

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

D&L Installations, Inc. ("Contractor"), a New York corporation having its principal place of business at 230 Knickerbocker Avenue, Bohemia, New York 11716.

The parties hereto desire for Contractor to provide to the College repair services on an as-needed basis for the appliances used on its three campuses and one satellite building, 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.

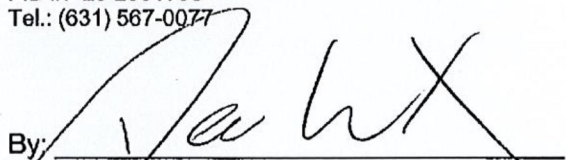
Total Cost of Agreement: Shall not exceed amounts as set forth in Exhibit B, attached hereto.

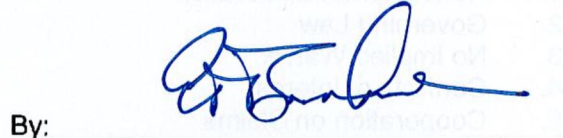
Terms and Conditions: Shall be as set forth in Exhibits A through E, attached hereto and made a part hereof.

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

D&L Installations, Inc.
FID #: 26-2881735
Tel.: (631) 567-0077

Suffolk County Community College

By: 
Denise Levix
President

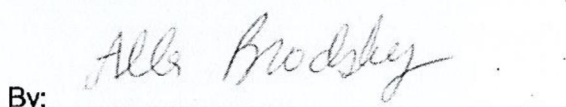
By: 
Edward T. Bonahue, Ph.D.
President

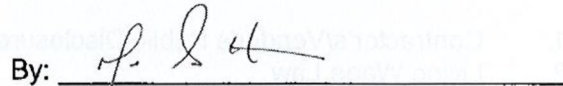
Date: 4-21-23

Date: 4/21/23

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: 4.21.2023

Date: 04.21.2023

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EXHIBIT A
Description of Services

The Contractor shall provide the services as requested in the College's Formal Bid for Repair of Appliances, which was issued by the Purchasing Department on March 9, 2023, and which is incorporated by reference into this Agreement. Specific description of Services to be performed from the Formal Bid is annexed hereto.

EXHIBIT A
Description of Services

Specifications:

Contractor shall, on an as-needed basis, provide maintenance and repair services on an as-needed basis for the College's appliances used on its three Campuses and one satellite location, as identified below:

- Ammerman Campus: 533 College Road, Selden NY 11784
- Michael J. Grant Campus: 1001 Crooked Hill Road, Brentwood NY 11717
- Eastern Campus: 121 Speonk-Riverhead Road, Riverhead NY 11901
- Culinary Arts Building: 20 Main Street, Riverhead, NY 11901

The College's Eastern Campus cafeteria, which is operated by the Suffolk Community College Association, Inc., may utilize the contract for any kitchen equipment repairs as needed. In addition, Academic Departments, such as Biology, may use this contract for repairs to their lab equipment, which includes refrigerators, dishwashers, and microwaves. The sample list of some of the equipment currently at the College is included as Exhibit 1, at the end of this Section II – Bid Requirements. This sample list is not all-inclusive and the equipment may change throughout the contract term due to new purchases of equipment and/or disposal of existing obsolete equipment.

I. MINIMUM REQUIREMENTS

- i. Contractor shall have a minimum of five (5) years' experience of continuous relevant service.

II. GENERAL REQUIREMENTS

The Contractor shall assign to the College a company representative who will work on the College's account under the contract and who will be available on an as-needed basis 24 hours a day, 7 days a week. The Contractor shall provide the College with contact information for the representative and update this information promptly throughout the contract term.

Normal working hours are 7:00 AM to 3:00 PM Monday through Friday. Work shall be performed during normal working hours. No overtime shall be authorized under this contract.

Contractor shall respond to non-emergency service calls within twenty four (24) hours of notification, and respond to emergency service calls within two (2) hours.

All work shall be in accordance with the Federal Government, NYSDEC, Suffolk County Health Department, OSHA, New York State Department of Labor, and all local codes, as applicable.

Contractor shall acquaint himself with conditions found at the site and shall assume responsibility for placing and installing the appropriate equipment and systems in the required locations. The College reserves the right to assign its personnel to assist Contractor's personnel if it is deemed to be in the best interest of the College.

Contractor's personnel shall have all the tools and equipment necessary to perform the required work. The College will not pay for any rental or replacement expenses associated with the necessary tools or equipment required to perform the work.

Contractor shall maintain an adequate level of inventory of new, original manufacturer's parts and materials to ensure prompt repairs on a short notice. Contractor shall use the most up-to-date materials being manufactured. No obsolete materials will be allowed. All parts shall be new and must be equal or better than the original equipment. Rebuilt parts may be used only with prior approval of the College. All materials used in the installation shall be of the highest quality and shall be free from any and all defects. The College reserves the right to furnish parts and materials if deemed to be in the best interest of the College. All parts replaced under this contract shall become the property of the College and shall be left at the site unless directed otherwise by an authorized representative of the College.

Contractor shall perform all work in the best workmanlike manner and shall clean up and remove all debris and rubbish generated as a result of the work. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the work site in satisfactory repair and order.

Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor's staff is responsible.

In addition, Contractor shall perform work so as to cause the least inconvenience to the College and with proper consideration to other contractors or workmen. Contractor shall properly supervise the work being performed at the College and shall perform services as promptly and expeditiously as possible.

Except for emergency work, Contractor may be required to submit a budget cost estimate before any work is started. Cost estimates shall be provided by the Contractor at no cost to the College. Cost estimates must be provided within 2 business days. Submission of a cost estimate does not guarantee that College will move forward with the estimated work. The College may choose to not move forward with the projects due to funding or other planning changes. Cost estimates shall be prepared in a manner consistent with the pricing structure of the contract which includes the following:

- Labor hours required to complete the work
- Billable Hourly Rate
- Anticipated parts and materials with associated cost, and mark-up of 10%
- Shipping costs associated with the purchasing of parts by the Contractor will be reimbursed at direct cost with no mark-up

For emergency work, Contractor may be required to submit a budget estimate within forty eight (48) hours of the work being started.

The College will pay the Contractor a flat rate for coming on site, evaluating the appliances(s) needed repair(s), and preparing an estimate. The flat rate shall be equal to one hour at the Technician's Billable Hourly Rate reflected in Section III – Bid Prices.

No travel time will be paid to the Contractor. Payments will be made only for time on the job.

If the College moves forward with the repair(s), compensation will be based on actual time spent on the job multiplied by the Technician's Billable Hourly Rate reflected in Section III – Bid Price. The College will pay the Contractor for a minimum of one (1) hour. For time in excess of the first hour, Contractor will be paid in 15 minute increments based on the billable hourly rates reflected in the bid submission. In order to be eligible for payment on the 15 minute increment, Contractor shall have worked for at least five minutes past the prior 15 minute increment.

Upon arrival to the Campus, Contractor's personnel shall report to the Department that placed the call for service, and provide a service ticket that reflects the arrival time. Once estimate or work is completed, the service ticket must be updated to reflect the departure time. Service ticket must be countersigned by the College representative.

All labor shall be guaranteed for a period of one (1) year from the date of acceptance. All parts shall be guaranteed for a minimum of ninety (90) days or in accordance with the manufacturer's warranty, if greater than ninety (90) days.

Parts used when performing repairs services shall be billed at the Contractor's certified cost plus ten percent (10%). Contractor certified cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer's invoice. Receipts for any shipping must be provided if paid outside of the manufacturer's invoice.

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

- The Purchase Order number under which work was being performed
- Reference the location and campus where work was completed
- Copy of service ticket that clearly and legibly reflects the arrival and departure times on the date(s) the Contractor's personnel was on site to perform the services. The service ticket shall be the basis for payment, and service ticket(s) not submitted in a timely fashion will result in payments being held up. **A copy of the service ticket also shall be submitted to the Department that submitted the request for service.**
- Description of the actual work that was completed
- Billable Hourly Labor Rate
- Manufacturer's invoice for materials/parts
- Subcontractors' invoices
- Receipts for shipping, if applicable and paid outside of the manufacturer's invoice

Under this contract, subcontracting is not permitted unless authorized in writing by the College. If the use of subcontractor(s) is approved by the College, the Contractor is allowed to add up to a ten percent (10%) mark-up to the invoice from the sub-contractor. Sub-contractor(s)'s invoice must be presented to the College at the time of submission of payment request.

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

11. **Site Visit:**

NA

12. **COVID-19 Safety Protocols**

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

EXHIBIT 1

Below is a sample list of some of the equipment currently at the College.

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Alto Sham	1200-UP		Warmer		BSC Aramark Main Kitchen
Alto Sham	1200-UP		Warmer		BSC Aramark Main Kitchen
Avanti	BCA306SS-IS		Mini Fridge		BSC Aramark Main Kitchen
Bakers Pride	EP-8-3836		Pizza Oven		BSC Aramark Main Kitchen
Bakers Pride	EP-8-3836		Pizza Oven		BSC Aramark Main Kitchen
Bunn	DualTFDBCMP30A		Coffee maker		BSC Aramark Main Kitchen
CONTINENTAL	1R		Refrigerator		BSC Aramark Main Kitchen
CONTINENTAL	1R		Refrigerator		BSC Aramark Main Kitchen
CONTINENTAL	1R		Refrigerator		BSC Aramark Main Kitchen
Continental	1R		Refrigerator		BSC Aramark Main Kitchen
CONTINENTAL	CP-A68		Low Boy		BSC Aramark Main Kitchen
Curtis	TP2T1083190		Coffee maker		BSC Aramark Main Kitchen
DUKE	AD13EM (SW)		HOT TABLE		BSC Aramark Main Kitchen
DUKE	AD13EM (SW)		HOT TABLE		BSC Aramark Main Kitchen
DUKE	DCTST-46-SSM		COLD TABLE		BSC Aramark Main Kitchen
DUKE	DCTST-4-SSM		Holding Table		BSC Aramark Main Kitchen
DUKE	DCTST-74-SSM		Holding Table		BSC Aramark Main Kitchen
Federal	IMSS84SC-3		Grab and Go Case		BSC Aramark Main Kitchen
Garland	47-40R		Oven and Flat Top Grill Combo (2)		BSC Aramark Main Kitchen
Garland			Flat top/Oven /6 Burner		BSC Aramark Main Kitchen
Garland Summit Series	SUMG-GS-20ESS		Convection Oven		BSC Aramark Main Kitchen
Globe	G14		Slicer		BSC Aramark Main Kitchen
Hatco	FDWD1X		Holding Display		BSC Aramark Main Kitchen
Hatco	GR2SDS24D		Slide warmer		BSC Aramark Main Kitchen
Hatco	GRAL-48		table top Food Warmer		BSC Aramark Main Kitchen
Hatco	GRAL-48		table top Food Warmer		BSC Aramark Main Kitchen
Hatco			Food Warmer		BSC Aramark Main Kitchen
Hatco			Food Warmer		BSC Aramark Main Kitchen
Hobart	H600DT		Mixer		BSC Aramark Main Kitchen

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Ice O Matic			Ice Machine		BSC Aramark Main Kitchen
Market Forge	30pSTGL		Kettle		BSC Aramark Main Kitchen
Minus 40			Innovation refrigerator		BSC Aramark Main Kitchen
Pitco	40D		Fryer		BSC Aramark Main Kitchen
Pitco	SG14		Fryer		BSC Aramark Main Kitchen
Sharp	1000W/R-21LC		Microwave		BSC Aramark Main Kitchen
TAFCO	1210FTSC		Walk In Freezer		BSC Aramark Main Kitchen
TAFCO	1312CTSC		Walk In Refrigerator		BSC Aramark Main Kitchen
True	T-23-HC		Refrigerator		BSC Aramark Main Kitchen
Volcan	C24GAC		Steamer		BSC Aramark Main Kitchen
Volcan	SG4DI		Oven		BSC Aramark Main Kitchen
Volcan	SG4DI		Oven		BSC Aramark Main Kitchen
Vulcan	VCOD36-1		Grill		BSC Aramark Main Kitchen
Vulcan			Flat Top		BSC Aramark Main Kitchen
Waring	D057442		Toaster		BSC Aramark Main Kitchen
Waring	WPG300		Panini Press		BSC Aramark Main Kitchen
TRUE	T-23F-HC		Freezer		BSC Aramark Main Kitchen
TRUE	TSSU-72-18		Low Boy		BSC Aramark Main Kitchen
			Fryer		BSC Aramark Main Kitchen

Bakers Pride	P44-BL		Pizza/Pretzel Oven		Captree
Bally	347-3-A-L-W		Walk In Refrigerator		Captree
Bally	347-3-A-L-W		Walk In Refrigerator		Captree
Bally	34785-3-P-W		Walk In Freezer		Captree
Blodgett	Zephaire-200-GES		Convection Oven		Captree
Blodgett	Zephaire-200-GES		Convection Oven		Captree
Brinkman			Outdoor Grill		Captree
Brinkman			Outdoor Grill		Captree
BUNN	34600.0028		Coffee Maker		Captree
Cleveland	24CGM1200		Convection Oven		Captree
Garland	35-40-55		Deep Fryer		Captree
Garland	35-40-55		Deep Fryer		Captree

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Garland	KDM-40T		Kettle Cooker		Captree
Garland			Convection Oven		Captree
Garland			Stove		Captree
Garland			Oven		Captree
Garland			Oven		Captree
Globe	G14		Slicer		Captree
Grill Wells	R655		Fryer		Captree
Grill Wells			Grill		Captree
Hoshizaki	BH800AS		Ice Maker		Captree
Minus Forty	22-USG-F-X1-HR		Stand Alone Refrigerator		Captree
RANCO			Salad Bar Cold Table		Captree
SHARP	R-21LCF		Microwave		Captree
Thermopro	TP2T10A3190		Coffee Maker		Captree
Thermopro	TP2T10A3190		Coffee Maker		Captree
Traulsen	AHT232WUT-FHS- Es		Refrigerator		Captree
Traulsen	AHT232WUT- FMS-ES		Refrigerator/Freezer		Captree
Traulsen	RR132LUT-FMS		Refrigerator		Captree
Vulcan	VC4C-1		Convection Oven		Captree
Warring			Toaster		Captree
TRUE	TAC-46		Open Air Refrigerator		Captree

AMANA	RCS10MPSA		Microwave	11	CULINARY ARTS
AMERICAN RANGE	4RE3		3 BURNER WOK	1	CULINARY ARTS
Berkel	MB		BREAD SLICER	1	CULINARY ARTS
BRADLEY	BT1S1		SMOKER	1	CULINARY ARTS
CHAMPION	DHB		DISH WASHING MACHINE	1	CULINARY ARTS
DOYON	2T2		DECK OVEN	2	CULINARY ARTS
DOYON	DRIPTLO		PROOF BOX	1	CULINARY ARTS
DOYON	DSF030		DOUGH CUTTER	2	CULINARY ARTS
DOYON	ER236		PROOFER/RETARDER	1	CULINARY ARTS
DOYON	TLOIG		ROASTING RACK OVEN	1	CULINARY ARTS

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
FEDERAL	SN4CD		SINGLE CASE	1	CULINARY ARTS
FEDERAL	SNR482C		DUAL FRIG CASE	1	CULINARY ARTS
FEDERAL			BEVERAGE FRIG	1	CULINARY ARTS
GARLAND	MASTER 200		CONVECTION OVEN	3	CULINARY ARTS
GARLAND	MS5SS		FRYER	9	CULINARY ARTS
GARLAND	MST178		BROILER/ GRILL	8	CULINARY ARTS
GARLAND	MST34B		BROILER GRILL	1	CULINARY ARTS
GARLAND	MST43R-0031		6-BURNER STOVE	3	CULINARY ARTS
GARLAND	MST44RF		4 BURNER STOVE W/ OVEN	8	CULINARY ARTS
GARLAND	MST47R		GRIDDLE	1	CULINARY ARTS
GARLAND			SALAMANDER 2 BURNER	11	CULINARY ARTS
GARLAND			3 BURNER GRILL	2	CULINARY ARTS
Gelato	4070		Ice Cream Maker	9	CULINARY ARTS
GLOBE	SP05		5 QT MIXERS	10	CULINARY ARTS
GLOBE	SP10		10 QT MIXERS	15	CULINARY ARTS
GLOBE	SP20		20 QT MIXERS (8 Qty)	7	CULINARY ARTS
GLOBE	SP40		40 QT MIXER		CULINARY ARTS
Hamilton Beach	91605		Blender	2	CULINARY ARTS
HATCO	TQ-10		Conveyor Toaster	1	CULINARY ARTS
HOBART	MB-02		80 QT MIXER	1	CULINARY ARTS
Kitchen Aid	600 Pro		Mixer	6	CULINARY ARTS
MANITOWO	SDO322A		ICE MAKER	3	CULINARY ARTS
MANITOWOC	B420		ICE BIN	3	CULINARY ARTS
MARKET FORGE	ET-6E		ELECTRIC STEAMER	2	CULINARY ARTS
MAX UNIVEX	9512		SLICING MACHINE	2	CULINARY ARTS
Mold Art			Chocolate Melter	10	CULINARY ARTS
PITCO	24PSS		DONUT FRYER	1	CULINARY ARTS
RANDEL	31360		STEAM TABLE	1	CULINARY ARTS
RANDEL	51359PO		LOW BOY FRIGERATOR	1	CULINARY ARTS
RONDO DOGE	STM513		DOUGH SHEETER	1	CULINARY ARTS
TAFCO	WALK-IN		FREEZER AND FRIG.	6	CULINARY ARTS
Viking	Pro 7 Qt		Mixer	3	CULINARY ARTS

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
VITA MIX	VM0101		Vita Prep Blender	2	CULINARY ARTS
WARING	31FP35		FOOD PROCESSOR	5	CULINARY ARTS
WOOD ST.			PIZZA OVEN	2	CULINARY ARTS
Darwin Chambers			Walk-In Fridge		Lindsay Building
Hoshizaki	KM-901MAH		Ice Maker		Lindsay Building
Lancer			Dishwashers		Lindsay Building
Advanced Tabco	SW4E240BSMOEC		Well Table		Moe's
Advanced Tabco	SW4E240BSMOEC		Well Table		Moe's
Alto Sham	1200-S/SR		Warmer		Moe's
Alto Sham	1200-S/SR		Warmer		Moe's
Blodgett	EC12TW		Kettle		Moe's
Kolpak			Refrigerator (BSMNT)		Moe's
PITCO	65C+		Fryer		Moe's
Randell	9030K-7		Refrigerator		Moe's
Randell	9412-32-7		Refrigerator		Moe's
STAR	224THNATMG		Flat Top		Moe's
STAR	GT8360717A2000		Flat Top		Moe's
STAR	PST14		Quesadilla Press		Moe's
STAR	PST14		Quesadilla Press		Moe's
STAR	PST14		Quesadilla Press		Moe's
			Hotwell		Moe's
Amana			Microwave		POD
BUNN			Coffee Maker		POD
Cuisinart			Toaster		POD
Curtis	PCOT3900		Cappuccino Machine		POD
TRUE			Freezer		POD
TRUE			Grab N Go Refrigerator		POD

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Addcraft	SG813B		panini Press		SFCU Café
Bunn	346000.0028		coffee maker		SFCU Café
Continential	DL2RFS		Refrigerator/Freezer		SFCU Café
Frigidaire	FFFC20M4TW		chest freezer		SFCU Café
Imperial	IFS-75-E		deep fryer		SFCU Café
Minus 40	22-USG-F-X1-HR		Stand Alone Refrigerator		SFCU Café
Star Max	524TGD		griddle grill		SFCU Café
Turbo	MST38		Air cold table		SFCU Café
TRUE	TAC-46		open Air		SFCU Café
<hr/>					
BUNN	1SHSTAND		Coffee Stand		Starbucks
BUNN			Coffee Maker		Starbucks
Defield	406P-STAR2		Refrigerator		Starbucks
Defield	406P-STAR2		Refrigerator		Starbucks
Defield	406P-STAR4		Refrigerator		Starbucks
Defield	UC4048P-STAR		Refrigerator		Starbucks
Delfield			Display case		Starbucks
Ditting USA			Coffee Grinder		Starbucks
Mastrena	CS2		Espresso Machine		Starbucks
Mastrena	CS2		Espresso Machine		Starbucks
Stuctural Concept	SBZ6652DR		Food Case		Starbucks
Turbo Chef	NGO		Oven		Starbucks
Turbo Chef	NGO		Oven		Starbucks
Vitamix	VM0145		Blender		Starbucks
Vitamix	VM0145		Blender		Starbucks
TRUE	T-23F-HC		Freezer		Starbucks
TRUE	TG2R-2S-HC		Refrigerator		Starbucks

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Duke	RBC-60M		Low Boy		Subway
Duke	SUB-CP-TC60M		Cold Prep Table		Subway
Duke	SUB-CP-TC60M		Cold Prep Table		Subway
Duke	SUB-HF-L25M		Steam Table		Subway
Menu Master			Microwave		Subway
NuVu	NVT-3/9		Bread Oven		Subway
Traulsen	AHT232WUT- FMS-ES		Refrigerator		Subway
Turbo Chef			Oven		Subway
Artic Air	F22CWF3		Freezer		
Artic Air	R22CWF4		Refrigerator		
Bakers Pride	353BL4420		Double Oven		
Bally	BA-100A-3		Walk-In Refrigerator		
Bally	BA-300A-3		Walk-In Freezer		
Bola			Walk-In Freezer		
Bola			Walk-In Refrigerator		
Cecilware	N841A		Fryer		
Cleveland	24CGM200		Convection Steamer		
Cleveland	36GMK66200		Double Steam Kettle		
Cleveland	KDM-40T		Large Steam Kettle		
Continental	1F		Freezer		
Continental	1R		Refrigerator		
Continental	1R		Reach in Refrig		
Continental	2R-GD				
Continental	CFT67		Pizza Station		
Continental	CPA68		Pizza Prep Table		
Continental	SW72-18		Sandwich Station		
Craig Mfg	50-4-30-SC		Sandwich Station		

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Duke	AD13EM(SM)		Steamer Table		
Duke			Display Case		
Duke			Soup Display		
Frymaster	GF145T		Fryer		
Garland	44-40R		Oven and 4 Burner Stove Combination		
Garland	76-40-R		Oven Broiler		
Garland	ECO-6-10-E		Convection Oven		
Garland	FCO-G-10-E		Oven		
GARLAND	MST44R		4 BURNER STOVE W/ OVEN		
Garland			Charbroil		
Garland			Oven		
Garland 6			Double Burner Stove Flat Top Grill Combo		
Halo	PDSYS-46		Heat Steamer		
HATCO	GR5DS-30D		FOOD WARMER		
Hobart	2712		Slicer		
Hobart	H-600DT		Mixer		
Hoshizaki	BH800AS		Ice Maker		
Hussmann	ESC-6		Display Case		
Hussmann	GSVM5272		Grab and Go		
Hussmann			Grab and Go		
Insinger	RL-30		Dishwasher		
Market Force	M246G200A		Double Convection Steamer		
Market Force	OSTGLBK		Table Steamer		
Moretti Forni	HHC118		Pizza Oven		
QBD	CD45-HC		REFRIGERATOR		
Star			Flat Top Grill		
Traulsen	AHT232WOT-F15CS		Refrigerator		
Traulsen	IRHT232WUT		Refrigerators		
Traulsen	RR1232LUT		Refrigerators		
Traulsen	T52248A19		Refrigerator		
TURBO AIR	MST36		REFRIGERATOR		

Brand	Model #	SERIAL #	Description	QUANTITY	LOCATION
Vulcan	IGR45		Fryer		
Vulcan	SG4D-1		Convection Oven		
Vulcan	VC4GC-1		Convection Oven		
Vulcan			Char Grill		
Vulcan			Flat Top Grill		
Vulcan			Oven		
Wells	B1T01212A0081		Food Warmer		
Wells	F856		Double Fryer		
WELLS	FS56		FRYER		
Wells	G196		Cooktop		
Wells	G-196		Flat Top Grill		
TRUE	GDM-37-LD		DRINK REFRIGERATOR		
TRUE	TAC-48		REFRIGERATOR (2)		
TRUE	TSSU-76-08		Sandwich Baymarie		
	CTP200		COUNTERTOP COOLER		
	GSVM5272		Grab and Go		
	PBD175		SODA FOUNTAIN		
			6BAY Steam table		
			3BAY Steam table		

End of Text for Exhibit A

EXHIBIT B
Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

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

4. Specific Payment Terms and Conditions

See ATTACHMENT 1, annexed hereto

ATTACHMENT 1
Specific Payment Terms and Conditions

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

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

Award(s), 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 submits the lowest Billable Hourly Rate for each of the three Campuses and one satellite building. The College may award up to three contracts based on the rates submitted for each Campus, where the responsive and responsible lowest bidder for each Campus will receive a contract award. The award(s) shall be in the form of contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

All prices must be all inclusive, and include **all labor, materials, tools, equipment, fuel and transportation, any administrative tasks such as billing, and report writing, as well as the Contractor’s profit and overhead, necessary to complete the required services. No travel time will be paid. The College will not reimburse the Contractor for any additional costs** (i.e., mileage, tolls, telephone calls, etc.) **beyond the amounts indicated in this Section III – Bid Prices.**

Technician Billable Hourly Rates:

Michael J. Grant Campus:	\$ <u>140.00</u>
Ammerman Campus:	\$ <u>140.00</u>
Eastern Campus and Culinary Arts Building:	\$ <u>140.00</u>

Materials: shall be billed at the Contractor’s certified cost plus ten percent (10%). Contractor certified cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer’s invoice. Receipts for any shipping must be provided if paid outside of the manufacturer’s invoice.

End of Text for Exhibit B

EXHIBIT C
General Terms and Conditions

Whereas, the College issued a formal sealed bid, which was advertised on March 9, 2023, and

Whereas, Contractor submitted a proposal in response to such bid on March 24, 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.

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

a. General

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.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of 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, lessees, licensees, invitees 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. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

11. Nonsectarian Declaration

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.

21. Copyrights and Patents

a. Copyrights

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

b. Patents

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

22. COVID-19 Safety Protocols

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

End of Text for Exhibit 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. Child Sexual Abuse Reporting Policy

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non-Responsible Bidder

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."

9. 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.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

End of Text for Exhibit D

EXHIBIT E
Notices and Contact Persons

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

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or 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