License 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 chartered community college (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

Gordon L. Seaman, Inc. (Contractor), a New York corporation licensed to do business in the State of New York, having its principal place of business at 29 Old Dock Road, Yaphank, NY 11980.

The parties hereto desire to make available the services of Contractor to provide electrical wiring services to licensees for events held at the Health, Sports and Exhibition Center at the Grant Campus in Brentwood, New York (Services).

Term of Agreement: March 1, 2011 through February 28, 2016.

Total Cost of Agreement: Revenue to College as described in Exhibit F

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

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

Gordon L. Seaman, Inc.

By: Gordon L. Seaman, Jr
President
Date: 3/2/11

Approved as to Legality:
Suffolk County Community College

By: Louis J. Petrizzo
College Deputy General Counsel
Date: 3/15/11

Suffolk County Community College

By: Dr. Shaun L. McKay
President
Date: 3/16/11

Approved:
Suffolk County Community College

By: James D. Amoroso
Vice President for Business and Financial Affairs
Date: 3/15/11

Recommended:
Suffolk County Community College

By: Frank Ryan
Administrative Director for Business Operations
Date: 3/11/11

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Exhibit F
Business Terms and Conditions
Whereas, the College grants to Contractor an exclusive, non-transferable license (License) as described in Exhibit D, subject to the terms and conditions described herein. Any service or activity not described herein must be approved in writing by the College, which approval shall not be unreasonably withheld.

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).

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.
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. Nothing herein contained shall prevent Contractor from subcontracting with Alford Electric, Inc. and such subcontract shall be subject to all of the provisions of this Agreement.

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 Form: 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), the form of which is attached, 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), the form of which is attached, 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 web site at [www.co.suffolk.ny.us](http://www.co.suffolk.ny.us). Click on “Laws of Suffolk County” under “Suffolk County Links”.

End of Text for Exhibit B
1. Notices Relating to Payments, Reports, or Other Submissions

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

James D. Amoroso  
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  
College Deputy General Counsel  
Office of Legal Affairs  
Suffolk County Community College  
533 College Road, NFL230  
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  
  College Deputy General Counsel  
  Office of Legal Affairs  
  Suffolk County Community College  
  533 College Road, NFL 230  
  Selden, NY 11784-2899

  and

- Christine Malafi, County Attorney  
  Suffolk County Department of Law  
  H. Lee Dennison Building  
  100 Veterans Memorial Highway  
  Hauppauge, New York 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.

4. 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.

5. 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.

6. 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

1. Contractor shall adhere to a schedule of fees to be charged licensees. During the term of this agreement any changes in the fee schedule must be agreed to by the parties in writing.

2. Contractor shall be responsible for all costs associated with the maintenance, upkeep, renovations, necessary repairs, less normal wear and tear, and improvements to the equipment installed by it and for all costs associated with necessary repairs of any equipment or facilities damaged by Contractor during the term of this Agreement.

3. Contractor shall, upon termination, vacate the premises and leave the facilities in a good condition, less reasonable wear and tear, but in no event shall any repairs, improvements or new construction be removed.

4. All equipment covered by this Agreement and used by Contractor in the conduct of its services shall be maintained by contractor at its own cost and expense as directed by the College.

5. Contractor shall keep separate books of account and records of all operations conducted under this Agreement and establish a system of bookkeeping and accounts which is acceptable to the College and which is in accordance with the accounting requirements for service contracts issued by the Comptroller of Suffolk County.

6. Contractor shall complete a log of business activities in a form acceptable to the College. All forms are to be submitted to the College by the 15th day of the following month along with a monthly summary to be provided in a form acceptable to the College.

7. Contractor shall permit inspection of said books and records by the College and Comptroller of the County of Suffolk or their representatives. Contractor may be required, for reasonable cause, to submit a certified profit and loss statement of operations under this Agreement as prepared by a Certified Public Accountant.

8. The College shall inform the contractor, in writing, or if orally, a written confirmation shall be sent immediately, of any employee of contractor whose conduct the College deems detrimental to the best interests of the College or the public using the facilities. Contractor shall immediately take any and all action necessary and appropriate to remedy the conduct. In the event Contractor fails to remedy the conduct, within a reasonable amount of time under the circumstances, this Agreement shall terminate five (5) days from receipt of written notice from the College of Contractor's failure to cure, notwithstanding the provisions of paragraph 2, Exhibit A entitled, Term and Termination.

9. It is expressly agreed that the College shall have a continuing lien on all personal property of Contractor which may be on the premises for any and all sums which may from time to time become and be due to the College under the terms of this Agreement, and upon default of payment by Contractor, the College has the right to take possession of and retain the same until the full amount be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of
the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy.

10. It is expressly understood and agreed that no interest in real or personal property is leased or granted to Contractor; that it is a License and not a lease; that Contractor's right to occupy the premises and to operate the License hereby granted shall continue only so long as Contractor shall comply strictly and promptly with each and all the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein; and that this License is not coupled with any interest in real property.

11. Contractor 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.

12. It is agreed that the licensed 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 the Suffolk County Department of Fire, Rescue and Emergency Services (FRES). Contractor agrees that upon notification by the College that any part of the licensed premises or facilities thereof is unsatisfactory, Contractor shall, where such condition is caused by Contractor, 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.

13. Subject to the provisions of Section 16 of Exhibit A, Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to Contractor under the terms of this Agreement, to any 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.
Exhibit E

Description of License/Financial Terms and Conditions/Other Variable Terms and Conditions

1. Grant of License

The College grants to Contractor an exclusive, non-transferable license (the License) to make electrical wiring improvements at the facility and to provide electrical wiring services to the College and to licensees for events held at the facility, subject to the terms and conditions described herein. The College must approve any service or activity not described herein in writing.

2. Licensee Fees

Contractor agrees to pay the College as compensation for the License and for the privilege of operating it, as follows: Ten percent (10%) of gross receipts from providing services to licensees for events at the facility.

3. Payment Terms

All remittances shall be made payable to the “Suffolk County Community College.” The License Fee for each month during the term of the License and any option periods shall be paid by the 15th of the following month to the following address:

Suffolk County Community College
Business and Financial Services Office
Attn: Accounts Receivable
533 College Road
Selden, New York 11784

Contractor shall be liable for a penalty of one and one half percent (1½%) per month for any part of this License Fee not paid as required. Such penalty shall accrue on the unpaid balance, which includes accrued penalties, until the License Fee 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.

Should Contractor neglect to pay any charges for services supplied and billed by the College when the same become due and payable, then the amount of said charges shall forthwith become a part of and added to the License Fee and shall under all circumstances and conditions be considered and be collectable as such.

The License Fee is due and payable to the College once Contractor has performed services on behalf of the licensee and collected from licensee.

The obligations of this paragraph shall survive termination of this Agreement.
4. **Security**

Contractor shall provide as security for its performance of payment of commission obligations hereunder, a Line of Credit, Cash, Savings Certificate, or other financial instrument if approved by the College, from a recognized bank at the prevailing interest rate (*), in the amount of Six Thousand Dollars ($6,000.00), made in the name of the College.

(* Interest payable to Contractor on savings certificate. Cash will be held in a non-interest bearing account by the County Treasurer.)

End of Text for Exhibit E
Exhibit F

Business Terms and Conditions

1. Electrical Wiring for Events

   a. Design Criteria

      1. Maximum number of exhibitions = 300
      2. Average number of exhibitions = 200

   b. Design Load

      Average Power — 1-amp @ 120-volts = 120 watts

   c. Existing Provisions

      Eleven (11) column-mounted junction boxes

   d. Proposed Distribution & Loading

      1. 300 exhibitions @ 200-watts each — 60 KW
      2. 60 KW @ 120/208 volts, 3-phase, 4-wire = 166 amperes total load
      3. Number of existing floor boxes — seventeen (17)

         \[
         \frac{300 \text{ Exhibitions}}{17 \text{ floor boxes}} = 18 \text{ Exhibitions/floor box}
         \]

      4. 18 Exhibitions @ 200-watts each = 3.6 KW
      5. 3.6 KW @ 120/208 volts, 3-phase, 4-wire = 10 amperes

   e. Circuit No. 1

      1. Six (6) column-mounted junction boxes feeding nine (9) floor-mounted boxes
      2. Nine (9) floor boxes @ 18 exhibitions/floor box X 200 watts/exhibit = 9 X
         \[18 \times 200 = 32.4 \text{ KW} = 90 \text{ amperes}\]

   f. Voltage Drop

      \[
      90 \text{ Amperes} \times (360 \times 0.67) \times 18.7 = 101,822 \text{ CM}
      \]

      Feeder provided - #1/0 = 105,600 CM (150 ampacity)
g. Typical Load Control Schedule

1. 100 Ampere — main lug only — 30 poles total
2. 120/208 volt — 3-phase, 4-wire
3. 18-15 ampere — 1-pole circuit breaker
4. 6-15 ampere — 2-pole circuit breaker

h. Unit Pricing

Unit prices to be provided for the second phase of the contract include unit cost for a standard duplex receptacle, quad box, 220-volt twist lock type receptacle and single receptacle provided during a show, event or exhibit. These unit prices for various power requirements include standby manpower, setup, breakdown and coordination activities.

<table>
<thead>
<tr>
<th></th>
<th>Years</th>
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</thead>
<tbody>
<tr>
<td>Price per standard duplex receptacle</td>
<td>$203</td>
</tr>
<tr>
<td>Price per quad box</td>
<td>$234</td>
</tr>
<tr>
<td>Price per 220-volt twist lock type receptacle</td>
<td>$281</td>
</tr>
<tr>
<td>Single receptacle</td>
<td>$101</td>
</tr>
</tbody>
</table>

When services are rendered directly to the College, the College will receive a ten percent (10%) discount on the unit prices set forth above and no commissions will be due to the College.

Except where services are rendered directly to the College, unit prices are paid by the licensees. The College does not guaranteed payment of the unit prices by its licensees and shall not be held legally responsible if any licensee fails to pay any fee owed by it to Contractor.

Contractor agrees too charge licensee the existing prevailing rate in effect during the presentation of the event. The prevailing rate shall be the established rate charged to other licensees for the six (6) month period prior to the event.
i. Labor Rates

<table>
<thead>
<tr>
<th></th>
<th>Years</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2011-2016</td>
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<tr>
<td>Standby Electrician</td>
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<td>$151</td>
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<tr>
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<td></td>
<td>Double time</td>
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<td>$198</td>
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</tbody>
</table>

When services are rendered directly to the College, the College will receive a ten percent (10%) discount on the labor rates set forth above and no commissions will be due to the College.

Except where services are rendered directly to the College, labor rates are paid by the licensees. The College does not guarantee payment of the labor rates by its licensees and shall not be held legally responsible if any licensee fails to pay any fee owed by it to Seaman.

With the approval of the College and Contractor, rates for additional electrical equipment and services, including but not limited to telephone services, computer equipment and other communication services, may be added to this Agreement.

3. Requirements

a. Installation

i. Contractor shall provide and install all copper wiring, conduit, circuit breaker panels, connectors, junction boxes, and associated hardware to install a supply distribution system to the outer walls of the Gymnasium/Event floor.

ii. All copper wiring, conduit, circuit breaker panels, connectors, junction boxes, and quick disconnects shall be installed in accordance with manufacturers recommendations and comply with the National Electric Code.

iii. Any conduit penetrations must be fire stopped subsequent to cable installation.

iv. Contractor shall provide and maintain the equipment necessary to distribute power to 100/300 exhibitors on the event floor with a setup.
schedule of 12/24 hours before scheduled event.

v. All cables/extension cords of the temporary distribution system that run along walkways will be protected by approved tread covers to prevent tripping and other electrical safety hazards.

b Labeling

All power panels, junction boxes, distribution cables, and outlet boxes must be clearly labeled in accordance with the labeling specifications to be provided by the College at a later date.

c On-Site Standby/Management

i. A qualified technician/electrician will be required to setup, teardown, and remain on site during a planned event. This will reduce response time if a problem should occur during the time of the scheduled exhibit.

ii. Contractor will provide a project manager/event coordinator who will act as a single point of contact between the event coordinator and the property manager. This project manager/event coordinator must attend event setup meetings, sales meetings if needed, and have the authority to make decisions regarding project implementation and manpower commitments.

iii. The project manager/event coordinator cannot make changes without prior notice and approval of the Director of the Center.

d Breakdown and Removal of Temporary "Event Power"

i. It is the responsibility of Contractor to disassemble and remove and store "off site" the materials for temporary event power.

ii. Contractor is responsible for the handling of all materials and all costs associated with material handling. It is Contractor's responsibility to coordinate delivery schedules with the project/event schedule.

iii. Storage of temporary power connections/distribution is the responsibility of Contractor.

e Codes and Standards

All work shall conform to the applicable codes and standards of the agencies listed below. When a conflict between standards arises, the more stringent standard is to be followed.
f. **Maintenance**

Contractor will perform the required maintenance to keep power panels, junction boxes, cabling systems and all other electrical equipment in good repair as to prevent possible safety hazards and to maintain aesthetic value.

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End of Text Exhibit F