

AMENDMENT NO. 6

WHEREAS, Suffolk County Community College ("College") and Barclay Water Management, Inc. ("Contractor") entered into an Agreement on October 30, 2017 wherein Contractor agreed to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings ("**Services**"), and

WHEREAS, the parties have previously executed Amendments Nos. 1 through 5 which, together, have extended the term of the Agreement to November 30, 2022; and

WHEREAS, the College desires to extend the term of the Agreement for an additional three (3) months upon the same terms, conditions and cost as the original Agreement and Amendments thereto.

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

- 1) The term of the Agreement shall be extended for three (3) months for the period beginning **December 1, 2022 through February 28, 2023**; and
- 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.

Barclay Water Management, Inc.
FID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Michael J. Bohan
Secretary/Treasurer

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

Date: 11/15/2022

Date: 11/17/22

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

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

Date: 11/16/2022

Date: 11.16.2022

AMENDMENT NO. 5

WHEREAS, Suffolk County Community College (“College”) and Barclay Water Management, Inc. (“Contractor”) entered into an Agreement on October 30, 2017 wherein Contractor agreed to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings (“Services”), and

WHEREAS, on December 21, 2018, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to November 30, 2019, and

WHEREAS, on April 29, 2019, the parties executed Amendment No. 2 to the Agreement which modified certain terms and conditions thereof, and

WHEREAS, on September 13, 2019, the parties executed Amendment No. 3 to the Agreement which extended the term thereof to November 30, 2020, and

WHEREAS, on October 7, 2020, the parties executed Amendment No. 4 to the Agreement which extended the term thereof to November 30, 2021, and

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

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

- 1) The term of the Agreement shall be extended for one (1) year for the period beginning **December 1, 2021 through November 30, 2022;**
- 2) **COVID-19 Safety Protocols**
Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

- 3) 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.

Barclay Water Management, Inc.
Fed. Tax ID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Michael J. Bohan
Secretary/Treasurer

By: Dr. Edward T. Bonahue
Dr. Edward T. Bonahue
President

Date: December 3, 2021

Date: 12/6/21

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

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

Date: 12/03/2021

Date: 12.06.2021

AMENDMENT NO. 4

WHEREAS, Suffolk County Community College ("College") and Barclay Water Management, Inc. ("Contractor") entered into an Agreement on October 30, 2017 wherein Contractor agreed to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings ("Services"), and

WHEREAS, on December 21, 2018, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to November 30, 2019, and

WHEREAS, on April 29, 2019, the parties executed Amendment No. 2 to the Agreement which modified certain terms and conditions thereof, and

WHEREAS, on September 13, 2019, the parties executed Amendment No. 3 to the Agreement which extended the term thereof to November 30, 2020, 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 Amendments thereto.

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 December 1, 2020 through November 30, 2021;
- 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.

Barclay Water Management, Inc.
Fed. Tax ID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Michael J. Bohan
Secretary/Treasurer

By: Louis J. Petrizzo
Louis J. Petrizzo
Interim President

Date: 10/6/20

Date: 10/07/2020

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

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

Date: 10/06/2020

Date: 10.06.2020

AMENDMENT NO. 3

WHEREAS, Suffolk County Community College ("College") and Barclay Water Management, Inc. ("Contractor") entered into an Agreement on October 30, 2017 wherein Contractor agreed to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings ("Services"); and

WHEREAS, on December 21, 2018, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to November 30, 2019, and

WHEREAS, the College desires to further extend the term of 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 term of the Agreement shall be extended for the period beginning **December 1, 2019 through November 30, 2020**; and
- 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.

Barclay Water Management, Inc.
FID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Michael J. Bohan
Secretary/Treasurer

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

Date: September 9, 2019

Date: 09/13/19

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

By: Sara E. Gorton
Sara E. Gorton
Associate Dean of Financial Affairs

Date: 9/10/19

Date: 9/10/19

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Barclay Water Management, Inc. ("Contractor") entered into an Agreement on October 30, 2017 wherein Contractor agreed to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings ("Services"), and

WHEREAS, on December 21, 2018, the parties executed Amendment No. 1 to the Agreement, which extended the term of the Agreement to November 30, 2019 and amended certain terms thereof; and

WHEREAS, the College desires to further amend the Agreement in order to accurately reflect the number of towers to be serviced under this Agreement and the corresponding costs associated therewith.

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

- 1) **Effective as of April 1, 2019, the applicable prices under the Agreement to service nine (9) towers shall be as reflected on ATTACHMENT 1-B, annexed hereto.**
- 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.

Barclay Water Management, Inc.
Fed. Tax ID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Michael J. Bohan
Secretary/Treasurer

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

Date: 4/25/19

Date: 04/29/19

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: Alicia S. O'Connor
Alicia S. O'Connor
College Deputy General Counsel

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

Date: 4/29/19

Date: 4/29/19

**ATTACHMENT 1-B
Specific Payment Terms and Conditions**

Contractor shall submit with its bid all appropriate documentation necessary to demonstrate that it meets the bid's minimum requirements – see Section II. Bid Requirements, Paragraph 9. Specifications, Subparagraph A. Minimum Qualifications. In addition, Contractor shall submit the name and contact information of its primary contact who shall be the contract liaison with the College.

Bid amounts for items A.1., A.2., B.1., B.2., B.3., B.4., B.5., and B.6., below shall include the cost of all labor, materials, equipment, and travel time. The College will not reimburse the Contractor for any additional costs beyond the amounts indicated in this Section III – Bid Prices.

Bidders shall multiply the “# of Months” by the “Rate” to calculate the Extended Bid Amount for Monthly Service for all three Campuses.

Bidders shall multiply the “# of Towers” by the “Rate” to calculate the Extended Bid Amount for Seasonal Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year.

The final Total Bid Price amount shall be the sum of the Extended Bid Amounts for A.1. Monthly Service for all three Campuses and Satellite Buildings, and A.2. Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year.

Upon verification of all calculations, award, if any, will be made to the low responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Total Bid Price amount. If the College determines that the bid prices submitted are unbalanced, the College reserves the right to deem the bidder non-responsive.

A. Basic Services

	# of Months	RATE	Extended Monthly Service Bid Amount
A.1. Monthly Service for all three Campuses	12	\$4,561.71/month	\$54,740.47
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	# of Towers	RATE	Extended Cleaning and Disinfection Service Bid Amount
A.2. Seasonal Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year	9	\$2,250.00	\$20,250.00
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		Total Bid Price Amount (Subtotals 1 + 2)	\$74,990.47
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B. Additional Services

B.1. Billable Hourly Rate for Technicians	\$	120.00/hour
B.2. Billable Hourly Rate for Training Services	\$	0.00/hour
B.3. Cost per additional Legionella test	\$	265.00/test
B.4. Cost per additional Routine Bacteriological Test	\$	50.00/test
B.5. Install Corrosion Coupon Rack Including Coupon	\$	1,500.00/unit
B.6. Cleaning and Disinfection of towers outside of seasonal spring services.	\$	2,400 per tower/Occurrence

End of Text for Exhibit E

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Barclay Water Management, Inc. ("Contractor") entered into an Agreement on October 30, 2017 wherein Contractor agreed to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings ("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 from **December 1, 2018 through November 30, 2019**;
- 2) **In addition, effective as of December 1, 2018, the applicable prices under the Agreement shall be increased as reflected on ATTACHMENT 1-A, annexed hereto.**
- 3) 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.

Barclay Water Management, Inc.
Fed. Tax ID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Michael J. Bohan
Secretary/Treasurer

By: Dr. Shaun L. McKay
Dr. Shaun L. McKay
President

Date: 12/11/18

Date: 12/21/18

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

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

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

Date: 12/13/18

Date: 12/13/18

**ATTACHMENT 1-A
Specific Payment Terms and Conditions**

Contractor shall submit with its bid all appropriate documentation necessary to demonstrate that it meets the bid’s minimum requirements – see Section II. Bid Requirements, Paragraph 9. Specifications, Subparagraph A. Minimum Qualifications. In addition, Contractor shall submit the name and contact information of its primary contact who shall be the contract liaison with the College.

Bid amounts for items A.1., A.2., B.1., B.2., B.3., B.4., B.5., and B.6., below shall include the cost of all labor, materials, equipment, and travel time. The College will not reimburse the Contractor for any additional costs beyond the amounts indicated in this Section III – Bid Prices.

Bidders shall multiply the “# of Months” by the “Rate” to calculate the Extended Bid Amount for Monthly Service for all three Campuses.

Bidders shall multiply the “# of Towers” by the “Rate” to calculate the Extended Bid Amount for Seasonal Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year.

The final Total Bid Price amount shall be the sum of the Extended Bid Amounts for A.1. Monthly Service for all three Campuses and Satellite Buildings, and A.2. Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year.

Upon verification of all calculations, award, if any, will be made to the low responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Total Bid Price amount. If the College determines that the bid prices submitted are unbalanced, the College reserves the right to deem the bidder non-responsive.

A. Basic Services

	# of Months	RATE	Extended Monthly Service Bid Amount
A.1. Monthly Service for all three Campuses	12	\$4,561.71/month	\$54,740.47
<hr/>			
	# of Towers	RATE	Extended Cleaning and Disinfection Service Bid Amount
A.2. Seasonal Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year	8	\$2,250	\$18,000.00
<hr/>			
Total Bid Price Amount (Subtotals 1 + 2)			\$72,740.47
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Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

B. Additional Services

B.1. Billable Hourly Rate for Technicians	\$ <u>120.00/hour</u>
B.2. Billable Hourly Rate for Training Services	\$ <u>0.00/hour</u>
B.3. Cost per additional Legionella test	\$ <u>265.00/test</u>
B.4. Cost per additional Routine Bacteriological Test	\$ <u>50.00/test</u>
B.5. Install Corrosion Coupon Rack Including Coupon	\$ <u>1,500.00/unit</u>
B.6. Cleaning and Disinfection of towers outside of seasonal spring services.	<u>\$2,400 per tower/Occurrence</u>

End of Text for Exhibit E

AGREEMENT

This Agreement ("Agreement") is between Suffolk County Community College ("College"), having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the County of Suffolk ("County"), a municipal corporation of the State of New York, and

Barclay Water Management, Inc. ("Contractor"), a Massachusetts corporation having its principal place of business at 55 Chapel Street, Newton, Massachusetts 02458, (617) 926-3400.

The parties hereto desire Contractor to provide boiler, chilled water, and cooling tower maintenance treatment chemicals and repair services suitable for controlling scale buildup and corrosion in various heating and cooling systems of the College buildings, in accordance with the bid terms, conditions and specifications, as more fully described in Exhibit D, annexed hereto ("Services").

Term of Agreement: December 1, 2017 through November 30, 2018, 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, annexed.

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

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

Barclay Water Management, Inc.
Fed. Tax ID # 04-2558176

Suffolk County Community College

By: Michael J. Bohan
Secretary/Treasurer

By: Dr. Shaun L. McKay
President

Date: 10/18/17

Date: 10/30/17

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

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

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

Date: 10/20/17

Date: OCT 23 2017

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. College's Non-Discrimination Notice
11. Nonsectarian Declaration
12. Governing Law
13. No Implied Waiver
14. Conflicts of Interest
15. Cooperation on Claims
16. Confidentiality
17. Assignment and Subcontracting
18. No Intended Third Party Beneficiaries
19. Certification as to Relationships
20. Publications and Publicity
21. 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 August 3, 2017; and

Whereas, Contractor submitted a proposal in response to such bid on August 17, 2017; and

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

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

1. Contractor Responsibilities

a. Services

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

b. Qualifications and Licenses

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

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. 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:

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

- 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. **The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in 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. College's Non-Discrimination Notice

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

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

Civil Rights Compliance Officers

Christina Vargas

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

or

Dionne Walker-Belgrave

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

11. Nonsectarian Declaration

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

12. Governing Law

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

13. No Implied Waiver

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

14. Conflicts of Interest

- a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or 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.

15. Cooperation on Claims

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

16. Confidentiality

Any records, reports or other documents of the College and/or 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.

17. Assignment and Subcontracting

- a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

- 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.

18. No Intended Third Party Beneficiaries

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

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or 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.

20. Publications and Publicity

- a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

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

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

21. Copyrights and Patents

a. Copyrights

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College 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

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

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/Executive V.P.
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/Executive V.P.
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

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

For Contractor:

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

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D
Description of Services

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 (NYS DOS 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. (r) 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.
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

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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.
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.

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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.
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.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

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.
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.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

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 \$1,500.00 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.
34. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
35. **Extension of Use:** This Contract may be extended to additional States or Government Jurisdictions upon mutual written agreement between the College and the Vendor. Political Subdivisions and other authorized entities within each participating State or Government Jurisdictions may also participate in this Contract if authorized by applicable law. The College reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Vendor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law to participate in this Contract which are in compliance with the pricing, terms, and conditions contained herein. Any unilateral limitations or restrictions imposed by the Vendor and/or Manufacturer on eligible Authorized Users will be grounds for cancellation of the Contract. If a Contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Vendor.

End of Section I

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

SECTION II
BID REQUIREMENTS

1. Intent:

Suffolk County Community College (College) is seeking a qualified Contractor to provide boiler and cooling tower treatment chemicals and services suitable for controlling scale build up and corrosion in various heating and cooling systems of the College buildings. The Contractor will be providing the chemicals and services for the College's three campuses.

2. Award:

Award, if any, will be made to the lowest responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Total Bid Price Amount under Section A Basic Services reflected in Section III – Bid Prices (page 21). If the College determines that the bid prices submitted in Sections A and B of Section III – Bid Prices are unbalanced, the College reserves the right to deem the bidder non-responsive. The award will be in the form of a contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

3. Term of Agreement:

Period covered shall be for one (1) year from the date of an award with four (4) one (1) 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 requested with backup documentation to the Office of Procurement. 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. Payment Terms:

For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to Suffolk County Community College, Accounts Payable Department attention Salvatore Arnold (NFL Building, 533 College Road, Selden, NY 11784). Payment will be made within thirty (30) days after approval by the College. Invoice must reference the order number and be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and prices. Cash discount terms, where applicable, must be indicated on the invoice. By submitting an invoice, Contractor certifies that all items or services were delivered or rendered as set forth on the invoice; that the prices charged are in accordance with the referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County/College is exempt are included. Incomplete invoices will be returned to the Contractor unpaid.

6. 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,

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

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.

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

8. E-Procurement:

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

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

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

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

9. Specifications:

A. MINIMUM QUALIFICATIONS

- Contractor must have been in the water treatment business under the same name for a minimum of 5 years.
- Contractor must own and operate or contract with a laboratory that is equipped to analyze bulk water and water formed deposit samples in accordance with "Standard Methods for the Examination of Water and Waste Water". Any Laboratory used for Legionella culture analysis must be approved to perform such analysis by the NYS Environmental Laboratory Approval Program (ELAP). Contractor shall provide documentation that demonstrates the approval.
- The field service representative assigned to service the College must have a minimum of 5 years of proven work experience in water treatment service and be a certified pesticide applicator for cooling towers, category G for New York State. Contractor must provide a copy of this certification with the bid submission.
- Contractor must employ back up personnel that hold a minimum of a bachelor's degree in chemistry or equivalent training.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

B. BASIC SERVICES UNDER THIS CONTRACT

The water treatment Contractor will make prescheduled visits at intervals not to exceed 30 days to each campus, and provide testing and product application to each system indicated herein. The Contractor shall coordinate with the Facilities Support Office to establish the dates and times of the visits. During the monthly site visits, the Contractor shall:

- Delivery and application of all required products (leaving no empty containers on site).
- Testing of the systems.
- Making necessary adjustments to ensure levels of protection are maintained.
- Maintain the feed and control equipment as needed, to ensure proper system operation.
- Provide one water test kit with reagents for each campus.
- Provide and analyze corrosion coupons in systems where coupon holders are installed.
- Make available a service representative for emergency service on a 24 hour basis.
- Generation of service reports documenting all activities
- Provide a written report to the Campus Director of Plant Operations at each routine visit and within 24 hours submit via e-mail a computer generated service report.
- Check and note in the service report chemical inventories and order products as necessary to maintain minimum inventory levels.
- Review the entries in the operating engineers testing log since previous visit.
- Inspect chemical feed station and document observations and adverse conditions in the service report.
- Check the chemical feed equipment and monitoring equipment for proper calibration. Calibrate the sensors whenever the sensor reading deviates from the calibrated test meter result by 5%.
- During the cooling season, inspect the cooling tower basins noting water surface for foam, water turbidity, algae and basin deposits. Minimum frequency shall be once per month.
- Testing and maintenance of equipment out of service due to seasonal events, as described below.
- Discuss and document any operating or water related issues that impact upon results with the operating engineers.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

a) Chemicals to be Used

- i. Chilled Water and Hot water closed loop systems
 - Corrosion inhibitor/dispersant nitrile chemistry designed for closed loop re-circulating systems
- ii. Condenser Water
 - Molybdate Polymer corrosion inhibitor/dispersant liquid for Cooling Towers
 - Organo-Sulfur alternating biocide for cooling towers
 - Glutaraldehyde biocide for cooling towers
- iii. Low Pressure Boilers
 - Phosphonate/polymer liquid corrosion inhibitor designed for low pressure boilers
- iv. High Pressure Boilers (East Campus only)
 - Custom blended multi-functional product designed for high pressure boilers

b) Testing

Test results for all open condenser systems and make up water will be for pH, conductivity, chlorides (as ppm NaCl), molybdenum (as Na₂MoO₄), steel and copper corrosion and scale inhibitors. Test results for all closed re-circulating systems will be for pH, conductivity and nitrite (as NaNO₂ ppm). Closed systems shall be routinely tested on a monthly basis unless system is out of control limits. Chemical control limits, ranges and Performance Objectives indicated in this specification, as applicable to each system and whether a parameter is in or out of control. Adjustments made or recommended by the supplier to chemical feed rates shall be noted on service report.

c) Equipment Lay-Up

For any system that is out of service for five days or longer due to seasonal lay-up events, the Contractor shall add or recommend sufficient chemicals to provide corrosion, biological and fouling control for the duration of the lay-up period. The Contractor shall test any system in lay-up mode for pH, conductivity and corrosion inhibitors immediately after lay-up treatment and at least once during the lay-up period. The results of the lay-up testing shall be noted in the service report.

d) Lab Reports

The results of the laboratory analysis with an explanation of any out of conformance conditions.

i. Bacteriological Testing using Biological Dip Slides

- Open Condenser Water Systems
- Total Heterotrophic Planktonic Bacteria Less than 10,000
- Colony forming units per mL (CFU/mL)
- Sulfate Reducing Bacteria, Planktonic none
- Closed Re-circulating Water Systems
- Total Heterotrophic Planktonic Bacteria Less than 1,000
- Colony forming units per mL (CFU/mL)
- Sulfate Reducing Bacteria, Planktonic none

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

ii. Chemical Products and Parameters

- Open Condenser Water Systems
- The open systems serve critical applications throughout the facility. Alternate proposals for corrosion inhibitors, scale inhibitors and dispersants will not be accepted. Please adhere to desired corrosion and deposit control program.
- Provide a concentrated liquid corrosion-scale/fouling-inhibiting formulation containing molybdate, azole, zinc, polymer and phosphonate without other materials in excess of allowable, local, effluent limits. Feed shall be automatic and maintained within these control ranges.
- Molybdenum, control limits shall be 1 to 3 ppm as Na₂MoO₄
- Azole, minimum 2ppm as ITA Stabilized Zinc, 1 ppm to 3ppm as Zn
- Organic Phosphorus, 5ppm to 10 ppm as P₀₄
- Polymer, minimum of 10 ppm
- Maintain system pH in the range of 8.0 to 9.5. At all condenser water systems, maintain system pH within a safe range to optimize corrosion control and to minimize the potential for scale and deposit formation. The inhibitor product shall contain dispersants to control fouling and suspended matter.

e) Basic services to be performed on Cooling Towers:

Cooling tower inspection, disinfection, cleaning, testing and reporting shall be performed in accordance with the requirements mandated by the NYS Department of Health as described in the link below.

http://www.health.ny.gov/regulations/recently_adopted/docs/protection_against_legionella.pdf

The contractor is required to perform the following services on all cooling towers.

- i. The cost of providing the following basic services on the cooling towers shall be included in the monthly service rate.
 - Inspection prior to startup and at intervals not to exceed 90 days.
 - Routine Bacteriological Testing shall be performed at intervals not exceeding 30 days.
 - Legionella sampling and testing within 2 weeks of startup and thereafter at intervals not exceeding 90 days.
 - Provide an annual re-certification letter by November first of each year.
- ii. Seasonal cleaning and startup: all cooling towers shall be cleaned and disinfected prior to seasonal start up in the Spring of every year.
- iii. Contractor shall conduct the cooling tower tests and prepare reports in accordance with the following:

- Routine Bacteriological Test Reports

Contractor shall, at thirty (30) day intervals, collect test samples from all cooling towers, send them for analysis, and submit to the College, one report containing the results of the routine bacteriological test for the samples collected from all cooling towers. The report shall clearly identify the Colony Forming Units (CFU) per mL.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

• **Legionella Testing Reports**

Contractor shall collect legionella test samples from all cooling towers two (2) weeks following tower start-up, and send them for analysis. Thereafter, Contractor shall, at ninety (90) day intervals, collect legionella test samples, send them for analysis, and submit one report containing the results of the two-week and ninety day legionella tests for the samples collected from all cooling towers. The Contractor shall clearly identify the Colony Forming Units (CFU) per mL.

• **Monthly Inspection Reports**

Contractor shall submit one report containing the inspection findings for all cooling towers at intervals not exceeding 30 days. Reports shall be submitted to the Facilities Support Office.

• **Annual Recertification Reports**

Contractor shall submit one annual recertification report for all towers before November 1 of each year in coordination with the Facilities Support Office.

• **Each report shall include, but not be limited to the following information:**

- Evaluation of cooling tower and associated equipment for the presence of organic material, biofilm, algae, debris and other visible contaminants
- General condition of the cooling tower basin, remote sump, packing material, and drift eliminators
- Water make-up connections and controls, including backflow protection and/or airgaps as needed
- Proper functioning of the conductivity control
- Proper functioning of all water treatment equipment, including but not limited to pumps, valves and strain gauges

iv. **Cycles of Concentration**

The Contractor shall maintain the systems at the control limit of 8-10 for cycles of concentration by means of the automatic conductivity controller. The Contractor shall adjust the control limit for cycles as necessary to maintain a non-scaling while concurrently maintaining inhibitor and dispersant residuals within their respective control ranges. In order to justify the recommended cycles of concentration, the Contractor must provide an analysis of the open condenser make up water and must take into account the variations in water quality. Both water conservation and performance must be taken into consideration.

v. **Condenser Water Disinfection, Inspection, Testing, Cleaning**

The Contractor shall provide sufficient oxidizing biocide, bio-dispersant and corrosion inhibitor to each open condenser water system to conduct two cooling tower disinfections annually based on the following protocol: Bio-dispersant shall be slug fed and circulated for a minimum of two hours followed by sufficient chlorine bleach to attain 10ppm free chlorine residual as Cl₂ for six hours. The system(s) shall be drained or diluted to less than 1 ppm free chlorine as Cl₂ and recharged with corrosion inhibitor to twice the routine level. Supplemental azole shall be added immediately following the cleaning to achieve azole level of no less than 0 ppm as TT A. Provide sufficient anti-foam agent to control foaming in the cooling tower(s) for the entire procedure.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

vi. Micro Biodes

Provide sufficient liquid product to control bacterial growth as indicated. The program will consist of an oxidizing and non-oxidizing biocide program as specified below. Please adhere to the desired biocide bacteria control program. Provide a liquid stabilized bromine formulation. Feed three times weekly at a level of 90ppm as product for six hours to achieve 1 ppm free halogen residual at the end of application period.

Provide a liquid 45% glutaraldehyde formulation. Feed one time weekly at a level of 120ppm as product.

Provide the minimum/maximum levels in PPM, active ingredients, container size, material, type and recommended dosage schedule for the Biocide Program.

vii. Cooling Towers Details

All cooling towers are operated seasonally. Details of the cooling towers are provided below.

- East Campus

East Campus Central Energy Plant 121 Speonk Riverhead Road, Riverhead N.Y. 11901

Tower Number	Manufacturer	Model	Serial #	Capacity	Basin Capacity	Type of Disinfection
7C East Cell 1	Baltimore Air Coil	VT-680-POR	96100494	400 tons	No Basin	Timed Injection
7C East cell 2	Baltimore Air Coil	VT-680-POR	96100495	400 tons	No Basin	Timed Injection

- Grant Campus

1001 Crooked Hill road, Brentwood, NY 11717

Tower Number	Manufacturer	Model	Serial #	Capacity	Basin Capacity	Type of Disinfection
Sagtikos Building 6C	Marley	NC8430KLN	10020599-A2-NC8403-GF-10	400 tons	1077 gallons	Timed Injection
HS&E Building 5C	Baltimore Air Coil	1-33400-2	971987	800 tons	930 gallons	Timed Injection
Learning and Resource Center	Marley	MD500KCCLCAF	MD101120295-A2	250 tons	900 gallons	Timed Injection

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

• **Ammerman Campus**

533 College Road, Selden, NY 11784

Tower Number	Manufacturer	Model	Serial #	Capacity	Basin Capacity	Type of Disinfection
Smithtown Science Building 4C	Baltimore Air Coil	3272A	U038273703	120 tons	1236 gallons	Timed Injection
Islip Arts Building 3C	Marley	CW-8109	CW-8109 04-A1 MCW90 173NAA1G/06	250 tons	765 gallons	Timed Injection
Huntington Library 2C	Marley	NC8302FL7GG05	2520866-A1	280 tons	432 gallons	Timed Injection
Riverhead Building	Marley	ND500GPAFILCAF	MD1009646	200 ton	379 gallons	Timed Injection

f) **O&M MANUAL**

The Contractor shall provide a manual outlining the control parameters, test instructions, Product Data Sheets and Material Safety Data Sheets on each product with emergency protocols for chemical spills injuries. Log sheets to enter data must be provided and maintained along with training for the plant personnel in properly running tests and keeping records.

g) **CLOSED RE-CIRCULATING SYSTEMS (NON-GLYCOL)**

For Hot Water and Chilled Water closed re-circulating systems, provide a sodium nitrite based, concentrated liquid inhibitor suitable for make-up quality and make-up rate which will not cause or enhance bacteria/corrosion problems or mechanical seal failure due to excessive total dissolved solids. Maintain these control ranges: Nitrite -600ppm to 800ppm as NaNO2 Azole -minimum 10ppm as TT A pH -8.5 to 10.5

h) **CLOSED RE-CIRCULATING SYSTEMS (GLYCOL)**

Glycol systems will be monitored quarterly by the Contractor. On site testing will consist of but not be limited to pH, conductivity and glycol percentage and freeze protection using Glycol Refract Meter.

C. **REPORTS**

In addition to the monthly reports required after each routine visit, a quarterly report outlining how the treatment is working for each building is required. A listing of any deficiencies and recommendations to correct the deficiency is required to be submitted to each campus Facilities Director. The cost of preparing the required reports and the submission to the College shall be included in the Monthly Service Rate.

D. **COMPREHENSIVE QUARTERLY REVIEWS**

The Contractor shall conduct a comprehensive review of the water treatment program on a quarterly basis. A laboratory analysis of each system consisting of the same chemical and microbiological parameters tested during routine service visits shall be performed by the Contractor. The quarterly review shall be in writing and must address the following: A statement of action items completed by the Contractor during the period

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

and recommendations for action items to be performed by Contractor during next period. Typical inclusions would be recommendations for filtration, training, equipment lay-up, water savings and operational considerations. A summary of Service Report data for each measured parameter, including a comparison to historical data in graphical format. The cost of preparing the required reports and the submission to the College shall be included in the Monthly Service Rate.

E. SYSTEMS TREATED

a) Eastern Campus:

i. Central Energy Plant heating

- The East Campus has a Central energy Plant that feeds a high temperature hot water loop which provides heat to heat exchangers at four buildings, at each building the heat exchangers heat a building wide closed hot water loop. Within the Central energy Plant are two high temp hot water boilers with a capacity of 12,500,000 BTUH each, the total campus load rarely exceeds 7,000,000 BTUH, the high temp water flow rate is approximately 320 gpm. Chemical is added via a mixing tank.

ii. Central Energy Plant cooling

- The plant contains two chillers of approximately 400 tons each, condenser water is cooled by a BAC cooling tower. Chilled water is supplied to five buildings from the Central Energy Plant.

iii. Buildings

- The Shinnecock, Peconic, Orient and Montaukett and Corchaug buildings have hot water heating loops with chemical by-pass feeders for chemical injection.

b) Michael J. Grant Campus:

i. Sagtikos Building

- Cooling – two new 200 ton chillers with a new Marley cooling tower, condenser water chemical is fed via timers, chilled water is fed via bypass feeder.
- Heating – two separate loops, perimeter heat and re-heat coil loop, each fed via by-pass feeders.

ii. Captree Commons Hot water loop fed via hose bib.

iii. Caumsett Building

- Cooling -Air cooled condenser, chilled water loop is propylene glycol. Heating -two hot water loops fed via hose bibs.

iv. Nesconsett Building

- Hot water loop, chemical fed via by-pass feeder

v. H, S, & E Building

- Cooling – two 375 ton chillers and a BAC cooling tower chemically fed via Advantage Controller.
- Chilled water loop fed via by-pass feeder.
- Heating chemical added via a by-pass feeder. The heating loop has Glycol.

vi. Workforce Building

- Heating – hot water loop fed via by-pass feeder.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

vii. Learning and Resource Center

- Cooling – Chilled water loop with two 100 ton chillers and a 250 ton 2-cell tower.
- Heating – Hot water heating loop with three 1 million BTU/hour boilers.

c) **Ammerman Campus:**

i. William J Lindsey Life Science Building

- Two 3 million BTU/h condensing boilers

ii. Babylon Student Center

- Two Steam Boilers and a hot water heating loop with a bypass feeder.

iii. Southampton Building

- Heating – hot water loop with by-pass feeder
- Cooling – Air cooled chiller approximately 50 tons capacity

iv. NFL Building

- Hot water loop with chemical by-pass feeder.

v. Smithtown Building

- Cooling -200 ton chiller with BAC tower with Advantage Controller for condenser water chemical injection, chilled water chemical is fed via hose bib.
- Heating -Hot water loop with by-pass feeder.

vi. Huntington Library

- Heating – two 150 hp steam boilers with pump and tank for chemical injection into condensate tank and a closed hot water loop with by-pass feeder.
- Cooling -One 280 ton chiller with Marley cooling tower, and an advantage controller. Chilled water loop treated via by-pass feeder.
- A chilled water loop for the basement that is fed from a roof top air cooled chiller has glycol.

vii. Riverhead Building

- Heating – Hot water system with chemical by-pass feeder
- Cooling – two 80 ton chillers with cooling tower
- Chilled water loop chemical added via a bypass feeder

viii. Ammerman Building

- Dual temperature system treated via hose bibs for chemical injection

ix. Islip Building

Heating -Steam boilers chemical feed into make-up water tank. Cooling -240 ton chiller and Marley cooling tower. Condenser water chemical is fed via a controller. Chilled water chemical is fed via a bypass feeder.

x. Brookhaven Gym

- Heating – four 1,939MBH steam boilers (only two are required to meet the full building load), chemical is fed via hose bib and a perimeter hot water loop is treated via hose bib.

Maintenance Building Hot water loop treated via hose bib

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

xi. Sewage Treatment

- Hot water loop treated via hose bib.

F. SIZE OF BUILDINGS

a) Eastern Campus:

<u>Building</u>	<u>Size in Square Feet</u>
Orient	33,442
Peconic	42,661
Central Energy Plant	15,468
Montaukett	40,000
Shinnecock	35,595

b) Ammerman Campus:

<u>Building</u>	<u>Size in Square Feet</u>
Southampton	70,944
Kreiling	23,607
Riverhead	117,762
Smithtown	60,529
Islip	98,077
Huntington	82,927
Babylon	75,103
Ammerman	30,858
Maintenance	33,517
Sewer Treatment	1,150

c) Michael J. Grant Campus:

<u>Building</u>	<u>Size in Square Feet</u>
Nesconsett	17,584
Paumanok	21,299
Sagtikos	109,876
Caumsett	40,824
Captree	29,964
HS&EC	277,626
LRC	68,000

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

G. ADDITIONAL SERVICES

The Contractor is to provide an hourly billable rate for technicians to provide services not specifically described in these specifications but related to the overall scope of services. It may include but is not limited to, unexpected equipment lay-up, repair or replacement of chemical feed and control equipment as well as disinfection of a cooling tower beyond the disinfection start-up. In the event the College requests additional services, the Contractor will be paid the hourly rate plus the Contractor's cost of materials with a 10% markup. Invoices from suppliers supporting the cost of materials must be submitted with the Contractor's payment requests.

Many systems currently do not have corrosion coupon racks. If the College requires the Contractor to install a coupon rack, said installation shall be completed in accordance with the attached sketch. Contractor will be compensated for this work based on the bid amount for the installation of corrosion coupon rack on a per unit basis. Bid amount shall include the cost of all labor, materials, and equipment. The College will not reimburse the Contractor for any additional costs beyond the amount bid for this line item.

Additional legionella sampling and testing beyond those required at start-up and at 90 day intervals will be considered an additional service and reimbursed in accordance with the Bid Price for Legionella Test in Section III. Bid Prices, Additional Services, Cost per additional Legionella Test. Bid amount shall include the cost of all labor, materials, and equipment. The College will not reimburse the Contractor for any additional costs beyond the amount bid for this line item.

Additional RBT sampling and testing beyond those required at 30 day intervals will be considered an additional service and reimbursed in accordance with the Bid Price for Routine Bacteriological Test in Section III. Bid Prices, Additional Services, Cost per additional Routine Bacteriological Test. Bid amount shall include the cost of all labor, materials, and equipment. The College will not reimburse the Contractor for any additional costs beyond the amount bid for this line item.

Contractor shall be reimbursed for any additional materials and chemicals beyond those required under the Basic Services at the Contractor's cost plus a 10% mark up. Contractor shall provide invoices from suppliers to support the cost of materials and chemicals.

Training of Plant Operations Staff in water treatment chemistry, testing and operation of chemical feed and control equipment, legionella and material safety data sheet awareness. A minimum of one training session per campus per year is required. Contractor shall be reimbursed based on the billable hourly rate for Training Services in Section III. Bid Prices, Additional Services, Billable Hourly Rate for Training Services. Bid amount shall include the cost of all labor, materials, and equipment. The College will not reimburse the Contractor for any additional costs beyond the amount bid for this line item.

For any system that is unexpectedly out of service for five days or longer for other than seasonal lay-up events, the Contractor shall clean and disinfect the system and add sufficient chemicals before the system is brought back in service. Contractor shall be compensated for this work in accordance with the bid price in Section III. Bid Prices, Additional Services, Cleaning and Disinfection prior to start-up of tower that has been unexpectedly out of service for five days or longer, or in the event a testing yields results that require an additional cleaning, separate from the seasonal cleaning. Bid amount shall include the cost of all labor, materials, and equipment. The College will not reimburse the Contractor for any additional costs beyond the amount bid for this line item.

When performing work outside of the regular service, the Contractor shall be required to submit a budget cost estimate before any work is started. Budget estimates shall be provided by the Contractor at no cost to the College.

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

H. OTHER TERMS AND CONDITIONS

Sub-contracting is permitted only with the prior approval of Suffolk County Community College. Sub-contractors invoices may be marked up by 10%.

As applicable to the work, Contractor shall pay its employees, at a minimum, the prevailing wage rate as defined in Section 220 of the NYS Labor Law, valid at the time the work is performed. Certified payrolls shall be submitted with the invoice.

No travel time will be paid to the Contractor. When performing work on an hourly basis, payments will be made only for time on the job. Invoices must be accompanied by daily service tickets for work completed at any College location, which shall specify time of arrival, work completed, materials used, and time of departure for each employee. Daily service tickets must be signed by and authorized representative of the College and a copy of the signed ticket must be left with the signer, and this shall be the basis for payment. Service tickets not submitted in a timely fashion will result in payments being held up.

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

10. Site Visit:

Site Visits have not be scheduled at this time.

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by the College. 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 1, annexed hereto.

ATTACHMENT 1
Specific Payment Terms and Conditions

Contractor shall submit with its bid all appropriate documentation necessary to demonstrate that it meets the bid’s minimum requirements – see Section II. Bid Requirements, Paragraph 9. Specifications, Subparagraph A. Minimum Qualifications. In addition, Contractor shall submit the name and contact information of its primary contact who shall be the contract liaison with the College.

Bid amounts for items A.1., A.2., B.1., B.2., B.3., B.4., B.5., and B.6., below shall include the cost of all labor, materials, equipment, and travel time. The College will not reimburse the Contractor for any additional costs beyond the amounts indicated in this Section III – Bid Prices.

Bidders shall multiply the “# of Months” by the “Rate” to calculate the Extended Bid Amount for Monthly Service for all three Campuses.

Bidders shall multiply the “# of Towers” by the “Rate” to calculate the Extended Bid Amount for Seasonal Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year.

The final Total Bid Price amount shall be the sum of the Extended Bid Amounts for A.1. Monthly Service for all three Campuses and Satellite Buildings, and A.2. Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year.

Upon verification of all calculations, award, if any, will be made to the low responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Total Bid Price amount. If the College determines that the bid prices submitted are unbalanced, the College reserves the right to deem the bidder non-responsive.

A. Basic Services

	# of Months	RATE	Extended Monthly Service Bid Amount
A.1. Monthly Service for all three Campuses	12	\$4,344.50/month	\$ 52,134.00
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	# of Towers	RATE	Extended Cleaning and Disinfection Service Bid Amount
A.2. Seasonal Cleaning and Disinfection Prior to Start-Up in the Spring of Every Year	8	\$ 2,250.00	\$ 18,000.00
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Total Bid Price Amount			\$ 70,134.00
(Subtotals 1 + 2)			<hr/>

Boiler, Chilled Water, and Cooling Tower Treatment Chemicals and Services

B. Additional Services

B.1. Billable Hourly Rate for Technicians	<u>\$ 120.00</u>	<u>/hour</u>
B.2. Billable Hourly Rate for Training Services	<u>\$ 0.00</u>	<u>/hour</u>
B.3. Cost per additional Legionella test	<u>\$ 265.00</u>	<u>/test</u>
B.4. Cost per additional Routine Bacteriological Test	<u>\$ 50.00</u>	<u>/test</u>
B.5. Install Corrosion Coupon Rack Including Coupon	<u>\$ 1,500.00</u>	<u>/unit</u>
B.6. Cleaning and Disinfection of towers outside of seasonal spring services.	<u>\$ 2,400.00 per tower</u>	<u>/Occurrence</u>

End of Text for Exhibit E