Eliminex Pest Control, Inc. **Contract No.: 20-CC-050**
Project Name: Pest Management Services

AMENDMENT NO. 3

WHEREAS, **Suffolk County Community College** ("College") and **Eliminex Pest Control, Inc.** ("Contractor") entered into an Agreement on November 2, 2015 wherein Contractor agreed to provide pest management services to the College's Michael J. Grant Campus and Eastern Campus, including the Culinary Arts and Hospitality Center ("Services"); and

WHEREAS, on October 20, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to October 31, 2017, and

WHEREAS, on October 18, 2017, the parties executed Amendment No. 2 to the Agreement which extended the term thereof to October 31, 2018, and

WHEREAS, the College desires to further extend the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

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

1) The Agreement shall be extended for one (1) year beginning **November 1, 2018 through October 31, 2019**;

2) 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.

Eliminex Pest Control, Inc.
Fed. Tax ID #: 11-2695543

By: _____
Kevin O'Connor
President

Date: 9/10/2018

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 9/14/18

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 09/14/18

Approved:
Suffolk County Community College

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

Date: SEP 13 2018

AMENDMENT NO. 2

WHEREAS, **Suffolk County Community College** ("College") and **Eliminex Pest Control, Inc.** ("Contractor") entered into an Agreement on November 2, 2015 wherein Contractor agreed to provide pest management services to the College's Michael J. Grant Campus and Eastern Campus, including the Culinary Arts and Hospitality Center ("Services"); and

WHEREAS, on October 20, 2016, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to October 31, 2017, and

WHEREAS, the College desires to further extend the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement, and to supplement certain provisions thereof.

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

1) The Agreement shall be extended for one (1) year beginning **November 1, 2017 through October 31, 2018**;

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 polices:

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.

Eliminex Pest Control, Inc.
Fed. Tax ID #: 11-2695543

By: _____
Kevin O'Connor
President

Date: 10/6/2017

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 10/18/17

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 10/10/17

Approved:
Suffolk County Community College

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

Date: 10/10/17

Eliminex Pest Control, Inc.
Pest Management Services

Law No. 20-CC-050

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Eliminex Pest Control, Inc. ("Contractor") entered into an Agreement on November 2, 2015 wherein Contractor agreed to provide pest management services to the College's Michael J. Grant Campus and Eastern Campus, including the Culinary Arts and Hospitality Center ("Services"), and

WHEREAS, the College desires to extend the Agreement for one (1) year upon the same terms, conditions and cost as the original Agreement.

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

1) The Agreement shall be extended for one (1) year beginning **November 1, 2016 through October 31, 2017**;

2) All other terms and conditions of the original Agreement 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.

Eliminex Pest Control, Inc.
Fed. Tax ID #: 11-2695543

By: _____
Kevin O'Connor
President

Date: 10-7-2016

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 10/20/16

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 10/13/16

Approved:
Suffolk County Community College

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

Date: OCT 17 2016

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

Eliminex Pest Control, Inc. ("Contractor"), a New York corporation having its principal place of business at 30 Pond Road, Oakdale, New York 11769.

The parties hereto desire for Contractor to provide pest management services to the College's Michael J. Grant Campus and Eastern Campus, including the Culinary Arts and Hospitality Center, in accordance with the bid terms, conditions and specifications as more fully described in Exhibit D ("Services").

Term of Agreement: November 1, 2015 through October 31, 2016, with four (4) additional one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall not exceed prices as set forth in Exhibit E, attached.

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.

Eliminex Pest Control, Inc.
Fed. Tax ID #: 11-2695543

By: _____
Kevin O'Connor
President

Date: _____

Suffolk County Community College

By: _____
Dr. Shaun L. McKay
President

Date: 11/2/15

Approved as to Legality:
Suffolk County Community College

By: _____
Louis J. Petrizzo
College General Counsel

Date: 11/02/15

Approved:
Suffolk County Community College

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

Date: 10/30/15

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 A
General Terms and Conditions

Whereas, the College issued a formal sealed bid, which was advertised on September 3, 2015; and

Whereas, Contractor submitted a proposal in response to such bid on September 18, 2015; 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. Option Periods

i. This Agreement may be renewed, at the option of the College, for four (4) additional one (1) year terms.

ii. The College may exercise its options by written notice to the Contractor not later than two months prior to the expiration of the term.

iii. Written notice of the College's intent to exercise any option under this Agreement may be in the form of a letter issued by the College and countersigned by Contractor.

c. 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.

d. 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.

e. 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.

f. 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, naming Suffolk County Community College and The County of Suffolk as additional insureds.

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 web site 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, 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

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, 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, 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, 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.

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

[See ATTACHMENT 1, annexed hereto]

Pest Management

ATTACHMENT 1

BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. (b) Bids must be received by the Procurement Office on or before the specified bid opening date and time. (c) Prices MUST be inserted with typewriter or ink. Entries with white-out or cross-outs MUST be initialed or that entry may be disqualified. (d) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (e) Bidders should retain one (1) copy of bid forms and applicable attachments. (f) Bidders MUST state Manufacturer's name and catalog number of each item bid on, as appropriate. (g) ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid. (h) Purchases made by the College are not subject to State or Local Sales Taxes or Federal Excise Taxes. (i) The College is not subject to any existing "FAIR TRADE AGREEMENT" and Bidders should be governed accordingly. (j) Any Manufacturer offering prices for equipment or supplies (disposables), MUST agree to sell parts and service for their equipment currently owned or leased by the College or acquired as a result of this bid, directly to the College. This provision applies even if this bid is for supplies only. (k) When applicable, Vendor shall submit documentation to the College, prior to delivering the product, indicating a "Class A" Fire Rating and New York State Department of State Compliance Numbers, in accordance with "NAPPA 101" and New York State Fire Prevention Code, Part 772 (NYSDOS Number). Products delivered without prior approved certification will be rejected, and the Vendor shall be responsible for all costs associated with their return. (l) Bid must be returned in its entirety. (Every page must be returned). (m) All work performed must be in compliance with all rules and regulations stated by OSHA, Local, State, Federal or any other regulatory agencies. (n) On repair Agreements, Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition. (o) All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable Electrical Codes and safety requirements, and must adhere to them. (p) All parts supplied must match the designated equipment, and must be in accordance with the specifications of the Manufacturer of the part to be replaced. (q) Except as otherwise specified, all contractual requirements will be performed at the College site, as required. © Any requirement to remove any part of the equipment or system(s) to Contractor's shop must be approved by an authorized College representative. The College shall supply all utilities which are available on location insofar as compatibility requirements permit. (s) All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the College. (t) Employees of the Contractor while on service call shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request by the Office of Public Safety or supervisory personnel of the College.

2. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

3. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.

Pest Management

4. Bidder declares that the bid is made without any connection with any other Bidder submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

5. INDEPENDENT CONTRACTOR The Contractor is an independent contractor of the College or County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself, or herself out as a College or County employee or Person with the authority to commit the College or County to any obligation. As used in any Agreement awarded as a result of this bid the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. BIDDERS' EXCEPTIONS Bidders may take exception to paragraphs of this bid under a separate cover letter to be attached to this bid, indicating specific bid page, paragraph, and the exception(s). The Director will consider whether or not to accept a Bidder's exception(s). In any event, the decision of the Director will be final.

7. DETAILED SPECIFICATIONS Proposals submitted hereunder shall be in accordance with detailed specifications set forth on bid pages or as attached and made part hereof. Such specifications are representative of the type of item(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if, in his opinion, the item(s) offered can satisfy the needs of the Using Department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.

8. PRICES The provisions of the New York State Fair Trade Law (Feld-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the College.

9. REDUCTION IN PRICES If an award is made, the Contractor agrees, should prices be reduced to the general trade during the term of the agreement, the College shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the College of such price reductions.

10. NEW YORK STATE PRICES Bidders must represent and warrant that if they are under contract with New York State for items specified herein that the price, per unit, quoted to the College, therefore, is not higher than the price, per unit, quoted to New York State for like quantities.

11. APPROXIMATE QUANTITIES The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimates based on experience or anticipated usage and are given for information purposes only. The College will NOT be compelled to order any amount of any respective item. Agreements, however, shall be for the quantities actually ordered by the College during the period specified.

12. SPECIFICATIONS If Bidder is offering an "Equal" item, Bidder is to submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a Manufacturer's catalog description, brand name or number in any Agreement resulting therefrom shall not be construed as qualification of the specifications of this bid or relief there from except as specifically stated in the Agreement.

Pest Management

13. EQUIVALENT BIDS Bidders may offer equipment of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a Manufacturer, brand, make or catalog designation in specifying items described herein does not restrict Bidders from offering equivalent bids. Such a designation is used to indicate the character, quality and performance equivalence desired. However, acceptance of an equivalent product will be strictly at the discretion of the College. Furthermore, proof and/or demonstration of equivalence, compatibility and performance shall be incumbent upon the Bidder.

14. PRODUCT IDENTIFICATION If a product is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each Bidder warrants that the substitute product being offered is an equal. Bid Sheets shall be so noted with the Manufacturer's name and brand of the product offered as an equal. If, as a result of an

    award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Vendor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in the bid or an acceptable equal which will have the approval of the Director.

15. PROTECTION FROM CLAIM AGAINST "OR EQUAL" In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of "equal or better" or "or equal", the successful Bidder agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the College free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

16. ALTERNATE BIDS If the Bidder wishes to offer an alternate to the specified item(s), s/he may do so, provided that s/he clearly indicates that the item(s) offered is an alternate and does not represent the alternate to be an equivalent, and further provided he accompany the alternate offer with full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.

17. SHIPPING CHARGES All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The College acknowledges that if an emergency shipment (overnight, Saturday Delivery, etc.) is required and requested by the Using Department, such shipping charges would be paid by the Using Department on a "Prepay Shipping Charges and Add To Claim" basis.

18. SURETY In the event that an award is made hereunder, the Director reserves the right to require Successful Bidder to post, within one week, security for faithful performance, with the understanding that whole or any part thereof may be used by the College/County to rectify any deficiency that may arise from any default on the part of the Successful Bidder. Such security must meet all the requirements of the College General Counsel and must be approved by the College General Counsel.

19. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made obsolete by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidder's risk and expense.

Pest Management

20. AWARD (a) The College reserves the right before making an award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the College, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the College, the Successful Bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment purposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the College may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the College to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid. (b) Awards will be made to the lowest responsible Bidder or on the basis of best value, in accordance with the College's Procurement Policy. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery. (c) The College reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College will be served. (d) Unless otherwise indicated herein, the College reserves the right to make award by items, by classes, by groups of items, or as a whole, or, in appropriate circumstances, to award to multiple bidders.

21. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the College, or failure to make replacement of rejected articles when so requested immediately or as directed by the College, the College may purchase from other sources to take the place of the item rejected or not delivered. The College reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the College for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

22. An order may be canceled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.

23. When in the determination of the College, the articles or equipment delivered fail to meet College specifications or, the Vendor consistently fails to deliver as ordered, the College reserves the right to cancel the order and purchase the balance from other sources at Vendor's expense.

24. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

Pest Management

25. The College will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the College will govern.

26. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks. The containers remain the property of the College unless definitely stated otherwise in the bid.

27. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The College will note for the benefit of the Vendor when packages are not received in good condition.

28. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

29. WARRANTY (a) Generally. The successful Bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the College, other than defects or failure shown by the Vendor that have arisen solely from accident or abuse occurring after delivery to the College, and agrees to replace any parts, which, in the opinion of the user, shall fail from the above reasons. (b) Different Warranty Period. If a company policy or trade practice requires a different warranty period, the Bidder may so state without fear of disqualification. However, the Bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award. (c) OSHA. Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1979.

30. REPLACEMENT PARTS If the requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, such components must match and inter-member without modification to the equipment and systems indicated.

31. EXPIRATION DATING All products shipped must have a minimum of one (1) year expiration dating from the date of delivery to the College. For products that have less than one (1) year expiration dating from time of manufacture, the longest possible expiration dating must be supplied to the College.

32. ADDITIONAL ITEMS Additional items of the same or similar manufacture or additional services related to the specifications and requirements stated herein may be added by an amendment to the Agreement, provided that such items or services do not or are not expected to exceed the statutory limit of $1,000.00 in any Agreement period.

33. Deliveries are subject to reweighing at destination by the College and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.

Pest Management

34. Reference is made to the Model Agreement attached (set forth in Section VI) 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.

End of Section I

SECTION II
BID REQUIREMENTS

1. **Intent:**
It is the intent of the College to properly describe in these specifications, terms and conditions an adequate method of providing appropriate pest management services to the College and enter into an agreement with the lowest responsive and responsible bidder. The Contractor(s) shall provide pest management services as follows:

Michael J. Grant Campus – 1001 Crooked Hill Road, Brentwood NY 11717
Eastern Campus – 121 Speonk Riverhead Road, Riverhead NY 11901
Culinary Arts – 20 Main Street, Riverhead NY 11901

2. **Award:**
Award(s), if any, will be made to the lowest responsible Bidder(s), who, in the opinion of the College, meets the specifications and qualifications stated herein, or upon the basis of best value, in accordance with the College's Procurement Policy. The award(s) will be in the form of a contract which, when issued and executed by both parties, will enable the successful Bidder(s) to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order. The College may award contracts by location based on bid amounts.

3. **Term of Agreement:**
Period covered shall be for one (1) year from the date of an award with four (4) one-year renewal options to be exercised at the College's sole and absolute discretion. The terms of each option shall be as mutually agreed upon by both parties.

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

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

6. **Disclaimer:**
The contract executed as a result of this bid will establish terms and conditions pursuant to which certain materials and/or services are to be supplied or performed, from time to time, for a specified period upon issuance by the College of a Purchase Order. The Model Agreement is attached hereto in Section VI and is made part hereof the Solicitation Documents. The contract is non-exclusive and the College is not bound to purchase, and no materials are to be delivered or services performed without a Purchase Order. The College shall be under no obligation whatsoever to issue such Purchase Orders.

7. **Specifications:**

A. Bidders shall demonstrate at least two (2) years of continuous commercial service/maintenance work and shall have sufficient workmen, equipment and vehicles to support the needs of the College in accordance with the requirements described herein. Apparent responsive and responsible low bidder(s) will be required to demonstrate an acceptable level of resources that will be made available to the College under this agreement prior to contract award. Bidder shall include in the bid response three references of customers similar in size and scope.

B. The Contractor shall treat the College's facilities as needed. The days and times for the services will be arranged between the Contractor and the College and shall not interfere with the normal operation of the facilities. Contractor shall perform all work in the best workmanlike manner. Contractor shall provide adequate protection from damage for all work and shall repair damages of any kind for which the Contractor's workmen are responsible.

C. The Contractor shall be responsible for the safe use of pesticides. All pesticides used by the Contractor must be registered with the EPA and appropriate State and/or Local jurisdiction. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State and Local regulation. The environment and public shall be protected at all times. All work shall be performed in accordance with the national code, current edition and all local codes.

D. The Contractor must follow the provisions of the Suffolk County Code Section 380-5 (E) related to pesticide application on County and College owned properties. In addition, all pest control materials shall be applied in accordance with NYS DEC regulations and in a manner consistent with manufacturer's recommendations.

E. The Contractor shall be licensed in the County of Suffolk and local municipalities as required.

F. Pest control technicians shall have good knowledge of problem pests, methods of pest control and proper and safe use of least toxic pesticides. The Contractor shall provide only qualified pest management personnel with adequate experience to perform the services defined herein. All personnel must understand current practices in the field and be able to make judgements regarding best pest management techniques. Staff shall also understand the terms and conditions of the agreement with the College in order to comply with all its terms and conditions.

G. Contractor shall clean up and remove all debris and rubbish resulting from the work performed. Upon completion of the work, all premises shall be left in a neat unobstructed condition. The building broom cleaned and in a satisfactory repair and order.

H. The Contractor shall provide the College with the labels and MSDS of all pesticides to be used.

I. Prior to performing any space spray treatment, the Contractor shall submit a written request for approval to the Campus Director of Plant Operations and the College Director of Public Safety at least five (5) days prior to the proposed treatment date. The request must identify the specific pest, time

and specific place of treatment, pesticide(s) to be used, method of application, precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the approval of the College. No space application shall be made while students, faculty or staff are present. No product identifiable as a fumigant shall be used in any building.

J. Contractor shall use most up-to-date materials being manufactured. No obsolete materials shall be allowed.

K. During each service, the Contractor's technician shall provide the College with a service ticket signed by a College representative and an inspection report which shall include the following information:
   a. Date and time.
   b. Name of technician performing the work.
   c. On the job service time, including start and end times.
   d. List of locations serviced.
   e. When performing services on an hourly rate basis, specify start and end times for the location in need of hourly rate services.
   f. When performing services on a linear foot basis, specify the number of linear feet serviced.
   g. Description of work including list of products used as well as a copy of the MSDS sheets and EPA Reg numbers.

L. The Contractor shall treat all the food services facilities. These include the kitchen, dishwashing area, dining room, staff locker rooms and restrooms, service area, vending machines, food storage, dry storage, garbage disposal area and the office area. Food services facilities will be treated every other week. Contractor shall develop a pest management approach for these facilities that ensures the elimination and prevention of insects and other pests in this areas. In cases where it is determined that a particular chemical in use at a specific location has lost its effectiveness, the Contractor shall replace such ineffective chemical with a more effective one.

M. The Contractor shall treat facilities for **both insects and rodents**. These include German roaches, American roaches, oriental roaches, common household ants such as pavement and citronella ants, mice, rats and flying insects.

N. For the purpose of this contract, the following terms and descriptions shall define the insects the Contractor is required to control: roaches of all species, silverfish, earwigs, ants and all crawling insects, anthropolds such as but not limited to spiders, ticks, centipedes, mites, etc.

O. The College reserves the right to assign its personnel to assist the Contractor's staff if they deem it in its best interest to do so.

P. The Contractor shall be required to respond to services requests within 24 hours from notification by the College of a service need, including weekends and holidays.

Q. Continual breakdown of vehicles is not an acceptable reason for non-compliance, and shall be a reason for cancellation of the contract.

R. No travel time will be paid. Payments will be made only for the services performed and the time on the job. Invoices shall be accompanied by daily service tickets specifying the time of arrival, work completed, material used and time of departure for each employee. Tickets must be signed by an authorized representative of the College. A legible copy of the ticket shall be left with the signer/representative of the College and shall be the basis for all payments upon submission of an invoice.

Pest Management

S. When arriving at any of the Campus locations, Contractor shall report to the Public Safety booth. Contractor shall be required to sign in at the Public Safety booth at the time of arrival and sign out at the same booth location when leaving the Campus after completion of the work.

T. Under the contract, sub-contracting will not be permitted without prior approval by the College. If approval is granted, the Contractor shall be required to submit to the College copies of agreements with all subcontractors, including insurance certificates. Contractor and all approved subcontractors must perform all work in accordance with all relevant codes.

U. The Contractor shall pay its employees the prevailing wage rate as defined in Section 220 of the NYS Labor Law Schedule of Wage Rates. A copy of the certified payroll shall accompany any request for payment.

V. The Contractor shall treat for the different pests as follows:

a. **Pesticide Products and Use**

i. The Contractor shall be responsible for the safe use of pesticides. All pesticides used by the Contractor must be registered with the EPA and appropriate State and/or Local Jurisdiction. Transport, handling and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, State and Local Regulations. The environment and the public shall be protected at all times.

ii. The Contractor shall minimize the use of synthetic/organic pesticides wherever possible. For example:

1. The use of crack and crevice application of pesticides harborage areas rather than fan spraying exposed surfaces in the general vicinity of harborage areas.
2. The use of containerized bait for cockroaches rather than sprays wherever applicable.
3. Pesticides fogs or space sprays (including mists and ultra-low volume application) shall be restricted to unique situations for which no alternative measures are practical as deemed necessary by the Contractor and approved by the College.

iii. Prior to performing a space spray treatment, the Contractor shall submit a written request for approval to the College at least five (5) days prior to the proposed treatment time. The request shall identify the specific pest, time and specific place(s) of treatment, pesticide(s) to be used, method of application, precautions to be taken to ensure the containment of the spray to the site of application. No space application of pesticide shall be made without the approval of the College. No space application shall be made while any staff or students are present. No products identifiable as fumigant shall be used in any of the College's buildings for any purposes.

b. **Rodent Control**

i. Snap traps and trapping devices (including glue boards) used in rodent control shall be checked during every service call. Rodents trapped shall be disposed of by the Contractor within 24 hours after notification by the College. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. Traps shall be placed out of the general view and located so as not to be affected by routine cleaning procedures.

ii. All rodenticides regardless of packaging shall be placed either in locations not accessible to children, pets, wildlife and domestic animals or on EPA approved tamper resistant (often termed tamper-proof) bait boxes. Frequently, bait box servicing shall

depend on the level of rodent infestation. All bait boxes shall be placed and obtained in accordance with EPA regulations with an emphasis on the safety of non-target organisms. The following three points shall be strictly adhered to:

1. The lids of all bait boxes must be securely locked or fastened shut.
2. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
3. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc. so that the box cannot be picked up or removed.

c. **Ant and Roach Control**

i. Only baits and gels are to be used for the control of interior building insects which includes but is not limited to roaches and ants.

ii. Monitoring devices and boards shall be used in conjunction with baits and gels to identify problem areas and track infestation and treatment.

iii. Monitoring devices used in identifying infestations and counts shall be checked and counted and replaced at each visit to the site unless the control of the infestation cannot be controlled in such manner. If this is the case, the College shall be notified of the infestation, products used and means of treatment needed to further control the infestation.

iv. All insecticides (baits and gels) unless applied in cracks and crevices, shall be placed in tamper resistant bait stations. Stations shall be placed out of the general view and located so as not to be affected by routine cleaning procedures.

d. **Outdoor Bees, Wasps, Hornets, Yellow Jackets, Etc.**

i. Whenever possible, outdoor flying insect control shall be accomplished by non-pesticide means that shall include but not be limited to the following:

1. Mechanical removal of nests and hives
2. Use of non-pesticide freeze sprays, juice/bar
3. Traps with bait for yellow jackets, wasps, etc.

8. **Site Visit:**

Bidders are strongly encouraged to attend the site visit at each Campus location. Bidders are asked to contact Gary Drewes at (631) 851-6734 to confirm the attendance to the site visits.

Site visits have been scheduled as follows:

Michael J. Grant Campus – September 9, 2015 at 9:00 am. Meet at the Plant Operations Building.

Ammerman Campus – September 10, 2015 at 8:30 am. Meet at the Plant Operations Building.

Eastern Campus – September 11, 2015 at 9:00 am. Meet at the Plant Operations Building.

End of Text for Exhibit D

Exhibit E
Payment Terms and Conditions

1. General Payment Terms

a. Contractor shall prepare and present a claim form supplied by the College and approved for payment by the College. Claims 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 2, annexed hereto]

ATTACHMENT 2

COST

MICHAEL J. GRANT CAMPUS

ITEM NO. 1

Item No. 1 includes the Western Campus Cafeteria located at the Captree Commons and the convenience store located in Health, Sport and Education Center (HSEC). Exterminating and pest control services include both insects and rodents and shall be performed at a set time agreed to by the College and the Contractor. Service at these locations will be provided every other week but the service requirement may increase or decrease as-needed as determined by the College. Bid price per visit shall include all necessary pesticides and traps to ensure the appropriate control of insects and rodents in these areas.

BID PRICE PER SERVICE VISIT $59.00

ITEM NO. 2

The Contractor shall provide services including but not limited to ants, roaches, beetles, water bugs, spiders, gnats, mice, etc. on an as-needed basis to all other Campus buildings which include but is not limited to the following:

- Health, Sport and Education Building
- Sagtikos Building
- Nesconset Building
- Paumanok Building
- Caumsett Hall Building
- Craptree Commons Building
- Day Care Center
- Center, North and South Buildings (3 Buildings)
- Plant Operations (2 Buildings)
- Auto Shop – Warehouse Building

1. TERMITES	BID PRICE
PRICE PER LINEAR FOOT	$ $3.00
MINIMUM CHARGE	$ $295.00
EXTENDED WARRANTY 1 YR	$ $125.00
EXTENDED WARRANTY 5 YRs	$ $500.00

Price per linear foot shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the number of feet treated times the price per linear foot. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

2. INTERIOR OF BUILDING FOR INSECT PROBLEMS

PRICE PER LINEAR FOOT	$ $2.50
MINIMUM CHARGE	$ $59.00

Price per linear foot shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the number of feet treated times the price per linear foot. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

3. EXTERIOR OF BUILDING FOR INSECT PROBLEMS

PRICE PER LINEAR FOOT	$ $2.50
MINIMUM CHARGE	$ $59.00

Price per linear foot shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the number of feet treated times the price per linear foot. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

4. BEES, WASPS, HORNETS

HOURLY RATE	$ $59.00
MINIMUM CHARGE	$ $85.00

Hourly rate shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the actual time spent on the job times the hourly rate. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

5. RODENTS

HOURLY RATE	$ $65.00	
MINIMUM CHARGE	$ $95.00	
PRICES FOR BAIT (MOUSE SEED AND/OR TRAPS)	$ $1.00	Per Unit
PRICE FOR COVERED BAIT STATIONS	$ $25.00	Per Unit

Hourly rate shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the actual time spent on the job times the hourly rate. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

Pest Management

EASTERN CAMPUS

ITEM NO. 1

Exterminating and pest control services include both insects and rodents and shall be performed at a set time agreed to by the College and the Contractor. Service at the locations defined below will be provided every other week but the service requirement may increase or decrease as-needed as determined by the College. Bid price per visit shall include all necessary pesticides and traps to ensure the appropriate control of insects and rodents in these areas.

1. **CULINARY ARTS FACILITY** : Bakers workshop, baking lab, demonstration theater, culinary arts lab

BID PRICE PER SERVICE VISIT $ **$65.00**

2. **PECONIC BUILDING CAFETERIA**

BID PRICE PER SERVICE VISIT $ **$65.00**

ITEM NO. 2

The Contractor shall provide services including but not limited to ants, roaches, beetles, water bugs, spiders, gnats, mice, etc. on an as-needed basis to all other Campus buildings which include but is not limited to the following:

- Culinary Arts Facilities
- Peconic Building
- Shinnecock Building
- Orient Building
- Corchaug Building
- Montaukett Learning Resource Center (MLRC)
- Bus Stop, Loading Docks, Patio, etc

1. **TICKS**	**BID PRICE**
HOURLY RATE	$ **$65.00**
MINIMUM CHARGE	$ **$65.00**

Hourly rate shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the actual time spent on the job times the hourly rate. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

2. **TERMITES**	**BID PRICE**
PRICE PER LINEAR FOOT	$ **$3.00**
MINIMUM CHARGE	$ **$295.00**
EXTENDED WARRANTY 1 YR	$ **$125.00**
EXTENDED WARRANTY 5 YRs	$ **$500.00**

Pest Management

Price per linear foot shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the number of feet treated times the price per linear foot. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

3. INTERIOR OF BUILDING FOR INSECT PROBLEMS

PRICE PER LINEAR FOOT $ $2.50

MINIMUM CHARGE $ $59.00

Price per linear foot shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the number of feet treated times the price per linear foot. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

4. EXTERIOR OF BUILDING FOR INSECT PROBLEMS

PRICE PER LINEAR FOOT $ $2.50

MINIMUM CHARGE $ $59.00

Price per linear foot shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the number of feet treated times the price per linear foot. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

5. BEES, WASPS, HORNETS

HOURLY RATE $ $59.00

MINIMUM CHARGE $ $85.00

Hourly rate shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the actual time spent on the job times the hourly rate. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

6. RODENTS

HOURLY RATE $ $65.00

MINIMUM CHARGE $ $95.00

PRICES FOR BAIT (MOUSE SEED AND/OR TRAPS) $ $1.00 Per Unit

PRICE FOR COVERED BAIT STATIONS $ $25.00 Per Unit

Pest Management

Hourly rate shall include labor and all necessary materials for the satisfactory performance of the work. Compensation will be based on the actual time spent on the job times the hourly rate. If the total cost of the work is lower than the minimum charge, the Contractor will be compensated based on the minimum charge bid price.

End of Text for Exhibit E