

**AGREEMENT**

This Agreement ("Agreement") is 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

**NZR, Inc. d/b/a All Suffolk Auto School ("Contractor")**, a New York corporation having its principal place of business at 20 Medford Avenue, Patchogue, New York 11772.

The parties hereto desire for Contractor to provide to the College in car driver education training for students enrolling in the program administered by the Continuing Education Office, in accordance with the bid terms, conditions and specifications, as more fully described in Exhibit A ("**Services**").

**Term of Agreement:** **May 1, 2023 to April 30, 2024**, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

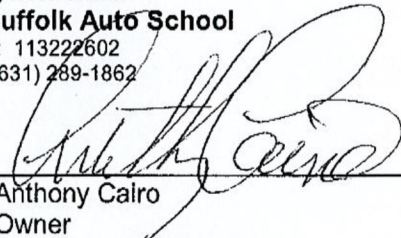
**Total Cost of Agreement:** Shall not exceed amounts as set forth in Exhibit B, attached hereto.

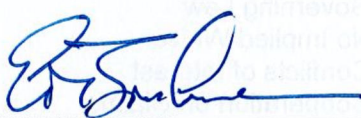
**Terms and Conditions:** Shall be as set forth in Exhibits A through E, attached hereto and made a part hereof.

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

NZR, Inc. d/b/a  
**All Suffolk Auto School**  
FID #: 113222602  
Tel.: (631) 289-1862

**Suffolk County Community College**

By:   
Anthony Calro  
Owner

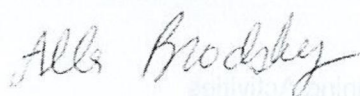
By:   
Edward T. Bonahue, Ph.D.  
President

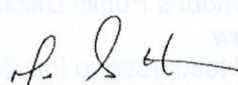
Date: 5/10/23

Date: 5/10/23

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

**Approved:**  
**Suffolk County Community College**

By:   
Alla Brodsky, Esq.  
College Deputy General Counsel

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

Date: 5.10.2023

Date: 05.10.2023

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**EXHIBIT A**  
**Description of Services**

The Contractor shall provide the services as requested in the College's Formal Bid for Driver Education In-Car Training (hereinafter "Formal Bid"), which was issued by the Purchasing Department on January 26, 2023, and all terms and conditions of which are expressly incorporated by reference into this Agreement. ***Services shall only be provided on the Ammerman Campus.*** Specific description of Services to be performed from the Formal Bid is annexed hereto.

### Description of Services

1. **Intent:**

Suffolk County Community College requires the services of reliable, experienced, and qualified driving instruction schools to provide driver education in-car training for students enrolled in the program administered by the Continuing Education Office.

2. **Bid Submission Instructions:**

**Bids must be mailed to the following address, or dropped off in the drop box set up to receive bids.**

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

Bids are due by the bid submission due date and time of **February 10, 2023 at 11:00 AM**. **The College retains the right to reject late bids.**

- **Bid envelope must reference the Name and Address of Bidder, Bid Number, Title, and Bid Opening Date and Time.**
- **Bids must be received by the Procurement Office on or before the bid submission date and time. Bid must be signed in ink.**

Bids will be publicly opened on **February 10, 2023 at 12:30 PM** in the following location:

Room 115  
Southampton Building  
Ammerman Campus  
533 College Road  
Selden NY 11784

#### **DROP BOX SUBMISSION**

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

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

#### **OVERNIGHT DELIVERY**

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

FedEx: **10:30 AM** for Priority Packages

3:00 PM for Standard Overnight Packages

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

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

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

3. **Award:**

Award, if any, will be made to the lowest responsible Bidder(s), who, in the opinion of the College, meets the specifications and qualifications stated herein, and submit(s) the lowest Price per Car for each Campus location. The College may award multiple contracts per Campus to ensure that the necessary number of cars are available to meet the enrollment needs. Awards will be made in accordance with the pricing from lowest to highest. Work will be assigned to Contractor(s) based on pricing from lowest to highest. The award(s) shall be in the form of contract(s) which, when issued and executed by both parties, will enable the successful Bidder(s) to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

Any individual or entity that has had a contract terminated for cause and/or failure to perform services in a satisfactory manner shall be ineligible to bid. In addition, any individual or entity that shares corporate ownership, governance, principals and/or officers with an entity that has had a contract terminated for cause and/or failure to perform services in a satisfactory manner is also ineligible to submit a bid. If such a firm submits a bid, the bid will be disqualified. By signing and submitting the bid submission, bidder is attesting that no such contract termination has occurred.

4. **Term of Agreement:**

Initial period covered shall be for one (1) year from the date of an award. The contract shall include four (4) one-year renewal options to be exercised at the College's sole and absolute discretion. The term of each option shall be as mutually agreed upon by both parties.

5. **Prices:**

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

6. **Payment Terms:**

For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to:  
Suffolk County Community College,  
Accounts Payable Department  
PO Box 2280  
Selden, NY 11784

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

7. **Deficient Service Procedure:**

The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the College shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the College will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the College will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

8. **Disclaimer:**

The Model Agreement is attached hereto in Section IV and is made part hereof the Solicitation Documents. The contract is non-exclusive and the College is not bound to purchase, and no materials are to be delivered or work performed without a Purchase Order. The College shall be under no obligation whatsoever to issue such Purchase Orders.

9. **E-Procurement:**

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

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

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

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

10. **Specifications:**

**I. MINIMUM REQUIREMENTS**

1. The Contractor's commercial driving school instructors designated to the College's program and who are providing behind-the-wheel or in-car observation instruction in an approved NYS-DTSE course must possess:
  - A. a valid commercial driving school instructor's license (**MV-524**)
  - B. an acceptable driving abstract, i.e. the License Enforcement Notification Services (LENS) report, indicating that the instructor has no infractions on their record.
2. The Contractor's instructors shall:
  - A. have completed the basic 30-hour instructor course;
  - B. have no less than six (6) months to one (1) year of in-car instruction, and
  - C. have met all NYSDMV requirements for in-car instructor certification.
3. The Contractor shall attest using the Contractor Certification form provided under Section III – Bid Prices to confirm that it has been a continuous member of the NYSED MV-285 Program, and not been removed from the Program within the last five years.

**II. GENERAL INFORMATION SCOPE OF SERVICES**

The Contractor shall provide the College with in car driver education training services for students enrolled in the program which is administered by the College's Office of Continuing Education. The Contractor shall work under the supervision of the Office of Continuing Education and the Traffic Safety Coordinator. The classes shall be offered at the College's three Campus locations as indicated below:

Michael J. Grant Campus – 1001 Crooked Hill Road, Brentwood NY 11717

Ammerman Campus – 533 College Road, Selden NY 11784

Eastern Campus – 121 Speonk Riverhead Road, Riverhead NY 11901

The Contractor shall follow the approved outline for instruction as designed by the Continuing Education Administration and the Traffic Safety Coordinator.

Each student enrolled in the program shall be provided with a minimum of 6 hours of behind the wheel instruction and 18 hours of in-car observations.

The Contractor shall complete all attendance and progress records as required by the Office of Continuing Education Administration and the Traffic Safety Coordinator. This information shall be submitted on the Student Attendance Sheet provided as Exhibit VII in the Exhibits included at the end of this Section II-Bid Requirements.

During the Fall and Spring Semester, driving sessions may be held from 3:00 p.m. – 6:30 p.m. on weekdays, and from 7:00 a.m. – 5:00 p.m. on Saturdays or Sundays. During the Summer Semester, driving sessions may be held from 7:00 a.m. to 5:00 p.m. Monday – Saturday. The College reserves the right to offer driving instruction on any or all of its Campuses as it deems appropriate. The summer program will be offered primarily on the Selden campus. The driver education in car training courses shall be conducted in accordance with the Semester calendar provided by the College. Samples of the calendar has been provided



herein under item VI – Sample Semester Calendars.

Request for payments shall be submitted on a monthly basis, at the beginning of the month following the month in which services were rendered. When submitting requests for payment, any and all invoices must be accompanied by the information identified below. Payment requests not submitted in a timely manner will result in payments being held up. The following shall be included when submitting requests for payment:

- The Purchase Order number under which work was being performed
- Completed Monthly Service Certification by Traffic Safety Coordinator (see Exhibit VIII) verifying the number of cars and services provided during the month.

The College semesters will approximately follow the below schedule:

Fall                      Second week of September to the first week of February

Spring                    Second week of February to the third week of June

Summer                  First week of July to the first week in August

The driver education in car training course shall include seventeen (17) one and a half (1 ½) hour sessions each semester for a total of twenty-five and a half (25 ½) hours. All vehicles shall be present at all 17 sessions. Payment shall only be made for the vehicles that provided services.

Should any sessions be cancelled due to inclement weather, Contractor shall provide vehicles for make-up sessions without penalty. Make-up sessions shall be held during the semester in which the cancellation occurred, or in consultation with the Traffic Safety Coordinator.

The required number of cars for each Semester Course will be based on enrollment for the semester and Campus location. Historically, the College has required approximately the following number of cars at the corresponding Campuses:

Ammerman Campus:                      up to 11 cars

Michael J. Grant Campus:                up to 6 cars

Eastern Campus:                          up to 5 cars

The cars shall be utilized 100% for instructional purposes, and adequately maintained during the life of this agreement so that they are completely safe for student use. During class time, stops shall not be made for fuel, company or personal business, or food.

All accidents shall be reported immediately to the Traffic Safety Coordinator and proper NYS accident forms initiated and sent to proper channels. In addition, the following shall be done:

- A. Police shall be notified.
- B. Copy of the police report shall be attached to the accident report and sent to the Traffic Safety Coordinator. (incident report form)
- C. Damage cost to vehicles to be handled by commercial school procedures, but Suffolk County Community College shall be kept informed of cost involved in terms of property damage, injury and death.

Any summons issued to a Driver Education car or instructor for any violations shall be reported immediately

to the Traffic Safety Coordinator, and an incident report form submitted within 24 hours.

Any confrontation between students, disagreements with parents, confrontations with other drivers and property damage during the driving session shall be reported immediately to the Traffic Safety Coordinator, and an incident report form submitted within 24 hours.

No student shall be taken out alone for either a road class, or make-up. At least two (2) students shall be in the car at all times, but no more than four (4).

There shall be no smoking by the instructor or students on campus or in the vehicle.

The Contractor shall notify the Traffic Safety Coordinator, at a minimum of 24 hours in advance, if the required cars will not be at the designated locations on time. The Contractor shall also notify the Traffic Safety Coordinator if, on the day of the session, any car will be absent for its assigned driving session due to unforeseen reasons. As part of this 24-hour pre-notification, the Contractor shall submit the necessary information using the Absent Car Notification Sheet provided as Exhibit IV in the Exhibits of this Section II – Bid Requirements Payment shall only be made for the vehicles that provided services. In addition, Contractor shall provide vehicles for make-up sessions in the event of an absence. If the Contractor has provided the minimum 24 hours notification, Contractor shall be reimbursed in accordance with price per car rate reflected in Section III – Bid Prices. However, should the Contractor not provide the required 24-hour advanced notification, the College shall make payment to the Contractor for the make-up session at a reduced rate of 90% of the per car rate. Repeated instances of absent cars may result in the Contractor's removal from the list of qualified vendors for the College's NYSED MV 285 card program.

### **III. SERVICE REQUIREMENTS**

#### **Instructors**

1. Instructors shall be experienced, and properly licensed in accordance with the Department of Motor Vehicles and shall comply with the fingerprinting requirement for prospective school employees set forth in 8 NYCRR Part 87. Instructors shall meet all the requirements stated in Section 215.501 of the Vehicle and Traffic Law of New York State.
2. Instructors shall:
  - a. have completed the basic 30-hour instructor course;
  - b. have no less than six (6) months to one (1) year of in-car instruction, and
  - c. have met all NYSDMV requirements for in-car instructor certification.
3. Instructors shall meet the College's schedule for the driving sessions and shall always be on time. Any instructor that is chronically late or ends sessions early (i.e. more than 3 occurrences of a 15 minutes difference from the scheduled time) shall be asked to leave the program and the driving school shall be required to make up the time at the College's convenience, and at no additional cost to the College.
4. Instructors shall follow the curriculum set forth by the College, and coordinate activities through Traffic Safety Coordinator. The College reserves the right to remove any driving instructor who does not follow the College's driving policies.
5. The instructors shall attend a mandatory orientation meeting each semester and other meetings throughout the semester when requested by the Traffic Safety Coordinator.

6. Instructors are expected to abide by all anti-discrimination, sexual harassment and ethical conduct codes that govern College instructors.
7. Instructors shall dress in professional attire at all times. Shorts, T shirts and flip-flops are prohibited.
8. Contractor shall provide the College with a list for review and pre-approval, of regular instructors and their substitutes who shall be designated and provide driving instruction services to the College under this Agreement. The list shall be provided to the College two weeks prior to the start of the semester and include the below information for each of the individuals identified. This information shall be submitted using Instructor and Group Leader Information Sheet provided as Exhibit III in Exhibits at the end of this Section II – Bid Requirements:
  - A. Name
  - B. Date of Birth
  - C. Driver's License #
  - D. 30 hour certificate Completion Date
  - E. MV # (MV-524 or MV-283)

Should any staffing changes of any of the regular instructors or substitutes occur during the life of the Agreement, Contractor shall submit to the College for its review and approval, information regarding the instructors and/or substitutes who are anticipated to provide services to the College. This information shall be submitted on the above indicated form in a timely manner before the next session, to prevent any impact to the program. No instructor or substitute shall be permitted to teach a class if the necessary information is not submitted in the required format and approved by the College.

9. The College reserves the right to require the Contractor to remove an instructor if it determines that said instructor is unfit or performs unsatisfactory.
10. A group leader shall be designated among the instructors for each Campus by the Contractor at least one (1) week prior to the beginning of each semester. This group leader shall be assigned to the specific Campus for the entire Semester Course. The group leader shall adhere to the following:
  - A. The group leader shall be equipped with a cell phone. The cell phone number shall be provided to the Traffic Safety Coordinator using the Instructor and Group Leader Information Sheet provided as Exhibit III included under Exhibits at the end of this Section II – Bid Requirements.
  - B. The group leader shall be responsible for coordinating and ensuring that all other cars and instructors assigned to the Campus are present and begin the sessions on time, and shall have the resources to contact any late arriving instructors. The group leader shall be responsible for communicating with any instructors arriving late to the session, and providing updates to the Traffic Safety Coordinator.
  - C. The group leaders shall ensure that students assigned to cars that are absent for the session are not left alone. They shall contact the appropriate Campus security and wait until Security arrives before leaving the students.
  - D. The group leader shall remain with the students after the sessions end, and only leave the site once all students are picked up. If a student is not picked up, the group leader shall wait or contact security and wait with student until security arrives.
11. Instructors shall take verbal attendance every driving session and log the type and number of instructional hours delivered to each student. Instructors shall review and sign the students' driver log upon course completion.

### **Vehicles**

Contractor shall make available to the College, no less than the minimum number of guaranteed cars per Semester as stated in Section III – Bid Prices. However, the College does not make any guarantee for the utilization of said number of vehicles, and reserves the right to make additions and deletions to that number. Eight (8) weeks prior to the commencement of each Semester, Contractor shall provide confirmation of the availability of the guaranteed number of cars for each Campus. As part of this confirmation, prior to the start of the semester, the Contractor shall submit the Semester Vehicle Guarantee Sheet provided as Exhibit VI in the Exhibits of this Section II – Bid Requirements. Should the Contractor not be able to provide the required number of cars, the Contractor shall notify the College immediately upon identification of the shortfall, no less than two weeks prior to date of the upcoming session where the car will be unavailable. Failure to provide such notice may result in the College engaging the services of another vendor to obtain the additional cars not supplied by the Contractor, and charging the Contractor for the difference in cost of those cars, if higher.

Each vehicle provided by the Contractor shall meet the Department of Motor Vehicles Guidelines for Dual-Controlled Safety-Equipped Vehicles (see DMV regulations 76.11 excerpt in item V herein), and be reported on the DMV form MV-527, as well as meet the following requirements:

1. The Contractor shall provide vehicles that are no older than five model years prior to the date of contract execution.
2. Four door, mid-size, dual controlled cars with the capacity of (6) passengers or greater. Compacts are not acceptable.
3. The vehicle shall be safety equipped to provide all occupants with maximum protection in accordance with the Department of Motor Vehicles requirements provided herein, and meet all state regulations for Driver Education cars. This includes but is not limited to the cars being equipped with the following:
  - A. Dual control brakes
  - B. An additional rear view mirror
  - C. An eye check mirror for teacher use
  - D. Reflective devices (such as flares, triangles, etc.)
  - E. Fire extinguisher
  - F. First aid kit
  - G. At least two front seatbelts and three rear seatbelts
4. Automobiles used for instruction at the College shall meet NYSDMV inspection standards as outlined in the New York State Vehicle Safety/Emissions Inspection Program. Contractor shall provide detailed service records to the College using the Car Service Record provided as Exhibit V in the Exhibits.
5. A standard accident report shall be kept in the vehicle.

### **Evaluation of Student**

Within one (1) day of completion of the semester, the Contractor shall submit an instructor's report, in alphabetical order, for each student that attended the course. This evaluation shall include the following:

1. number of hours the student actually spent driving
2. the number of hours the student spent with in-car evaluation
3. the student's final numerical grade.

**IV. IN-CAR DRIVER EDUCATION CURRICULUM**

The course shall, at a minimum, address the following topics:

**Week 1**

**Vehicle familiarization**

Orientation to instruments and devices  
Preparing to move the vehicle  
Parking the vehicle  
Entering and leaving the vehicle

Basic skills in moving the car forward  
Gradual acceleration, speed control and braking  
Gradual stopping and positioning  
Tracking on a straight path  
Tracking on turning paths

Basic skills in moving the vehicle backward  
Steps preparing to back up car  
Speed control & tracking  
Backing and positioning

**Week 2**

**Orientation to on street driving**

Entering traffic  
Applying speed control and tracking skills  
Applying rules of the road

Scanning for, evaluating and responding to obstacles

Driving Distractions

Scanning techniques  
Evaluating  
Speed control response to obstacles

**Week 3 – 4**

**Right and left turns**

Preparatory phase  
Execution phase: intersection and path clear  
Execution phase: obstacles are present

**Week 5 – 6      Changing lanes**

The problem  
Related concepts and information  
Preparatory phase  
Execution phase: critical area clear  
Execution phase obstacles are present  
Highway driving: low risk  
Sight distances: along your path  
Sight distances: along intersecting paths  
Curves  
Hills  
Intersections

**Week 7            Backing maneuvers**

The problem  
Related concepts and information  
Preparatory phase  
Execution phase: path is clear  
Execution phase: obstacles appear during maneuver parallel parking

**Week 8            Turning around**

The problem  
Selection phase  
Preparatory phase  
Execution phase for 3-point turn

**Week 9 – 10     Highway driving: medium risk**

The problem  
Sight distances along your path  
Sight distances along intersecting paths  
Curves  
Hills  
Intersections  
Adjacent areas  
Traffic lanes  
Traffic density and flow  
Pedestrians  
Traffic signals, signs and regulations

**Week 11**      **City driving: low risk**

The problem  
One way streets

**Week 12**      **Limited access highways**

The problem  
Entering the highway  
Driving on the highway  
Exiting from the highway

**Week 13 – 14**      **Advanced city driving**

The problem  
Merging  
Scanning  
Flowing  
Parking lots

**Week 15**      **Free time**

Practice areas where students needs help

**Week 16**      **Performance evaluation**

Planning for future improvement

**Week 17**      **Makeup time**

**V. DEPARTMENT OF MOTOR VEHICLES GUIDELINES FOR DUAL-CONTROLLED AND SAFETY-EQUIPPED VEHICLES**

VEHICLES IN THE COURSE

1. Vehicles

- A. All vehicles used for Driver Traffic Safety Education instruction shall be properly registered on an inventory form, provided by the Safety Education Services Unit, New York State Education Department, Albany, New York 12234.
- B. Automobiles used for instruction shall be properly maintained and in sound mechanical condition. The vehicles should be garaged to prevent vandalism.
- C. Written records should be maintained and should include: time, mileage devoted to instruction, fuel consumed and service maintenance information.
- D. A valid insurance certificate and a valid vehicle registration shall be kept in the vehicle.

2. Safety Package

- A. The vehicle shall be equipped to provide the four (4) students and teacher with maximum occupant protection. Use of the equipment by all occupants is essential. The vehicle shall be equipped with the following:
  - a) Dual Controls
  - b) Left Exterior Mirror
  - c) Interior Mirror for Teacher
  - d) Flares and/or Approved Warning Triangles
  - e) Fire Extinguisher
  - f) First Aid Kit
  - g) Winter Driving Essentials

3. Identification

- A. The vehicle shall display sign(s) that conform to New York State Department of Motor Vehicles (NYSDMV) regulations Title 15 NYCRR, Chapter I, Subchapter A, Part 2.2c



**VI. SAMPLE SEMESTER CALENDARS**

**A. Fall – Spring Semester**

CLASSROOM AND/OR DRIVING MEETINGS  
AS NOTED ON THE ENCLOSED APPLICATION

**MONDAYS**

September 30  
October 7, 14, 21, 28  
November 4, 11, 18, 25  
December 2,9,16  
January 6, 13, 27  
February 3, 4\*

**TUESDAYS**

September 24  
October 1, 8,15, 22, 29  
November 5,12,19, 26  
December 3, 10, 17  
January 7,14, 21, 28

\*NOTE: Last Monday Class Meets on TUESDAY, February 4th.

**WEDNESDAYS**

September 25  
October 2, 9, 16, 23, 30  
November 6, 13, 20, 27  
December 4, 11, 18  
January 8, 15, 22, 29  
February 6

**THURSDAYS**

September 25  
October 3, 10, 17, 24, 31  
November 7, 14, 21  
December 5, 12, 19  
January 9, 16, 23, 30

**FRIDAYS**

September 27  
October 4, 11, 18, 25  
November 1, 8, 15, 22  
December 6, 13, 20  
January 10, 17, 24, 31  
February 7

**SATURDAYS**

September 28  
October 5, 12, 19, 26  
November 2, 9, 16, 23  
December 7, 14, 21  
January 11, 18, 25  
February 1, 8

**DRIVING ON SATURDAYS**

September 28  
October 5, 12, 19, 26  
November 2, 9, 16, 23  
December 7, 14, 21  
January 11, 18, 25  
February 1, 8

**B. Summer Semester**

First Summer Session

July 7, 8, 10, 11

14, 15, 16, 17

21, 22, 23, 24

28, 29, 30, 31

August 1

**VII. DMV REGULATION 76.11 for SCHOOL VEHICLES**

**EQUIPMENT**

76.11 School Vehicles.

- (a) No vehicle owned or controlled by a drivers' school may be used for the purposes of giving driving instruction until the licensee has obtained from the commissioner. A school vehicle identification certificate, which certificate shall be carried in such vehicle or in the case of a motorcycles on the instructor's person, at all times while such vehicle is being used either for driving instructions or road tests. When a vehicle owned by an instructor is no longer used for instruction, the school vehicle identification certificate must be surrendered to the licensee who shall surrender it to the district office of the Department of Motor Vehicles. (Amended 8/14/84)
- (b) An application for a record of drivers' school certified vehicles must be made on a form prescribed for such purpose by the commissioner. (Amended 12/3/84)
- (c) A record of drivers' school certified vehicles is required for all additional or substitute vehicles. (Amended 12/3/94)
- (d) All drivers' school vehicles, except motorcycles, must be equipped as follows: (Amended 3/27/85)
  - (1) with seat belts for both the student and the instructor or a passive in-car restraint as approved by law, Federal regulation, or by the commissioner, additional rear view mirror for the use of the instructor, and otherwise equipped in accordance with the Vehicle and Traffic Law. If the operation of such vehicle requires a class A, B or C license, it must also be equipped with an additional side view mirror for the use of the instructor. Seat belts are not required on vehicles, which may only be operated by a holder of a class A, B or C license, except for school buses, in accordance with Part 49.2 of the regulations. School buses are required to have seat belts as specified in part 49-6 of these regulations, with the number of such seat belts dependent upon the seating capacity; (Amended 2/19/91)
  - (2) with dual controls on foot brakes- Tractor trailer combinations owned or- controlled by 'a drivers' school need not be equipped with dual controls on foot brakes. However, such combination must be equipped with some type of device, such as a trolley broke, which will permit the instructor to bring the vehicle to a halt. (Amended 12/3/94)
  - (3) with a sign or signs, if used for instruction purposes, containing the words "STUDENT DRIVER" in letters no less than two inches in height and one-fourth inch stroke, against a background of a contrasting color, visible from both the front and rear, and not obstructed by any other sign. The

sign must contain all the letters of the words "STUDENT DRIVER". The sign or signs may be one two-faced roof sign, or two roof signs, or a sign on the front and a sign on the rear, or front and rear bumper stickers. The sign may be either permanent or removable. The sign may contain advertising material. Notwithstanding the foregoing, compliance with this paragraph shall not be a prerequisite for the issuance of a record of drivers' school certified vehicles. (Amended 12/3/84)

11. **Site Visit:**

N/A

12. **COVID-19 Safety Protocols**

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

**EXHIBITS**

**EXHIBIT I  
Suffolk County Community College Driver Education  
Car Service Record**

Car maintenance record must include:

Name of Driving School:	
Model and Make of car:	
VIN #:	
Last inspection date:	
Vehicle Mileage on Repair Date	
Date of all repairs	
Repairs Completed	
Repairs Performed By (Name and contact information, phone, email)	
Vehicle Mileage on Service Date	
Date of Service:	
Service Performed By (Name and contact information, phone, email)	

**EXHIBIT II**  
**Suffolk County Community College Driver Education**  
**Grade Reporting Sheet**

All grades shall be emailed to the Traffic Safety Coordinator within one (1) day of the completion of the semester.

Students shall be listed in alphabetical order.

**Driving School** \_\_\_\_\_

**Semester:** \_\_\_\_\_

**Campus:** \_\_\_\_\_

<u>Student Name</u>	<u>Driving Time (# of Hours)</u>	<u>In-Car Evaluation In-Car Evaluation(# of Hours)</u>	<u>Classes Attended</u>	<u>Car Number</u>	<u>Grade</u>

**EXHIBIT III**  
**Suffolk County Community College Driver Education**  
**Instructor and Group Leader Information Sheet**

A group leader shall be designated among the instructors for each Campus by the Contractor one (1) week prior to the beginning of each semester. The group leader shall be assigned to the specific Campus for the entire Semester Course. The group leader shall be equipped with a cell phone. Their cell phone number shall be emailed to Traffic Safety Coordinator using this completed form. The group leader shall be responsible for coordinating and ensuring that all other cars and instructors assigned to the Campus are present and begin the sessions on time, and shall have the resources to contact any late arriving instructors. The group leader shall be responsible for communicating with any late arriving instructors, and providing updates to the Traffic Safety Coordinator.

**Driving School:** \_\_\_\_\_  
**Semester:** \_\_\_\_\_  
**Campus:** \_\_\_\_\_

Car #	Instructor	Date of Birth	Driver's License #	MV Number	30 Hour Completion Date

Name of Group Leader \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

**EXHIBIT IV**  
**Suffolk County Community College Driver Education**  
**Absent Car Notification Sheet**

The Contractor shall notify the Traffic Safety Coordinator by email, at a minimum of 24 hours in advance, if the required cars will not be at the designated locations on time. The Contractor shall also notify the Traffic Safety Coordinator if any car is absent for its assigned driving session due to unforeseen reasons on the day of the session, and shall be required to provide vehicles for make-up sessions in the event of an absence. As part of the notification process, the Contractor shall email the necessary information to the Traffic Safety Coordinator using this form. Failure to provide the required 24-hour advanced notification may result in the College making payment to the Contractor for the make-up session at a reduced rate of 90% of the per car rate identified in Section III –Bid Prices. Repeated instances of absent cars may result in the Contractor’s removal from the list of qualified vendors for our NYSED MV 285 card program.

Name of Driving School:	
Semester:	
Campus:	
Number of Absent Car(s):	
Time When Absent:	
Reason for Car’s Absence:	

**EXHIBIT V**  
**Suffolk County Community College Driver Education**  
**Summons – Incident Report Sheet**

This form shall be used to submit a report by email to the Traffic Safety Coordinator within 24 hours of occurrence, any and all of the following issues that occur during a driving session:

- a) Any and all accidents no matter how minor,
- b) Any violations summons issued to a Driver Education car or instructor,
- c) Any confrontation between students, disagreements with parents, confrontations with other drivers and property damage.

Driving School:	
Semester:	
Campus:	
Car Number:	
Instructor Name:	
Student Driver:	
Passengers:	
Police Report Number	
Summons Description	
Copy of Summons Attached? (Yes or No)	
Summary of Incident	



**EXHIBIT VI**  
**Suffolk County Community College Driver Education**  
**Semester Vehicle Guarantee Sheet**

The Contractor shall provide no less than the minimum number of guaranteed cars per Semester as stated in Section III – Bid Prices. However, the College does not make any guarantee for the utilization of said number of vehicles, and reserves the right to make additions and deletions to that number. Eight (8) weeks prior to the commencement of each Semester Course, the Contractor shall provide confirmation of the availability of the guaranteed number of cars for each Campus, based on consultation with the Traffic Safety Coordinator. As part of this confirmation, the Contractor shall submit this Semester Vehicle Guarantee Sheet. Should the Contractor not be able to provide the required number of cars, the Contractor shall notify the College immediately upon identification of the shortfall, no less than two weeks prior to date of the upcoming session where the car will be unavailable. Failure to provide such notice may result in the College engaging the services of another vendor to obtain the additional cars not supplied by the Contractor, and charging the Contractor the difference in cost for those cars, if higher.

Date	
Name of Driving School	
Semester	
Campus	
Number of Cars Available	
Days Cars are Available	
Times Cars are Available	

This form shall be signed by the owner of the driving school.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**EXHIBIT VII**  
**Suffolk County Community College Driver Education**  
**Student Attendance Sheet**

Attendance sheet shall include:

Campus	
Name of student	
Assigned driving time	
Car number	
Instructor's name	
Name of Driving School	
Dates of student's attendance	
Lesson taught to student	
Progress of student	
Final grade of student (numerical)	

Signed declaration of instructor that student has completed 24 hours of in-car instruction.

\_\_\_\_\_  
Signature of Instructor

\_\_\_\_\_  
Date

**EXHIBIT VIII**  
**MONTHLY SERVICE CERTIFICATION BY TRAFFIC SAFETY COORDINATOR**

Campus: \_\_\_\_\_

Name of Driving School: \_\_\_\_\_

Total # of Cars Required Per Session: \_\_\_\_\_

Semester: \_\_\_\_\_

Month: \_\_\_\_\_

<u>Session Dates</u>	<u># of Cars</u>
_____	_____
_____	_____
_____	_____

Signed declaration of instructor that Contractor has provided the required driver's education in car training services utilizing the necessary cars as identified above.

\_\_\_\_\_  
Signature of Traffic Safety Coordinator

\_\_\_\_\_  
Date

**End of Text for Exhibit A**

**EXHIBIT B**  
**Payment Terms and Conditions**

1. **Compensation.** In consideration for providing Driver Education In-Car Training for the College, the College shall pay the Contractor One Thousand Nine Hundred Dollars (\$1,900.00) per each car utilized to conduct training during each academic term, as stipulated in ATTACHMENT 1, annexed hereto. All remaining terms and conditions relating to prices as described in Exhibit A, and in the Formal Bid shall remain in effect during the term of this Agreement.
  
2. **General Payment Terms**
  - a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
  - b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit B for the completion of all work, labor and services contemplated in this Agreement.
  - c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
  - d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.
  
3. **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 County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.
  
4. **Limit of College's Obligations**

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

**ATTACHMENT 1  
Compensation**

*Correct  
Bid  
Pricing*

Contractor shall submit with its bid the following:

- (1)  Copy of bidder's relevant license to perform work in the County of Suffolk and local municipalities.
- (2)  Proof of bidder's relevant experience for a minimum of five (5) years.
- (3)  List of personnel who shall be designated to the College's program, along with the following documentation:
  - (a)  Personnel's relevant experience, including number of years working with the company
  - (b)  Licenses and certifications, including the MV-524 license
  - (c)  work schedule
  - (d)  acceptable driving abstract, i.e. the License Enforcement Notification Services (LENS) report, indicating that the instructor has no infractions on their record.
  - (e)  Documentation demonstrating that designated instructors assigned to the College's account have:
    - i.  have completed the basic 30-hour instructor course;
    - ii.  have no less than six (6) months to one (1) year of in-car instruction, and
    - iii.  have met all NYS DMV requirements for in-car instructor certification.
- (4) Contractor Certification included in this Section III – Bid Prices.
- (5) The primary contact who shall be the contract liaison with the College.

The College will not reimburse the Contractor for any additional costs beyond the amounts indicated in this Section III – Bid Prices. Bid amounts below shall be on a per car basis and shall be all inclusive. The bid price shall include all costs applicable to the contracted vehicles provided by the Contractor and used by the employees of the Contractor, such as gasoline, insurance, maintenance and repairs.

The College may award multiple contracts per Campus to ensure that the necessary number of cars are available to meet the enrollment needs. Bidder shall provide a bid amount per car, for one or more Campuses in accordance with the specifications defined herein. Bidders are not required to submit bid prices for all Campuses. Awards will be made in accordance with the pricing from lowest to highest. Work will be assigned to Contractor(s) based on pricing from lowest to highest.

AMMERMAN CAMPUS

Price Per Car: \$ 1900.00

Minimum # of Guaranteed Vehicles per Semester: 2

MICHAEL J. GRANT CAMPUS

Price Per Car: \$           

Minimum # of Guaranteed Vehicles per Semester:           

EASTERN CAMPUS

Price Per Car: \$           

Minimum # of Guaranteed Vehicles per Semester:           

End of Text for Exhibit B

**EXHIBIT C**  
**General Terms and Conditions**

**Whereas**, the College issued a formal sealed bid, which was advertised on January 26, 2023, and

**Whereas**, Contractor submitted a proposal in response to such bid on February 17, 2023, and

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

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

**1. Contractor Responsibilities**

**a. Services**

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

**b. Qualifications and Licenses**

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

**c. Child Protection and Mandatory Reporting Policies**

Contractor agrees that during the Term of this Agreement, the Contractor, as well as all its employees must comply with the [College's Child Protection Policy](#) as well as with the [College Policy on Mandatory Reporting and Prevention of Child Sexual Abuse](#).

**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, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

**b. Termination for Cause**

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

- iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.
- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

**c. Termination for Emergencies**

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

**d. Termination for Convenience**

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice ("Termination Notice.") In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

**e. Payments upon Termination**

- i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with 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 Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

### 3. Indemnification

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

### 4. Insurance

- a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or County as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or County for Contractor. Unless otherwise specified by the College and/or County and agreed to by Contractor, in writing, such insurance shall be as follows:
  - i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
  - ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
  - iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Contractor shall furnish to the College 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 Contractor shall furnish a certificate of insurance evidencing the College's and the County's status as additional insureds on the policy. The Contractor must ensure**



**that the certificate of insurance references the assigned Contract Number and Project Name.**

- d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in Exhibit E entitled "Notices and Contact Persons" or at such other address of which the College and/or County shall have given Contractor notice in writing.
- e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or County and Contractor.

**5. Independent Contractor**

It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor, nor any person hired by Contractor shall be considered employees of the College and/or 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 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's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College, or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or 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 County, its 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. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
  - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
  - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
  - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
  - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
  - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
  - i. the types of service(s) or other benefits to be provided, or
  - ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
  - iii. the class of individuals to be afforded an opportunity to receive services.

## 10. College's Non-Discrimination Notice

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at [www.sunysuffolk.edu/nondiscrimination](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**

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

**12. Governing Law**

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

**13. No Implied Waiver**

No waiver shall be inferred from any failure or forbearance of the College and/or 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. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or County.
- b. Contractor is charged with the duty to disclose to the College and/or County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

**15. Cooperation on Claims**

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

**16. Confidentiality**

Any records, reports or other documents of the College and/or County or any of its agencies used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or County and shall be kept confidential in accordance with applicable laws, rules and regulations.

**17. Assignment and Subcontracting**

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or 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 County in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

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

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

**19. Certification as to Relationships**

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or 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. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

“This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk.”

- b.** The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

**End of Text for Exhibit C**

**EXHIBIT D**  
**Suffolk County Legislative Requirements**

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

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

**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.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms:** Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

#### 4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

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

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

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor –"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

## 5. **Gratuities**

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

## 6. **Prohibition Against Contracting with Corporations that Reincorporate Overseas**

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.



**7. Non-Responsible Bidder**

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**8. Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**9. 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 Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

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

**and For Contractor**

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

**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 Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

**For the College**

David T. Schneider  
Executive Director – Risk Mitigation  
Suffolk County Community College  
533 College Road, NFL 125  
Selden, NY 11784-2899

**and For Contractor**

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

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

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor 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 Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other 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 11784-2899

**and** Suffolk County Attorney  
Suffolk County Department of Law  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788-5402

**For Contractor:**

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**