (d) All drivers' school vehicles, except motorcycles, must be equipped as follows: (Amended 3/27/85)
 - (1) with seat belts for both the student and the instructor or a passive in-car restraint as approved by law, Federal regulation, or by the commissioner, additional rear view mirror for the use of the instructor, and otherwise equipped in accordance with the Vehicle and Traffic Law. If the operation of such vehicle requires a class A, B or C license, it must also be equipped with an additional side view mirror for the use of the instructor. Seat belts are not required on vehicles, which may only be operated by a holder of a class A, B or C license, except for school buses, in accordance with Part 49.2 of the regulations. School buses are required to have seat belts as specified in part 49-6 of these regulations, with the number of such seat belts dependent upon the seating capacity; (Amended 2/19/91)
 - (2) with dual controls on foot brakes- Tractor trailer combinations owned or- controlled by 'a drivers' school need not be equipped with dual controls on foot brakes. However, such combination must be equipped with some type of device, such as a trolley broke, which will permit the instructor to bring the vehicle to a halt. (Amended 12/3/94)
 - (3) with a sign or signs, if used for instruction purposes, containing the words "STUDENT DRIVER" in letters no less than two inches in height and one-fourth inch stroke, against a background of a contrasting color, visible from both the front and rear, and not obstructed by any other sign. The sign must contain all the letters of the words "STUDENT DRIVER". The sign or signs may be one two-faced roof sign, or two roof signs, or a sign on the front and a sign on the rear, or front and rear bumper stickers. The sign may be either permanent or removable. The sign may

contain advertising material. Notwithstanding the foregoing, compliance with this paragraph shall not be a prerequisite for the issuance of a record of drivers' school certified vehicles. (Amended 12/3/84)

10. Site Visit:

N/A

ATTACHMENTS

ATTACHMENT I
Suffolk County Community College Driver Education
Car Service Record

Car maintenance record must include:

Name of Driving School:	
Model and Make of car:	
VIN #:	
Last inspection date:	
Vehicle Mileage on Repair Date	
Date of all repairs	
Repairs Completed	
Repairs Performed By (Name and contact information, phone, email)	
Vehicle Mileage on Service Date	
Date of Service:	
Service Performed By (Name and contact information, phone, email)	

ATTACHMENT II
Suffolk County Community College Driver Education
Grade Reporting Sheet

All grades shall be emailed to the Traffic Safety Coordinator within one (1) day of the completion of the semester.

Students shall be listed in alphabetical order.

Driving School _____
Semester: _____
Campus: _____

<u>Student Name</u>	<u>Driving Time</u> <u>(# of Hours)</u>	<u>In-Car Evaluation In-Car</u> <u>Evaluation(# of Hours)</u>	<u>Classes</u> <u>Attended</u>	<u>Car Number</u>	<u>Grade</u>

ATTACHMENT III
Suffolk County Community College Driver Education
Instructor and Group Leader Information Sheet

A group leader shall be designated among the instructors for each Campus by the Contractor one (1) week prior to the beginning of each semester. The group leader shall be assigned to the specific Campus for the entire Semester Course. The group leader shall be equipped with a cell phone. Their cell phone number shall be emailed to Traffic Safety Coordinator using this completed form. The group leader shall be responsible for coordinating and ensuring that all other cars and instructors assigned to the Campus are present and begin the sessions on time, and shall have the resources to contact any late arriving instructors. The group leader shall be responsible for communicating with any late arriving instructors, and providing updates to the Traffic Safety Coordinator.

Driving School: _____

Semester: _____

Campus: _____

Car #	Instructor	Date of Birth	Driver's License #	MV Number	30 Hour Completion Date

Name of Group Leader _____

Cell Phone Number _____

ATTACHMENT IV
Suffolk County Community College Driver Education
Absent Car Notification Sheet

The Contractor shall notify the Traffic Safety Coordinator by email, at a minimum of 24 hours in advance, if the required cars will not be at the designated locations on time. The Contractor shall also notify the Traffic Safety Coordinator if any car is absent for its assigned driving session due to unforeseen reasons on the day of the session, and shall be required to provide vehicles for make-up sessions in the event of an absence.. As part of the notification process, the Contractor shall email the necessary information to the Traffic Safety Coordinator using this form. Failure to provide the required 24 hour advanced notification may result in the College making payment to the Contractor for the make-up session at a reduced rate of 90% of the per car rate identified in Section III –Bid Prices. Repeated instances of absent cars may result in the Contractor's removal from the list of qualified vendors for our NYSED MV 285 card program.

Name of Driving School:	
Semester:	
Campus:	
Number of Absent Car(s):	
Time When Absent:	
Reason for Car's Absence:	

ATTACHMENT V
Suffolk County Community College Driver Education
Summons – Incident Report Sheet

This form shall be used to submit a report by email to the Traffic Safety Coordinator within 24 hours of occurrence, any and all of the following issues that occur during a driving session:

- a) Any and all accidents no matter how minor,
- b) Any violations summons issued to a Driver Education car or instructor,
- c) Any confrontation between students, disagreements with parents, confrontations with other drivers and property damage.

Driving School:	
Semester:	
Campus:	
Car Number:	
Instructor Name:	
Student Driver:	
Passengers:	
Police Report Number	
Summons Description	
Copy of Summons Attached? (Yes or No)	
Summary of Incident	

ATTACHMENT VI
Suffolk County Community College Driver Education
Semester Vehicle Guarantee Sheet

The Contractor shall provide no less than the minimum number of guaranteed cars per Semester as stated in Section III – Bid Prices. However, the College does not make any guarantee for the utilization of said number of vehicles, and reserves the right to make additions and deletions to that number. Eight (8) weeks prior to the commencement of each Semester Course, the Contractor shall provide confirmation of the availability of the guaranteed number of cars for each Campus, based on consultation with the Traffic Safety Coordinator. As part of this confirmation, the Contractor shall submit this Semester Vehicle Guarantee Sheet. Should the Contractor not be able to provide the required number of cars, the Contractor shall notify the College immediately upon identification of the shortfall, no less than two weeks prior to date of the upcoming session where the car will be unavailable. Failure to provide such notice may result in the College engaging the services of another vendor to obtain the additional cars not supplied by the Contractor, and charging the Contractor the difference in cost for those cars, if higher.

Date	
Name of Driving School	
Semester	
Campus	
Number of Cars Available	
Days Cars are Available	
Times Cars are Available	

This form shall be signed by the owner of the driving school.

Signature

Date

ATTACHMENT VII
Suffolk County Community College Driver Education
Student Attendance Sheet

Attendance sheet shall include:

Campus	
Name of student	
Assigned driving time	
Car number	
Instructor's name	
Name of Driving School	
Dates of student's attendance	
Lesson taught to student	
Progress of student	
Final grade of student (numerical)	

Signed declaration of instructor that student has completed 24 hours of in-car instruction.

Signature of Instructor

Date

ATTACHMENT VIII
MONTHLY SERVICE CERTIFICATION BY TRAFFIC SAFETY COORDINATOR

Campus: _____

Name of Driving School: _____

Total # of Cars Required Per Session: _____

Semester: _____

Month: _____

<u>Session Dates</u>	<u># of Cars</u>

Signed declaration of instructor that Contractor has provided the required driver's education in car training services utilizing the necessary cars as identified above.

Signature of Traffic Safety Coordinator

Date

End of Section II

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

See ATTACHMENT 1, annexed hereto.

ATTACHMENT 1
Specific Payment Terms and Conditions

Contractor shall submit with its bid the following:

- (1) Copy of bidder's relevant license to perform work in the County of Suffolk and local municipalities.
- (2) Proof of bidder's relevant experience for a minimum of five (5) years.
- (3) List of personnel who shall be designated to the College's program, along with the following documentation:
 - (a) Personnel's relevant experience, including number of years working with the company
 - (b) Licenses and certifications, including the MV-524 license
 - (c) work schedule
 - (d) acceptable driving abstract, i.e. the License Enforcement Notification Services (LENS) report, indicating that the instructor has no infractions on their record.
 - (e) Documentation demonstrating that designated personnel have completed the basic 30-hour instructor course and at least one year of in-car instruction; and as specified by the NYSDMV.
- (4) Contractor Certification included in this Section III – Bid Prices.
- (5) The primary contact who shall be the contract liaison with the College.

The College will not reimburse the Contractor for any additional costs beyond the amounts indicated in this Section III – Bid Prices. Bid amounts below shall be on a per car basis and shall be all inclusive. The bid price shall include all costs applicable to the contracted vehicles provided by the Contractor and used by the employees of the Contractor, such as gasoline, insurance, maintenance and repairs.

The College may award multiple contracts per Campus to ensure that the necessary number of cars are available to meet the enrollment needs. Bidder shall provide a bid amount per car, for one or more Campuses in accordance with the specifications defined herein. Bidders are not required to submit bid prices for all Campuses. Awards will be made in accordance with the pricing from lowest to highest. Work will be assigned to Contractor(s) based on pricing from lowest to highest.

AMMERMAN CAMPUS

Price Per Car:

\$ 1150.00

Minimum # of Guaranteed Vehicles per Semester:

3 Fall, Spring, Summer

MICHAEL J. GRANT CAMPUS

Price Per Car:

\$ 1150.00

Minimum # of Guaranteed Vehicles per Semester:

1 Fall, Spring, Summer

EASTERN CAMPUS

Price Per Car:

\$ 1150.00

Minimum # of Guaranteed Vehicles per Semester:

1 Fall, Spring, Summer

End of Text for Exhibit E