

**AGREEMENT**

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

**Interact Communications ("Consultant")**, a Wisconsin partnership authorized to do business in the State of New York having a principal place of business at 504 Main Street, Floor 3, La Crosse, WI 54601.

The parties hereto desire for Consultant to provide to the College consulting services in connection with Secret Shopper services, as more particularly described in Exhibit A hereto ("**Services**").

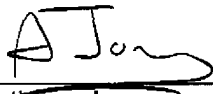
**Term of Agreement:** July 10, 2023 through January 9, 2024, with no additional renewals authorized.

**Total Cost of Agreement:** As set forth in Exhibit B, attached hereto and incorporated herein.

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

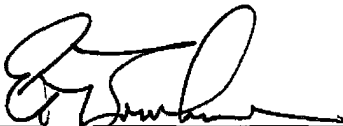
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the latest date written below.

**Interact Communications**  
Fed. Tax ID # 39-1879515  
Tel.: 760-899-0041

By:   
Anthony Jones  
Vice President of Operations

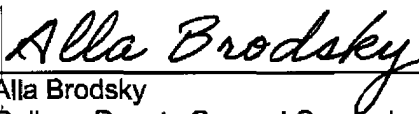
Date: \_\_\_\_\_

**Suffolk County Community College**

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

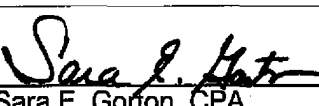
Date: 7/12/23

**Approved as to Legality:  
Suffolk County Community College**

By:   
Alla Brodsky  
College Deputy General Counsel

Date: 7/12/2023

**Approved:  
Suffolk County Community College**

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

Date: 7/12/23

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**EXHIBIT A  
Description of Services**

Consultant shall provide the College with Secret Shopper Consulting Services in connection with an assessment of the recruitment and enrollment processes, in accordance with and more fully described in RFP R23-004 (including, but not limited to, Section III-Scope of Work), Consultant's Proposal, and College's Travel Standards, annexed hereto as Attachments 1, 2, and 3, respectively. Consultant's Response to RFP R23-004, in its entirety, is incorporated into this Agreement by reference.

**Exhibit A, Attachment 1  
Scope of Work**

The purpose of this agreement is to assess the recruitment and enrollment processes in order to improve the student experience. Consultant shall provide these services during the month of July 2023, and submit a comprehensive report to the College by the end of August 2023. Consultant shall be required to conduct Secret Shopper Services at each of the three College campuses for inquiries through application using the following approaches:

1. **Phone Inquiry Assessment:** Consultant shall call the overall College line (not individual departments) up to 10 times throughout a period of one week at key times during the workday. After each call, the Consultant's Secret Shoppers shall complete a scoring rubric for each call to assess the College's call center and applicable departments. The College reserves the right to review, edit and/or approve the questionnaires and rubrics developed by the Consultant.
2. **Online Inquiry Assessment:** Consultant's Secret Shoppers shall submit chat inquiries and/or contact forms and send emails to up to five student-facing email addresses (meaning they are published on the website as emails for students to contact) to assess response time. This assessment will provide information on how successful the chat and forms are in answering students' questions and inquiries in a manner consistent with student expectations.
3. **Adult Walk-In Assessment:** Consultant shall send an adult, bilingual Secret Shopper acting as a potential student to all 3 College campuses to conduct a walk-in secret shopper assessment. The Secret Shopper shall visit 2-3 key departments for more information about the College. In addition, the Secret Shopper shall attempt to schedule and complete a tour of each of the campuses. One of the walk-in visits shall be exclusively from the perspective of a Spanish-speaking, adult student.
4. **Application Process:** Consultant shall complete the College's application process as two student personas:
  1. Traditional student (18-20)
  2. Adult (24-35)

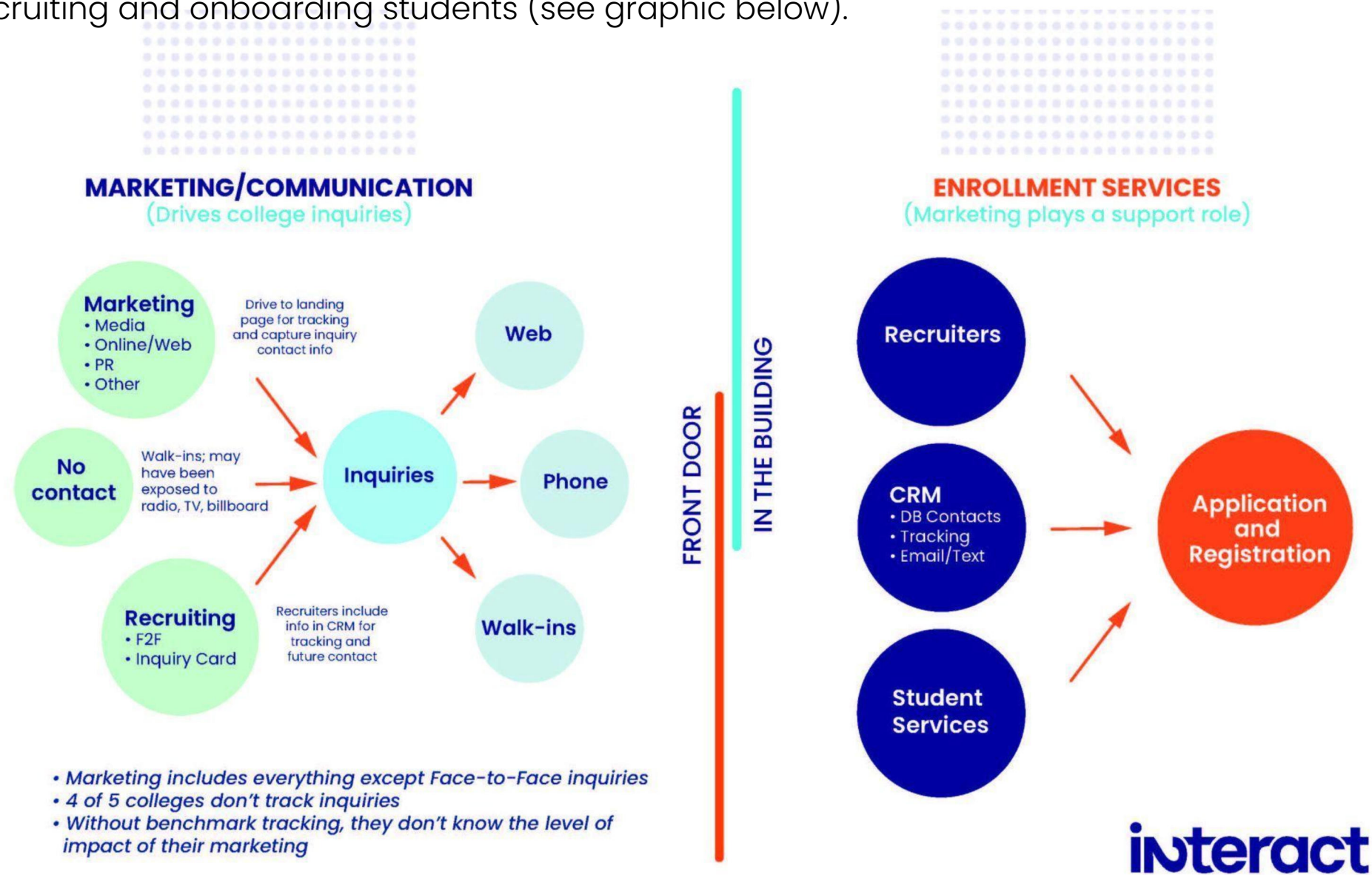
Consultant shall then assess the overall application process through the lens of these student personas. Assessment will include how long the application takes, best practices for student applications, and overall application experience.

Following these processes, Consultant shall provide the College with a comprehensive summary report that outlines the findings during the assessment period as well opportunities to improve inquiry experiences from the new student perspective. The report shall provide recommendations related to the most impactful investments in connection with student inquiries from both the traditional and non-traditional (adult) student populations. Consultant shall also report findings related to the application process for both student cohorts, including recommendations to streamline the application and/or maximize the student experience.

# Exhibit A, Attachment 2

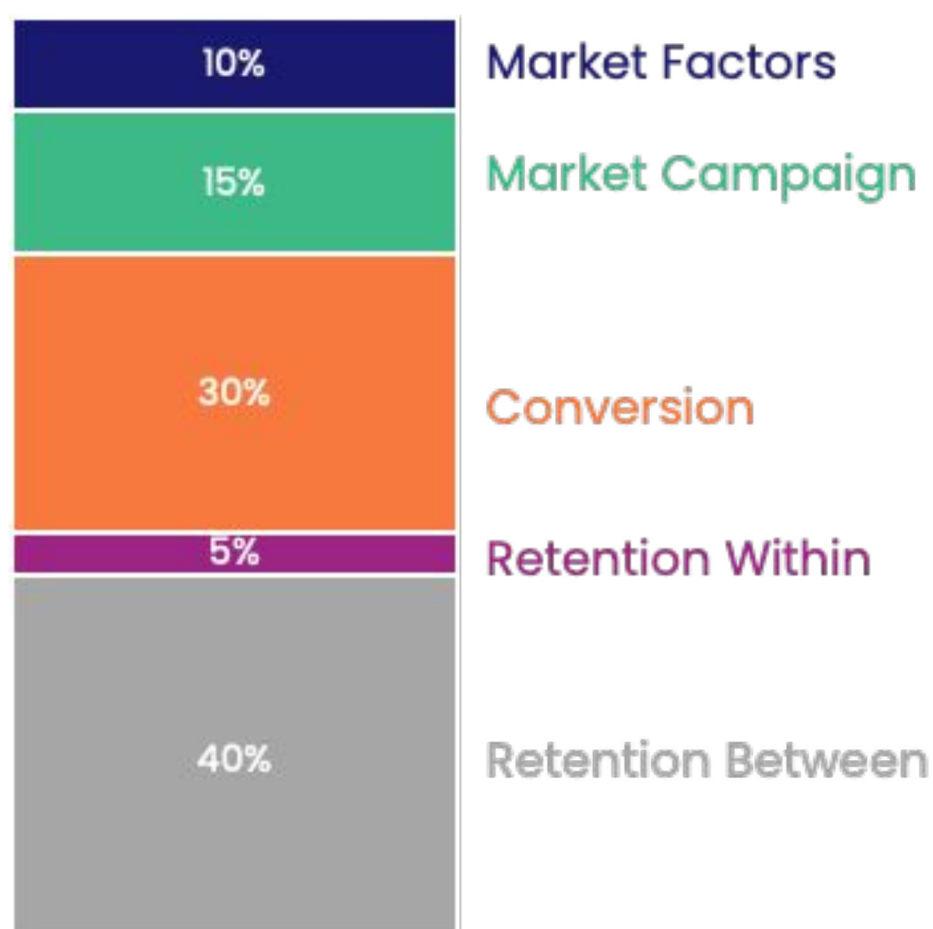
## Secret Shopper Assessment for Recruitment and Onboarding

Interact's secret shopper research is conducted in two phases to understand the communication crossover and gaps between marketing, outreach, and student services in recruiting and onboarding students (see graphic below).



Based on the graphic above, Interact's secret shopper assessment is conducted in two phases:

1. **Recruitment secret shopper** to assess the experience from recruitment (marketing/communications)
2. **One Stop Day Experience** to assess the experience through onboarding event



### Anatomy of Community College Enrollment

Interact's approach to enrollment is to leverage internal college resources as part of a comprehensive plan. Marketing is only part of the equation. Conversion, ongoing engagement, and retention between semesters are a critical part of this effort.

# Secret Shopper Assessment for Recruitment and Onboarding

## Phase I: Recruitment Secret Shopper

In order to assess recruitment processes at SUNY Suffolk County Community College to focus on the student experience and better process students through their inquiry system, Interact recommends the college engage in secret shopper services for inquiries to application.

Phase I will assess the recruitment process for student inquiries through phone calls and online inquiries.

Interact's recruitment secret shopper service uses the following approach:

- **Phone Inquiry Assessment**

Interact will call the overall college (not individual departments) up to 30 calls through a period of two weeks at key times throughout the work day. After each call, Interact's secret shoppers will utilize a scoring rubric for each caller to assess the college call center and applicable departments. Secret Shoppers would include 5 callers (1 spanish speaking) calling each campus twice for a total of 30 calls.

- **Online Inquiry Assessment**

Interact's secret shoppers will submit chat inquiries and/or contact forms and send emails to up to five student-facing email addresses (meaning they are published on the website as emails for students to contact) to assess response time. One secret shopper would submit online inquiries to all 3 campuses for a total of 15 online inquiries.

This assessment will assist the college with how successful the chat or form is in answering students' questions and inquiries in a manner consistent with student expectations.

At the end of this process, SUNY Suffolk County Community College will receive a summary report that outlines opportunities to improve inquiry experiences from the new student perspective and includes recommendations for what the most impactful investments would be for communications in connecting with student inquiries.

# Secret Shopper Assessment for Recruitment and Onboarding Option 3

## Phase 2: One-Stop Day Experience Review

As a part of Phase 2 of Interact's secret shopper report, Interact will review the student experience through SUNY's "One Stop" Day.

### a. Pre-One Stop Day Review

Interact will review communications sent to students in preparation for the one-stop day.

### b. One-Stop Day Experience (3 Campuses)

From the prospective student list for SUNY Suffolk's one stop experience day, Interact will work with the college to solicit those prospective students planning to attend the one stop day to participate as college secret shoppers.

Interact will solicit participation from 3 to up to 6 prospective SUNY Suffolk students (dependent on response; at least one per campus) to participate as secret shoppers at the one-stop day. Interact will provide them training on the secret shopper protocol prior to the one-stop day.

These secret shoppers will attend the one stop day and submit the final protocol to Interact. Each prospective student secret shopper will be given an incentive of \$200/each.

Interact will assess the overall one-stop day experience and protocol responses through the lens of these student personas. Assessment will include the customer service provided, process clarity and alignment, and overall experience.

### c. One-Stop Day Student Interviews

Interact would use one researcher to interview students as they exit the One-Stop day to get further understanding of their experience for each event on campus. Up to 10 students would be interviewed and offered gift card incentives of \$30 to be interviewed at each campus. Interview questions would revolve around the student experience at one stop day. Questions would be finalized by the college and Interact Communications upon contract onboarding. Questions would be limited to 10 questions.

The final deliverable between Phase 1 and Phase 2 will be a report of the findings from the secret shopper research and recommendations to improve the student experience for traditional students, adult students, and Spanish speaking students. The report will be delivered to the client as a PDF and key findings and insights will be presented to the project stakeholders. Interact's strategy and research team will lead this presentation and report and recommendations development.





**Exhibit A, ATTACHMENT 3**  
**TRAVEL STANDARDS**

*All travel shall be pre-approved by the College. Travel expenses will be reimbursed in accordance with the following guidelines:*

- a. Lodging and meals: Actual cost up to a maximum of allowable cost per most recent GSA guidelines. Receipts are required for reimbursement.*
- b. Auto: \$0.655/mile allowance*
- c. Car rental: Actual cost for economy size only. Receipts are required.*
- d. Tolls and parking: Actual cost. Receipts are required.*
- e. Taxi, train and bus: Actual cost. Receipts are required.*
- f. Airplane: Actual cost based on coach class only. Receipts are required.*

*Travel expenses are subject to the College's approval and will not be reimbursed beyond those limits reflected herein.*

This is the link to the GSA website:

[https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems\\_report&state=NY&fiscal\\_year=2022&zip=&city=](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NY&fiscal_year=2022&zip=&city=)

**EXHIBIT B  
Payment Terms and Conditions**

**1. General Payment Terms**

- a. Consultant shall prepare and present an invoice to the College for payment by the College. Invoices shall be itemized and documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval of the invoice by the College.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit B for the completion of all work, labor, and services contemplated in this Agreement.
- c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Consultant 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 Consultant, 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. Specific Payment Terms and Conditions**

Consultant shall be paid in accordance with the rates and terms contained in Consultant's Cost Proposal, attached separately hereto and incorporated herein as Exhibit B, ATTACHMENT 4, subject to the limitation(s) referenced in paragraph 2 hereunder.

## Fee Summary

Service	Notes	Pricing
<i>Recruitment Secret Shopper</i>		
Phone Inquiry Assessment	Includes pricing for English assessment and Spanish Speaking; 30 phone calls divided by 3 campuses	\$16,000
Online Inquiry Assessment	Includes pricing for English assessment for all 3 campuses.	\$5,000
<b>TOTAL for Recruitment Secret Shopper</b>		<b>\$21,000</b>
<i>One Stop Day Experience Review</i>		
Marketing Review of One Stop Day Materials		<i>(Value Add \$1,500)</i>
One-Stop Day Experience Assessment	Using 3-6 of SUNY Suffolk's prospective students for one stop day, Interact will provide protocol and 1 hour training for experience review to students prior to the college one stop day between July 17-August 31. Prospective students will review the one stop day based on Interact's protocol.  Students will be given incentive for participation of \$200/each; included in cost.	Total \$15,000 (does not include T&E); \$5,000 per college
One-Stop Day Student Interviews	\$2,000 per campus; Includes incentives of \$300 per campus	\$6,000 total for all 3 campuses
<b>TOTAL for One Stop Day Experience Review (does not include optional services)</b>		<b>\$21,000</b>
<b>TOTAL (does not include T&amp;E and optional services)</b>		<b>\$42,000</b>

Agency will be compensated, and Client will be billed a flat fee of 100% upon completion of deliverable on a monthly basis. Travel and Expenses is estimated to be \$4,000 for one researcher.

## Additional Services (for Consideration)

Service	Notes	Pricing
Communications Audit	Review of messaging for up to 50 materials from inquiry to onboarding	\$10,000
Fresh Eyes Report	Review of on-campus brand opportunities, including signage and wayfinding	\$10,000
Marketing Triage	Review of media buying tactics and messaging to key audiences	\$10,000
Enrollment Triage	Review of enrollment data to identify priority populations and quick wins	\$10,000
Failure-to-Attend Research	Surveys with students who did not register for class	\$15,000
Failure-to-Return Research	Surveys with students who stopped out of your enrollment pipeline	\$15,000
Communication Conversion Plan	Plan that outlines communications from inquiry to enrollment	\$20,000 for one plan inclusive of 5 audiences

# Interact Hourly Rates and Fees

Specialty Areas	
Presentation by Dr. Pamela Cox-Otto A nationally-recognized speaker on topics ranging from the internet to persuasive messaging and general marketing	\$10,000 (includes presentation and travel and expenses)
Enrollment Management Assessment and Planning We assess your recruitment and retention systems and recommend ways to improve them	\$15,000 +\$1,500/month
Full Audio Crew for Podcast and Broadcast	\$300/hour (8-hour minimum) Includes a producer and an audio engineer
Full Video Crew for Broadcast	\$525/hour Day rate (8 hours): \$4,200 (4-day minimum) Includes a producer, videographer, and second camera crew
Training: Dr. Pamela Cox-Otto, Ph.D. offers training on every aspect of community college marketing and planning and marketing for bond campaigns	Day rate: \$10,000
Facilitation: One of Interact's doctorate-level staff, Pamela Cox-Otto, Ph.D.; Paula Di Dio, Ph.D.; Diane Walleser, Ed.D; or Terry Kinney, Ph.D. can help facilitate your planning process or research	Day rate: \$5,000

## Client Rates

This is the rate for hourly work when we are the agency of record or have an existing contract.

Creative Services:	Hourly Rates:
Senior Marketing Counsel	\$315
Marketing/Public Relations Counsel	\$150
Advertising Concepts	\$120
Project Management	\$110
Web Analysis and Consulting	\$180
Design (Layout)	\$100
Art Direction	\$120
Copywriting	\$100
Illustration	\$125
Advertising Services:	Hourly Rates:
Media Buying	15% of media hard costs
Storyboard/Design	\$100
Broadcast Production	\$210
Videographer (1; 8-hour minimum)	\$300
Videography Crew (3; 4 days minimum)	\$525
Drone Videography	\$200
Digitization and Editing	\$150
Photography (8-hour minimum)	\$300
Talent, Props, and Outside Costs	Billed at actual cost
Research Services:	Day Rates
Day Rate for 4 Focus Groups, Analysis, and Reporting	\$15,000
Phone Surveys, 500 Completes	\$30,000

**EXHIBIT C  
General Terms and Conditions**

**Whereas**, the College issued a Request for Proposals (RFP), which was advertised on May 18, 2023; and

**Whereas**, the Consultant submitted a proposal in response to such RFP on June 9, 2023, which was subsequently revised on July 6, 2023; and

**Whereas**, the College has selected the Consultant to provide the services as set forth herein;

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

**1. Consultant Responsibilities**

**a. Services**

Consultant shall provide the Services described in Exhibit A, entitled "Description of Services."

**b. Qualifications and Licenses**

To the extent applicable, Consultant 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 Consultant 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, Consultant 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 Consultant 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 Consultant.

- iv. In the event of a failure on the part of Consultant 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 Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Consultant 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 Consultant 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 Consultant is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Consultant for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Consultant agrees to promptly reimburse to the College the balance of any funds advanced to Consultant by the College remaining after payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement. Upon termination, any funds paid to Consultant by the College which were used by Consultant 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 Consultant 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**

Consultant 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, fees, 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 Consultant in connection with the services described or referred to in this Agreement. Consultant 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 Consultant, 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 and Non-Infringement of Intellectual Property**

Consultant hereby represents and warrants that it will perform services in accordance with and subject to the intellectual property licenses granted to the college and not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act U.S Trademark or Patent Laws (as applicable) during the performance of this Contract. Furthermore, Consultant 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 Consultant in connection with the services described or referred to in this Agreement. Consultant 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 Consultant, 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.** Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Consultant agrees to require that all of its subcontractors, in connection with work performed for Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Consultant. Unless otherwise specified by the College and agreed to by Consultant, 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 Consultant 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. Consultant 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 Consultant 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. Consultant shall furnish to the College a Certificate of Insurance 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 Consultant shall furnish a Certificate of Insurance evidencing the College and the County's status as additional insureds on the policy. The Consultant must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
  - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Consultant notice in writing.
  - e. In the event Consultant 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 Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

## **5. Independent Contractor**

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

**6. Severability**

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

**7. Merger; No Oral Changes**

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

**8. Set-Off Rights**

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

**9. Non-Discrimination in Services**

During the performance of this Agreement:

- a. Consultant 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. Consultant 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](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, NY 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, NY 11784  
[walkerd@sunysuffolk.edu](mailto:walkerd@sunysuffolk.edu)  
(631) 451-4051

**11. Nonsectarian Declaration**

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

**12. Governing Law**

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

**13. No Implied Waiver**

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

**14. Conflicts of Interest**

- a. Consultant 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. Consultant 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 Consultant 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 and all records, reports, files, methods, procedures, student and personnel data and identifying information, data processing programs, information proprietary to the College or any third party, in any form (oral, written, digital, electronic, or machine readable) that is not generally available to the public or other documents of the College and/or the County used by Consultant pursuant to this Agreement or any documents created as a part of this Agreement ("Confidential Information") shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations. Such Confidential Information shall not be disclosed, directly or indirectly, to any third party without the prior express written consent of the College, except, as required by Law.

**17. Assignment and Subcontracting**

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

**18. No Intended Third-Party Beneficiaries**

This Agreement is entered into solely for the benefit of College, County and Consultant. 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**

Consultant 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.”**

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, Patents and Trademarks**

**a. Copyrights**

If the work of Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Consultant may secure copyright protection. However, the College reserves, and Consultant hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

**b. Patents**

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

**c. Trademarks**

Consultant acknowledges that the College name and logo (“trademark property”) are the property of the College and agrees that Consultant shall not use such trademark property without its prior express written consent. Notwithstanding the provisions hereunder, Consultant further agrees that if any work performed shall result in or require the use of trademarked property owned by Consultant, Consultant hereby grants to College a non-exclusive license for use of the same.

**End of Text for Exhibit C**

**EXHIBIT D  
Suffolk County Legislative Requirements**

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

Consultant represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Consultant 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.

Consultant 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**

Consultant 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. Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Consultant 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 Consultant services are performed on County property, Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, Consultant 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.

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Consultant 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. Consultant 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.

Consultant 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**

Consultant 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**

Consultant 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**

Consultant 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**

Consultant 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, Consultant 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, Consultant 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 D**

**EXHIBIT E  
Notices and Contact Persons**

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

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

**For the College**

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

**For Consultant**

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 notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant 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**

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

**For Consultant**

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

**3. Notices Relating to Termination and/or Litigation**

In the event Consultant 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, Consultant shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Consultant.

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

**For the College and the County:**

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

**For Consultant:**

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

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

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

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

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

**End of Text for Exhibit E**

**EXHIBIT F  
College's Request for Proposals**

The College's Request for Proposals (RFP) for Consulting Services in Connection with Secret Shopper Services, advertised on May 18, 2023, together with all Addenda thereto, is incorporated herein by reference as Exhibit F.

**End of Text for Exhibit F**

**EXHIBIT G  
Consultant's Proposal**

Consultant's Proposal submitted on June 9, 2023, and subsequently revised on July 6, 2023, in response to the College's RFP for Consulting Services in Connection with Secret Shopper Services, is incorporated herein by reference as Exhibit G.

**End of Text for Exhibit G**