

**CONSULTING SERVICES 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

**Scantron Corporation ("Consultant" or "Scantron")**, a Delaware corporation having its principal place of business at 3975 Continental Drive, Columbia, Pennsylvania 17512.

The parties hereto desire for Consultant to provide to the College professional services in connection with the implementation of a Board of Trustees self-evaluation process ("**Services**").

**Term of Agreement:** June 15, 2022 through June 14, 2024

**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 F**, 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.

**Scantron Corporation**  
FID: 95-2767912  
Tel.: (800) 735-2566 x1373

**Suffolk County Community College**

By: Amanda Montanez  
Amanda Montanez  
Processing Services Manager

By: Dr. Edward T. Bonahue  
Dr. Edward T. Bonahue  
President

Date: 06/29/2022

Date: 7/1/22

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

**Approved:**

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

By: Sara E. Gorton  
~~Mark D. Harris, DBA~~ Sara E. Gorton  
~~Vice President for Business & Financial Affairs~~  
Associate Dean of Financial Affairs

Date: 6/30/2022

Date: 06.30.2022

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## EXHIBIT A

### General Terms and Conditions

**Whereas**, the College issued an informal Request for Quote (RFQ) on May 6, 2022; and

**Whereas**, the Consultant submitted a proposal in response to such RFQ dated May 25, 2022; and

**Whereas**, the College has selected the Consultant 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. Consultant Responsibilities

##### a. Services

The Consultant shall provide Services as described in Exhibit D, entitled "Description of Services / College's Request for Quote."

##### b. Qualifications and Licenses

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

**e. Payments upon Termination**

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

The 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 attorneys' fees, arising out of the acts or omissions or the negligence of the Consultant in connection with the services described or referred to in this Agreement. The 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 the 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**

The Consultant 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 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 the Consultant in connection with the services described or referred to in this Agreement. The 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 the 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.** The 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/or the County and as may be mandated and increased from time to time. The Consultant agrees to require that all of its subcontractors, in connection with work performed for the 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 and/or the County for the Consultant. Unless otherwise specified by the College and/or the County and agreed to by the 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 property damage.
  - ii. Automobile Liability** insurance (if any vehicles are used by the Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per accident, for bodily injury and actual cash value or cost of repair, whichever is less, for physical damage.
  - 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 the 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. The Consultant 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 Consultant shall furnish a Declaration Page and endorsement page 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 Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Consultant notice in writing.
- e. In the event the 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.

#### 4a. **Limitation of Liability**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS OR COST OF PROCURING SUBSTITUTE SERVICES, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, WHICH ARE RELATED TO THIS AGREEMENT AND THE PROVISION OF SERVICES HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS CAUSED BY THE GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR CLAIMS, LIABILITIES OR EXPENSES RELATING TO THIS AGREEMENT FOR AN AGGREGATE AMOUNT IN EXCESS OF THE LESSER OF: (i) ACTUAL DIRECT DAMAGES OR (ii) AMOUNTS ACTUALLY PAID BY COLLEGE TO SCANTRON UP TO THE TIME THE EVENT RESULTING IN LIABILITY OCCURS.

#### 4b. **Limited Warranties**

**a. Services Warranty.** Scantron warrants that the Services will be provided in a professional and workmanlike manner consistent with the definition of the Services to be performed. Provided that College gives Scantron written notice of failure to meet the foregoing warranty within thirty (30) days after completion of the applicable Services, Scantron will use reasonable efforts to correct or re-perform any Services that fail to comply with the foregoing warranty. If Scantron is unable to correct or re-

perform such Services, Scantron will refund a reasonable portion of the fees paid with respect to such Services. SCANTRON SHALL NOT BE RESPONSIBLE FOR THE DECISIONS MADE AND ACTION TAKEN BY COLLEGE BASED UPON THE SERVICES AND RECOMMENDATIONS PROVIDED.

**b. Product Warranty.** The Services may include delivery of the survey forms or other products manufactured by Scantron specifically in connection with the Services (the "Products"). For a period of thirty (30) days following delivery of a Product (the "Warranty Period"), Scantron warrants that such Product will function in all material respects consistent with its specifications appearing in this Agreement. Scantron does not warrant that the Product(s) are free from all bugs, errors or omissions. The warranty does not extend to any failure of the Products caused by: (a) any modification or change not made by Scantron; (b) any noncompliance caused by use of the Product(s) in combination with products, goods, services or other items furnished by anyone other than Scantron or not otherwise approved in writing for use with the Products by Scantron; or (c) use of the Product(s) in an operating environment other than as specified in writing by Scantron. Scantron will use reasonable efforts at its facility to correct any Product that fails to comply with the foregoing warranty by delivering one or more error corrections, provided that College gives Scantron prompt written notice of such failure during the Warranty Period, and Scantron is able to reproduce the noncompliance in the operating environment for which such Product is designed. If, after the expenditure of such reasonable efforts, Scantron is unable to correct the Product such that it complies with the foregoing warranty, Scantron will refund all or (if College continues to use such Product) a reasonable portion of the fees College has paid with respect to such Product in full satisfaction of all of College's claims relating to such noncompliance. College will supply Scantron with all reasonably requested information to assist Scantron in reproducing the failure.

**c. Exclusive Warranties and Remedies.** REGARDLESS OF THE TERMS AND CONDITIONS CONTAINED IN ANY TSOW, SERVICE SCHEDULE OR OTHER DOCUMENT, THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN SUBSTITUTION FOR ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SCANTRON, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**d. Third Party Items.** The Services may include delivery, installation and/or use of hardware and software manufactured by or for a third-party manufacturer (the "Third-Party Items"). All such Third-Party Items are supplied "AS IS" by Scantron. The specific Third-Party Items to be provided under the Agreement and the fees for such Third-Party Items are subject to change (even after the execution of this Agreement ) based on manufacturer availability and pricing.

## 5. Independent Contractor

It is expressly agreed that the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the 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 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 Consultant 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 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. The 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, 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

#### 11. Nonsectarian Declaration

The 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 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 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. The 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 the 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 records, reports or other documents of the College and/or the County or any of its agencies used by Consultant 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 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. The 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 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 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 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**

- a. The 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.”**

- 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 Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College and/or the County reserves, and the Consultant 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 Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Consultant 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. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction**

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 entitled "Suffolk County Legislative Requirements." In accordance with this law, the 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 the Construction Site at all times. The 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 the Construction 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 Construction Site during such working hours.

**23. COVID-19 Safety Protocols**

Consultant 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. Consultant's/Vendor's Public Disclosure Statement

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

The 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

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

The 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 Exhibit B 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.

The 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**

The 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**

The 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**

The 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**

The 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 the 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, the 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 B**

## EXHIBIT C

### Notices and Contact Persons

#### 1. Notices Relating to Reports, Insurance Payments 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 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:**

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 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 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 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:**

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 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.

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

In the event the 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, the Consultant 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 Consultant.

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

Alicia S. O'Connor  
College Deputy General Counsel  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL230  
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 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 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 / College's Request for Quote**

Consultant shall provide professional services in connection with the implementation of a Board of Trustees self-evaluation process, in accordance with the College's informal RFQ issued May 6, 2022 and the Consultant's proposal dated May 25, 2022 (specifically, Data Collection and Scantron Services Standards), both of which are attached hereto as Exhibit D.

**EXHIBIT D**  
**BOARD OF TRUSTEES SELF-EVALUATION**  
**REQUEST FOR QUOTE**

The College requires services to be provided in connection with the annual self-assessment performed by the members of the College's Board of Trustees. The vendor shall provide a secure, confidential website on which the ten members of the Board will each be able to electronically complete and submit a self-assessment questionnaire. The College will provide the vendor with the questionnaire (see attached). The vendor will tabulate the ten questionnaires and prepare an analysis or report of the results. Such report will be furnished to the Board Chair and / or the College General Counsel. These services will typically be required during January and February of each calendar year starting in 2023. For the current year, 2022, services are requested to be provided ASAP.

The College anticipates entering into an agreement with the vendor for a term of 3-years, with an option to renew for additional one-year terms upon the parties' mutual written consent.

Proposal shall include the following information:

1. Pricing for the 2022, 2023 and 2024 assessments
2. Identify the name and contact information of the staff that will be assigned to this project
3. Identify the system that will be utilized for the electronic questionnaire and provide a VPAT for the system. If the information will be hosted in the cloud, a HECVAT shall also be submitted



**Suffolk County Community College Board Self-Evaluation**

Please rate the proposed questions using the following rating scale:

- Outstanding**
- Good**
- Needs Improvement**
- Poor**

**I. Mission and Planning**

	Needs			
	Outstanding	Good	Improvement	Poor
1. Board members are knowledgeable about the culture, history, and values of the College.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The board regularly reviews the mission and purposes of the institution.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board spends adequate time discussing future needs and direction of the College.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board assures that there is an effective planning process and is appropriately involved in the process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The board assures that College plans are responsive to community needs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The board has adopted and monitors the implementation of the College's strategic, educational and facilities master plans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The board sets annual goals or priorities in conjunction with the President and monitors progress toward them.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**II. Policy Role**

	Needs			
	Outstanding	Good	Improvement	Poor
1. This board clearly understands its policy role and differentiates its role from those of the President and college staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The board assures that the College complies with relevant laws, regulations and accreditation standards.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board's policy manual is up-to-date and comprehensive.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board relies on board policy in making decisions and in guiding the work of the College.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

III. Board-President Relations

	Needs			
	Outstanding	Good	Improvement	Poor
1. The board maintains a positive working relationship with the President.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The board clearly delegates the administration of the College to the President.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board sets and communicates clear expectations for President performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board regularly evaluates President performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The board periodically reviews the President contract to assure appropriate support and compensation.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

IV. Community Relations & Advocacy

	Needs			
	Outstanding	Good	Improvement	Poor
1. Board members act on behalf of the public and citizens in the County when making decisions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Board members are active in community affairs.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board advocates on behalf of the College to local, state, and federal governments.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board actively supports the College's foundation(s) and fundraising efforts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

V. Educational Programs and Quality

	Needs			
	Outstanding	Good	Improvement	Poor
1. The board is knowledgeable about the College's programs and services.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The board is knowledgeable about the educational and workforce training needs in the community.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board has established expectations or standards that enable it to monitor the quality and effectiveness of the educational program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board regularly receives and reviews reports on institutional effectiveness.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The board is appropriately involved in the accreditation process.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The board understands and protects academic freedom.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



VI. Fiduciary Role

	Needs			
	Outstanding	Good	Improvement	Poor
1. The board assures that the budget reflects priorities in the College's plans.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Board policies assure effective fiscal management and internal controls.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board regularly receives and reviews reports on the financial status of the institution.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board reviews the annual audit and monitors responses to recommendations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The board adopts and monitors the implementation of a facilities master plan.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The board has provided appropriate direction for seeking external funding.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The board maintains an adequate financial reserve.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

VII. Human Resources and Staff Relations

	Needs			
	Outstanding	Good	Improvement	Poor
1. The board's human resources policies provide for fair and equitable treatment of staff.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The board has established and follows clear parameters for collective bargaining.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board has and follows protocols regarding communication with college employees.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Board members refrain from attempting to manage employee work.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The board expects and supports faculty, staff, and student participation in college decision-making.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

VIII. Board Leadership

	Needs			
	Outstanding	Good	Improvement	Poor
1. The board understands its roles and responsibilities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The board expresses its authority only as a unit.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Board members understand that they have no legal authority outside board meetings.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board regularly reviews its code of ethics or standards of practice and has a policy on addressing violations of the code.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Board members uphold and comply with the board's code of ethics.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Board members avoid conflicts of interest and the perception of such conflicts.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. Board members annually file a statement of economic interests.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. Once a decision is made, board members uphold the decision of the board.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. Board discussions and relationships reflect a climate of trust and respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

IX. Board Meetings

	Needs			
	Outstanding	Good	Improvement	Poor
1. Board meetings are conducted in an orderly, efficient manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Board meetings and study sessions provide sufficient opportunity to explore key issues.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Agenda items provide sufficient information to enable good board decision-making.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The board understands and adheres to the Public Officers Law.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The board maintains confidentiality of privileged information.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

X. Board Education

	Needs			
	Outstanding	Good	Improvement	Poor
1. New members participate in a comprehensive orientation to the Board and College.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Board members participate in trustee development activities.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The board evaluation process helps the board enhance its performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The Board measures its accomplishments against board goals.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

XI. Additional Questions

What are the board's greatest strengths?

What are the major accomplishments of the board in the past year?

What are areas in which the board could improve?

As a trustee, I am most pleased about

As a trustee, I have concerns about

As a trustee, I would like to see the following changes in how the board operates:

I recommend that the board has the following goals for the coming year:

S C A N T R O N .

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## **Data Collection**

Scantron will provide a secure, confidential website on which the ten members of Suffolk County Community College's Board of Trustees will each be able to electronically complete and submit a self-assessment questionnaire. Suffolk County Community College will provide Scantron with the questionnaire content. Invitations to complete the questionnaire will be sent to the Trustees by Scantron. A distribution list will be provided by Suffolk County Community College and must contain at a minimum Prefix, First Name, Last Name and email address. The online questionnaire will be live for approximately two weeks with the potential of being extended for an additional week based on response rate.

Scantron will develop and host the self-assessment questionnaire using a platform serviced by QuestionPro. The HECVAT and additional supporting documentation has been provided with submission of this proposal agreement via email.

Scantron will tabulate the ten questionnaires and prepare an aggregate report of the results. Such report will be furnished to Suffolk County Community College's Board Chair and / or the College General Counsel via email along with the raw data.

These services will typically be required during January and February of each calendar year starting in 2023. For the current year, 2022, services are requested to be provided ASAP. An administration timeline will be discussed with Suffolk County Community College and agreed upon award of this opportunity.

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## **Scantron Services Standards:**

The following standards (to the extent applicable) will govern the Services identified above:

### **A. Paper Surveys Set up and Distribution:**

- **Design:** Scantron will design and print scannable forms with tiebacks (if applicable). Customer will supply logos in a Scantron accepted format. Guidelines for submitting digital files to Scantron will be provided by your Project Manager at project implementation. Logos must be 300 dpi or higher; EPS, TIF or JPG format are acceptable. Scantron will provide proofs in electronic format and will be provided via email to Customer. This process is designed to shorten the cycle for forms design and will allow Customer to print a non-scannable color copy for review within its organization.
- **Revisions:** The Project Manager will work with Customer on any changes it requires during the proof process. Design includes one set of modifications to the surveys. Any additional changes/modifications are billable at the current hourly rate (in 30 minute increments).
- **Corrections:** If Customer finds an error made by Scantron before the proof has been approved by Customer, Scantron will correct such error at no additional charge to Customer. Such corrections will not be counted as the one set of alterations by Customer.
- **Proof Approval:** Within 8 business hours after Customer's receipt of the applicable proof from Scantron, Customer shall review and approve such proof. Customer's approval will be documented by its return of the proof (with Customer's signature and date of such signature) to Scantron. After Customer's acceptance of the proof, any additional alterations, corrections, or other modifications to the survey will be billable and the delivery due date for the Services will be extended accordingly.
- **Data File:** Customer supplies mailing data file per *Scantron's Distribution File Requirements*. Only fields required for distributing and processing surveys should be included. Scantron is not responsible for additional data included in data files that are not required for the project.
- **Address Updating and Standardization:** Scantron processes the mail file of the audience of the survey through the National Change of Address database (NCOA) and other standardizing addressing program (CASS certification), which helps update the addresses for those individuals of the audience who have moved within the past six months and adds a postal barcode for mailing.

S C A N T R O N .

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## B. Paper Data Collection:

### Scanning

- Scantron will receive the completed forms via method specified in the Summary above. Forms returned in bulk must be facing in the same direction and free of staples, rubber bands, paper clips, or any other foreign objects. Additional fees may apply if prep work is necessary.
- If forms are returned via return postal mail, Scantron will obtain a Business Reply Mail (BRE) permit and open a P.O. Box specifically for the project, if necessary. Upon completion of the Services, mail delivered to the P.O. Box will not be forwarded to Scantron and will be considered "dead mail." Dead mail will be disposed of by the U.S. Postal Services. If Customer wishes to have the dead mail forwarded, Customer shall be responsible for arranging such forwarding services with its local post office. The resulting fees for providing such forwarding services will be billed directly to Customer by the U.S. Postal Services.
- Scantron scanners' machine read accuracy is based on ALL OMR marks being completed correctly and Scantron providing the printed forms.
- If a question has Multiple Responses then an asterisk (\*) will be returned.
- If a question has Blank Responses then a blank ( ) will be returned.
- All forms received in scannable condition, will be processed.
- Damaged forms will NOT be processed (this includes, but is not limited to, torn, trimmed, crumpled, stapled, mutilated, punched, missing timing marks or cornerstones, and other damage out of Scantron's control coming through return mail or other shipments).
- It is the experience of Scantron that approximately 1% to 3% of surveys arriving for scanning will be damaged or otherwise unscannable. Data contained on unscannable surveys will not be part of the final data file, unless otherwise specified in the Summary above.
- Photocopied forms have the probability of passing through the scanner along with properly printed forms. The data from photocopied forms may not be captured accurately, which could negatively impact the final deliverable received by Customer. Scantron will assume no responsibility for inaccurate data caused by scanning of a photocopied survey.
- Scantron will provide Response Rates:  
Two options:
  - Number of forms scanned per schedule and project requirements; or
  - Number of Valid Forms Scanned against the numbers distributed by date. A valid form is a scanned form with appropriate amount of data on it.

### Key Entry

Scantron will key comments following Scantron's list of the standards used for comment entry. These standards have been developed to ensure comment reports are easy to use and preserve confidentiality and respondent intent. Scantron will use these comment entry standards in all cases, unless otherwise specified. If there are unique words, acronyms, names, or jargon for a specific company, Customer will provide those terms to the Project Manager.

S C A N T R O N .

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**C. Data Files and Reporting:**

- **Set up:** There will be an initial Set-Up to format standard reports with Customer's logo and color scheme. Customer shall indemnify and hold harmless Scantron from any third party infringement claims related to the use of Customer's logo or other Customer directed customization.
- **Data Files:** Collected data will be provided in an ASCII file format upon completion of the specified data collection period as listed in the Summary above.
- **Reports:**
  - Reports will be provided in a .pdf format through Scantron's secure on-line data transfer site.
  - Report frequencies and quantities are listed in the Summary above.

**D. Ongoing Projects:**

For projects that involve multiple processing cycles with downtime between each cycle, an invoice will be issued after each cycle for the services performed during such cycle (with a minimum fee of \$270.00 per cycle).

**E. Project Management:**

Scantron will appoint an individual to manage the Services (the "Project Manager"), who will function as the single point of contact for Customer for such Services. As needed and appropriate, the Project Manager will escalate issues within Scantron. The Project Manager shall usually be available from 8:00 AM to 4:30 PM EST Monday through Friday (except for local holidays recognized by Scantron). The Project Manager shall communicate any unavailability via an automatic "out-of-office" email message and an appropriate voicemail message.

Customer shall maintain a single point-of-contact for communications regarding the Services. Customer shall provide to the Project Manager (and keep current with the Project Manager) the name and contact information of Customer's point-of-contact.

SCANTRON.

**F. Property Retention:**

Scantron shall retain the following types of property in accordance with the following schedule:

Property	Type	Schedule
Distribution Lists	Customer Generated Digital Data File	Customer generated files provided to Scantron will be retained a minimum of two years after distribution to the applicable survey recipient.
Paper Documents	Forms returned to Scantron for scanning	Retain minimum of 90 days after completion of the Services before recycling.
Images	Digital Copy of Paper scanned	Retain minimum of 90 days after final delivery for the project before deletion.
Collected Data	Digital Responses to Surveys (from paper or electronic deployment)	Retain minimum of 18 months after final delivery for the project term before deletion.
Reports	Digital	Retain minimum of 90 days after delivery of the applicable report.

**End of Text for Exhibit D**



**EXHIBIT E**  
**Payment Terms and Conditions**

**1. General Payment Terms**

- a. Consultant shall prepare and present invoice(s) for payment to the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after the College's approval of said invoice(s).
- b. Consultant 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 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 approved billings made under this Agreement shall operate as and shall be a release to the College from all claims and liability to Consultant, its successors, legal representatives and assigns, for services rendered under this Agreement.

**2. Limit of Payment Obligations**

The maximum amount to be paid to the Consultant is set forth on the cover page of this Agreement.

**3. Specific Payment Terms and Conditions**

See ATTACHMENT 1, annexed hereto.

SCANTRON.

ATTACHMENT 1

**Pricing Summary**

<b>Quote #</b>	432385	<b>Form #</b>	
<b>Size</b>		<b>Title</b>	BoT Self-Evaluation

Quantity	Description	Unit	Unit Price	Price
	<b>Year One (2022)</b>			
	Self-Assessment Administration	Flat	\$1,735.00	\$1,735.00
	<b>Year Two (2023)</b>			
	Self-Assessment Administration	Flat	\$1,275.00	\$1,275.00
	<b>Year Three (2024)</b>			
	Self-Assessment Administration	Flat	\$1,275.00	\$1,275.00
	Applicable taxes not included			
	Freight/Postage will be billed at actual cost			
			<b>TOTAL</b>	<b>\$4,285.00</b>
			<b>GRAND TOTAL</b>	<b>\$4,285.00</b>

End of Text for Exhibit E

**Exhibit F  
Consultant's Proposal**

Consultant's Proposal dated May 25, 2022, submitted in response to the College's RFQ, is incorporated herein by reference as Exhibit F.

**End of Text for Exhibit F**