

AMENDMENT NO. 3

WHEREAS, on June 12, 2017 **Suffolk County Community College ("College")** and **NYFF Events, LLC ("Contractor")** entered into an Agreement wherein Contractor agreed to provide the College with decorating and cleaning services for events held at the Suffolk Federal Credit Union Arena (formerly, Health, Sports and Education Center ("HSEC")) at the Michael J. Grant Campus located in Brentwood, New York ("**Services**"); and

WHEREAS, the initial term of the Agreement commenced on **June 30, 2017** and expired on June 29, 2022; and

WHEREAS, on May 22, 2018 the parties executed Amendment No. 1 to the Agreement, which amended the Specific Payment Terms and Conditions in Exhibit E, Attachment 1; and on June 26, 2022 the parties executed Amendment No. 2 to the Agreement, extending the term thereof to **June 29, 2023** (the Agreement and all Amendments herein are collectively referred to as the "**Original Agreement**"); and

WHEREAS, the College now wishes to further extend the term of the Original Agreement for a continuation of Services, and to update the Payment Terms thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Original Agreement shall hereby be extended by an additional one (1) year period **through June 29, 2024**; and
- 2) **Effective June 30, 2023**, the Specific Payment Terms and Conditions specified in Exhibit E, Attachment 1 of the Original Agreement, shall hereby be amended and replaced with Revised ATTACHMENT 1 annexed hereto and incorporated herein. The Payment Terms, rates, and categories specified in this Revised ATTACHMENT 1 shall be in effect for the duration of this Amended Agreement, and shall supersede and replace Exhibit E, Revised Attachment 1 of the Original Agreement.
- 3) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

All "Notices Relating to Payments, Reports, or Other Submissions" for the College must be delivered to:

Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

All "Notices Relating to Insurance" for the College must be delivered to:

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

All "Notices Relating to Termination and/or Litigation" for the College must be delivered to:

Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

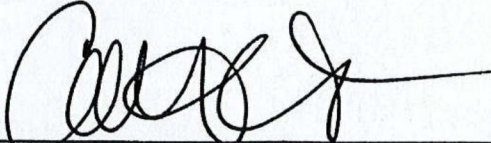
and Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

- 4) All other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect for the term of the Amended Agreement.
- 5) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties.

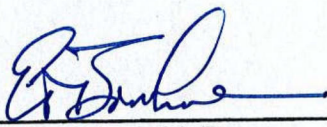
IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the latest date written below.

NYFF Events, LLC
FID #: 26-4741314

Suffolk County Community College

By: 

Calvin H. Nathan, CEO

By: 

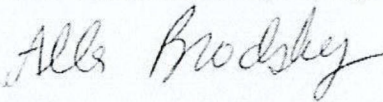
Edward T. Bonahue, Ph.D.
President

Date: _____

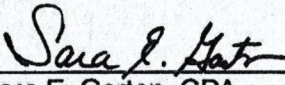
Date: 7/24/23

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 

Alla Brodsky, Esq.
College Deputy General Counsel

By: 

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

Date: 7.24.2023

Date: 7/24/23

**Revised ATTACHMENT 1
Specific Payment Terms and Conditions**

V. COST PROPOSAL

A. PROMOTERS PRICE LISTING

i. Installation, labor support during the event and breakdown services:

\$90 per hour, 4-hour minimum shift calls

ii. Cleaning services

\$47.50 per hour per cleaner, 4-hour minimum shift call

iii. Trucking & Delivery

\$125 per truck each way for Brentwood Campus, \$150 per truck each way for Selden Campus

iv. Daily Rentals

a. Booth Pricing

<u>Booth Size</u> (in feet)	<u>2023-2024</u> <u>Renewal Year</u> <u>Pricing</u>
8 x 10	\$79.00
10 x 10	\$85.00
10 x12	\$88.00

b. Pricing for Ancillary Items

The College will pay the Consultant a one-time cost to purchase a new 72'x120' carpet that will be used to cover the basketball court hardwood flooring, as needed, for any events. That carpet will be the property of the College and will only be available for use by the College. Consultant shall submit a proposal defining the type of carpeting and the cost. College reserves the right make any changes to the specifications of the carpet and negotiate a better price. At each event that requires the use of the carpet to protect the hardwood flooring, the Consultant will be reimbursed for the labor cost associated with the installation of the carpet.

<u>Item</u>	<u>Daily Rental Cost for 2023-2024 Renewal Year</u>
General:	
3' siderail pipe & drape	\$4.50 PLF
6' highwall pipe & drape	\$6.00 PLF
12' highwall pipe & drape	\$8.00 PLF
4' decorator tables T/S	\$32.00
6' decorator tables T/S	\$34.00
8' decorator tables T/S	\$35.00
4' undecorated tables	\$27.00
6' undecorated tables	\$31.00
8' undecorated tables	\$33.00
Carpet aisle runners	\$6.50 PSY
Folding chairs	\$3.50
Hi-back stools	\$34.00
Stanchions	\$16.00 PER
Stanchion chain	\$0.50
Easels	\$20.00 PER
Lecterns	\$150.00
Conference tables	\$140.00 PER
Coffee pots	\$30.00 PER
Wastebaskets	\$2.50 PER
4' table risers	\$18.00 PER
6' table risers	\$20.00 PER
Coat racks	\$30.00 PER
Linens	
90" x 132"	\$30.00 EACH
90" x 156"	\$32.00 EACH
108" RD	\$28.00 EACH
120" RD	\$30.00 EACH
114" RD	\$29.00 EACH
Coat hangers	\$0.25 PER
I poles	\$70.00 PER
Dance floor	\$4.00 PSF
Carpet	\$4.00 PSF
Astroturf	\$1.25 PSF
Padded folding chairs	\$5.50 PER
Bleachers	\$15.00 PER PERSON & UP
Tensa barriers	\$24.00 PER
Bike rack barricades	\$3.25 PLF
Furniture	
Ottoman	\$75.00 EACH
Coffee Table	\$75.00 EACH
Couch	\$300.00 EACH
Love Seat	\$250.00 EACH
Gaff tape	\$35.00 PER ROLL
Zip ties	\$25.00 PER 100

<u>Item</u>	<u>Daily Rental Cost for 2023-2024 Renewal Year</u>
Tie line	\$75.00 PER ROLL OF 600 FT
Podium	\$200.00
Lighting & Trussing:	
Wireless led up lights	\$65.00 PER
Wireless pin spots	\$30.00 PER
Wireless wash lights	\$40.00 PER
Led uplights	\$45.00 PER
Intelligent lighting	\$175.00 PER
20.5" x 20.5"	\$12.00 PLF
12"x 12" trussing	\$10.00 PLF
Tents:	
Various sizes	
Hi peak	\$1.50 PSF
Pole and frame	\$1.25 PSF & UP
Ballast:	
Sandbags	
25 lbs	\$13.00 EACH
50 lbs	\$20.00 EACH
Concrete	\$1.25 PER POUND
Steel plates	\$0.20 PER POUND

c. Additional Furniture and Supplies

<u>Item</u>	<u>Maximum Daily Rental Cost 2023-2024 Renewal Year</u>
4'x6' booth	\$74.00 EACH
108" round linen	\$28.00 each
120" round linen	\$30.00 each
114" round linen	\$29.00 each
90x90 square Linen	\$25.00 each
72x72 square Linen	\$25.00 each
60" round table covered	\$40.00 each
60" round table uncovered	\$31.00 each
High boy tables (cocktail tables) covered	\$50.00 EACH
Chairs (white padded)	\$5.50 each
Trash Bags	\$66.00 per 100 count/box
Labor cost for zip-tying chairs	\$0.75/chair
Tent Weights	\$0.25/lb

4'x8' Decks	\$5.15/sq. ft.
Skirting	\$4.50/linear sq. ft.
Step units	\$300.00/unit 3 feet high
Stabilizers	\$0.00
Railings	\$7.50/8 ft railing
Handicapped Ramps	\$2,500.00/ramp

B. COLLEGE PRICE LISTING

i. Installation, labor support during the event and breakdown services:

\$90 per hour, 4-hour minimum shift calls

ii. Trucking & Delivery

\$100 per truck each way for Brentwood Campus, \$150 per truck each way for Selden Campus

iii. Daily Rentals

a. Pricing for Ancillary Items

The College will pay the Consultant a one-time cost to purchase a new 72'x120' carpet that will be used to cover the basketball court hardwood flooring, as needed, for any events. That carpet will be the property of the College and will only be available for use by the College. Consultant shall submit a proposal defining the type of carpeting and the cost. College reserves the right make any changes to the specifications of the carpet and negotiate a better price. At each event that requires the use of the carpet to protect the hardwood flooring, the Consultant will be reimbursed for the labor cost associated with the installation of the carpet.

<u>Item</u>	<u>Daily Rental Cost for 2023-2024 Renewal Year</u>
General:	
3' siderail pipe & drape	\$4.00 PLF
6' highwall pipe & drape	\$6.00 PLF
12' highwall pipe & drape	\$8.00 PLF
6' decorator tables T/S	\$30.00
Carpet aisle runners	\$6.50 PSY
Folding chairs	\$3.00
Hi-back stools	\$34.00
Stanchions	\$16.00 PER
Stanchion chain	\$0.50 PLF
Lecterns	\$150.00
Conference tables	\$140.00 PER
Coffee pots	\$30.00 PER
Wastebaskets	\$2.50 PER
4' table risers	\$18.00 PER
6' table risers	\$20.00 PER
Coat hangers	\$0.25 PER

<u>Item</u>	<u>Daily Rental Cost for 2023-2024 Renewal Year</u>
I poles	\$70.00 PER
Padded folding chairs	\$4.50 PER
Bleachers	\$15.00 PER PERSON & UP
Tensa barriers	\$24.00 PER
Bike rack barricades	\$3.25 PLF
Furniture	
Ottoman	\$75.00 EACH
Coffee Table	\$75.00 EACH
Couch	\$300.00 EACH
Love Seat	\$250.00 EACH
Zip ties	\$20.00 PER 100
Podium	\$200.00
Lighting & Trussing:	
Wireless led up lights	\$65.00 PER
Wireless pin spots	\$30.00 PER
Wireless wash lights	\$40.00 PER
Led uplights	\$45.00 PER
Intelligent lighting	\$175.00 PER
Tents:	
Various sizes	
Hi peak	\$1.50 PSF
Ballast:	
Sandbags	
25 lbs	\$13.00 EACH
50 lbs	\$20.00 EACH
Concrete	\$1.25 PER POUND
Steel plates	\$0.20 PER POUND

b. Additional Furniture and Supplies

<u>Item</u>	<u>Maximum Daily Rental Cost 2023-2024 Renewal Year</u>
4'x6' booth	\$74.00 EACH
60" round table covered	\$35.00 each
60" round table uncovered	\$30.50 each
High boy tables (cocktail tables) covered	\$50.00 EACH
Chairs (white padded)	\$4.50 each
Labor cost for zip-tying chairs	\$0.65/chair
Tent Weights	\$0.25/lb

4'x8' Decks	\$5.15/sq. ft.
Skirting	\$4.50/linear sq. ft.
Step units	\$300.00/unit 3 feet high
Stabilizers	\$0.00
Railings	\$7.50/8 ft. railing
Handicapped Ramps	\$2,500.00/ramp

End of Text for Amendment No. 3

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and NYFF Events, LLC ("Contractor") entered into an Agreement on June 12, 2017 wherein Contractor agreed to provide to the College with decorating and cleaning services for events held at the Suffolk Federal Credit Union Arena (formerly, Health, Sports and Education Center ("HSEC")) at the Michael J. Grant Campus located in Brentwood, New York ("Services"); and

WHEREAS, on May 22, 2018, the parties executed Amendment No. 1 to the Agreement which added and supplemented certain provisions thereof, and

WHEREAS, the College desires to extend the Agreement for an additional one (1) year, and further supplement certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period **June 30, 2022 through June 29, 2023**; and
- 2) **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); and
- 3) All other terms and conditions of the original Agreement and Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

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

NYFF Events, LLC
FID #: 26-4741314

By: _____

Calvin H. Nathan, CEO

Date: _____

6/14/2022

Approved as to Legality:
Suffolk County Community College

By: _____

Alicia S. O'Connor
College Deputy General Counsel

Date: _____

6/14/2022

Suffolk County Community College

By: _____

Edward T. Bonahue, Ph.D.
President

Date: _____

6/26/22

Approved:
Suffolk County Community College

By: _____

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

Date: _____

06.14.2022

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College (“College”) and NYFF Events, LLC (“Contractor”) entered into an Agreement on June 12, 2017 wherein Contractor agreed to provide to the College decorating and cleaning services for events held at the Health, Sports and Education Center (“HSEC”) at the Michael J. Grant Campus located in Brentwood, New York (“Services”); and

WHEREAS, the College desires to amend Exhibit E of the Agreement to include additional furniture and supplies at the costs specified therein, and to supplement certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) Effective as of May 1, 2018, ATTACHMENT 1, Specific Payment Terms and Conditions, is amended and replaced with Revised ATTACHMENT 1, annexed hereto;
- 2) The certificate of liability insurance to be provided to the College, as required by paragraph 4 of the Agreement, shall make reference to the above-indicated Contract No. and Project Name;
- 3) **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

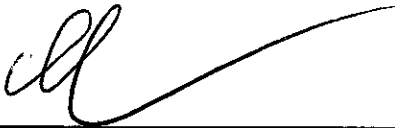
Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051;

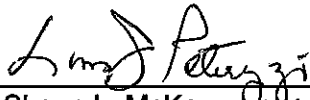
- 4) All other terms and conditions of the original Agreement and Amendments thereto, not inconsistent herewith, shall remain in full force and effect.

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

NYFF Events, LLC
FID #: 26-4741314

Suffolk County Community College

By: 
Calvin H. Nathan, CEO

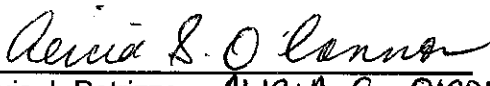
By: 
~~Dr. Shaun L. McKay~~ LOUIS J. PETRIZZO
~~President~~ GENERAL COUNSEL /
EXECUTIVE VICE PRESIDENT

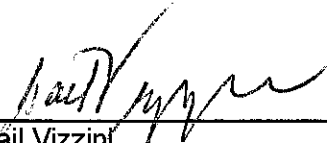
Date: 5/17/18

Date: 05/22/18

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
~~Louis J. Petrizzo~~ ALICIA S. O'CONNOR
College General Counsel/Executive V.P.
DEPUTY

By: 
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 5/21/18

Date: 5/21/18

Revised ATTACHMENT 1
Specific Payment Terms and Conditions

V. COST PROPOSAL

- i. Installation, labor support during the event and breakdown services. \$85.00 per hour, 4-hour minimum shift calls.
- ii. Cleaning services. \$37.00 per hour per cleaner, 4-hour minimum shift call.
- iii. Trucking & Delivery. \$75 each way for Brentwood Campus, \$100 each way for Selden Campus.
- iv. NYFF Events confirms that all of our trucks are equipped with lift gates.

i. Booth Pricing

<u>Booth Size</u> (in feet)	<u>Years 1 - 5</u>
8 x 10	\$70.00
10 x 10	\$73.00
10 x12	\$78.00

ii. Pricing for Ancillary Items

<u>Item</u>	<u>Daily Rental Cost</u> <u>Years 1 - 5</u>
General:	
3' siderail pipe & drape	\$4.00 PLF
6' highwall pipe & drape	\$6.00 PLF
12' highwall pipe & drape	\$8.00 PLF
4' decorator tables T/S	\$25.00
6' decorator tables T/S	\$28.00
8' decorator tables T/S	\$32.00
4' undecorated tables	\$22.00
6' undecorated tables	\$26.00
8' undecorated tables	\$30.00
Carpet aisle runners	\$6.50 PSY
Folding chairs	\$2.75
Hi-back stools	\$34
Stanchions	\$16.00 PER
Stanchion chain	\$0.50 PLF
Easels	\$16.00 PER
Lecterns	\$150.00
Conference tables	\$140.00 PER
Coffee pots	\$30.00 PER
Wastebaskets	\$2.50 PER
4' table risers	\$18.00 PER
6' table risers	\$20.00 PER
Coat racks	\$28.00 PER
Linens	90"x132" - \$20.00 EACH

Suffolk County Community College

Decorating and Cleaning Services for the HSEC

	90"x156" - \$22.00 EACH 108" RD - \$20.00 EACH 120" RD - \$22.00 EACH 114" RD - \$21.00 EACH
Coat hangers	\$0.25 PER
I poles	\$70 PER
Dance floor	\$3.50 PSF
Carpet	\$2.50 PSF
Astroturf	\$0.75 PSF
Padded folding chairs	\$3.95 PER

Item	Daily Rental Cost Years 1 - 5
Bleachers	\$15.00 PER PERSON & UP
Tensa barriers	\$24.00 PER
Bike rack barricades	\$3.25 PLF
Furniture	Ottoman \$75.00 EACH Coffee Table \$75.00 EACH Couch \$300 EACH Love Seat \$250 EACH
Gaff tape	\$25.00 PER ROLL
Zip ties	\$15.00 PER 100
Tie line	\$49.00 PER ROLL OF 600 FT
Podium	\$200.00
Lighting & Trussing:	
Wireless led up lights	\$65.00 PER
Wireless pin spots	\$30.00 PER
Wireless wash lights	\$40.00 PER
Led uplights	\$45.00 PER
Intelligent lighting	\$175.00 PER
20.5" x 20.5"	\$10.00 PLF
12" x 12" trussing	\$8.00 PLF
Tents:	
Various sizes	
Hi peak	\$1.50 PSF
Pole and frame	\$0.95 PSF & UP
Ballast:	
Sandbags	
25 lbs	\$13.00 EACH
50 lbs	\$20.00 EACH
Concrete	\$1.25 PER POUND
Steel plates	\$0.20 PER POUND

**iii. Additional Furniture and Supplies
 (Effective: May 1, 2018)**

<u>Item</u>	<u>Maximum Daily Rental Cost</u> <u>Years 1 -5</u>
4'x6' booth	\$74.00 each
108" round linen	\$18.00 each
120" round linen	\$24.00 each
114" round linen	\$27.00 each
90x90 square Linen	\$16.00 each
72x72 square Linen	\$14.00 each
60" round table covered	\$30.00 each
60" round table uncovered	\$28.00 each
High boy tables (cocktail tables) covered	\$50.00 each
chairs (white padded)	\$3.95 each
trash bags	\$50.00 per 100 count/box
Labor cost for zip-tying chairs	\$0.60/chair
Tent Weights	\$0.25/lb
4'x8' Decks	\$5.15/sq. ft.
Skirting	\$4.50/linear sq. ft.
Step units	\$300.00/unit 3 feet high
Stabilizers	\$0.00
Railings	\$7.50/8 ft railing
Handicapped Ramps	\$2,500.00/ramp

End of Text for Exhibit E

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

NYFF Events, LLC ("Contractor"), a New York corporation having its principal place of business at 999 South Oyster Bay Road, Suite 307, Bethpage, New York 11714.

The parties hereto desire for Contractor to provide decorating and cleaning services for events held at the Health, Sports and Education Center ("**HSEC**") at the Michael J. Grant Campus located in Brentwood, New York, in accordance with the terms, conditions and specifications, as more fully described in Exhibit D, annexed hereto ("**Services**").

Term of Agreement: June 30, 2017 to June 29, 2022, with four (4) additional one-year (1) 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 E, annexed hereto.

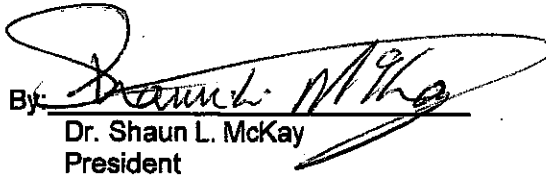
Terms and Conditions: Shall be as set forth in Exhibits A through G, annexed hereto and made a part of this Agreement.

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

NYFF Events, LLC
FID #: 26-4741314

Suffolk County Community College

By: 
Calvin H. Nathan, CEO


By: 
Dr. Shaun L. McKay
President


Date: 6/8/2017

Date: 6/12/17

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
Louis J. Petrizzo
College General Counsel

By: 
Gail Vizzini, Vice President for
Business and Financial Affairs

Date: 06/09/17

Date: 6/12/17

LIST OF EXHIBITS

Exhibit A

General Terms and Conditions

1. Contractor Responsibilities
2. Term and Termination
3. Indemnification
4. Insurance
5. Independent Contractor
6. Severability
7. Merger; No Oral Changes
8. Set-Off Rights
9. Non-Discrimination in Services
10. Nonsectarian Declaration
11. Governing Law
12. No Implied Waiver
13. Conflicts of Interest
14. Cooperation on Claims
15. Confidentiality
16. Assignment and Subcontracting
17. No Intended Third Party Beneficiaries
18. Certification as to Relationships
19. Publications and Publicity
20. Copyrights and Patents

Exhibit B

Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non-Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Suffolk County Local Laws

**Exhibit C
Notices and Contact Persons**

1. Notices Relating to Payments, Reports, or Other Submissions
2. Notices Relating to Insurance
3. Notices Relating to Termination and/or Litigation

**Exhibit D
Description of Services**

**Exhibit E
Payment Terms and Conditions**

1. General Payment Terms
2. Agreement Subject to Appropriation of Funds
3. Limit of College's Obligations
4. Specific Payment Terms and Conditions

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

**Exhibit G
Contractor's Proposal**

EXHIBIT A
General Terms and Conditions

Whereas, the College issued a Request for Proposals ("RFP"), which was advertised on April 6, 2017; and

Whereas, Contractor submitted a proposal in response to such RFP on April 24, 2017; and

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

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

1. Contractor Responsibilities

a. Services

Contractor shall provide the Services described in Exhibit D, 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 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 for Contractor. Unless otherwise specified by the College 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. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds** and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given 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 the 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 the 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 the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. 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. 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.

11. 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.

12. No Implied Waiver

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

13. 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 the County.
- b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as 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.

14. 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.

15. Confidentiality

Any records, reports or other documents of the College and/or the County 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 the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

16. 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 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 in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

17. 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.

18. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

19. 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.

20. 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 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, 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.

End of Text for Exhibit A

EXHIBIT B
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 B

EXHIBIT C
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

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

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

Louis J. Petrizzo, Esq.
College General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

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:

Louis J. Petrizzo, Esq.
College 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

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 C

EXHIBIT D
Description of Services

IV. TECHNICAL PROPOSAL

2. Proposed Services/Products:

a. Understanding of Project Requirements, Management Techniques and Approaches

- i. NYFF will provide a quick and efficient response time to any and all events that require any type of management, troubleshooting or last minute changes. Jamie Wolke will be available 24/7 via cell phone or email to offer the most efficient and quickest response. Our production team will be readily accessible at any time to provide a quick and swift response to all production needs.
- ii. NYFF Events works with some of the most prestigious venues throughout NY, & must adhere to the highest standards. Our equipment is well maintained by our trained staff/personal. Each calendar year we re-invest purchasing new equipment. Here is a list of MFG we purchase from: Exclusively Expo, Rosebrand, or drape kings, Tomcat, Chroma Q, Samsonite, Veteran table company, elation, Chauvet to name a few. The shelf life for our equipment does not exceed 10 years of age.

iii. Audiovisual Equipment

Lighting:

Robe poite spots
Elation platinum spot 15R
Chauvet Rogue 2 wash lights
Eternal lighting black lights
Martin Mac 250 wash lights
Martin Atomic strobes
Reel EFX DF50 Hazers
Unique 2.1 hazers
Chroma Q color force 72"
Chroma Q color force
compacts
Chroma Q color charge plus
ETC source 4 led lustr series II
ETC Source 4 lekos
ETC Sensor rack

Audio:

JBL VRX 932LAP
JBL VRX918SP
JBL PRX 612M
JBL SRX825P
Bose L1 model II
Audio consoles:
Midas 32R, Midas M32,
Personus, Mackie, and

soundcraft

Microphones:
Shure/Sennheiser

Trussing:

MFG by tomcat or Applied
12"X12": 2,3,4,5,6,7,8,9,10
12"x12" 5way & 6 way corner
blocks
12" triangle corner blocks
20.5"X20.5" 2',5',8',10'
20.5"X20.5" 5way corner
blocks

Video:

32" Samsung monitors
42" Samsung monitors
55" Samsung monitors
65" Samsung monitors
75" Samsung monitors
Absen A7 video tiles
Absen A3 video tiles
Switchers:
Black magic, Kramer,
Folsom,
Da-lite 6'x8' fast fold
screens
Da-lite corporate stands

**Request for Proposal - R170005
Decorating and Cleaning Services for the HSEC**

Suffolk County Community College

- iv. Communication between SCCC and NYFF will be done through Jamie Wolke and assisted by Mike Pulliza, the Director of operations at NYFF. Jamie will be available via phone or email at any time of day or night to assist with any production needs. Communication with all college administrators will be constant and together we will work out any and all issues that benefit both parties with the event needs always being top priority. Jamie is available in the office or on her personal cell phone and all administrators will be given that information.
- v. We will send our crew leads who are OSHA certified, forklift certified, and fire safety certified.
- vi. NYFF can provide direct marketing of venue on all aspects of their website, email blasts and social media postings. NYFF will list an affiliate link to promote advertisement of the venue and bring in possible clients.

b. Anticipated Issues and Resolutions

NYFF operates on a 5% non-billable spare policy. We will have extra rentals on site always for situations where they may be needed. In the event of arriving to the facility that is not ready for us, we will begin unloading and staging items and locate the venue manager to discuss alternate solutions.

End of Text for Exhibit D

EXHIBIT E
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 the 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

V. COST PROPOSAL

- i. Installation, labor support during the event and breakdown services. \$85.00 per hour, 4-hour minimum shift calls.
- ii. Cleaning services. \$37.00 per hour per cleaner, 4-hour minimum shift call.
- iii. Trucking & Delivery. \$75 each way for Brentwood Campus, \$100 each way for Selden Campus.
- iv. NYFF Events confirms that all of our trucks are equipped with lift gates.

i. Booth Pricing

<u>Booth Size</u> (in feet)	<u>Years 1 - 5</u>
8 x 10	\$70.00
10 x 10	\$73.00
10 x 12	\$78.00

ii. Pricing for Ancillary Items

<u>Item</u>	<u>Daily Rental Cost</u> <u>Years 1 - 5</u>
General:	
3' siderail pipe & drape	\$4.00 PLF
6' highwall pipe & drape	\$6.00 PLF
12' highwall pipe & drape	\$8.00 PLF
4' decorator tables T/S	\$25.00
6' decorator tables T/S	\$28.00
8' decorator tables T/S	\$32.00
4' undecorated tables	\$22.00
6' undecorated tables	\$26.00
8' undecorated tables	\$30.00
Carpet aisle runners	\$6.50 PSY
Folding chairs	\$2.75
Hi-back stools	\$34
Stanchions	\$16.00 PER
Stanchion chain	\$0.50 PLF
Easels	\$16.00 PER
Lecterns	\$150.00
Conference tables	\$140.00 PER
Coffee pots	\$30.00 PER
Wastebaskets	\$2.50 PER
4' table risers	\$18.00 PER
6' table risers	\$20.00 PER
Coat racks	\$28.00 PER
Linens	90"x132" - \$20.00 EACH

Suffolk County Community College

Decorating and Cleaning Services for the HSEC

	90"x156" - \$22.00 EACH 108" RD - \$20.00 EACH 120" RD - \$22.00 EACH 114" RD - \$21.00 EACH
Coat hangers	\$0.25 PER
I poles	\$70 PER
Dance floor	\$3.50 PSF
Carpet	\$2.50 PSF
Astroturf	\$0.75 PSF
Padded folding chairs	\$3.95 PER

Suffolk County Community College

Decorating and Cleaning Services for the HSEC

<u>Item</u>	<u>Daily Rental Cost Years 1 - 5</u>
Bleachers	\$15.00 PER PERSON & UP
Tensa barriers	\$24.00 PER
Bike rack barricades	\$3.25 PLF
Furniture	Ottoman \$75.00 EACH Coffee Table \$75.00 EACH Couch \$300 EACH Love Seat \$250 EACH
Gaff tape	\$25.00 PER ROLL
Zip ties	\$15.00 PER 100
Tie line	\$49.00 PER ROLL OF 600 FT
Podium	\$200.00
Lighting & Trussing:	
Wireless led up lights	\$65.00 PER
Wireless pin spots	\$30.00 PER
Wireless wash lights	\$40.00 PER
Led uplights	\$45.00 PER
Intelligent lighting	\$175.00 PER
20.5'' x 20.5''	\$10.00 PLF
12''x 12'' trussing	\$8.00 PLF
Tents:	
Various sizes	
Hi peak	\$1.50 PSF
Pole and frame	\$0.95 PSF & UP
Ballast:	
Sandbags	
25 lbs	\$13.00 EACH
50 lbs	\$20.00 EACH
Concrete	\$1.25 PER POUND
Steel plates	\$0.20 PER POUND

End of Text for Exhibit E

Exhibit F
College's Request for Proposals

The College's Request for Proposals ("RFP") No. R1700005 for Services in Connection with Decorating and Cleaning Services for the HSEC Building on the Grant Campus, advertised April 6, 2017, together with any Addenda issued thereto, is attached hereto as Exhibit F.

**Request for Proposal - R1700005
Decorating and Cleaning Services for the HSEC
Advertised April 6, 2017**

Suffolk County Community College

EXHIBIT F

Request for Proposals (RFP)

for the

Decorating and Cleaning Services for the Health, Sports and Education Center

Suffolk County Community College

Technical Questions Due: April 17, 2017

Proposer's Conference: N/A

Proposals Due: April 24, 2017, no later than 12:00 p.m.

For additional information, contact:
Seema Menon
Associate Administrative Director of Business Operations
menons@sunysuffolk.edu

**All Proposals must be signed in ink and accompanied by a signed transmittal letter,
County Disclosure SCEX Form 22 and Bid Certification SCPD-7**

**Proposals must be submitted in a sealed envelope with the RFP number, services, due date
and time clearly identified.**

Late Proposals Will Be Rejected

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Section I

Administrative Information

1. Purpose of RFP
2. Background Information
3. Coordinating Departments
4. Evaluation Committee
5. Administrative and Technical Questions
6. Proposer's Conference
7. Due Date for Proposals
8. Number of Copies
9. Proposal Format
10. Selection Process
11. Award Criteria
12. RFP Policies and Procedures

Section II

Award Criteria

1. General Qualifications
2. Proposed Services/Products
3. Cost Proposal

Section III

Scope of Work

Section IV

Model Agreement

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

Section V

**Suffolk County Request for Proposals (RFP)
Legal Appendices/ Forms revised as of 10/22/02**

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals/index.asp>

Section VI

Miscellaneous Forms

**Section I
Administrative Information**

1. Purpose of RFP

Suffolk County Community College (College) invites proposals (Proposal(s)) from qualified companies (Company) to provide the College with decorating and cleaning services for events held at the Health Sports and Education Center on its Michael J. Grant Campus in Brentwood, NY, as well as any other events being sponsored by the College at any of the other campus or ancillary building locations.

It is anticipated that one contract will be awarded with a term of five (5) years, and four (4) additional one-year renewal options to be exercised at the College's discretion. The terms of each option period shall be as mutually agreed upon by all parties.

2. Background Information

The College is a non-resident, public, two-year institution with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located throughout Suffolk County.

The College annually enrolls approximately 27,000 students and is a member of the State University of New York (SUNY).

3. Coordinating Departments

i. Prior to Award of Contract

The College's Office of Business and Financial Affairs (contact listed below) is responsible for coordinating the issuance of the RFP.

Contact: Seema Menon
Associate Administrative Director of Business Operations
Suffolk County Community College
533 College Road, Rm. 16, NFL Building
Selden, New York 11784-2899
menons@sunysuffolk.edu

ii. After Award of Contract/Prior to Execution of Contract

The College's Office of Legal Affairs will be responsible for coordinating with Company regarding the negotiation and execution of the contract.

iii. After Execution of Contract

The Office of Business and Financial Affairs is responsible for administration of Company's contract, including payments.

4. Evaluation Committee

A College Evaluation Committee will make the final selection of Company. The Evaluation Committee will include, but not be limited to individuals in the following roles: Assistant Director of Special Programs/Events; Professional Assistant of Events; Professional Assistant of Sports and Education Center; Deputy General Counsel.

5. Administrative and Technical Questions

a. Administrative Questions may be submitted in writing to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable.

b. Technical Questions must be submitted in writing on or before **April 17, 2017** to the contact listed in paragraph 3 above. E-mail and fax are acceptable; e-mail is preferable. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP.

c. Office of Business and Financial Affairs is Sole Contact during RFP Process

All communications during the RFP process should be directed to the Office of Business and Financial Affairs or, as appropriate, the College's Office of Legal Affairs. Communication with any other College or County employee or any member of the College Evaluation Committee or any incumbent company for the goods and services being procured pursuant to the RFP may be cause for disqualification from the RFP process.

6. Proposer's Conference

A Proposer's Conference will not be held. However, below is the link that proposers can access to obtain a better understanding of the site. In addition, photos of the venue have been provided as an Attachment to the Description of Services.

Virtual Tour:

<https://www.google.com/maps/place/SCCC+Health,+Sports+and+Education+Center/@40.7979301,-73.2707984,3a,75y,304.24h,79.24t/data=!3m5!1e1!3m3!1sG7L5CfcIIH0AAAQZCqUQ5A!2e0!3e2!4m2!3m1!1s0x89e831d894a42a0b:0x304f22b7b3a410ea!6m1!1e1?hl=en-US>

7. Due Date for Proposals

Proposals must be submitted to the attention of Ms. Seema Menon, at the address listed in paragraph 3 above by **April 24, 2017 no later than 12:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as an Addendum to this RFP and applicable to all companies.

8. Selection Process

The College will evaluate the submission through a point rating system, set forth below in Paragraph 11. The College may invite firms to make presentations to the Evaluation Committee to demonstrate their qualifications and approach to the project. The final selection will represent the best interests of the College.

9. Award Criteria

Proposals will be evaluated and ranked based on the award criteria below which is further described in Section II. Award Criteria:

	Points
a. General Qualifications	35
b. Proposed Services/Products	45
c. Cost Proposal	20
Total	100

10. Proposal Submission

a. Number of Copies

Proposers must submit one hardcopy original (**clearly labeled**) and six (6) copies of the Technical and Cost Proposals. In addition, Proposers must submit a CD or thumb drive, with the MSWord or PDF format of the Technical and Cost Proposals. Each proposal must include both the technical and cost proposal. Envelopes or boxes containing RFP responses must be clearly labeled with the Proposer's name, due date and title of the Request for Proposal. Failure to properly label the responses may be cause for disqualification. Do not submit proposals that are permanently/perfect bound. Binders 2 inches or below, spiral binding, staples, etc., are acceptable.

b. Proposal Format

Proposals must include the information requested below, and in the order listed. **Each section and sub-section must be separated by tabs that are clearly labeled, and the pages numbered. Further details of the Proposal Submission Format is provided at**

the end of this section.

i. Table of Contents

A Proposal Checklist has been provided at the end of this Section I – Administrative Information, to assist with assembly and ensure completeness of the proposal package. This Proposal Checklist must be included as the first item of the Proposal and used as the only Table of Contents.

ii. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

iii. General Qualifications

iv. Proposed Services/Products

v. Cost Proposal:

(1) The Cost Proposal must be submitted with the Technical Proposal in the same package as other items requested by this RFP.

(2) One original and six (6) copies of the Cost Proposal are required, along with an electronic copy, as reflected in item 8.a above.

vi. Requested Changes to Model Agreement

Company should identify any items not set forth in the Model Agreement (reference Section IV) which Company requests be negotiated. **A lack of comments will be considered full acceptance of the contract terms on the part of the Company.**

vii. County Bid Certification Form SCPD-7

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. Form SCPD-7 is included in the Section VI entitled “Miscellaneous Forms”.

viii. Local Business Certification Form SCDP-8A (if applicable)

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. Form SCDP-8A is included in the Section VI entitled “Miscellaneous Forms”.

ix. County Disclosure SCEX Form 22

Three originals, signed by a corporate officer or an authorized agent of Company and notarized, must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. SCEX Form 22 is included in the Section VI entitled "Miscellaneous Forms."

x. Living Wage Forms

Signed by a corporate officer or an authorized agent of the company. Forms are included in the Section V entitled "Legal Appendices/Forms." See that section for instructions.

11. RFP Policies and Procedures

- a. All RFP documents are available for download from the Suffolk County Community College' website under the following link:

<http://www.sunysuffolk.edu/Administration/BusinessAffairs/RequestForProposals>

The Office of Business and Financial Affairs has responsibility for maintaining a control list of all potential Proposers. Companies who intend to submit a proposal must complete "Bid-RFP Vendor Registration Form" included in the RFP documents and submit it to the contact person identified in Section I.

- b. It is the College's intent to select the Company that provides the best solution for the College's needs.
- c. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
- d. This RFP and the Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.
- e. The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the College. The College reserves the right to request additional information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies.
- f. This RFP is not intended and shall not be construed to commit the College to pay

any costs incurred in connection with any proposal or to procure or contract for any services.

- g.** The decision to award a contract shall be based on Company's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the Local Preference Law and other Suffolk County local laws set forth in Section VI entitled "Miscellaneous Forms."
- h.** The College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when selecting firms for award of consulting services contract(s). Bidders are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.
- i.** The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.
- j.** The College General Counsel acts as counsel to the Evaluation Committee, but does not vote in the selection process.
- k.** Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.
- l.** While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.

TABLE OF CONTENTS

This form **MUST** be included in your proposal as the only Table of Contents.

PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW.

<u>TAB</u>	<u>ITEM</u>	Please check if Included
I.	TABLE OF CONTENTS	<input type="checkbox"/>
II.	TRANSMITTAL LETTER	<input type="checkbox"/>
III.	GENERAL QUALIFICATIONS	<input type="checkbox"/>
a)	General Information / Company History	<input type="checkbox"/>
b)	Expertise of Company and all proposed sub-consultants, including Qualifications and Experience of Personnel	<input type="checkbox"/>
i.	Experience	<input type="checkbox"/>
ii.	References	<input type="checkbox"/>
iii.	Staff Qualifications/Resumes, List of Sub-consultant(s), Organizational Chart	<input type="checkbox"/>
iv.	College/County Contracts	<input type="checkbox"/>
v.	Supplemental Information	<input type="checkbox"/>
c)	Quality Control	
i.	Operational Plan	<input type="checkbox"/>
ii.	Record and Reporting Systems	<input type="checkbox"/>
iii.	Operating Problems	<input type="checkbox"/>
d)	Financial Viability	
i.	Financial Statements	<input type="checkbox"/>
ii.	Indebtedness to County and/or College	<input type="checkbox"/>
iii.	Liens and Litigation	<input type="checkbox"/>
IV.	TECHNICAL PROPOSAL	<input type="checkbox"/>
a)	Understanding of Project Requirements, Management Techniques and Approaches	<input type="checkbox"/>
b)	Anticipated Issues and Resolution	<input type="checkbox"/>
V.	COST PROPOSAL	<input type="checkbox"/>

**Request for Proposal - R1700005
Decorating and Cleaning Services for the HSEC
Advertised April 6, 2017**

Suffolk County Community College

TAB	ITEM	Please check if Included
VI.	REQUESTED CHANGES TO MODEL AGREEMENT (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
VII.	* COUNTY BID CERTIFICATION FORM SCPD-7 (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
VIII.	* LOCAL BUSINESS CERTIFICATION FORM SCPD-8A (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
IX.	* COUNTY DISCLOSURE SCEX FORM 22 (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
X.	* LIVING WAGE FORM (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
XI.	* CERTIFICATE OF AUTHORIZATION (If applicable, to be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
XII.	VENDOR REGISTRATION FORM	<input type="checkbox"/>
XIII.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, if any (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>
XIV.	CD-ROM or THUMB DRIVE OF TECHNICAL AND COST PROPOSALS	<input type="checkbox"/>

*** For the asterisked items: Please provide one copy of the requested forms as part of the original proposal only.
The required number of originals as indicated in Section I of the RFP, should be unbound and provided in a separate envelope.**

End of text for Section I

Section II
Award Criteria

Responses to the items set forth under each of the categories below will be used by the College's Evaluation Committee to assess the appropriateness and relevance of the information provided in the proposals and make a recommendation for award. **Failure to include information as requested under any of the sub-sections in the Proposal may lead the firm to be disqualified.** The responses to each of the categories **must be separated by clearly labeled tabs into the sections and sub-sections identified below, and reflected in the Table of Contents (form provided in Section I) of the Proposal submitted.**

1. General Qualifications:

a. General Information/Company History

- i. Company Name, e-mail, main address and all branch office addresses.
- ii. Describe the nature of your organization (e.g. business corporation, not-for-profit corporation, sole proprietorship, etc.). If applicable, identify all principals and the ownership interest of each.
- iii. Year Company was founded and brief history.
- iv. Total number of employees. Include an organization chart as relevant.
- v. **Location(s) from which majority of the staff will be providing services.**
- vi. Annual fee income for the past three (3) years.
- vii. The general and specific design specialties/expertise and overall resources.

b. Expertise of Company, including Qualifications and Experience of Personnel

- i. **Experience:** Provide general background information explaining why the firm and its sub-consultants, if any, are well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Provide a brief history and description of the firm's and sub-consultant's experience in providing services similar in scope to those described in this RFP with particular emphasis on any experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges.
- ii. **References:** **References must be provided. This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for both the Consultant and any subcontractor/subconsultant firm.**

Proposer must submit a list of at least three representative clients, including any other public entities, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:

- A detailed description of the scope;
- Client/company name;
- Name, title, and role of reference;
- Client/Company address, phone number, and email address.

The College reserves the right to contact any client listed. Consultants should check the references they submit to ensure that each reference and the associated contact information is current.

- iii. **Staff Qualifications/Resumes:** Describe the qualifications and background of your staff, and all proposed sub-consultants, especially sub-consultant proposed for cleaning services and rental of audiovisual equipment. Qualifications should include but not be limited to prior relevant experience.

The information submitted must include:

- Identify the management team(s) and describe its experience, and qualifications. Indicate the availability of the management team and all other personnel required for this assignment.
- Clearly identify and describe the title and role of the staff who will be assigned to the College's account. Proposer must include organizational chart in this section.
- Provide resumes of proposed key staff who will be assigned to the College's account, inclusive of a description of the qualifications, educational background, and work experience for all personnel who would be supervising the events, and perform other services as required under this RFP.
- Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College.

- iv. **College/County Contracts:** In this sub-section, provide a list of all contracts with the College or the County of Suffolk, if any, within the last five years (regardless of type of service) and the time period for those services.

- v. **Supplemental Information:** Include any brief supplemental information that may be relevant to your qualifications for the work. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.

c. Quality Control

- i. Operational Plan:** Describe how Company ensured performance through adequate management, supervision, review and control.
- ii. Record and Reporting Systems:** Describe Company's system for self-monitoring and ensuring maintenance of complete and accurate records.
- iii. Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.

d. Financial Viability

i. Financial Statements

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.

ii. Indebtedness to County and/or College

- (1) Submit a statement as to indebtedness, if any, to the County and/or College.
- (2) Submit a listing of all outstanding liens, if any, against Company.

iii. Liens and Litigation

- (1) Submit a summary of litigation, if any, against Company and its disposition.

2. Proposed Services/Products:

a. Understanding of Project/Service Requirements, Management Techniques and Approaches – Convey your understanding of the project requirements and demonstrate a thorough recognition of the problems to be addressed. This includes information on the Company's management and approach as follows:

- i.** Summarize how you will respond to the specific scope of work, identifying the various management techniques, approaches and strategies that will be utilized under this Agreement.
- ii.** The College requires that all furniture, carpeting, draperies, etc. are in good condition and free of stains. Carpeting necessary to cover the wood flooring shall be replaced with new carpeting at a minimum every four years, but sooner if it is stained or in disrepair and the College deems it appropriate. Describe the quality, type, brands, age, etc., of the equipment, materials, etc., that will be

provided for events, and how often these items will be updated with new equipment or materials throughout the contract duration. Indicate how the equipment is cleaned and maintained to ensure optimal presence and use.

- iii. Describe the audiovisual equipment that will be available for use under this Agreement. Provide a list of the equipment including manufacturer, model, year purchased by sub-consultant and current rental price. Since technology is constantly evolving, explain how the equipment is updated regularly to adapt to new needs.
 - iv. Describe the level of continual two-way communication you will maintain with College administrators.
 - v. Discuss any specific or special qualifications for this project.
 - vi. The College is interested in the firm bringing in new event promoters. Describe the services you can provide in this capacity, and the level of commitment you can guarantee in this undertaking.
- b. **Anticipated Issues and Resolutions** – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions. An example would be if you are ready to set-up, but find that the facility is being used by Athletics, and this is a common occurrence, what actions would you take?

3. Cost Proposal:

All rates provided in the cost proposal shall remain unchanged for the first five (5) for the Agreement. The College may consider an increase in the agreed upon rates at the time of renewal of the Agreement on year six (6). Consultant shall bear the burden of proof for demonstrating that the requested increases are based on certified labor contracts, uncontrollable material costs which can be verified by in national publications or other increases auditable by the College.

- a. Proposer shall submit billable labor rates for the following services:
 - i. Installation, labor support during the event and breakdown services
 - ii. Cleaning services
- b. Proposer shall submit daily rental rates for the following items:
 - i. Booth Pricing

<u>Booth Size</u> (in feet)	<u>Years 1 - 5</u>
8 x 10	
10 x 10	
10 x 12	

ii. Pricing for Ancillary Items

The College will pay the Consultant a one-time cost to purchase a new 72'x120' carpet that will be used to cover the basketball court hardwood flooring, as needed, for any events. That carpet will be the property of the College and will only be available for use by the College. Consultant shall submit a proposal defining the type of carpeting and the cost. College reserves the right make any changes to the specifications of the carpet and negotiate a better price. At each event that requires the use of the carpet to protect the hardwood flooring, the Consultant will be reimbursed for the labor cost associated with the installation of the carpet.

<u>Item</u>	<u>Daily Rental Cost</u> <u>Years 1 - 5</u>
General:	
3' siderail pipe & drape	
6' highwall pipe & drape	
12' highwall pipe & drape	
4' decorator tables T/S	
6' decorator tables T/S	
8' decorator tables T/S	
4' undecorated tables	
6' undecorated tables	
8' undecorated tables	
Carpet aisle runners	
Folding chairs	
Hi-back stools	
Stanchions	
Stanchion chain	
Easels	
Lecterns	
Conference tables	
Coffee pots	
Wastebaskets	
4' table risers	
6' table risers	
Coat racks	
Linens	
Coat hangers	
I poles	
Dance floor	
Carpet	
Astroturf	
Padded folding chairs	

<u>Item</u>	<u>Daily Rental Cost</u> <u>Years 1 - 5</u>
Bleachers	
Tensa barriers	
Bike rack barricades	
Furniture	
Gaff tape	
Zip ties	
Tie line	
Podium	
Lighting & Trussing:	
Wireless led up lights	
Wireless pin spots	
Wireless wash lights	
Led uplights	
Intelligent lighting	
20.5'' x 20.5''	
12''x 12'' trussing	
Tents:	
Various sizes	
Hi peak	
Pole and frame	
Ballast:	
Sandbags	
Concrete	
Steel plates	

- c. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal.

End of text for Section II

Section III Scope of Work

Suffolk County Community College (College) requires the Consultant to provide the College with decorating and cleaning services for events held at the Health, Sports and Education Center on its Michael J. Grant Campus in Brentwood, NY, as well as any other events being sponsored by the College at any of the other campus or ancillary building locations.

I. General Information

The College's Health, Sports and Education Center (HSEC) is located on the College's Michael J. Grant Campus. Among its many uses, is as a venue which hosts several internal and external events and shows in our region. The 60,000 square-foot HSEC is the largest unobstructed exhibition facility on Long island and has hosted numerous community-based events including: the L.I. Pet Expo, Hauppauge Industrial Association (HIA) Trade Show, the L.I. Home Expo, New York State and Suffolk County high school athletic championships, and Special Olympics.

Over the past year, the HSEC has hosted a total of 22 events. The more recent events included: the College's Convocation and Commencement; College Fairs; Home Show; Bridal Expo; Fire Expo; Athletic Events; Concerts; Golf Show; and Conferences. Generally, each event has seen approximately 200 booths. The maximum number of booths that can be set up is approximately 300.

There are two kinds of events hosted at the College and they are classified as follows:

- i. **College Event**: an event in which the College is the sponsor and no other entity is involved, or there is another entity involved, but the College is paying for all or part of the event. The Consultant shall be the exclusive services provider for College events except that the College reserves the right to retain a different firm provider for up to five (5) College Events per fiscal year (September 1st through August 31st). The President of the College will be responsible for designating these events.
- ii. **Non-College Event**: any event that is not a College event and has no affiliation with the College whatsoever. The College is strictly renting the facilities for the sole purpose of a community event. The Consultant shall be the exclusive service provider for all Non-College events.

II. Basic Services

The Consultant shall provide all required furniture and equipment, for any specific event. In addition, the Consultant shall provide the necessary cleaning services at set-up and during the event, as well as final clean-up after the event. As further explained below, the College is also interested in selecting a Consultant that has the capability of engaging new promoters in order to expand the number of Non-College Events hosted at the HSEC annually.

The basic services covered under this agreement are as follows:

A. Decorating Services

1. Consultant will provide 8'x10', 10'x10' and 10'x12' booths in a 60,000 square foot area. All booths shall include aluminum pipe and fireproof drape, one (1) six-foot table, two (2) chairs, a wastebasket, a vinyl table covering and fireproof skirting for tables.
2. Consultant will provide, as needed, other decorative items, including tables, chairs, stanchions and ropes, lecterns, easels, coffee pots, etc.
3. Consultant will provide floor coverings for aisles and HSEC Field House floor as needed, unless otherwise supplied by the College.

B. Cleaning Services

1. Consultant shall provide adequate staff and supplies, including but not limited to, mops, sweeping equipment, machinery, and tools, to clean the Field House, a 60,000 square foot area, and restore the facility to the reasonably same condition as prior to the event. Staff shall be in full uniform, and at a minimum be easily identifiable, and consistently maintain a respectful and professional demeanor at all times.
2. Consultant will provide special attention and care to the Field House flooring. Floor specifications and recommended methods of maintenance will be provided to the Consultant. Consultant shall provide all necessary equipment and machinery to maintain and clean the flooring for all events scheduled in the HSEC.
3. Consultant shall have an adequate number of qualified full-time employees year round to provide these services. Otherwise, the Consultant shall engage the services of a sub-consultant that specializes in cleaning services and has the adequate number of qualified staff and all necessary equipment and supplies.

C. Audio Visual Services

1. At times, the College may require that the Consultant provide, install and break down audio visual equipment needed to support an event. These services shall be provided by a sub-consultant that specializes in the rental of audiovisual equipment. Consultant shall be responsible for the coordination of all activities with the audio visual sub-consultant and shall ensure that the sub-consultant adheres to installation and break down timeline requirements established by the College.
2. Sub-consultant shall provide the necessary qualified staff to install and operate

the equipment at the time of installation, as well as during the event.

3. Consultant shall advise the College of specific power requirements for each event. The College will provide appropriate power based on the Consultant's requirements.

D. Business Development Services

1. The College is looking to partner with a Consultant that has the capability of engaging new promoters in order to expand the number of Non-College Events hosted at the HSEC annually. Consultant shall provide these services in accordance with its response to the RFP.

Department of Special Events will provide a monthly schedule of events taking place in HSEC. In addition, the College will provide Consultant with two weeks' notice of all scheduled events.

For College events, the Consultant shall coordinate all necessary services with the Office of Special Events. The College will typically rent furniture and the Consultant will be required to set up and clean up as directed by the College.

For Non-College events, the Consultant shall contact and coordinate with the promoters participating at the events. The Consultant may, if necessary, contact the Office of Special Events to request assistance in order to resolve any issues that may arise during the coordination process.

Typically, the College is contacted by a promoter to initiate the booking of an event approximately one (1) year prior to the event date. At that time, the College will notify the Consultant regarding the new booking. Consultant shall begin the preparation of the layout approximately six (6) months preceding the event, notwithstanding last minute requests. The Consultant shall design and prepare the floor plan layout for all events, in compliance with Fire Marshals' requirements. If necessary, the Consultant can request the assistance of the College's Office of Special Events when completing the floor plan. The College will handle and coordinate the approval by the Fire Marshal.

On the date of the event, the Consultant and the College's Office of Special Events shall coordinate the time to begin set-up in order to avoid any conflicts with College activities.

Consultant shall not store any equipment or supplies inside the HSEC venue until the day of setup in coordination with the Office of Special Events. In addition, all equipment shall be removed from the premises at the conclusion of the event.

The Consultant shall be present on the day(s) of the event to address and resolve any issues as well as provide any necessary cleaning services. After the event, Consultant shall promptly break down and provide the necessary cleaning services. The Consultant shall

possess professional cleaning machines and equipment to remove any stains, debris, etc., that may have been left behind after the event. If necessary, Consultant may utilize a sub-consultant to provide cleaning services. In the event the facility is not properly cleaned, the College reserves the right to engage a cleaning contractor or use its own resources to clean the facility and back-charge the Consultant for all cleaning related expenses inclusive of labor and/or materials.

III. Other Provisions

- A.** Consultant's and sub-consultants' staff shall wear uniforms and identification badges and be easily identifiable. Staff shall maintain a respectful and professional demeanor at all times.
- B.** The College shall inform Consultant, in writing or if orally, a written confirmation shall be sent immediately, of any employee of Consultant or sub-consultant whose conduct the College deems detrimental to the best interests of the College or the public using the facilities. Consultant shall immediately take any and all action necessary and appropriate to remedy the conduct.
- C.** Consultant may maintain a storage container on the premises of the College for the purpose of storing materials and equipment. The location of the storage container is to be determined by the College. Location of container must be approved by Director of Special Events and Program.
- D.** Consultant shall not use or permit the storage of any turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in any buildings erected or to be erected on the premises.
- E.** All space and equipment used by Consultant or sub-consultant(s) in the conduct of the events shall be reasonably maintained and kept clean by Consultant within the terms of a mutual agreement between the College and Consultant prior to the event, at its own cost and expense as directed by the College.
- F.** Premises may be inspected at any time by the College, by authorized representatives of the College, or representatives of the Suffolk County Department of Health Services or FRES. Consultant agrees that upon notification by the College that any part of the premises or facilities is unsatisfactory, Consultant shall, where such condition is caused by Consultant, remedy the same within a reasonable time except in the event of dangerous health and/or safety conditions impacting upon persons or animals which shall be corrected immediately.
- G.** All refuse and garbage costs relating to the Services are to be borne by Consultant as requested by the College and said refuse and garbage are to be disposed of in a

location satisfactory to the College.

- H.** Consultant shall be required to secure all permits, licenses and certifications necessary for the legal provision of Services at its sole cost and expense.
- I.** Consultant shall notify the College and obtain express approval from the College when making any changes to the Consultant's team and any sub-consultants assigned to provide services. It is understood that the team submitted with the Consultant's proposal submission to the College's RFP shall provide all services unless a change is requested and approved by the College.
- J.** The College owns equipment and employs labor forces that, at times, may be utilized by the Consultant. Consultant shall submit a request to the Director of Special Events at least ten (10) business days in advance of the need to use the College's labor and/or equipment. If the request is granted by the College, the Consultant shall be required to pay the College the following rates when using the College's labor or equipment for Non-College events:
 - a.** Personnel necessary to operate machinery, such as forklifts and scissor lifts, for the set-up or breakdown of the Consultant's owned equipment and supplies shall be charged at a rate of \$62 per hour.
 - b.** Use of College equipment such as forklifts or scissor lifts, for the set-up or breakdown of the Consultant's owned equipment and supplies shall be charged at a rate of \$100 per hour. Only College employees are authorized to operate College's equipment. If the equipment is needed, the Consultant shall be required to pay for the associated labor necessary to operate the equipment in accordance with paragraph a. above.
 - c.** The College reserves the right to revise these rates on an annual basis based on increases related to labor rates.
- K.** The College's Department of Special Events will provide the Consultant with the date and time when the event starts and ends. This timeline will include the time when set-up starts and breakdown ends. The College and/or promoter shall compensate the Consultant for rental of equipment and ancillary items in accordance with the schedule provided by the Department of Special Events from the date and time set-up starts to the date and time breakdown ends.

IV. Fees

The fee structure under an Agreement with the Consultant selected to provide the Services shall be as follows:

- A. For Non-College events:** the Consultant shall pay the College a commission equal to 12% of the total cost for the event charged to the promoter. Charges to the

promoter for an event shall be calculated as follows:

1. Rental of furniture and equipment shall be based on the cost per item as per the Cost Proposal.
2. Consultant labor to install, maintain and break down the furniture and equipment: labor charges shall be in accordance with the labor rates for installation/break down included in the Cost Proposal.
3. Labor costs associated with the cleaning services, whether provided by the Consultant or a sub-consultant, shall be in accordance with the labor rates for cleaning services included in the Cost Proposal.
4. Services related to the rental of audio visual equipment and the associated labor costs shall be billed at the sub-consultant's direct cost to the Consultant plus a 20% mark-up.
5. Labor and/or equipment costs related to services provided by the College in support of the event in accordance with the College labor and equipment rates defined in the Agreement.

B. For College events: the Consultant shall provide the College with discount equal to 12% of the total cost of the event. Event costs shall be calculated as follows:

1. Rental of furniture and equipment shall be based on the cost per item as per the Cost Proposal.
2. Consultant labor to install, maintain and break down the furniture and equipment: labor charges shall be in accordance with the labor rates for installation/break down included in the Cost Proposal.
3. Labor costs associated with the cleaning services provided during and after the event, whether provided by the Consultant or a sub-consultant, shall be in accordance with the labor rates for cleaning services included in the Cost Proposal. College reserves the right to use its own personnel to provide cleaning services during and after a College event. In this case, there shall be no charge to the College for cleaning services.
4. Services related to the rental of audio visual equipment and the associated labor costs shall be billed at the sub-consultant's direct cost to the Consultant plus a 20% mark-up.
5. Services provided by any sub-consultant engaged to provide services for an event shall be billed at the sub-consultant's direct cost to the Consultant plus a 20% mark-up.

V. Payment Terms

A. Security/Bonds

1. Consultant shall provide a Performance Bond as security for its performance of its obligation to pay commissions hereunder in the amount of Five Thousand Dollars (\$5,000.00), made in the name of the College.
2. Any surety from which Performance Bonds are obtained shall be licensed to issue said bonds by the New York State Insurance Department.

B. Payments Due to the College

1. Consultant shall be responsible for collecting all appropriate fees from promoters at the completion of each Non-College event. College does not assume any responsibility or guarantees any payments due from promoters and shall not be legally responsible if a promoter fails to pay any fees owed to the Consultant.
2. Payment for commissions related to Non-College events due to the College shall be made thirty (30) calendar days following the completion of each event.
3. Payment for services provided by the College in support of a Non-College event shall be made thirty (30) calendar days following the completion of each event.
4. Consultant shall be liable for a penalty of one and one half percent (1 ½%) per month for any part of a commission not paid as required. Such penalty shall accrue on the unpaid balance, which includes accrued penalties, until the required commission is paid. For any payment which is less than a full month late, the penalty shall be assessed at the rate of five one hundredths of one percent (.05%) per day.
5. The College reserves the right to negotiate the commission percentage at the time of renewal of this Agreement.

C. Payments Due to the Consultant

1. When providing services for a College event, Consultant shall submit a request for payment with all required back-up documentation to the College. Payment shall be processed by the College within 30 days of receipt of a complete payment submittal.

VI. Reporting and Documentation Requirements

A. Annual Report

The Consultant shall submit a Certified Profit and Loss Statement at the end of each contract year to the Director of Special Events. The statement shall be certified by an accountant employed by the licensee who shall verify the accuracy of the report. The report shall be in such form so that operational costs for payroll, merchandise, supplies, etc. are clearly presented.

B. Quarterly Sales and Commission Reports

The Consultant shall furnish, in a format mutually agreed upon, a quarterly sales and commission report. The Quarterly Report will accompany the remittance of commissions due to the college and the submittal of the quarterly sales tax return. Quarterly reports are to be submitted no more than 60 (sixty) days following the completion of a quarter.

C. Monthly Reports

The Consultant shall submit a monthly report of its daily transactions. The report will reflect all activity for services rendered. Monthly reports are to be submitted no more than fifteen (15) days following the completion of a month.

D. Authentication and Certification of Reports

All reports must be signed and dated by the licensee or his designated representative.

E. Distribution of Reports

All reports will be sent to:

Associate Dean for Financial Affairs
Office of Financial Services
Suffolk County Community College
Room 32, NFL Building
533 College Road
Selden, NY 11784.

and

Director of Special Events and Programs
Health, Sports and Education Center
Suffolk County Community College
Michael J. Grant Campus,, Room C108,
1001 Crooked Hill Road
Brentwood, NY 11717

F. Accounting Requirements

The Consultant shall make all of his books of account and financial records, tapes and bank statements, relative to the operation of the concession, available to the college, the county department of audit and control, or other authorized personnel or agencies, for audit and inspection. Records shall be maintained for a period of seven (7) years from the conclusion of an event.

The Consultant's books of account must adequately reflect all revenues derived from, and expenses incurred as a result of, the operations of the college licensed concession

All records are to be maintained in accordance with generally acceptable accounting practices.

G. Bank Account Information

The Consultant shall provide records reasonably necessary for the College to establish the fees collected by the Consultant to allow the College to verify that correct commissions were paid.

H. Contracts

Contracts used by the Consultant in the operation of this Agreement will be numbered contracts. All contracts will be retained by the Consultant for audit purposes for a period of seven (7) years from the date an event concludes.

A listing of all scheduled and realized events will be included on a report prepared and submitted with its monthly reports as part of its quarterly report submittal.

The summary of contracts must be signed by the Consultant or his designated representative.

Copies of all contracts shall be submitted to the College's Special Events and Programs Department within five (5) business days of contract execution and no less than ten (10) business days prior to each event.

End of Text for Exhibit F

**Exhibit G
Contractor's Proposal**

Contractor's Proposal submitted April 24, 2017 in response to the College's RFP No. R1700005 is incorporated herein by reference.