

AMENDMENT NO. 1

WHEREAS, on August 1, 2022 **Suffolk County Community College ("College")** and **All County Captions, LLC ("Contractor")** entered into an Agreement wherein Contractor agreed to provide to the College Communication Access Real-Time Translation (CART) Services for students throughout the College with hearing loss conditions to allow for reasonable accommodations ("**Services**"); and

WHEREAS, the term of the Agreement commenced on **August 1, 2022** and is set to expire on **July 31, 2023 (the "Initial Term")**; and

WHEREAS, the College wishes to exercise its first option to renew ("**Renewal Option #1**") the Original Agreement for a continuation of Services.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties that the terms and conditions of Original Agreement, incorporated herein and made a part hereof, shall hereby be amended hereto as follows:

- 1) The Original Agreement shall be renewed for an additional one (1) year period, with the new term set to commence on **August, 1, 2023** and continue through **July 31, 2024 ("Renewal Term #1")**; and
- 2) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

All "Notices Relating to Payments, Reports or Other Submissions" for the College must be delivered to:

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

All "Notices Relating to Insurance" for the College must be delivered to:

David T. Schneider
Executive Director – Risk Mitigation
Suffolk County Community College
533 College Road, NFL 125
Selden, NY 11784

All "Notices Relating to Termination and/or Litigation" for the College must be delivered to:

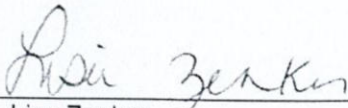
Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

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

- 3) All other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect throughout the full term of the Amended Agreement.
- 4) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties.

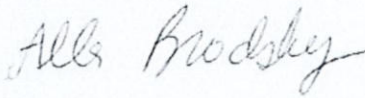
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the latest date written below.

All County Captions, LLC
FID: 47-1769372
Tel.: (516) 380-9233

By: 
Lisa Zenker
Owner/President

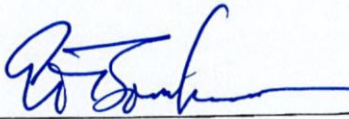
Date: 7/7/2023

Approved as to Legality:
Suffolk County Community College

By: 
Alla Brodsky, Esq.
College Deputy General Counsel

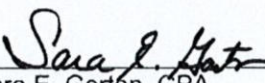
Date: 7/7/2023

Suffolk County Community College

By: 
Edward T. Bonahue, Ph.D.
President

Date: 7/7/23

Approved:
Suffolk County Community College

By: 
Sara E. Gorton, CPA
Interim Vice President for Business
and Financial Affairs

Date: 7/7/23

AGREEMENT

This Agreement ("Agreement") is between the **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

All County Captions, LLC ("Contractor"), a New York corporation having its principal place of business at 419 Donegan Avenue, Patchogue, NY 11772.

The parties hereto desire for Contractor to provide Communication Access Real-Time Translation (CART) Services for students throughout the College with hearing loss conditions to allow for reasonable accommodations ("**Services**").

Term of Agreement: August 1, 2022 through July 31, 2023, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

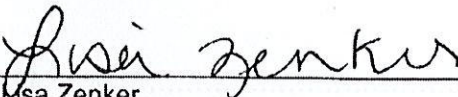
Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.

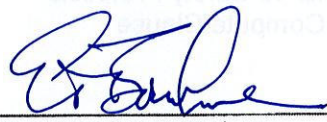
Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

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

All County Captions, LLC
FID: 47-1769372
Tel.: (516) 380-9233

Suffolk County Community College

By: 
Lisa Zenker
Owner/President

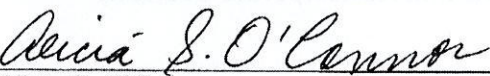
By: 
Dr. Edward T. Bonahue
President

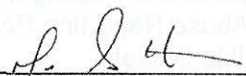
Date: _____

Date: 8/1/22

Approved as to Legality:
Suffolk County Community College

Approved:

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

By: 
Mark D. Harris, DBA
Vice President for Business & Financial
Affairs

Date: 8/1/2022

Date: 08.01.2022

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on April 7, 2022; and

Whereas, the Contractor submitted a proposal in response to such RFP on April 29, 2022; and

Whereas, the College has selected the Contractor to provide the services 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

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

b. Qualifications and Licenses

To the extent applicable, the 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 the 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, pursuant to the following paragraphs, the 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 the 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 the 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 the 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 Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the 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 the 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 the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the 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 by 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 the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the 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 the 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

The 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 the Contractor in connection with the services described or referred to in this Agreement. The 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 the 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

The 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, the 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 the Contractor in connection with the services described or referred to in this Agreement. The 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 the 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. The 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/or the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the 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 and/or the County for the Contractor. Unless otherwise specified by the College and/or the County and agreed to by the 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 the 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 the 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.
- iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The 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 the 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 Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
- e. In the event the 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 the Contractor's status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the 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 and/or the County 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 and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The 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. The 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

The 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 and/or the County 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. The 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. The 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 the 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 or any of its agencies 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. The 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. The 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 and/or the County 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 and/or the County in addition to the total agreed upon price. The 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 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. The 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 the Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

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

22. COVID-19 Safety Protocols

Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

23. Non-Compete Clause

Unless otherwise agreed to by the parties in writing, College will not retain, independently or through another vendor, any individual captioners used by Contractor during the term of this Agreement (and any renewals thereof) for onsite or remote CART services for a period of eighteen (18) months after the last renewal of the Agreement with Contractor expires.

End of Text for Exhibit A

EXHIBIT B

Suffolk County Legislative Requirements

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

The 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 said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The 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.

The 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

The 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. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the 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 the 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, the 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.

The 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 Exhibit B 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.

The 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**

The 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**

The 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**

The 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

The 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, the 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, the 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, report, insurance, 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:

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

and

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.

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.

2. Notices Relating to Insurance

Any communication, notice or claim relating to payment 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:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

and

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.

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.

3. Notices Relating to Termination and/or Litigation

In the event the 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, the Contractor shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the 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 County:

Alicia S. O'Connor
College Deputy General Counsel
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

and

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.

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

Contractor shall provide Communication Access Real-Time Translation (CART) Services for students throughout the College with hearing loss conditions to allow for reasonable accommodations, in accordance with the Scope of Work contained in the College's RFP and the Technical Proposal contained in Contractor's proposal, both of which are attached hereto as Exhibit D.

EXHIBIT D
Description of Services

Scope of Work

The Consultant shall provide on-site and remote Communication Access Real-Time Translation (CART) services for students with hearing loss conditions to allow for reasonable accommodations, on an as needed basis.

In order to enable equal access to the classroom and meet their communication needs, students with hearing loss may be approved to receive CART services as a reasonable accommodation.

CART services may be required at any of the College’s campuses and satellite building locations, and shall be coordinated with the Office of Disability Services at the time services are requested. Consultant shall have the resources to provide both on-site and remote services at the contract commencement. In the event the Consultant is unable to provide the necessary resources, the College reserves the right to engage the services from an alternate firm and back-charge the Consultant for any additional costs or expenses incurred as a result. In addition, the lack of resources or inability to provide services in both modalities may result in contract termination.

When providing on-site services, the Consultant’s assigned captioner shall not share a laptop screen with the student. The Consultant shall provide a tablet/laptop for the student’s use, and the assigned captioner typically sits at a distance from the student in the same classroom.

These services will be requested on an as-needed basis and will depend on the number of students enrolled each semester who require this reasonable accommodation in connection with hearing loss. As a reference, please note that in prior Fall and Spring semesters, these services have been utilized as indicated in the table below. More recently, during the Fall 2021 semester, there were seven (7) real-time/combined remote classes, and two (2) on-site classes. In the Spring 2022 semester, there was one (1) real-time remote class, and nine (9) on-site classes.

During the Summer and Winter sessions between 2016 and 2019, the College has utilized CART services for five courses. The College had one course which included a lab during the summer of 2021 that required CART services.

<u>Hours of Use</u>	<u>Days</u>	<u># of Students</u>	<u># of Classes in which Services were Utilized</u>	<u>Approximate # of Hours per Week that Services were Utilized</u>
8:00 AM – 8:00 PM	Monday – Friday	4	16	60

Should services be cancelled due to student absence or class cancellation, the College shall provide advance notice to the Consultant, as appropriate.

The College will notify Consultant of class schedules prior to the start of the semester. The

College will notify the Consultant of any updates as changes are made to the students' schedules, specifically during the add/drop period each semester, but also if a student withdraws from a class later in the semester.

Payment for services shall be in accordance with the Cost Proposal submitted with the Consultant RFP response under Exhibit 1. Consultant shall provide appropriate supporting documentation when submitting invoices for payment. Such documentation would include the written request for services which reflect the schedule of class(es) and number of students for which services are being requested. Should any changes to class schedule(s) be made, such changes shall also be submitted as documentation as appropriate.

IV. TECHNICAL PROPOSAL

Proposers shall tailor the RFP response to this section as deemed most appropriate based on the specific services being proposed in the RFP response.

e. Understanding of Project Requirements, Management Techniques and Approaches

Convey your understanding of the service requirements and demonstrate a thorough recognition of the services, system, and potential problems to be addressed. This includes, but is not limited to, the following:

i.S summarize the Proposers management and approach, including:

- 1) **How you will respond to the specific scope of work, identifying the various considerations, approaches and strategies that will be utilized to perform the services under this Agreement.**

ACC understands SCCC’s need for an experienced and flexible contractor to provide on-site and remote CART services for students with hearing loss conditions to allow for reasonable accommodations to aid in their learning success.

ACC’s depth and breadth of experience, as well as our company’s close proximity to SCCC, is the perfect fit to help the college realize these important benefits for their students. Our company structure lends itself perfectly to SCCC’s requirements with a team of local experts, including:

LOCAL EXPERT	HOW SCCC BENEFITS
SCCC Client Manager	Lisa Zenker, President of ACC will serve SCCC as the main point of contact for this important engagement. Lisa will be responsible for overseeing scheduling, all requests, issue resolution, and communication.
ACC Quality Assurance Manager	In addition to her role as SCCC’s main point of contact, Lisa will be responsible for all training of Captioners, students, faculty, and any other key stakeholders identified by SCCC. In this capacity,

LOCAL EXPERT	HOW SCCC BENEFITS
	<p>Lisa will leverage her 21 years of stenography experience to ensure all stakeholders are fully trained and supported through the life of the contract.</p>
<p>Scheduling Coordinator</p>	<p>ACC understands the importance of ensuring all stakeholders are fully aware of key dates and times of training and transcribing events. To that end, ACC’s Scheduling Coordinator, Danielle Arnoldt, will use her extensive SCCC contract experience to complete the scheduling tasks including:</p> <ul style="list-style-type: none"> • Documenting and managing all review requests • Gathering all information to develop a solid and executable schedule • Assigning Captioners to each class or SCCC event • Serving as the scheduling main point of contact for all SCCC stakeholders
<p>Billing/Invoicing Coordinator</p>	<p>ACC understands the importance of SCCC’s commitment to financial transparency and conscientious use of financial resources. To that end, ACC has partnered with a Financial Team with extensive experience in providing strong financial and accounting practices to ensure the SCCC’s investment in this important project are managed appropriately.</p> <p>Charlsie Perry, Billing and Invoicing Coordinator, and ACC’s Certified Public Account will continue to support the SCCC account.</p>
<p>Captioners</p>	<p>All highly trained Captioners will be fully responsible for capturing all audio for each class or event to which they are assigned.</p> <p>Our experienced Captioners know how to leverage all collateral to capture all information for the students/ACC stakeholders including audio, class materials, notes, etc.</p> <p>Our Captioners are held accountable to provide highly accurate (minimum 98% accuracy rating) and produce high quality, easily interpretable content to ensure student/ACC stakeholder knowledge and success in their learning.</p>

2) Proposers shall demonstrate that the firm has the necessary resources to readily available to provide both on-site and remote services at the start of the contract.

ACC’s work in this space over the last 21 years has allowed us to partner with a deep bench of Captioners. In fact, the majority of our Captioners have been working for us for over 5 years. It is a partnership we are proud of and our support for each other is a staple of how we do business.

We dedicate significant time and resources to identify, train, and place the highest caliber of Captioners in the industry. At any point in time, ACC can provide at least 10 Captioners to

SCCC during the life of this contract. That is a commitment none of our competitors can make.

For remote events, we have at least 50 Captioners ready to support SCCC throughout the contract, if needed.



“Getting a last minute CART request is always difficult, but when I reached out to All County Captions expressing my need for the very next day, they delivered a phenomenal service!” ~K. MacDowell, Cornell University

3) Proposers shall detail the conditions under which one or more interpreter(s) will be assigned to a service.

In our experience, and due to the high caliber of our Captioners, we will not need more than one Captioner for any class. One Captioner can be assigned to classes that last up to four hours. If an assignment or class is longer than four hours, we may assign two separate Captioners if necessary. Our deep bench and contacts within the industry allows us to easily place additional Captioners if the situation demands.

4) Please identify any options for services related to remote/online classes that would be made available to the College, as well as the requirements for requesting and implementing said services, as needed.

While ACC stands ready to fully support SCCC for all on-site student/events captioning needs, in this time of COVID-19, and to support all learning and event circumstances, we are fully prepared to provide remote assistance to SCCC as well. To that end, for remote opportunities, ACC will provide SCCC:

- Remote CART captioning
- Remote ASL interpreting

We make the process quick and easy for SCCC to request remote/online services. Simply request by email or phone and we will assign a Captioner accordingly. We will reach out if more information is needed and to inform the college of who the Captioner will be.

5) Discuss any specific or special qualifications.

While ACC’s 21 years of experience in captioning, as well as our close proximity SCCC, represents our strongest qualifications to fulfill the requirements of this contract, we are proud of our team’s training, experience, and passion to provide the highest level of interpreting to SCCC, including:

- All Captioners have engaged in a rigorous training program that meets/exceeds the National standard for CART providers
- Our expertly trained Captioners are relentlessly focused on readability and understanding for the student
- All Captioners are highly trained and experienced using Zoom, WebEx, StreamText, and Blackboard Collaborate; our team is ready, willing, and able to switch to any new remote platforms the College utilizes in the future
- We provide instructions to professors so they can easily assign us as a Captioner in Zoom and Blackboard Collaborate
- ACC provides CART service demos for the college remotely and on-site for prospective students at no additional charge
- ACC provides exhaustive 1/1 training for all of our Captioners before they are assigned to a class
- All Captioners have passed 3 or more writing speed tests to meet completion requirements for schools with speeds in excess of 225 wpm
- All Captioners are held to a **minimum** of a 98% accuracy rate – the highest in the industry

6) Identify the staffing and time commitment required on the College's side.

As ACC will manage and oversee all aspects and commitments to the contract, SCCC will only need one resource for all requests related to this RFP. We currently work with Jennifer Forni, College Director of Disability Services. We have a great relationship and understanding that ACC takes on all roles in performing the requests related to the contract.

Jennifer is required to notify us of schedule changes; however, we maintain communication with the students to help support the college in that role and minimize the time commitment for SCCC resources. As ACC currently manages this type of work for SCCC it will significantly ease the burden of SCCC resources.

7) Describe the level of continual two-way communication you will maintain with College administrators.

ACC understands the importance of communication with all SCCC stakeholders. This is especially true in ensuring everyone is aware and ready to support your students and faculty for all captioning events. To that end, SCCC will have 24/7 access to ACC's Client Manager 24/7 via phone, email, and text messaging. In addition, Lisa will proactively reach out to check in and provide any updates to keep SCCC informed.

8) Discuss any specific or special qualifications.

As outlined in our response above in #5, ACC's deep expertise in this space provides SCCC stakeholders with the following qualifications:

- All Captioners have engaged in a rigorous training program that meets/exceeds the National standard for CART providers
- Our expertly trained Captioners are relentlessly focused on readability and understanding for the student

- All Captioners are highly trained and experienced using Zoom, WebEx, StreamText, and Blackboard Collaborate
- We provide instructions to professors so they can easily assign us as a Captioner in Zoom and Blackboard Collaborate
- ACC provides CART service demonstrations for the college remotely and on-site for prospective students at no additional charge
- ACC provides exhaustive 1/1 training for all of our Captioners before they are assigned to a class
- All Captioners have passed writing speed tests with speeds in excess of 225 wpm
- All Captioners are aware of the necessity of accuracy and readability of the text to ensure a quality captioning service to the end user

f. Understanding of System Requirements and Submission of VPAT

Proposers shall submit with their proposal, a completed VPAT with properly documented exceptions, if any, as well as a roadmap for compliance in accordance with Section 508 of the Rehabilitation Act of 1974 and subsequent updated requirements. v More information on the VPAT as well as a template can be found here:

<https://www.section508.gov/sell/vpat>

[StreamText.Net](#) Accessibility Conformance Report

Revised Section 508 Edition

(Based on VPAT® Version 2.4Rev)

Name of Product/Version: [StreamText.Net](#) Caption Player

Report Date: 04/28/22

Product Description: StreamText is the market leading real-time caption solution. Used by captioners, CART and court reporting service providers since 2003, we provide the link to reliable accessibility solutions for the deaf and hard of hearing. From the classroom to the corporate world, StreamText delivers the spoken word as real-time captions to virtually any platform or device with Internet access.

Contact Information: (608) 234-4759

Notes:

Evaluation Methods Used: Based on WCAG, Revised 508, EN 301 549 and International editions, which includes all of the standards.

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes / No) Level AA (Yes / No) Level AAA (Yes / No)
Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018	(Yes)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Tables 1 and 2 also document conformance with Revised Section 508:

- Chapter 5 – 501.1 Scope, 504.2 Content Creation or Editing
- Chapter 6 – 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.0 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Not Applicable	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Not Applicable	
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
1.3.1 Info and Relationships (Level A)	Supports	
1.3.2 Meaningful Sequence (Level A)	Supports	
1.3.3 Sensory Characteristics (Level A)	Supports	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Not Applicable	
2.1.1 Keyboard (Level A)	Supports	
2.1.2 No Keyboard Trap (Level A)	Supports	
2.2.1 Timing Adjustable (Level A)	Not Applicable	
2.2.2 Pause, Stop, Hide (Level A)	Partially Supports	You can stop the scrolling and view specific parts of the transcript by scrolling back and forward.
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Not Applicable	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Supports	
2.4.4 Link Purpose (In Context) (Level A)	Partially Supports	
3.1.1 Language of Page (Level A)	Supports	
3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Supports	

Criteria	Conformance Level	Remarks and Explanations
3.3.1 Error Identification (Level A)	Not Applicable	
3.3.2 Labels or Instructions (Level A)	Not Applicable	No user input required
4.1.1 Parsing (Level A)	Supports	
4.1.2 Name, Role, Value (Level A)	Supports	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Supports	That is the service that StreamText is used to providing
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	StreamText is only used for live events.
1.4.3 Contrast (Minimum) (Level AA)	Not supported	
1.4.4 Resize text (Level AA)	Supported	
1.4.5 Images of Text (Level AA)	Not Applicable	
2.4.5 Multiple Ways (Level AA)	Not supported	
2.4.6 Headings and Labels (Level AA)	Not Supported	
2.4.7 Focus Visible (Level AA)	Not Applicable	
3.1.2 Language of Parts (Level AA)	Not Applicable	
3.2.3 Consistent Navigation (Level AA)	Not Applicable	One web page
3.2.4 Consistent Identification (Level AA)	Not Applicable	One web page

Criteria	Conformance Level	Remarks and Explanations
3.3.3 Error Suggestion (Level AA)	Not Applicable	No input fields on caption player
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Applicable	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Applicable	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Applicable	
1.2.9 Audio-only (Live) (Level AAA)	Not Applicable	
1.4.6 Contrast (Enhanced) (Level AAA)	Supported	User had control over contrast of text
1.4.7 Low or No Background Audio (Level AAA)	Not Applicable	
1.4.8 Visual Presentation (Level AAA)	Supported	
1.4.9 Images of Text (No Exception) (Level AAA)	Not Applicable	
2.1.3 Keyboard (No Exception) (Level AAA)	Supports	
2.2.3 No Timing (Level AAA)	Not Applicable	
2.2.4 Interruptions (Level AAA)	Not Applicable	

Criteria	Conformance Level	Remarks and Explanations
2.2.5 Re-authenticating (Level AAA)	Not Applicable	
2.3.2 Three Flashes (Level AAA)	Not Applicable	
2.4.8 Location (Level AAA)	Not Applicable	
2.4.9 Link Purpose (Link Only) (Level AAA)	Supported	
2.4.10 Section Headings (Level AAA)	Not Applicable	
3.1.3 Unusual Words (Level AAA)	Does Not Support	
3.1.4 Abbreviations (Level AAA)	Does Not Support	
3.1.5 Reading Level (Level AAA)	Does Not Support	
3.1.6 Pronunciation (Level AAA)	Does Not Support	
3.2.5 Change on Request (Level AAA)	Not Applicable	
3.3.5 Help (Level AAA)	Not supported	
3.3.6 Error Prevention (All) (Level AAA)	Not applicable	

Revised Section 508 Report

Notes:

Chapter 3: [Functional Performance Criteria \(FPC\)](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
302.1 Without Vision	Supports	
302.2 With Limited Vision	Supports	
302.3 Without Perception of Color	Supports	
302.4 Without Hearing	Supports	

Criteria	Conformance Level	Remarks and Explanations
302.5 With Limited Hearing	Supports	
302.6 Without Speech	Supports	
302.7 With Limited Manipulation	Supports	
302.8 With Limited Reach and Strength	Supports	
302.9 With Limited Language, Cognitive, and Learning Abilities	Supports	

Chapter 4: Hardware - Not applicable StreamText is software based

Notes:

Criteria	Conformance Level	Remarks and Explanations
402 Closed Functionality	Heading cell – no response required	Heading cell – no response required
402.1 General	Heading cell – no response required	Heading cell – no response required
402.2 Speech-Output Enabled	Heading cell – no response required	Heading cell – no response required
402.2.1 Information Displayed On-Screen		
402.2.2 Transactional Outputs		
402.2.3 Speech Delivery Type and Coordination		
402.2.4 User Control		
402.2.5 Braille Instructions		
402.3 Volume	Heading cell – no response required	Heading cell – no response required
402.3.1 Private Listening		
402.3.2 Non-private Listening		
402.4 Characters on Display Screens		
402.5 Characters on Variable Message Signs		
403 Biometrics	Heading cell – no response required	Heading cell – no response required
403.1 General		
404 Preservation of Information Provided for Accessibility	Heading cell – no response required	Heading cell – no response required
404.1 General		
405 Privacy	Heading cell – no response required	Heading cell – no response required
405.1 General		
406 Standard Connections	Heading cell – no response required	Heading cell – no response required

Criteria	Conformance Level	Remarks and Explanations
406.1 General		
407 Operable Parts	Heading cell – no response required	Heading cell – no response required
407.2 Contrast		
407.3 Input Controls	Heading cell – no response required	Heading cell – no response required
407.3.1 Tactilely Discernible		
407.3.2 Alphabetic Keys		
407.3.3 Numeric Keys		
407.4 Key Repeat		
407.5 Timed Response		
407.6 Operation		
407.7 Tickets, Fare Cards, and Keycards		
407.8 Reach Height and Depth	Heading cell – no response required	Heading cell – no response required
407.8.1 Vertical Reference Plane		
407.8.1.1 Vertical Plane for Side Reach		
407.8.1.2 Vertical Plane for Forward Reach		
407.8.2 Side Reach		
407.8.2.1 Unobstructed Side Reach		
407.8.2.2 Obstructed Side Reach		
407.8.3 Forward Reach		
407.8.3.1 Unobstructed Forward Reach		
407.8.3.2 Obstructed Forward Reach		
407.8.3.2.1 Operable Part Height for ICT with Obstructed Forward Reach		
407.8.3.2.2 Knee and Toe Space under ICT with Obstructed Forward Reach		
408 Display Screens	Heading cell – no response required	Heading cell – no response required
408.2 Visibility		
408.3 Flashing		
409 Status Indicators	Heading cell – no response required	Heading cell – no response required
409.1 General		
410 Color Coding	Heading cell – no response required	Heading cell – no response required
410.1 General		

Criteria	Conformance Level	Remarks and Explanations
<i>411 Audible Signals</i>	Heading cell – no response required	Heading cell – no response required
411.1 General		
<i>412 ICT with Two-Way Voice Communication</i>	Heading cell – no response required	Heading cell – no response required
412.2 Volume Gain	Heading cell – no response required	Heading cell – no response required
412.2.1 Volume Gain for Wireline Telephones		
412.2.2 Volume Gain for Non-Wireline ICT		
412.3 Interference Reduction and Magnetic Coupling	Heading cell – no response required	Heading cell – no response required
412.3.1 Wireless Handsets		
412.3.2 Wireline Handsets		
412.4 Digital Encoding of Speech		
412.5 Real-Time Text Functionality	Reserved for future	Reserved for future
412.6 Caller ID		
412.7 Video Communication		
412.8 Legacy TTY Support	Heading cell – no response required	Heading cell – no response required
412.8.1 TTY Connectability		
412.8.2 Voice and Hearing Carry Over		
412.8.3 Signal Compatibility		
412.8.4 Voice Mail and Other Messaging Systems		
<i>413 Closed Caption Processing Technologies</i>	Heading cell – no response required	Heading cell – no response required
413.1.1 Decoding and Display of Closed Captions		
413.1.2 Pass-Through of Closed Caption Data		
<i>414 Audio Description Processing Technologies</i>	Heading cell – no response required	Heading cell – no response required
414.1.1 Digital Television Tuners		
414.1.2 Other ICT		
<i>415 User Controls for Captions and Audio Descriptions</i>	Heading cell – no response required	Heading cell – no response required
415.1.1 Caption Controls		
415.1.2 Audio Description Controls		

Chapter 5: [Software](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
501.1 Scope – Incorporation of WCAG 2.0 AA	See WCAG 2.x section	See information in WCAG 2.x section
<u>502 Interoperability with Assistive Technology</u>	Heading cell – no response required	Heading cell – no response required
502.2.1 User Control of Accessibility Features	Supports	
502.2.2 No Disruption of Accessibility Features	Supports	
502.3 Accessibility Services	Heading cell – no response required	Heading cell – no response required
502.3.1 Object Information	Supports	
502.3.2 Modification of Object Information	Supports	
502.3.3 Row, Column, and Headers	Supports	
502.3.4 Values	Supports	
502.3.5 Modification of Values	Supports	
502.3.6 Label Relationships	Supports	
502.3.7 Hierarchical Relationships	Supports	
502.3.8 Text	Supports	
502.3.9 Modification of Text	Not Applicable	
502.3.10 List of Actions	Supports	
502.3.11 Actions on Objects	Supports	
502.3.12 Focus Cursor	Supports	
502.3.13 Modification of Focus Cursor	Supports	
502.3.14 Event Notification	Supports	
502.4 Platform Accessibility Features	Supports	
<u>503 Applications</u>	Heading cell – no response required	Heading cell – no response required
503.2 User Preferences	Supports	
503.3 Alternative User Interfaces	Supports	
503.4 User Controls for Captions and Audio Description	Heading cell – no response required	Heading cell – no response required
503.4.1 Caption Controls	Supports	
503.4.2 Audio Description Controls	Not Applicable	It is a caption player
<u>504 Authoring Tools</u>	Heading cell – no response required	Heading cell – no response required
504.2 Content Creation or Editing (if not authoring tool, enter “not applicable”)	See WCAG 2.x section	See information in WCAG 2.x section
504.2.1 Preservation of Information Provided for Accessibility in Format Conversion	Not Applicable	No editing
504.2.2 PDF Export	Not Applicable	No export of PDF’s

Criteria	Conformance Level	Remarks and Explanations
504.3 Prompts	Not Applicable	Not an authoring tool
504.4 Templates	Not Applicable	Not an authoring tool

Chapter 6: [Support Documentation and Services](#)

Notes:

Criteria	Conformance Level	Remarks and Explanations
601.1 Scope	Heading cell – no response required	Heading cell – no response required
602 Support Documentation	Heading cell – no response required	Heading cell – no response required
602.2 Accessibility and Compatibility Features	Supports	
602.3 Electronic Support Documentation	See WCAG 2.x section	See information in WCAG 2.x section
602.4 Alternate Formats for Non-Electronic Support Documentation	Supports	
603 Support Services	Heading cell – no response required	Heading cell – no response required
603.2 Information on Accessibility and Compatibility Features	Supports	
603.3 Accommodation of Communication Needs	Supports	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

i. Proposer shall demonstrate that all portal interfaces meets ADA Compliant Guidelines as described in Section I – Administrative Information, Sub-section 11 – RFP Policies and Procedures.

ACC is not providing any portal interfaces with our solution; therefore, this requirement is not applicable.

g. Higher Education Cloud Vendor Assessment Tool (HECVAT) for Cloud-Hosted Services

The College requires that any Proposer providing a cloud-hosted service, must complete a full Higher Education Cloud Vendor Assessment Tool (HECVAT). Proposers including a cloud-hosted solution shall complete and submit with their proposal, the HECVAT Full Version which can be accessed through the following link: <https://www.ren-isac.net/public-resources/hecvat.html>

ACC is not providing any cloud-hosted services with our solution; therefore, this requirement is not applicable.

h. Anticipated Issues and Resolutions

Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

ACC's 8 years of continued experience offering these services to SCCC puts us in the best position to support this important endeavor. Our highly skilled and trained Captioners are experts in this space. As with all projects of this nature, it is important that SCCC contracts with a vendor who has the experience and understanding on what risks are associated with this project and how to overcome challenges and potential obstacles, including:

Potential Issue: Unforeseen events (weather, sickness, etc.) that could impact Captioners from being able to attend the scheduled class/event.

ACC Risk Mitigation Approach: ACC's deep and experienced bench of Captioners will ensure SCCC will have the necessary resources at all times throughout the contract. We have skilled and prepared backup Captioners available to jump in and cover on-site as needed. Additionally, our expertise in providing remote services will serve as another backup option on the rare occasion when an on-site Captioner cancels at the last minute due to an unforeseen emergency. In the 8 years providing these services to SCCC, ACC has never not been able to have a Captioner present in the scheduled class/event.

Potential Issue: A student only likes to work with one provider and the schedule does not align with that Captioner's schedule and availability.

ACC Risk Mitigation Approach: In these cases, we will explain to the student that we accommodate as much as we can, but it is not always possible. To help with the transition to a new Captioner, the Captioner will text and/or email the student to introduce themselves and start building the trust and rapport. Once services start, Lisa will reach out to the student personally to make sure their needs are being met for their CART accommodations. In our 8 year history at SCCC we have always been able to meet the students' requests.

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, Contractor's Cost Proposal, annexed hereto.

ATTACHMENT 1
Contractor's Cost Proposal

V. COST PROPOSAL

Respondent shall provide all information it deems necessary to explain or clarify its Cost Proposal. This includes but shall not be limited to:

a. All fees associated with providing services identified under Section III – Scope of Services in the RFP documents, and submit the information under Exhibit 1 – Form of Cost Proposal.

b. Description of payment schedule/structure/due dates

After ACC's Billing/Invoicing Coordinator reviews Captioners invoices and cross references with work assignments, one single monthly invoice is provided to SCCC. Invoices are due 30 days after they have been submitted to and approved by SCCC.

c. Proposers shall clearly detail any minimum billing requirements, as well as any other billing requirements when providing services.

ACC's only billing requirement is a two hour minimum for classes.

d. Any supplementary services beyond the scope of the RFP Services defined in this document that may be available to the College on an elective basis.

ACC would be pleased to offer SCCC On-site and Remote ASL Interpreting Services and CART in 52 languages (additional fees) if needed.

EXHIBIT 1
FORM OF COST PROPOSAL

- a. Billable Hourly Rate for on-site in-person CART Services: \$ 119
- b. Billable Hourly Rate for CART Services pertaining to remote/online courses: \$ 95
- c. Fee for Set-Up/Usage of Website/Streamtext for Remote Courses: \$ 0
- d. Minimum time allotment per class: 2 hr onsite and 1 hour remote hrs
- e. Cancellation Notice Requirement (in hours): 48 hr onsite 24hr remote hrs
- f. Cancellation Fee if Notice is Less than Time Above \$ full class fee

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Communication Access Real-Time Translation (CART) Services, issued April 7, 2022, together with any Addenda thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Contractor's Proposal

Contractor's Proposal, submitted April 29, 2022 in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G