

**SUFFOLK COUNTY COMMUNITY COLLEGE  
AGREEMENT**

TO: Sean Hopwood  
President  
Day Translations, Inc. (“**Contractor**”)  
6005 El Dorado Drive  
Tampa, FL 33615

FROM: Mark D. Harris, DBA  
Vice President for Business and Financial Affairs  
Suffolk County Community College (“**College**”)  
533 College Road  
Selden, NY 11784-2899

RE: Agreement for the Contractor to provide translation services of various types of documents from English to Latin American Spanish, in accordance with the bid terms, conditions and specifications, as more fully described in **Attachment A**, annexed hereto (“**Services**”).

TERM: **February 1, 2023 through January 31, 2024**, with two (2) additional one-year renewal options to be exercised at the College’s sole and absolute discretion.

COST: Shall be as set forth in **Attachment B**, annexed hereto.

1. The costs specified in Attachment B constitute the full obligation of the College for the document translation services, as specified in Attachment A, annexed hereto and made a part of this Agreement.
2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation.
3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.
4. It is expressly agreed that Contractor’s status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor shall be considered an employee of the College or the County of Suffolk for any purpose.
5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Contractor to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.
6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

7. It is understood that this instrument represents the entire Agreement; that all previous understandings are merged herein, and that no modifications shall be valid unless so amended by mutual written agreement.
8. Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or of 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 Contractor has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
9. Contractor represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agrees to file an updated statement with the said Comptroller on or before the 31<sup>st</sup> day of January in each year of the Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.
10. The Contractor agrees that it shall protect, indemnify and hold harmless the College and its 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 its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College'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.
11. **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](http://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](mailto: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](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

12. **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).

13. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, policies of insurance, as follows:

- a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence, **naming Suffolk County Community College and The County of Suffolk as additional insureds**; and
- b. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law section 108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this license for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.


If the above terms and conditions are acceptable, please sign where indicated and return by email as soon as possible to Kathryn S. Mattia [mattiak@sunysuffolk.edu](mailto:mattiak@sunysuffolk.edu) Suffolk County Community College, 533 College Road, Selden, New York 11784.

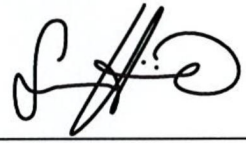
**SUFFOLK COUNTY COMMUNITY COLLEGE**

Approved:  Date: 02.09.2023  
Mark D. Harris, DBA  
Vice President for Business and Financial Affairs

**APPROVED AS TO LEGALITY  
Suffolk County Community College**

**Day Translations, Inc.**  
FID # 271885132  
Tel.: 800-969-6853

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

  
By: Sean Hopwood  
President

Date: 2/9/2023

Date: February 10, 2023

**ATTACHMENT A**  
**BID TERMS AND CONDITIONS**

1. The following conditions apply to this bid: (a) Late Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. (b) Bids must be received by the Procurement Office on or before the specified bid opening date and time. (c) Prices **MUST** be inserted with typewriter or ink. Entries with white-out or cross-outs **MUST** be initialed or that entry may be disqualified. (d) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (e) Bidders should retain one (1) copy of bid forms and applicable attachments.
2. Bidder declares that the bid is made without any connection with any other Bidder submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
3. **INDEPENDENT CONTRACTOR** The Contractor is an independent contractor of the College or County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself, or herself out as a College or County employee or Person with the authority to commit the College or County to any obligation. As used in any Agreement awarded as a result of this bid the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
4. **BIDDERS' EXCEPTIONS** Bidders may take exception to paragraphs of this bid under a separate cover letter to be attached to this bid, indicating specific bid page, paragraph, and the exception(s). The Director will consider whether or not to accept a Bidder's exception(s). In any event, the decision of the Director will be final.
5. **DETAILED SPECIFICATIONS** Proposals submitted hereunder shall be in accordance with detailed specifications set forth on bid pages or as attached and made part hereof.
6. The College reserves the right to cancel this solicitation and reject any and all offers, when it is in the public interest to do so.
7. **COLLEGE SEXUAL HARASSMENT POLICY:** Bidder's are advised that the College's Sexual Harassment Policy can be accessed using the following link: <https://www.sunysuffolk.edu/legalaffairs/documents/equal-opportunity-anti-discrimination-policy.pdf>

**End of Section I**

## **SECTION II**

### **BID REQUIREMENTS**

1. **Intent:**

Suffolk County Community College requires the services of a reliable, experienced, and qualified firm to provide translation services at the College to translate various types of documents from English to Latin American Spanish.

2. **Bid Submission Instructions:**

Bids are due by the bid submission due date and time of **February 1, 2023 at 2:00 PM**. **The College retains the right to reject late bids.**

Bid can be submitted by one of the following methods:

- Emailed to [menons@sunysuffolk.edu](mailto:menons@sunysuffolk.edu)
- Mailed to the following address:

Suffolk County Community College  
Procurement Office  
533 College Road  
Selden, NY 11784

- Dropped off in the drop box set up to receive bids

Instructions for drop-off and overnight mailing are provided below. **Bid envelope must reference the Name and Address of Bidder, Bid Number, Title, and Bid Opening Date and Time.**

#### **DROP BOX SUBMISSION**

The College has set up a drop box by the Public Safety Booth for the purpose of physically dropping off bid submissions. The Public Safety Booth is located at the College entrance off College Road on Washington Ave. **All bids being physically dropped off shall be submitted by 11:00 AM to this drop-box.** If the Contractor is waiting on line at 11:00 AM to drop off their bid, the Contractor will be allowed to drop off the bid. If Contractor is not on line as of 11:00 AM and a bid is brought for drop-off after this time, it will be strictly rejected without exception.

Upon arrival at the College, bidder shall approach the Public Safety Booth at the bid drop off checkpoint, and drop the bid in the box.

#### **OVERNIGHT DELIVERY**

Alternatively, Contractors are welcome to send the bid in using overnight mail. Please note that overnight delivery service carriers have different schedules when coming on Campus, as do the College's mailroom services. Below are the timelines in which overnight deliveries are made to the College's mailroom by various carriers:

FedEx:     **10:30 AM** for Priority Packages  
              3:00 PM for Standard Overnight Packages

UPS:        There is no scheduled delivery time. However, the carrier offers next day overnight shipping for **10:30 AM** or 12:00 PM.

USPS: The Post Office does not make deliveries to the College. The College's mailroom staff makes two pickups per day, at **7:00 AM** and **3:00 PM**, to collect mail and deliveries from the Post Office.

**Please ensure bids that are mailed, are done so in sufficient time to reach the College's mailroom, undergo processing, and then be delivered to the Procurement Office by the bid submission due date and time. The College will not be responsible for bid packages that are misdirected due to above-indicated information missing from the bid mailing envelope, resulting in bids not being received by the Procurement Office in a timely fashion.**

3. **Award:**

The College reserves the right to accept or reject any and all bids. Award, if any, will be made to the responsive and responsible lowest Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Total Bid Price. If the College determines that the bid prices submitted under any of the categories below are unbalanced, the College reserves the right to deem the bid non-responsive. The award will be in the form of a contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

4. **Term of Agreement:**

Period covered shall be for one (1) year from the date of an award with two (2) one-year renewal options to be exercised at the College's sole and absolute discretion. The terms of each option shall be as mutually agreed upon by both parties.

5. **Prices:**

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

6. **Payment Terms:**

For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to:

Suffolk County Community College,  
Accounts Payable Department  
Attn: Sal Arnold  
PO Box 2280  
Selden, NY 11784

Invoices can also be emailed to [cboap@sunysuffolk.edu](mailto:cboap@sunysuffolk.edu). Payment will be made within thirty (30) days after approval of invoice by the College. Invoice must reference the purchase order number and be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and prices. Cash discount terms, where applicable, must be indicated on the invoice. By submitting an invoice, Contractor certifies that all items or services were delivered or rendered as set forth on the invoice; that the prices charged are in accordance with the referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County/College is exempt are included. Incomplete invoices will be returned to the Contractor unpaid.

7. **Deficient Service Procedure:**

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the College shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction.

8. **Disclaimer:**

The contract executed as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period. The Model Agreement is attached hereto in Section IV and is made part hereof the Solicitation Documents. The contract is non-exclusive and the College is not bound to request any service.

9. **E-Procurement:**

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

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

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

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

10. **Specifications:**

Contractor shall provide translation services to the College, by which Contractor shall translate various types of documents from English to Latin American Spanish.

I. **MINIMUM REQUIREMENTS**

1. Contractor shall have been in business for the past 5 years providing similar services as identified herein.

II. **SERVICES**

Contractor shall provide services on an as-needed basis. Contractor shall respond to the College's inquiries and/or outreach within twenty-four (24) hours.

The types of documents to be translated include, but are not limited to:

- Letters
- Flyers
- Brochures
- Books
- Posters
- Certificates



**Translation Services Requirements:**

- The name of the College, Suffolk County Community College or SUNY Suffolk, shall always remain in English.
- Contractor shall translate from English to Latin American Spanish.
- English to Spanish proofreading: stylistic preference for easier readability and understanding, middle school level translation. The Contractor shall advise the College of more appropriate or colloquial translation for wording that does not easily translate into Latin American Spanish on a word-by-word basis. For instance, "We Belong Here" has been translated into "Siéntete En Casa."
- All files provided by the College to the Contractor will be in one or more of the following formats: Adobe InDesign, Adobe Illustrator, and/or Adobe Acrobat pdf, whichever is agreed upon after contract execution. The files, including any necessary high resolution images, will be sent through a link or attachment via email, or depending on the size of the file(s), in a drop box.
- Contractor shall provide the translated files to the College in one of the following formats: 1) Adobe In-Design; 2) Adobe Illustrator; 3) Adobe Acrobat, and/or 4) in any combination thereof, as agreed upon with the requesting department.
- Contractor shall ensure that the formatting and orientation in the translated file match the formatting and orientation in the original file. The translated file shall be submitted to the College as an exact replica of the original file with the translated wording, and shall match the formatting, images and image quality of the original file.
- Image resolution of the translated material shall be, at a minimum, 300 pixels per square inch.
- Desktop Publishing (DTP) shall be required on documents or certificates that have images or require heavy formatting. By using DTP, Contractor shall ensure that the design and formatting of the original file is maintained to create a mirror-image replica in the translated file. This includes but is not limited to, formatting of text and images, placement of text, and image quality.
- Turnaround time for translated material shall be three (3) to four (4) business days from when the College sends the material to the Contractor. Should the Contractor not be able to complete the services within this timeframe, the Contractor shall immediately notify the requesting Department, and work to schedule a reasonable and acceptable timeframe by which the translation will be submitted to the requesting Department.

The College may periodically update material in the original English language on files for which Contractor has previously provided translation. In such instances, to identify the areas where updates were made and for DTP service, the College will provide the Contractor the native files, which may predominantly be in InDesign, to allow the Contractor to identify the differences easily, and to calculate the word count on the updated areas. Contractor shall charge the College for those updated translations based on word count.

The annual expenditure under this contract shall not exceed \$20,000.

**A. GENERAL REQUIREMENTS:**

The Contractor shall provide the College with the name and contact information of the Contractor's staff who will be servicing the College's account. In addition, Contractor shall provide an emergency phone number for the College to use in the event of any unanticipated services.

Cost estimates for translations shall be prepared in a manner consistent with the pricing structure of the contract, and shall be submitted to the College at no additional cost. Cost estimates shall include but not be limited to the following:

- cost per word for the specific translation request
- cost per page for the specific translation request
- cost per page for DTP services if applicable for the specific translation request

Submission of a cost estimate does not guarantee that College will move forward with the translation services.

If the College moves forward with the service, compensation will be based on rates reflected in Section III – Bid Price. At the time a document is being assigned to the Contractor for translation services, compensation for the specific assignment will be evaluated based on the cost per word and the cost per page. Contractor will be compensated based on the lowest cost method for that particular translation request. Contractor shall utilize the Cost per Page for DTP for jobs that require DTP services. This cost shall be in addition to the cost per word or cost per page for the translation services, as stipulated in this paragraph.

When submitting requests for payment, any and all invoices must be accompanied by the information identified below.

- The Purchase Order number under which work was being performed;
- Description of the actual work that was completed;
- Number of pages translated with the cost per page and the total; or
- Number of words translated with the cost per word and the total;
- Number of pages and cost per page for Desktop Publishing services.

Under this contract, subcontracting is not permitted.

The award of the contract to the successful bidder does not grant the Contractor exclusive rights to all jobs. The College reserves the right to bid separately any job if it is determined to be in the College's best interest. If such a situation arises, the contracted vendor has the right to bid on all such jobs.

11. **Site Visit:**

NA

12. **COVID-19 Safety Protocols**

The Bidder awarded the contract 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 Section II**

**End of Text for Attachment A**

**ATTACHMENT B**  
**COST**

Contractor shall submit and indicate that the following information has been submitted with its bid:

- (1)  Documentation demonstrating bidder’s relevant experience for a minimum of five (5) years.
- (2)  The name and contact information of the primary contact who shall be the contract liaison with the College.

After contract award, at the time a document is being assigned to the Contractor for translation services, compensation for the specific assignment will be evaluated based on the cost per word and the cost per page. Contractor will be compensated based on the lowest cost method for that particular translation request. Contractor shall utilize the Cost per Page for DTP for jobs that require DTP services. This cost shall be in addition to the cost per word or cost per page for the translation services, as stipulated in this paragraph.

**Please note that pricing for all line items must be filled in. Failure to do so may deem the bid invalid and ineligible for award.**

**If the College determines that the bid prices submitted under any of the categories below are unbalanced, the College reserves the right to deem the bid non-responsive.**

	DESCRIPTION	Estimated Quantity	COST
<b>LOT 1</b>	Translation of Document from English	6,213 Words	\$ 0.12 / English Word
<b>LOT 2</b>	Translation of Document from English	18 Pages	\$ 40.80 /Page

**Note: For LOT 2, we have assumed 340 English words per page.**

<b>Desktop Publishing Rates</b>				
<b>List of Items</b>	<b>Price Per Page</b>			
	<b>1-10 Pages</b>	<b>11-30 Pages</b>	<b>31-60 Pages</b>	<b>More than 60 Pages</b>
Indesign (editable)	\$ 15.00	\$ 12.00	\$ 10.00	\$ 8.00
Indesign (recreate)	\$ 25.00	\$ 20.00	\$ 18.00	\$ 15.00
Publisher (recreate)	\$ 25.00	\$ 20.00	\$ 18.00	\$ 15.00
Power Point per slide (recreate or non- editable graphs)	\$ 15.00	\$ 12.00	\$ 10.00	\$ 8.00
Scanned images and Pdfs (recreate)	\$ 25.00	\$ 20.00	\$ 18.00	\$ 15.00

**Notes for Desktop Publishing**

- 1) The TAT would be 10 pages per day for jobs that include mostly text and if the design repeats itself on each page, if editable is provided.
- 2) The TAT would be 5 pages per day for jobs that include highly complex formatting such as maps, brochures, product brochures.

**End of Text for Attachment B**