

AMENDMENT NO. 1

WHEREAS, on September 20, 2022 **Suffolk County Community College ("College")** and **Arthur J. Gallagher Risk Management Services, Inc. ("Contractor")** entered into an Agreement wherein Contractor agreed to provide a full range of insurance brokerage and support services including, but not limited to, insurance marketing and placement, insurance renewals and program administration, and claims management and client support services ("**Services**"); and

WHEREAS, the initial term of the Agreement commenced **September 1, 2022** and is due to expire **August 31, 2023** the ("**Original Agreement**"); and

WHEREAS, the College wishes to extend the term of the Original Agreement for a continuation of Services.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Original Agreement shall hereby be extended for an additional one (1) year period **through August 31, 2024**; 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" must be delivered to:

Sara E. Gorton, CPA
Interim 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" 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 for the term of this Amended Agreement.

- 4) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties hereto.

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

Arthur J. Gallagher Risk Management Services, Inc. FID: 36-2102482
Tel.: (914) 697-6032

Suffolk County Community College

By: Louis Walsdorf
Louis Walsdorf
Area Vice President

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

Date: August 11, 2023

Date: 8/30/23

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Alla Brodsky
Alla Brodsky, Esq.
College Deputy General Counsel

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

Date: 8/28/2023

Date: 8/29/2023

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

Arthur J. Gallagher Risk Management Services, Inc. ("Contractor"), a New York corporation having its principal place of business at One Jericho Plaza, Suite 200, Jericho, New York 11753.

The parties hereto desire for Contractor to provide a full range of insurance brokerage and support services including, but not limited to, insurance marketing and placement, insurance renewals and program administration, and claims management and client support services. ("**Services**").

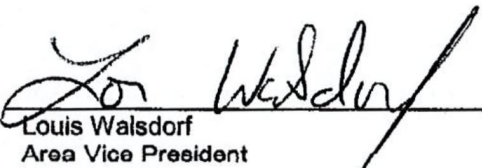
Term of Agreement: September 1, 2022 through August 31, 2023, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

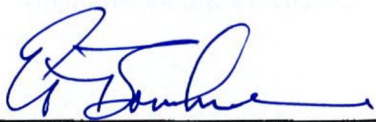
Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.

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.

Arthur J. Gallagher Risk Management Services, Inc. **Suffolk County Community College**
FID: 36-2102482
Tel.: (914) 697-8032

By: 
Louis Walsdorf
Area Vice President

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

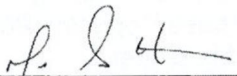
Date: 9/19/22

Date: 9/20/22

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: 9/19/2022

Date: 09.19.2022

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EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on June 9, 2022; and

Whereas, the Contractor submitted a proposal in response to such RFP on July 5, 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 certificate of insurance evidencing the College's 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).

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 a full range of insurance brokerage and support services including, but not limited to, Insurance Marketing and Placement, Insurance Renewals and Program Administration, and Claims Management and Client Support Services, 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

Section III Scope of Work

Consultant shall provide a full range of insurance brokerage and support services including, but not limited to, the following services categorized by function as further defined below:

- Insurance Marketing and Placement
- Insurance Renewals and Program Administration
- Claims Management and Client Support Services

The Consultant shall meet, at a minimum, the following requirements:

- Have access to, and awareness of, all necessary insurance markets, including specialty, excess, wholesale, and non-admitted carriers.
- Have knowledge of capabilities and financial security of insurance carriers.
- Have extensive professional relationships with underwriters at a global, national and regional level.

The College requires full disclosure and transparency of any contingent commissions or other incentives offered to brokers by insurers before the selected broker places any insurance programs on behalf of the College.

I. Brokerage and Insurance Marketing

The Consultant shall provide the following services:

1. Lead a pre-marketing risk assessment and exposure analysis, including providing recommendations for trending increases.
2. Provide marketing recommendations based on analysis and current insurance market conditions.
3. Develop marketing timeline in conjunction with the College to ensure continuity of coverage.
4. Review program specifications prepared by the College and assist with development of same, as requested.
5. Provide a written summary of quotations from insurance carriers, as well as the individual quotations to the College.
6. Analyze market quotations and recommend best-evaluated carriers.

7. Prepare a detailed written report that compares existing coverage with proposed coverage, highlighting any differences, exclusions, sub-limits, etc.
8. Negotiate terms and conditions of coverage and price with underwriters in conjunction with the College.
9. Provide insurance quotations showing premium *net* of any broker/agent commissions.
10. Bind coverage and confirm that policies issued conform to specifications; obtain necessary corrections and/or endorsements, as necessary.
11. Verify that rates and premiums are properly calculated and charged.
12. Invoices must be formatted to show, as separate line-items, the cost of the insurance premium and the broker's commission.

II. Insurance Renewal and Program Administration

1. Insurance Renewals:

- i. Prior to the renewal, the Consultant shall review all existing coverages and provide written recommendations to the College regarding changes in coverage based on such items as gaps in coverage, cost of coverage, etc.
- ii. The Consultant shall prepare and present to the College an unbiased market analysis and forecast by insurance line. Such analysis must include pricing and market trends, availability of coverage, and any changes in the financial stability or rating of incumbent carriers.
- iii. Facilitate completion of applications and gathering of other underwriting data. Check applications for issues, accuracy, and completeness prior to submission to carriers.
- iv. Provide timely preparation and issuance of policy endorsements; review all new policies and endorsements to ensure/confirm accuracy of policy terms and conditions prior to delivery of policies for review and acceptance by the College. The College requires delivery of new or renewal policy information within 90-days of expiration, renewal or policy anniversary dates.
- v. Provide a detailed coverage summary, including premium charges, for the current schedule of insurance.

2. Program Administration:

- i. Provide the College representative with written carrier contracting guidelines including agreement language that will reduce, negate, or void insurability or otherwise limit coverage.

- ii. Review contracts, leases, waivers, or other risk/insurance agreements as requested.
- iii. Analyze experience modifications factors, paid loss billings and retrospective rating adjustments, as required.
- iv. Provide “open item” reports quarterly, or upon request from the Office of Legal Affairs
- v. Submit annual stewardship reports (including benchmarking data) and conduct annual meetings, as requested by the Office of Legal Affairs
- vi. Compare carrier invoices to premium quotes to ensure accuracy.
- vii. Issue certificates of insurance, as requested, preferably through an on-line request process.
- viii. Provide and be readily available to address daily activities associated with this account, including consultation on an as-needed basis.
- ix. Meet with the College representative on a quarterly basis to review broker’s provision of agreement deliverables and to determine plan/schedule to meet gaps in service provision.
- x. Schedule meetings with the College representative and carrier underwriters and account representatives at least once per fiscal year, preferably three to four months prior to any applicable insurance renewals.
- xi. Provide the College representative with underwriter’s applications for review and completion at least 120-days prior to each assigned policy(s) expiration or anniversary date.
- xii. Monitor published information of the College’s insurers and alert the College representative when the status of one or more of those insurers falls below minimum financial guidelines, in particular, if AM Best rating is less than A- status.

III. Claims Management Client Support Services

1. Claims Management

- i. Interface with carriers and advocate for the College.
- ii. Follow all related insurance claims assigned from initial carrier notice to conclusion.
- iii. Provide periodic claim reviews on a semi-annual basis, or as requested the Office of Legal Affairs
- iv. Provide assistance with proof of loss and other documentation.

- v. Assist in resolution of coverage issues, including coverage interpretations, disputes, etc.
- vi. Audit claims as requested.

2. Client Support Services

- i. Manage carrier resources to benefit the College; negotiate annually for necessary services from carriers.
- ii. Recommend carrier resources not currently utilized by the College. For example, on-site training; carrier training; broker seminars/webinars, etc.
- iii. Supplement carrier resources as necessary, including meeting with the College's Office of Legal Affairs and appropriate carrier representatives at least twice annually.
- iv. Suggest and influence the carriers toward more cost-effective solutions to loss prevention recommendations.
- v. Provide exposure identification assistance, as necessary.

IV. Additional Requirements

The College requires that the insurer:

- 1. Be licensed or authorized to conduct business within the State of New York.
- 2. Write insurance on a Per Occurrence basis, unless exceptions apply (for example, Professional Liability is acceptable on a claims-made basis). Any policies quoted on a Claims Made must be specifically brought to the attention of the Office of Legal Affairs.
- 3. Name the Board of Trustees of Suffolk County Community College, a body corporate and its officers, employees, agents, and volunteers as Additional Insureds (ISO Form CG 2010, 1997 Edition or equivalent) on all Liability policies (exception: Worker's Compensation or Professional Liability policies) by way of endorsement to the applicable policies.
- 4. Provide a minimum of thirty (30) days advance written notification of cancellation or non-renewal of policies required under the applicable Agreement. Note: applicable policies are to be endorsed as to this requirement; a statement on the CAO that the insurer "will endeavor to provide thirty (30) days' notice" is not sufficient.
- 5. Provide, within thirty (30) days of binding coverage, completed Certificate of Insurance (COI) containing the following information:
 - i. Name and address of agent, phone number, and fax number

- ii. Name of insurance company(ies) and policy number(s)
- iii. Policy period
- iv. Name and address of insured
- v. Description of coverage(s)
- vi. Name/Number of Project
- vii. Policy limits
- viii. Special instructions or terms of coverage (College as Additional Insured; Waivers of Subrogation)
- ix. Suffolk County Community College listed as the certificate holder
- x. Signature of the insurer's agent or representative and date

6. Provide a renewal certificate to the College at least fifteen (15) days prior to expiration.

Further, all policies of Broker's insurance shall be endorsed to indicate that policies:

1. Are on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the College.
2. Name the Board of Trustees of Suffolk County Community College, a body corporate and its officers, employees, agents, and volunteers as Additional Insureds (ISO Form CG 2010, 1997 Edition or equivalent) on all Liability policies (exception: Worker's Compensation or Professional Liability policies).
3. Include a Waiver of Subrogation Clause (Worker's Compensation)
4. Include a Separation of Insureds Clause (Cross Liability)
5. Not be non-renewed, cancelled or materially changed or altered unless thirty (30) days advance written notice via certified mail is provided to Suffolk County Community College.

EXHIBIT A – INSURANCE SUMMARY

INSURANCE CATEGORY	SPECIFIC COVERAGE	LIMITS
Board of Trustees and Officers Liability Insurance	Losses and damages incurred during the course of appointment, including but not limited to, breach of duty/neglect, libel and slander, defense costs, judgements, etc.	\$3,000,000
Medical and Professional Liability	Damages and losses to property, harm or injury to others, and other liability incurred during the course of student internships, externships, work-study, and other official programs.	\$3,000,000
Small Museum Collection and Temporary Loans	Damage to, or the destruction of, collections, including those on-loan and whilst in-transit worldwide.	\$350,000
Cybersecurity	SUNY-sponsored program to protect member institutions against damages and losses, including but not limited to notification services remediation, forensic investigations, etc. resultant from cyber-attacks (i.e., breaches).	\$3,000,000

End of text for Section III

IV. TECHNICAL PROPOSAL

a) 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. 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.
- 2) Identify the staffing and time commitment required on the College's side.
- 3) Describe the level of continual two-way communication you will maintain with College administrators.
- 4) Discuss any specific or special qualifications.

As summarized below, Gallagher understands the Project Requirements, Management Techniques, and Approaches when it comes to providing insurance consulting services.

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.

Delivering Comprehensive Solutions

CORE360 is Gallagher's comprehensive approach to evaluating your risk management program. Using this method, Gallagher can understand all actual and potential costs, provide actionable advice, and deliver world-class service. Our ultimate goal is to accurately forecast the College's Total Cost of Risk in ways other brokers simply cannot do – and that's what we plan to do for you.

The intent of our CORE360 approach is to help clients execute three critical objectives:

1. Determine your optimal risk management program
2. Minimize your Total Cost of Risk
3. Improve your profitability

A breakdown of our services is best defined through our trademarked CORE360 process:



Insurance Premiums: Gallagher does not source out marketing of renewal programs. Louis Walsdorf, Sheila Maher as Client Service Manager, and Denise Mitchell as our cyber specialist are part of the College's dedicated account management team. They handle all renewal negotiations and work tirelessly to ensure that carrier placements best reflect the College's goals of obtaining the most comprehensive insurance program and the most affordable price.



Program Structure: Often insurance programs simply "roll over" without consideration for unique structures like higher deductibles. As a part of our annual strategy, Gallagher will discuss the structure of the insurance program with the College and any changes that may be needed.



Coverage Gaps: As the insurance market evolves and society changes, the potential for a coverage gap increases. Gallagher is transparent about insurance coverage (both advantages and disadvantages) and aligns the strategy surrounding insurance and risk management to ensure the College's concerns are addressed and risk transferred via an insurance product.



Uninsured/Uninsurable Losses: While insurance policies are robust and respond to many difficult situations, they do not address all potential losses an organization like the College could suffer. Items like reputational risk, political risk, etc. are difficult to value and insure. Various tools and resources Gallagher can equip the College with will allow your organization to identify major concerns and build out strategy around addressing the exposure (both via insurance offerings and other strategies/concepts).



Loss Prevention/Claims Advocacy: Claims are where the rubber meets the road in our business. Understanding how complex insurance policy language is and how challenging insurance carriers can make the claims response process, Gallagher has an entire team of claims experts there to assist clients. From claims reporting to adjustor oversight and everything in between, the College can be assured that all complex claims matters will be assigned to an expert to take the stress and responsibility off of their team.



Contractual Liability: While we are not attorneys or legal advisors, our team does assist and make recommendations on contractual risk transfer. As the legal environment worsens, implementing strong and favorable written agreements becomes more important. Gallagher's team can review key contracts from an insurance perspective and make recommendations on subcontractor/vendor management to equip the College with the resources needed to protect your assets.



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

Client Communications & Service Plan

Louis Walsdorf and the Gallagher team are always available to the College as needed. The time commitment and staffing required by the college is based on our insurance meetings, reviewing and completing applications, and any additional needs of the college. Below are some of the meetings we like to schedule that can provide the College with an overview of their time commitment.

MEETINGS

Type of Meeting	Description/Purpose	Frequency
Stewardship/CORE360 Strategic Review	<ol style="list-style-type: none"> Set goals for the upcoming year Discuss marketing and expectations for the upcoming program renewal Update from the College Set renewal timeline 	90 days before each renewal policy.

Type of Meeting	Description/Purpose	Frequency
Pre-Renewal Meeting/Call	<ol style="list-style-type: none"> 1. Update on quotes received 2. Update of progress of proposal completion 	As needed for each renewal policy
Renewal Presentation/CORE360 Executive Summary	<ol style="list-style-type: none"> 1. Insurance renewal proposal meeting 	Once a year
Post-Renewal Stewardship Meeting	<ol style="list-style-type: none"> 1. Summary of the achievements of goals 2. Updated program chart 	Once a year after renewal
Claims review	<ol style="list-style-type: none"> 1. Discuss any open and recently closed claims 	Review any claim history before each renewal and during the year for any claims that need to be discussed.
Risk Management	<ol style="list-style-type: none"> 1. Analyze and review emerging risks facing the College and provide goals & solutions 	At renewal and when needed

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

As we have stated above, your Gallagher team will always be available by email or phone and through in person or video sessions for meetings. We will promptly respond to your emails or phone calls and provide any information needed.

CORE360® Stewardship Reports

Stewardship meetings are designed for one purpose – open, clear communication between the risk manager and the broker. As always, we will strive to provide you with the best service and will continue building a mutual relationship and having an open dialogue of communication.

Gallagher’s stewardship process uses CORE360 to analyze how we’ve managed your total cost of risk and focus on the core areas of account management, marketing and risk control and claims support. Reports are also customized around your annual objectives, and may include:

1. Trend analysis
2. Targeted benchmarking
3. Emerging risk analysis
4. Loss projections/stratifications
5. Broker engagement & communication evaluation

During our annual strategic review meeting which occurs 4-5 months prior to the renewal date, we review:

1. The results under each of the six major cost drivers for the previous renewal (premium, uninsured/uninsurable exposures, coverage gaps, program structure, contractual liability, loss control and claims).
2. We identify anticipated changes in the marketplace which may affect the College’s renewal.
3. We discuss new exposures, changes in operations and trends in the higher education niche to identify any new exposures the College may have and not realize.
4. We provide you with the renewal requirements and a timeline for completion.
5. We provide you with a renewal strategy based on the current state of the market and discussions with the College’s current carriers.
6. We review your claim history.
7. We provide you a renewal timeline.

4) Discuss any specific or special qualifications.

Educational Resources

We Support Higher Education Through:

1. Hosting monthly educational webinars
2. Frequently publishing market update reports, whitepapers, and other thought leadership
3. Hosting peer institutional discussions, including a biannual community college risk management consortium
4. Hosting think tanks that explore key risks facing higher education and proactive steps to respond
5. Actively supporting higher education associations and conferences, including URMIA, AGB, NACUA, NACUBO, and regional CUBOs, ABACC, and others
6. Largest broker of student health solutions in the U.S.
7. United Educators' largest trading partner

FEATURES OF OUR HIGHER EDUCATION PRACTICE

Carrier relationships — We have strong carrier relationships with all the insurance markets writing insurance for the not-for-profit post-secondary educational market. This will allow us the ability to structure the most competitive coverage terms for the College. Gallagher is United Educators' largest broker, and we have three members on their Broker Advisory Committee.

Professional memberships — As members of the University Risk Management and Insurance Association (URMIA) and other higher education associations like the Central Association of College and University Business Officers (NACUBO), we attend regional and national meetings where we learn of new ideas, trends, and solutions. We will share these with the College, as well as ideas and information learned from our clients.

URMIA Conference — Not only do we attend and participate in URMIA's annual conference, but we attend URMIA regional conferences as well. Our attendance in URMIA educational sessions are briefly summarized and shared with Gallagher via our Chatter feature within our CRM platform.



Thought Leadership — An outstanding risk management partner should spend as much time thinking about innovative ways to address risk management challenges, learning about the risks, issues and opportunities facing higher education, and then sharing that insight with others. Gallagher takes this part of its job very seriously, through think tanks, white papers, benchmarking studies, national seminars, and other areas of thought leadership.

Think Tanks — Annually, Gallagher's Higher Education Practice invites leading higher education experts to participate in Think Tanks devoted to managing the risks of colleges and universities. Teams have included directors of risk management, international educators, healthcare professionals, legal counsel, foreign affairs representatives, and business officers from around the country. Recent topics include:

1. Student Health: The Hidden Mission of Colleges and Universities
2. Natural Catastrophes: A Campus Risk Manager's Guide to Planning, Response and Recovery
3. Managing the Risk of Minors on Campus
4. Collaborative Risk Management: "Risk Management" vs. "Managing Risk"
5. "What I Wish I'd Known When I Started" Advice from Risk Managers
6. Infectious Disease Emergency Protocol for Colleges and Universities
7. The Cost of Reputation – Proactive Stats for Protecting Your Brand

As a Gallagher client, you will have the opportunity to participate in these Think Tanks and receive the whitepapers produced from these meetings. Our clients can receive publications addressing hot topics and relevant issues unique to managing higher educational risks.



WEBINARS

Gallagher hosts webinars covering a wide range of topics across risk and health to help you increase your organizational resiliency. These webinars are designed to provide solutions that support the goals of your institution. Webinar replays can be watched on-demand at any time. For more information on the series, please visit: <https://www.ajg.com/us/higher-education-webinar-series/#replay>

<p>WEBINAR Does Cyber Coverage Still Make Sense? March 10, 2022</p>	<p>Higher Education and Cyber experts from Gallagher and RiskVersity have an in-depth discussion of cyber insurance trends, and gain the knowledge you need to tailor more successful risk management strategies.</p>
<p>WEBINAR Student Health Market Update January 26 & February 2, 2022</p>	<p>The impact COVID-19 will have on the future of student healthcare insurance; Provides listeners with insight into how the risk management challenges will impact campus health services, international travel, athletics and more</p>
<p>WEBINAR Property and Casualty Market Update January 26, 2022</p>	<p>Gallagher's Higher Education experts to discuss the unique circumstances institutions are facing, and how to align insurance products, risk management activities and institutional operations</p>
<p>WEBINAR Protecting Critical Infrastructure from Lurking Cyber Threats September 22, 2021</p>	<p>Gallagher's Cyber Risk practice shared insight into industrial control systems and collaborating with your third-party vendors to improve cybersecurity.</p>
<p>WEBINAR Property and Casualty 7.1 Debrief August 5, 2021</p>	<p>Our Higher Education team is breaking down the top risk management and insurance marketplace trends, concerns, and coverage considerations following July 1 renewals.</p>
<p>WEBINAR Top Underwriting Concerns for Cyber Renewals July 20, 2021</p>	<p>Gallagher's Cyber Risk practice discussed how to obtain optimal cyber insurance coverage while minimizing rate increases.</p>
<p>CONFERENCE Community College Risk Management Consortium July 20-22, 2021</p>	<p>Gallagher hosts a bi-annual Community College Risk Management Consortium to provide community colleges with relevant insights on emerging risk management topics.</p>
<p>WEBINAR International Coverage: Challenges, Collaboration & Communication June 9, 2021</p>	<p>In this webinar, we explored the top risk management concerns and coverage considerations for institutions considering the resumption of international travel.</p>
<p>WEBINAR The Urgent Need for Supply Chain Cybersecurity May 19, 2021</p>	<p>Gallagher's Cyber Risk practice shared strategies to help you collaborate with companies in your supply chain to improve cybersecurity, as well as which cyber insurance solutions can help transfer this growing risk.</p>
<p>WEBINAR State of Cyber Insurance: A Global Perspective April 7, 2021</p>	<p>Gallagher's Cyber Risk practice discussed the rapidly changing global cyber insurance market.</p>
<p>WEBINAR COVID-19 Vaccine: Exploring Risks, Liabilities and Mitigation Strategies for Higher Education March 17, 2021</p>	<p>In this webinar, we discuss how institutions acting as a distribution point for the COVID-19 vaccine can implement effective risk management strategies to mitigate exposure on campus.</p>
<p>WEBINAR Emerging Cyber Risk: Biometrics February 17, 2021</p>	<p>Gallagher's Cyber Risk practice explored the latest ways biometric information is being used and the emerging technology that can be deployed to protect it.</p>
<p>WEBINAR Higher Education Market Update: Student Health February 3, 2021</p>	<p>Gallagher's Student Health team reviewed the current student health and special risk market trajectory and the factors influencing financial constraints on institution.</p>
<p>WEBINAR Higher Education Market Update: Property & Casualty January 27, 2021</p>	<p>Gallagher's Higher Education team discussed the unique circumstances institutions are facing, and how to align insurance products, risk management activities, and institutional operations for future success.</p>
<p>WEBINAR The Top Cyber Risks for the Board of Directors January 20, 2021</p>	<p>Gallagher's Cyber Risk practice discussed factors influencing the rise in cyber security risk for boards of directors.</p>

b) Understanding of System Requirements and Submission of VPAT

n/a

c) Higher Education Cloud Vendor Assessment Tool (HECVAT – Full Version)(applicable for Cloud Computing Software)

n/a

d) Anticipated Issues and Resolution

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

Gallagher does not anticipate any issues when performing the services required in this RFP. However, the Cyber Marker has been extremely volatile, and as a result there have been significant premium increases and coverage changes on these policies. Since the College's Cyber policy recently renewed, we cannot forecast how the companies may change coverages and/or premiums next year.

We also provide our clients with our Quality Assurance Program so if there are any issues that come along we have a checks and balance process through quality assurance.

QUALITY ASSURANCE PROGRAM

Our commitment to excellence with quality customer service is driven by our insurance professionals with a specific targeted action plan established for each client. Gallagher utilizes several tools designed to offer significant "checks" and procedures that ensure and enhance the overall quality of the program and service delivered to our clients. These range from internal procedures to many of the aspects of the CORE360® process. Taken in their entirety, these tools encompass the full extent of the Gallagher Quality Assurance Program.

Some of the basic components of the service action plan include the following examples with a process to define, measure, and audit the plan.

- Pre-renewal strategy meetings 4-5 months prior to the policy expiration date.
- Request for renewal information 2-3 months prior to the policy expiration date, tracked by the account executive/account manager.
- Once quotes are obtained, proposals will be submitted and discussed.

Your Gallagher service team continuously works to understand the ever-changing needs of your operations, while also looking at market conditions and planning for your future. Gallagher's expertise spans across the entire Public Entity industry and leverages data and analytics tools to create the right program for you today while helping you plan for a stronger tomorrow.

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

V. COST PROPOSAL

a. Proposers should detail their cost proposal on the most favorable terms available, including any travel costs and other expenses. Include broker service compensation on the basis of (1) fee for service, or (2) commission. If compensation is commission based, provide detailed commission structure in the proposal.

Gallagher is paid standard and customary insurance brokerage commissions by the insurance carriers. The commission is based on the policy premium, not including any surplus lines taxes or fees when the coverage is placed with a surplus lines carrier. We do not charge for any other fees for travel costs or other expenses.

Gallagher's commission is shown below and does not include any wholesale broker's commissions or fees:

- Professional/General Liability policy - The current premium is \$40,434 plus taxes and fees of \$1,524.36. The commission is 10% of \$40,434 or \$4,034.40.
- Directors and Officers Liability policy - The current premium is \$41,480. Our commission is 10% of 41,480 or \$4,148.
- Cyber Liability policy - The current premium is \$71,750 plus taxes and fees of \$2,704.98. Our commission is 15% of \$71,750 or \$10,762.50.
- Fine Arts Policy - The current premium is \$500. Our commission is 20% of \$500 or \$100.

b. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal.

COMPENSATION PHILOSOPHY

Gallagher is 100% transparent when it comes to compensation arrangements. All revenue earned by Gallagher and its affiliates is disclosed to you. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission if any.

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Insurance Brokerage Services, issued June 9, 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 July 5, 2022 in response to the College's RFP, is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G