

AMENDMENT NO. 3

WHEREAS, on February 13, 2020 **Suffolk County Community College ("College")** and **Rent-A-PC, Inc. d/b/a SmartSource Computer & Audio Visual Rentals ("Consultant")** entered into an Agreement wherein Consultant agreed to provide the College with rental of audio and video equipment for use at its major events, as well as labor and support for the set-up and operation of the rented equipment; and assist in the set up, and support the operation of non-College events held at the Field House, located in the Suffolk Federal Credit Union Arena on the Michael J. Grant Campus; and

WHEREAS, the term of the Agreement was from **January 1, 2020 to December 31, 2020**; and

WHEREAS, on February 1, 2021 the parties executed Amendment No. 1 to the Agreement, extending the term thereof to December 31, 2021; and on June 3, 2022 the parties executed Amendment No. 2 to the Agreement, extending the term thereof to **December 31, 2022** (the Agreement and all Amendments are herein collectively referred to as the "**Original Agreement**"); and

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

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

- 1) The term of the Original Agreement shall be extended by an additional six (6) month period **through June 30, 2023**; and
- 2) **Effective January 1, 2023**, the Specific Payment Terms specified in Exhibit E, Attachment 1 of the Original Agreement, shall be amended, as per Attachment 1 enclosed herein. The Payment Terms specified in this Attachment 1 shall be in effect for the duration of this Amended Agreement, and shall supersede and replace Exhibit E, Attachment 1 of the Original Agreement.
- 3) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

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

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

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

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

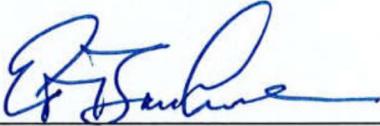
4) All other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect for the term of the Amended Agreement.

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

**Rent-A-PC, Inc. d/b/a
SmartSource Computer & Audio Visual Rentals**
FID # 11-2700962
Tel.: (718) 568-0970

Suffolk County Community College

AnnMarie Russell
By: AnnMarie Russell (May 12, 2023 13:38 EDT)
AnnMarie Russell
VP, Finance


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

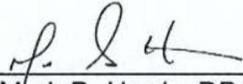
Date: May 12, 2023

Date: 5/16/23

**Approved as to Legality:
Suffolk County Community College**

**Approved:
Suffolk County Community College**

Alla Brodsky
By: Alla Brodsky, Esq.
College Deputy General Counsel


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

Date: 5.12.2023

Date: 05.15.2023

COST FOR EQUIPMENT RENTAL

	Item Description		
Item No.	EQUIPMENT	Daily Rate	Notes
1	10.5 x 14' Fast Fold Screen – Rear	\$425.00	Good up to 4 days
2	Dress Kit 10.5 x 14 - Black	\$425.00	Good up to 4 days
3	Projector Stand Cart	\$45.00	
4	High Cart for Rear Screen Projector REQ 220V	\$50.00	
5	22" LCD Monitor Preview Monitor	\$25.00	
6	I=MAG, PPT and DVD	\$0.00	
7	32" LCD Monitor (1024 x 768)	\$197.00	
8	Guitar Stand/ - Confidence	\$20.00	
9	Mon use behind POD for Guest on state	\$197.00	
10	Same Feed from Switcher	\$0.00	
11	Set on Podium	\$0.00	
12	22" LCD Monitor	\$25.00	
13	Stand 22" - Confidence Mon	\$45.00	
14	SDI/HDMI+Distro Amp 1 x 6	\$50.00	
15	Cat Skew-Free Cable 500'	\$105.00	
16	Cat 5 Rx PC+A/V+A REQ TX+CBL's	\$0.00	
17	Cat 5 Tx HD15 only REQ RX+CBL	\$0.00	
18	Video Cable Run to Podium	\$30.00	
19	Tripod with Stand - Spider Pod	\$255.00	
20	Mic Snake on Reel 24 x 8 - 250'	\$260.00	
21	Mic Snake on Reel 12 x 4 - 150'	\$95.00	
22	All Cables hung overhead	\$0.00	
23	Lens Zoom F/1.8 - 2.4	\$330.00	Good up to 4 Days
24	42" LCD Monitor (1366 x 708)	\$255.00	
25	Stand F/Plasma - Confidence	\$20.00	
26	L Acoustic V-Dos Speakers	\$115.00	
27	JBL VRX932LA Speakers	\$115.00	
28	Speaker Flying Hardware	\$50.00	
29	Line Array SRX712M Speaker and Stand	\$25.00	
30	Podium	\$250.00	Good up to 4 days
31	16 input stereo audio mixer	\$55.00	
32	DI Box 1/4" to XLR - IMP2	\$45.00	Good up to 4 days
33	Graphic EQ Mono 1/3 8va	\$60.00	
34	Gooseneck Microphone	\$20.00	
35	Wireless Microphone	\$100.00	
36	Lapel Microphone	\$100.00	
37	Condenser Mic with boom stand	\$40.00	
38	Microphone stand	\$20.00	
39	Truss Stick for Audio and Lighting	\$60/per stick	
40	Chain Motor	\$137.00	
41	12 Channel Control Console	\$55.00	
42	Dimmer Pack	\$35.75	
43	36 Degree Source Lights	\$35.00	
44	Genie Towes	\$599.00	Price is good up to 4 days.
45	10' full Run of Black Velour Drape (includes hardware)	\$185.00	Good for up to 2 days
46	7'11"X14' FastFold w/ Dress Kit AV Stump	\$986.00	Good up to 4 days
47	9'X16' FastFold w/ Dress Kit AV Stumpfl	\$978.00	Good up to 4 days

	Item Description		
Item No.	EQUIPMENT	Daily Rate	Notes
48	Projector 14KHD	\$1,495.00	Daily Rate, after 2 days the price would stay the same up to 4 days
49	Windows 10 Laptop, 15.6" Presentation Laptop w/ PPT and VLC player	\$122.00	
50	D'SAN PerfectCue Cue Light (professional slide advancer - very long range)	\$70.00	
51	ANALOG WAY PLS300 Seamless Switcher (lower end version of high end switcher)	\$350.00	
52	ANALOG WAY PLS350 Seamless Switcher (high end video switcher)	\$395.00	
53	SAMSUNG 55" D7000 LED 1080p 1920x1080	\$450.00	
54	SAMSUNG 65" D8000 LED 1080p 1920x1080	\$420.00	
55	PREMIER 72" or 82" Dual Post Floor Stand	\$60.00	
56	Spotlight 1.2Kw HMI Lycian 1275 Light	\$570.00	
57	Projector 10k w/ .8 lens	\$1,630.00	Good up to 4 days
58	Projector 14K w/ short throw lens	\$1,495.00	Daily Rate, after 2 days the price would stay the same up to 4 days.
59	Projector 20k w/ short throw lens	\$2,295.00	Daily Rate, after 2 days the price would stay the same up to 4 days.
60	Small Ex3 HD Camera Package w/ Tripod	\$340.00	Daily Rate, after 2 days the price would stay the same up to 4 days.
61	SAMSUNG 40" LED Monitor/TV 1920x1080	\$200.00	
62	AJA 1x6 3G/HD/SD-SDI Distribution Amp	\$50.00	
63	AJA Hi5 3G HD-SDI to HDMI Converter	\$85.00	
	Labor	Billable Hourly Rate	
1	AV Set/Strike Based - 5 hour minimum	\$75.00	
2	Audio A1 - 10 hour minimum	\$90.00	
3	Video V1	\$90.00	
3	Rigging Tech based on a 10 hour day	\$141.00	

End of Text for Amendment No. 3

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Rent-A-PC, Inc. d/b/a SmartSource Computer & Audio Visual Rentals ("Consultant") entered into an Agreement on February 13, 2020 wherein Consultant agreed to provide the College with rental, set-up and operation of audio and video equipment for use at its major events, as well as at non-College events held at the Suffolk Federal Credit Union Arena; and

WHEREAS, on February 1, 2021, the parties executed Amendment No. 1 to the Agreement which extended the term thereof to December 31, 2021, and

WHEREAS, the College desires to extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement and Amendment 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 the period beginning **January 1, 2022 through December 31, 2022**; and
- 2) **COVID-19 Safety Protocols**
Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH); and
- 3) All other terms and conditions of the original Agreement and Amendment No. 1, 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.

Rent-A-PC, Inc. d/b/a
SmartSource Computer & Audio Visual Rentals
FID # 11-2700962
Tel.: (718) 568-0970

By: AnnMarie Russell
AnnMarie Russell (Jun 1, 2022 11:09 EDT)
AnnMarie Russell
VP, Finance

Date: Jun 1, 2022

Approved as to Legality:
Suffolk County Community College

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

Date: 6/1/2022

Suffolk County Community College

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

Date: 6/3/22

Approved:
Suffolk County Community College

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

Date: 06.02.2022

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Rent-A-PC, Inc. d/b/a SmartSource Computer & Audio Visual Rentals ("Consultant") entered into an Agreement on February 13, 2020 wherein Consultant agreed to provide the College with rental, set-up and operation of audio and video equipment for use at its major events, as well as at non-College events held at the Suffolk Federal Credit Union Arena; and

WHEREAS, the College desires to extend the Agreement for an additional 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 **January 1, 2021 through December 31, 2021**; and
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

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

**Rent-A-PC, Inc. d/b/a
SmartSource Computer & Audio Visual Rentals**
FID # 11-2700962
Tel.: (718) 568-0970

By: *AnnMarie Russell*
AnnMarie Russell
VP, Finance

Date: 01/29/2021

**Approved as to Legality:
Suffolk County Community College**

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

Date: 01/29/2021

Suffolk County Community College

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

Date: 02/01/2021

**Approved:
Suffolk County Community College**

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

Date: 02/01/2021

CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement") is between the **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

Rent-A-PC, Inc. d/b/a SmartSource Computer & Audio Visual Rentals ("Consultant"), a New York corporation having its principal place of business at 265 Oser Avenue, Hauppauge, New York 11788.

The parties hereto desire for Consultant to provide the College with rental of audio and video equipment to the College for use at its major events, as well as labor and support for the set-up and operation of the rented equipment. In addition, the Consultant will also assist in the set up and support the operation of non-College events held at the Field House, located in the Suffolk Federal Credit Union Arena, Michael J. Grant Campus ("**Services**").

Term of Agreement: January 1, 2020 to December 31, 2020, with four (4) one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.

Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached 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.

Rent-A-PC, Inc. d/b/a SmartSource
Computer & Audio Visual Rentals
FID: 11-2700962
Tel.: (718) 568-0970

Suffolk County Community College

By: *Alexandro Silver AnnMarie Russell*
Alexandro Silver AnnMarie Russell
Solution Sales Representative VP, Finance

By: *Louis J. Petruzzo*
Louis J. Petruzzo
Interim President

Date: 1-31-2020

Date: 02/13/2020

Approved as to Legality:
Suffolk County Community College

Approved:

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
& Financial Affairs

Date: 2/7/2020

Date: FEB 10 2020

LIST OF EXHIBITS

Page

4

**Exhibit A
General Terms and Conditions**

1. Consultant 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 13
Suffolk County Legislative Requirements**

1. Consultants/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

Page

Exhibit C 17
Notices and Contact Persons

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

Exhibit D 20
Description of Services

1. "Scope of Work" contained in the College's RFP

Exhibit E 23
Payment Terms and Conditions

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

Exhibit F 28
College's Request for Proposals

Exhibit G 52
Consultant's Proposal

EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on November 7, 2019; and

Whereas, the Consultant submitted a proposal in response to such RFP on December 9, 2019; and

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

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

1. Consultant Responsibilities

a. Services

The Consultant shall provide Services as described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Consultant 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 the Consultant 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.

c. Engineering Certificate

In the event that this Agreement requires any engineering services, the Contractor shall submit, prior to, or along with, any plans, reports, specifications, permit or other applications, analyses or other engineering work required to be submitted to the College for approval under this Agreement, the Certificate(s) of Authorization, issued pursuant to § 7210 of the New York Education Law, of its consultants, subcontractors, subcontractors, and/or any other entity (including, but not limited to, the Contractor and any of its subsidiaries, divisions, affiliates or an entity under the control of the Contractor) performing all or part of the engineering services necessary hereunder. Failure to file, submit or maintain the Certificate(s) shall be grounds for rejection of any plans, reports, specifications, permit or other applications, analyses or other engineering work submitted for approval under the terms of this Agreement.

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, pursuant to the following paragraphs, the Consultant shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

- i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.
- ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives, may result in immediate termination of this Agreement, in the sole discretion of the College.
- iii. If the 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 the 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 the 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 Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the 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 the Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice ("Termination Notice"), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

- i. Upon receiving a Termination Notice, the 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 by 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 the Contractor prior to termination of this Agreement, that are pursuant to, and after the Contractor's compliance with, the terms and conditions of this Agreement.

- iii. Upon termination, the Contractor agrees to promptly reimburse to the College the balance of any funds advanced to the Contractor by the College. Upon termination, any funds paid to the Contractor by the College which were used by the 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 the 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

The 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 the Contractor in connection with the services described or referred to in this Agreement. The 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 the 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

The 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, the 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 the Contractor in connection with the services described or referred to in this Agreement. The 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 the 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. The Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and/or the County and as may be mandated and increased from time to time. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College and/or the

County for the Contractor. Unless otherwise specified by the College and/or the County and agreed to by the Contractor, in writing, such insurance shall be as follows:

- i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. **Automobile Liability** insurance (if any vehicles are used by the 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 the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the College 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 the 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 Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
 - e. In the event the 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 the Consultant's status hereunder is that of an independent contractor. Neither the Consultant, nor any person hired by the Consultant 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 and/or the County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Consultant under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Consultant 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. The Consultant 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

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

12. Governing Law

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

13. No Implied Waiver

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

14. Conflicts of Interest

- a. The Consultant 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. The Consultant 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 the Consultant 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 or any of its agencies used by Consultant 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. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.
- b. The Consultant shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Consultant 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 and Consultant. 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. The Consultant 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 the Consultant under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, the Consultant may secure copyright protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and/or the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Consultant under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Consultant may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Consultant hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and /or the County, 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. Consultant's/Vendor's Public Disclosure Statement

The Consultant 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 said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Consultant 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.

The Consultant 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**

The Consultant 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. The Consultant shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Consultant 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 Consultant services are performed on County property the Consultant must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Consultant services are for the provision of human services and such services are not to be performed on County property, the Consultant must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The 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 Exhibit B 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.

The 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

The Consultant 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

The Consultant 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

The Consultant 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

The Consultant 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 the Consultant 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, the Consultant represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

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

End of Text for Exhibit B

EXHIBIT C

Notices and Contact Persons

1. Notices Relating to Reports, Insurance or Other Submissions

Any communication, notice, 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 Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

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

and

For Consultant:

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.

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.

2. Notices Relating to Payments

Any communication, notice or claim relating to payment by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

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

and

For Consultant:

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.

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.

3. Notices Relating to Termination and/or Litigation

In the event the Consultant 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, the Consultant shall immediately deliver to the Office of Legal Affairs and the County Attorney, at the addresses set forth below, copies of all papers filed by or against the Consultant.

Any communication or notice regarding termination shall be in writing and shall be given to the College or the Consultant 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 County:

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL Bldg., Suite 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

And

For Consultant:

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.

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

Section III
Scope of Work

Suffolk County Community College (College) requires the Consultant to provide rental, set-up and operation of audio visual equipment, on an as-needed basis, in connection with the College's major events, such as Commencement, faculty Professional Development Day, etc. The audio visual equipment rental will be used to support the operation of events scheduled at any of the College's following locations:

- Ammerman Campus – 533 College Road, Selden NY 11784
- Michael J. Grant Campus – 1001 Crooked Hill Road, Brentwood NY 11717
- Eastern Campus – 121 Speonk Riverhead Road, Riverhead NY 11901

In addition, the College may also require the selected firm to assist in the set up and support the operation of non-College events held at these locations.

I. BASIC SERVICES

The Consultant shall assign a liaison who will work with the College on all events. The liaison shall provide the College with a cell phone number and be available to the College during normal business hours or 24/7 during an event supported by the Consultant.

The College's Special Events Department will notify the Consultant of upcoming events two weeks prior to the scheduled event, and provide the Consultant with a list of equipment required to support the events.

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

Consultant shall coordinate all delivery, installation and break down with the College. When delivering equipment, Consultant shall use its own trucks that have a lift gate.

Consultant shall ensure that all areas are clean and clear of debris during and after installation or break down of equipment. Installation shall be done in a manner that protects attendees from any tripping hazards or other potential injuries.

Consultant shall provide adequate staff to install and operate the equipment. Consultant's staff must wear uniforms and proper identification badges at all times.

In the event a piece of equipment malfunctions during an event, the Consultant shall be able to fix or replace the equipment within 2 hours of the malfunction. The Consultant shall maintain an adequate supply of equipment and parts, and/or be able to obtain, within a reasonable amount of time, all necessary replacement parts in order to perform repairs. If the

Consultant is unable to meet this timeframe for the equipment that needs to be replaced, but the event is able to continue in a reduced/modified/limited capacity, Consultant shall credit the College, 20% of the cost of the event. If the event cannot proceed without the replacement equipment, the College will deny payment for the entire event.

II. ADDITIONAL EQUIPMENT

The contract provides a list of the equipment and associated pricing the College will be using at its events. However, with the improvements in technology, the College may require more updated equipment. Such updates will be reviewed on an annual basis at the time of contract term renewal, and pricing will be evaluated for reasonableness. In addition, during the contract year, the College may require specific equipment that is not included under the Agreement. Such expenses are permitted under this contract. However, the College User Department will be required to document reasonableness of pricing submitted by the Consultant. Exceptions should be kept to a minimum, and will be reviewed on a case-by-case basis.

III. COMPENSATION AND PAYMENT

Within 48 hours of notification, the Consultant shall submit cost estimate which includes a list of equipment that will be provided for the event to the College's Special Events Department, and the corresponding daily rate pricing of each equipment based on the agreed upon rates established in the contract. Cost estimates shall be prepared in a manner consistent with the pricing structure of the contract. Equipment rental charges shall be for the time an event starts to the time the event ends. Set-up and break down charges shall be as defined separately as outlined in Cost Proposal. Payment for labor will be made in half hour increments for time after the first hour.

No travel time will be paid to the Consultant. Payments will be made only for time on the job. Consultant's personnel coming to perform the work shall sign in on the service log upon arrival, and sign out following completion of work for the day, prior to departure from the Campus. The Service Logs shall be the basis for payment for work performed on the College's premises. Service logs shall be countersigned by the College's authorized representatives, and a copy included with requests for payment. Requests for payment not submitted in a timely fashion and with all the required back-up documentation may result in payments being delayed.

Consultant shall be reimbursed in accordance with the Billable Hourly Labor Rates set forth in the Cost Proposal.

Under this contract, subcontracting is not permitted unless authorized in writing by the College.

Contractor shall prepare and present invoices to: Suffolk County Community College,
Accounts Payable Department
PO Box 2280
Selden, NY 11784

Invoices can also be emailed to choap@sunysuffolk.edu. Payment will be made within thirty (30) days after approval of invoice by the College. Invoice must reference the purchase 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, Consultant 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 Consultant unpaid.

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

- The Purchase Order number under which work was being performed
- Provide a summary for the labor spent on each job which includes the following:
 - Name of Employee(s)
 - Date(s) each employee performed work
 - Start and end times for each day(s) for each employee
 - Billable Hourly Labor Rate(s) for each of the employees who performed work
- Manufacturer's invoice for materials/parts
- Equipment used, and associated costs, as established under this Agreement

Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Thereafter, increases in pricing 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 Consultant and shall be formally directed to the College Associate Dean, Athletics and Special Events, and Procurement. The decision as to whether or not such increases will be granted shall be made by the Vice President for Business and Financial Affairs and shall be final. In the event an increase is not granted when requested, the Consultant may elect to continue at the contracted prices or give written notice of termination, upon receipt of which the services be engaged through a new solicitation.

End of Text for Exhibit D

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

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

2. Agreement Subject to Appropriation of Funds

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

3. Limit of College's Obligations

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

4. Specific Payment Terms and Conditions

See, ATTACHMENT 1, Consultant's Cost Proposal, annexed hereto]

FORM OF COST PROPOSAL FOR EQUIPMENT RENTAL AND LABOR

Item No.	EQUIPMENT	Billable Daily Rate
1	10.5 x 14' Truss Screen -- Rear	\$ 130.00
2	Truss Dress Kit 10.5 x 14 - Black	\$ 113.75
3	Stand Cart	\$ 39.00
4	High Cart for Rear Screen Projector REQ 220V	\$ 39.00
5	15" LCD Monitor (1024 x 768) preview Monitor	\$ 19.50
6	I=MAG, PPT and DVD	-
7	32" LCD Monitor (1024 x 768)	\$ 178.75
8	Stand FR/Plasma - Confidence	\$ 16.25
9	Mon use behind POD for Guest on state	\$ 178.75
10	Same Feed from Switcher	-
11	Set on Podium	-
12	19" LCD Monitor	\$ 19.50
13	Stand 19" - Confidence Mon	\$ 16.25
14	XGA+Distro Amp 1 x 6	\$ 32.50
15	Cat Skew-Free Cable 500'	\$ 97.50
16	Cat 5 Rx PC+A/V+A REQ TX+CBL's	\$ 61.75
17	Cat 5 Tx HD15 only REQ RX+CBL	\$ 61.75
18	Run to Podium VGA	\$ 16.25
19	Tripod with Stand - Spider Pod	\$ 162.50
20	Mic Snake on Reel 24 x 8 - 250'	\$ 97.50
21	Mic Snake on Reel 12 x 4 - 150'	\$ 65.00
22	All Cables hung overhead	-
23	Lens Zoom F/1.8 - 2.4	\$ 97.50
24	42" LCD Monitor (1366 x 768)	\$ 266.50

1

FORM OF COST PROPOSAL FOR EQUIPMENT RENTAL AND LABOR

Item No.	EQUIPMENT	Billable Daily Rate
25	Stand F/Plasma - Confidence	\$ 16.25
26	L Acoustic V-Dos Speakers	\$ 130.00
27	JBL VRX932LA Speakers	\$ 87.75
28	Speaker Flying Hardware	\$ 97.50
29	Line Array SRX712M Speaker and Stand	\$ 87.75
30	Podium	\$ 71.50
31	16 input stereo audio mixer	\$ 52.00
32	Stereo Audio Power AMP	\$ 48.75
33	Graphic EQ Mono 1/3 8va	\$ 52.00
34	Gooseneck Microphone	\$ 19.50
35	Wireless Microphone	\$ 97.50
36	Lapel Microphone	\$ 26.00
37	Condenser Mic with boom stand	\$ 35.75
38	Microphone stand	\$ 13.00
39	Truss System for Audio and Lighting	\$ 357.50
40	Chain Motor	\$ 130.00
41	Control Console	\$ 52.00
42	Dimmer Pack	\$ 35.75
43	36 Degree Source Lights	\$ 29.25
44	Genie Towers	\$ 16.25
45	10' full Run of Black Velour Drape (includes hardware)	\$ 88.40
46	7'11"X14' FastFold w/ Dress Kit AV Stump	\$ 288.75
47	9'X16' FastFold w/ Dress Kit AV Stumpfi	\$ 487.50
48	Projector 14KHD	\$ 1,495.00
49	DELL E6520 i7-Quad 2.2 8/500 15.6" Presentation Laptop w/ PPT and	\$ 101.25
50	D'SAN PerfectCue Cue Light (professional slide advancer - very long range)	\$ 52.50
51	ANALOG WAY PLS300 Seamless Switcher (lower end version of high end switcher)	\$ 262.50
52	ANALOG WAY PLS350 Seamless Switcher (high end video switcher)	\$ 393.75
53	SAMSUNG 55" D7000 LED 1080p 1920x1080	\$ 437.50

FORM OF COST PROPOSAL FOR EQUIPMENT RENTAL AND LABOR

Item No.	EQUIPMENT	Billable Daily Rate
54	SAMSUNG 65" D8000 LED 1080p 1920x1080	\$ 647.50
55	PREMIER 72" or 82" Dual Post Floor Stand	\$ 52.50
56	Spotlight 1.2Kw HMI Lycian 1275 Light	\$ 420.00
57	Projector 10k w/ .8 lens	\$ 1,050.00
58	Projector 14K w/ short throw lens	\$ 1,495.00
59	Projector 20k w/ short throw lens	\$ 1,800.00
60	Small Ex3 HD Camera Package w/ Tripod	\$ 675.00
61	SAMSUNG 40" LED Monitor/TV 1920x1080	\$ 266.50
62	AJA 1x6 3G/HD/SD-SDI Distribution Amp	\$ 45.00
63	AJA Hi5 3G HD-SDI to HDMI Converter	\$ 15.00
64	THEATRXXX HDMI to SDI xVision Converter	\$ 15.00
Item No.	LABOR	Billable Hourly Rate
65	AV - Set/Strike Tech	\$ 65.00
66	AV - Audio Tech A1	\$ 70.00
67	AV - Video Technician V1	\$ 70.00

Increased Labor Rates, January 1, 2021 – December 31, 2024

The rate increase will occur each subsequent contractual year at the rate of 3% per year starting on January 1st 2021 as detailed in the table below.

	2020	2021	2022	2023	2024
AV - Set/Strike Tech	\$ 65.00	\$ 66.95	\$ 68.96	\$ 71.03	\$ 73.16
AV - Audio Tech A1	\$ 70.00	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79
AV - Video Technician V1	\$ 70.00	\$ 72.10	\$ 74.26	\$ 76.49	\$ 78.79

End of Text for Exhibit E

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for rental of audio and video equipment services, issued November 7, 2019, together with any Addenda issued thereto, is attached hereto as Exhibit F.



**ADDENDUM NO. 1
REQUEST FOR PROPOSAL NO. R20-003
RENTAL OF AUDIO AND VIDEO EQUIPMENT**

November 21, 2019

Attention to Proposers:

This constitutes Addendum No. 1 to the referenced Request for Proposals (RFP), and consists of this one (1) page cover letter which notifies potential proposers of the postponement in the proposal submission due date.

Bidders Please Note:

The proposal submission due date and time of November 25, 2019 no later than 12:00 PM has been changed to December 9, 2019 no later than 12:00 PM.

All other terms and conditions of the RFP remain unchanged.

A copy of this addendum must be signed by the proposer and attached to the proposal response.

Prior to submission of your proposal, please check the College's website to confirm receipt of all Addenda that may have been issued under the RFP.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Firm Name

By (Sign in ink)

Title

Print Name

Date

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

Request for Proposals (RFP)

for

Rental of Audio and Video Equipment

Suffolk County Community College

Technical Questions Due: November 19, 2019

Proposer's Conference: N/A

Proposals Due: November 25, 2019, no later than 12:00 p.m.

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

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

Late Proposals Will Be Rejected

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

Table of Contents

**Section I
Administrative Information**

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

**Section II
Award Criteria**

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

**Section III
Scope of Work**

**Section IV
Model Agreement**

**Section V
Forms and Legal Appendices**

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

**Section I
Administrative Information**

1. Purpose of RFP

Suffolk County Community College (College) invites Proposal(s) from reliable, experienced, and qualified firms for the rental, set-up and operation of audio visual equipment in connection with the College's major events, such as Commencement, faculty Professional Development Day, etc., which are held, primarily, at the Suffolk Federal Credit Union Arena on the Michael J. Grant Campus (Brentwood), the Health and Wellness Center on the Eastern Campus (Riverhead) and the Brookhaven Gymnasium (Ammerman Campus).

In addition, the College may also require the selected firm to assist in the set-up and operation of rented equipment at non-College events held at these and other College locations.

It is anticipated that one contract will be awarded with an initial term of one (1) year, and four (4) additional one-year renewal options to be exercised at the College's discretion. The terms of each option period shall be as mutually agreed upon by both parties.

2. Background Information

The College is a non-residential, public, two-year institution with three campuses (located in Riverhead, Brentwood and Selden) and extension centers located in downtown Sayville and Riverhead. The College annually enrolls approximately 22,000 students and is a unit of the State University of New York (SUNY).

3. Coordinating Departments

i. Prior to Award of Contract

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

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

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

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

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

iii. After Execution of Contract

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

4. Evaluation Committee

The Evaluation Committee will include, but not be limited to, individuals in the following roles: Assistant Director Special Programs and Events; Professional Assistant II, Events; Campus Coordinator Intramural and Special Programs; Counselor/Instructor, Office of Campus Activities, Leadership Development, Ammerman Campus; Professional Assistant I, Media Services, Michael J. Grant Campus.

5. Administrative and Technical Questions

- a. **Administrative Questions** may be submitted by email to the contact listed in paragraph 3 above.
- b. **Technical Questions** must be submitted by email on or before **November 19, 2019** to the contact listed in paragraph 3 above. The College Evaluation Committee will develop responses to the technical questions. Responses will be issued by the College in the form of an Addendum to this RFP.
- c. **Office of Business and Financial Affairs is Sole Contact during RFP Process**

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

6. Proposer's Conference

No proposer's conference is scheduled.

7. Due Date for Proposals

Proposals must be submitted to the attention of Ms. Seema Menon, at the address listed in paragraph 3 above by **November 25, 2019 no later than 12:00 p.m.** In the interest of fairness to all participants, no extensions or exceptions will be permitted, unless issued as

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

an Addendum to this RFP and applicable to all companies.

8. Selection Process

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

9. Award Criteria

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

	Points
a. General Qualifications	30
b. Proposed Services/Products	40
c. Cost Proposal	30
Total	100

10. Proposal Submission

a. Number of Copies

Proposers must submit one hardcopy original (**clearly labeled**) and six (6) copies of their proposal submission. In addition, Proposers must submit a CD or thumb drive, with the MSWord or PDF format of their original proposal submission in its entirety. Envelopes or boxes containing RFP responses must be clearly labeled with the Proposer's name, due date, number and title of the Request for Proposal. Do not submit proposals that are permanently/perfect bound. Binders 2 inches or below, spiral binding, staples, etc., are acceptable.

b. Proposal Format

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

i. Table of Contents

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

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

of the Proposal and used as the only Table of Contents.

ii. Transmittal Letter on Company Letterhead

Signed by a corporate officer or an authorized agent of Company

iii. General Qualifications

iv. Proposed Services/Products

v. Cost Proposal:

(1) The Cost Proposal must be included in each proposal (original and copy) submitted.

vi. Requested Changes to Model Agreement

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

vii. Form LL52 – Disqualification of Non-Responsible Bidders

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LL52 is included in the Section V entitled "Forms and Legal Appendices".

viii. FTS Form – Statement of Non-Collusion in Bids or Proposals

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This FTS Form is included in the Section V entitled "Forms and Legal Appendices".

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

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

x. SCEX Form 22 – Public Disclosure Statement

One original, signed by a corporate officer or an authorized agent of Company

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

and notarized, must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. SCEX Form 22 is included in the Section V entitled "Forms and Legal Appendices."

xi. Forms LHE-1 and LHE-2 – Lawful Hiring of Employees

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. These form are included in the Section V entitled "Forms and Legal Appendices".

xii. Living Wage Form LW-1/38 (Not Applicable Under This RFP)

One original, signed by a corporate officer or an authorized agent of the Company must be included as a separate and clearly labeled section of the original hardcopy of the Technical Proposal. This Form LW-1 is included in the Section V entitled "Forms and Legal Appendices".

11. RFP Policies and Procedures

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

<https://www3.sunvsuffolk.edu/About/809.asp>

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

- b. It is the College's intent to select the Company that provides the best solution for the College's needs.
- c. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
- d. This RFP and the Company's response to this RFP, as may be subsequently modified in negotiations with the College, may be included as exhibits in any contracts that the College may execute with Company.
- e. The College reserves the right to amend this RFP. The College reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

in the best interest of the College. The College reserves the right to request additional information from any Proposer. The College reserves the right to award negotiated contracts to one or more Companies.

- f. This RFP is not intended and shall not be construed to commit the College to pay any costs incurred in connection with any proposal or to procure or contract for any services.
- g. The decision to award a contract shall be based on Company's ability to provide quality services and products and to comply with all applicable laws, rules and regulations, including without limitation the Local Preference Law and other Suffolk County local laws set forth in Section V entitled "Forms and Legal Appendices."
- h. The College is required to comply with the Suffolk County Local Preference Law as amended. This local law establishes a preference for businesses located within Nassau and Suffolk Counties when selecting firms for award of consulting services contract(s). Proposers are encouraged to familiarize themselves with the provisions of this local law as this law may impact the selection process.
- i. The award of any contract will be made as judged to be in the best interest of the College. The final selection of the company will be made by the College Evaluation Committee, including but not limited to, the representatives set forth in paragraph 4, entitled "Evaluation Committee" of Section I of this RFP.
- j. The College General Counsel acts as counsel to the Evaluation Committee, but does not vote in the selection process.
- k. Each Proposal will be examined to determine whether it is responsive to the requirements of this RFP. All responsive proposals will be evaluated in accordance with the criteria set forth herein.
- l. While the College is under no obligation to contact companies for clarifications, it reserves the right to do so. Depending on the number and quality of the proposals submitted, the College, at the sole discretion of the College Evaluation Committee, may elect to interview all or some of the companies during the selection process and to request presentations, including demonstrations of products and services.
- m. All IT systems and services are to be implemented through the College's Office of Information Technology Services (ITS) <http://www.sunysuffolk.edu/information-technology-services/>, and must meet College requirements for technology and information security. The College utilizes Ellucian's Banner ERP. Software or hosted systems that handle student or employee data are expected to have an acceptable method of interfacing with Banner. The College's Banner instance is hosted at SUNY's ITEC (<http://www.itec.suny.edu/>) facility in Buffalo and receives administrative support from SUNY's SICAS Center ([Page 8 of 22](http://vm-</div><div data-bbox=)

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

sicas2.oneonta.edu/luminis/pages.main). Systems that connect to Banner must also adhere to the networking and connection standards of both organizations.

- n. **EIT Accessibility Standards.** All electronic and information technology (EIT), including web-based EIT, delivered pursuant to the contract or procurement must be accessible to individuals with disabilities. EIT consists of information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information that will be deployed in connection with such technology, equipment or systems. Further, EIT includes, but is not limited to, telecommunications products, information kiosks and transaction machines, Internet and Intranet websites, web-delivered content, software, electronic books and electronic book reading systems, search engines and databases, multimedia, classroom technology, and office equipment.

Web-based EIT products provided pursuant to the contract or procurement must conform to the W3C's Web Content Accessibility Guidelines ("WCAG") 2.0 Levels A and AA, and the Web Accessibility Initiative Accessible Rich Internet Applications Suite ("WAI-ARIA") 1.0 where applicable for dynamic web content. For more information, refer to the College's Web Accessibility Policy, available at: <https://www.sunysuffolk.edu/accessibility/website-accessibility-policy.jsp>. Non-web-based EIT products provided under this Agreement must meet or exceed the applicable accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194 ("Section 508"). **Proposers must provide a Voluntary Product Accessibility Template ("VPAT"), accessibility testing results, or acceptable alternative for any preexisting software or hosted system, including third party software that the Proposer is delivering to the College. VPATs must be on version 2.0 or higher and created/updated within the last year.** Proposers must cooperate with the College to address accessibility issues that are identified or arise after execution of the contract or after procurement and must promptly resolve any accessibility issues identified by the College. If you have not created a VPAT for this product, you can find more information on the VPAT as well as a template here:

<https://www.section508.gov/sell/vpat>

- o. **PROPOSER'S SEXUAL HARASSMENT POLICY:** By submission of a proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal submission each party thereto certifies as to its own organization, under penalty of perjury, that the proposer(s) has/have implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

- p. **COLLEGE SEXUAL HARASSMENT POLICY:** Proposers are advised that the College's Sexual Harassment Policy can be accessed using the following link:

<https://www.sunysuffolk.edu/legalaffairs/documents/equal-opportunity-anti-discrimination-policy.pdf>

The College has also adopted SUNY's Uniform Sexual Harassment Response and Prevention Policy Statement, which can be accessed at the following link:

<https://www.sunysuffolk.edu/legalaffairs/documents/e31sunyuniformsexualharassmentpolicystatement101818again.pdf>

Request for Proposal - R20-003
 Rental of Audio and Video Equipment

Suffolk County Community College
 Advertised November 7, 2019

TABLE OF CONTENTS

This form **MUST** be included in your proposal as the only Table of Contents.
PROPOSAL MUST BE SUBMITTED IN THE ORDER LISTED BELOW.

<u>TAB</u>	<u>ITEM</u>	Please check if Included
I.	TABLE OF CONTENTS	<input type="checkbox"/>
II.	TRANSMITTAL LETTER	<input type="checkbox"/>
III.	GENERAL QUALIFICATIONS	<input type="checkbox"/>
a)	General Information / Company History	<input type="checkbox"/>
b)	Expertise of Company and all proposed sub-consultants, including Qualifications and Experience of Personnel	<input type="checkbox"/>
i.	Experience	<input type="checkbox"/>
ii.	References	<input type="checkbox"/>
iii.	Staff Qualifications/Resumes, List of Sub-consultant(s), Organizational Chart	<input type="checkbox"/>
iv.	College/County Contracts	<input type="checkbox"/>
v.	Supplemental Information	<input type="checkbox"/>
vi.	M/WBE Utilization Information	<input type="checkbox"/>
c)	Quality Control	<input type="checkbox"/>
i.	Operational Plan	<input type="checkbox"/>
ii.	Record and Reporting Systems	<input type="checkbox"/>
iii.	Operating Problems	<input type="checkbox"/>
d)	Financial Viability	<input type="checkbox"/>
i.	Financial Statements	<input type="checkbox"/>
ii.	Indebtedness to County and/or College	<input type="checkbox"/>
iii.	Liens and Litigation	<input type="checkbox"/>
IV.	TECHNICAL PROPOSAL	<input type="checkbox"/>
a)	Understanding of System Requirements	<input type="checkbox"/>
b)	Understanding of Service Requirements, Management Techniques and Approaches	<input type="checkbox"/>
e)	Anticipated Issues and Resolution	<input type="checkbox"/>
V.	COST PROPOSAL	<input type="checkbox"/>
VI.	REQUESTED CHANGES TO MODEL AGREEMENT (To be submitted with "Original" proposal only & not with any of the copies)	<input type="checkbox"/>

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

TAB	ITEM	Please check if Included
VII.	FORM LL52 – DISQUALIFICATION OF NON-RESPONSIBLE BIDDERS (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>
VIII.	FTS FORM STATEMENT OF NON-COLLUSION (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>
IX.	LOCAL BUSINESS CERTIFICATION FORM SCPD-8A (If applicable, to be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>
X.	SCEX FORM 22 - PUBLIC DISCLOSURE STATEMENT (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>
XI.	FORMS LHE-1 AND LHE-2 – LAWFUL HIRING OF EMPLOYEES (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>
XII.	LIVING WAGE FORM LW-1/38 (To be submitted with “Original” proposal only & not with any of the copies)	<input type="checkbox"/>
XIII.	VENDOR REGISTRATION FORM	<input type="checkbox"/>
XIV.	ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA, if any	<input type="checkbox"/>
XV.	CD-ROM or THUMB DRIVE OF ORIGINAL HARDCOPY SUBMISSION	<input type="checkbox"/>

*** For items VII through XII:**

Please provide one copy of each of these forms in the appropriate sections of the original proposal submission. The completed originals of these forms must be submitted unbound in a separate sealed envelope.

End of text for Section I

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

**Section II
Award Criteria**

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

1. General Qualifications:

a. General Information/Company History

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

b. Expertise of Company and all Sub-consultants, including Qualifications and Experience of Personnel

- i. **Experience:** Provide general background information explaining why the firm and its sub-consultants are well suited to perform the requirements of this RFP, and how the qualifications of the firm and its personnel relate to the scope of services described in this RFP. Provide a brief history and description of the firm's and sub-consultant's experience in the public sector, particularly for governmental entities, colleges or universities, especially at community colleges.

For any projects undertaken and identified in this sub-section, Proposer is not required to provide client contact information.

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

- ii. **References:** References must be provided. This sub-section must be clearly labeled and separated by a tab, and must include clearly identified references for both the Prime Consultant and any sub-consultant/sub-consultant firm.

Proposer must submit a list of at least three (3) representative clients, including any other public entities, along with a description of the type of work performed for each client and the name of a contact person at the client who can evaluate the firm's work. For each engagement, include:

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

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

- iii. **Staff Qualifications/Resumes:** Describe the specific qualifications and background of your staff, and all proposed sub-consultants' staff in this sub-section, insofar as they relate to these services. Qualifications should include but not be limited to prior relevant experience. **If sub-consultant(s) are not being used, Company shall include a statement indicating this.**

The information submitted must include:

- Company Information
 - Identify your firm's management team, clearly identifying and describe the title and role of the staff who will be assigned to the College's account.
 - Describe the experience and qualifications of your firm's management team, the proposed team that will be assigned to the College's account. Indicate the availability of the management team and all other personnel required for this assignment.
 - Provide resumes of proposed key staff who will be assigned to the College's account, inclusive of a description of the qualifications, educational background, and work experience for all personnel who will perform services under this Agreement. Clearly identify the principal or project manager in the firm who will have direct and continued responsibility for the services provided to the College, and shall serve as the firm's first point-of-contact on all matters dealing with services and the handling of day-to-day activities through the duration of the Contract.
 - Any changes to the team members identified in the proposal must be submitted to the College for approval. The College reserves the right to deny payment for any services provided by a team member not approved, in writing, by the College.

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

- iv. **College/County Contracts:** In this sub-section, provide a list of all contracts with the College or the County of Suffolk, if any, within the last five (5) years (regardless of type of service) and the time period for those services.
 - v. **Supplemental Information:** Include any brief supplemental information that may be relevant to your qualifications for the work. Elaborate or superfluous material should not be presented and may count against the company in the evaluation.
 - vi. **Minority and Women-owned Business Enterprises ("MWBEs"):** Submit a statement detailing if and/or how the Company will utilize the services of MWBEs if awarded the contract.
- c. **Quality Control**
- i. **Operational Plan:** Describe how Company ensures performance through adequate management, supervision, review and control.
 - ii. **Record and Reporting Systems:** Describe Company's system for self-monitoring and ensuring maintenance of complete and accurate records.
 - iii. **Operating Problems:** Discuss any operating problems, other than litigation, which you have experienced within the past five years, and their resolution.
- d. **Financial Viability**
- i. **Financial Statements**

For nongovernmental agencies, submit current financial statements prepared and certified by an independent CPA, or internal statements if certified statements are not available or have not been issued within the past twelve (12) months.
 - ii. **Indebtedness to County and/or College**
 - 1) Submit a statement as to indebtedness, if any, to the County and/or College.
 - 2) Submit a listing of all outstanding liens, if any, against Company.
 - iii. **Liens and Litigation**
 - 1) Submit a summary of litigation, if any, against Company and its disposition.

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

2. **Proposed Services/Products:**

Proposers shall tailor the RFP response to this section as deemed most appropriate based on the specific services being proposed in the RFP response.

- a. **Understanding of the System Requirements – NOT APPLICABLE**
Convey your understanding of the requirements for the equipment, software or hosted system by describing how your solution meets the needs identified in Section III – Scope of Work.
- b. **Understanding of Service Requirements, Management Techniques and Approaches** – Convey your understanding of the service requirements and demonstrate a thorough recognition of the services, system, and potential problems to be addressed. This includes, but is not limited to, the following:
- i. Summarize the Proposers management and approach, including:
- 1) Describe how Proposer will provide the services required under this RFP scope of work, and the level of customer service that will be provided prior to and during an event, identifying the various considerations, approaches and strategies that will be utilized.
 - 2) Describe how Proposer will ensure that staff qualified to operate the equipment requested for specific events are available on location during events.
 - 3) Describe the preparation time and accommodations that Proposer will require ahead of an event.
 - 4) Describe how Proposer will handle any breakdown of equipment during an event, and what guarantees are offered in case of such breakdown(s).
 - 5) Identify the locations where equipment is stored in proximity to the College's various Campuses to ensure that the College's equipment needs are met
 - 6) Describe the level of continual two-way communication you will maintain with College administrators.
- c. **Anticipated Issues and Resolutions** – Describe anticipated issues that your Company may encounter when performing the services required in this RFP and identify proposed solutions.

3. **Cost Proposal:**

- a. Proposer should provide all information it deems necessary to explain or clarify its Cost Proposal. This includes, but shall not be limited to, the following:
- i. A description of all fees associated with providing the various equipment and support services identified in this section, including but not limited to:
- Billable Hourly Labor Rates
 - Billable Hourly Rental Rates for Equipment. Equipment rental charges shall be from the time an event starts to the time the event ends.
 - Set-up and break down charges, if any

Request for Proposal - R20-003
 Rental of Audio and Video Equipment

Suffolk County Community College
 Advertised November 7, 2019

- Delivery charges if applicable
- The process in which invoicing is handled, the speed and resolution of any discrepancies.

b. Proposers can provide additional equipment with its associated costs if the Proposer deems that it may be needed during the duration of the contract.

FORM OF COST PROPOSAL FOR EQUIPMENT RENTAL AND LABOR		
<u>Item Description</u>		
<u>Item No.</u>	<u>EQUIPMENT</u>	<u>Billable Hourly Rate</u>
1	10.5 x 14' Truss Screen – Rear	
2	Truss Dress Kit 10.5 x 14 - Black	
3	Stand Cart	
4	High Cart for Rear Screen Projector REQ 220V	
5	15" LCD Monitor (1024 x 768) preview Monitor	
6	I=MAG, PPT and DVD	
7	32" LCD Monitor (1024 x 768)	
8	Stand FR/Plasma - Confidence	
9	Mon use behind POD for Guest on state	
10	Same Feed from Switcher	
11	Set on Podium	
12	19" LCD Monitor	
13	Stand 19" - Confidence Mon	
14	XGA+Distro Amp 1 x 6	
15	Cat Skew-Free Cable 500'	
16	Cat 5 Rx PC+A/V+A REQ TX+CBL's	
17	Cat 5 Tx HD15 only REQ RX+CBL	
18	Run to Podium VGA	
19	Tripod with Stand - Spider Pod	
20	Mic Snake on Reel 24 x 8 - 250'	
21	Mic Snake on Reel 12 x 4 - 150'	
22	All Cables hung overhead	
23	Lens Zoom F/1.8 - 2.4	
24	42" LCD Monitor (1366 x 708)	

Request for Proposal - R20-003
 Rental of Audio and Video Equipment

Suffolk County Community College
 Advertised November 7, 2019

FORM OF COST PROPOSAL FOR EQUIPMENT RENTAL AND LABOR		
<u>Item Description</u>		
<u>Item No.</u>	<u>EQUIPMENT</u>	<u>Billable Hourly Rate</u>
25	Stand F/Plasma - Confidence	
26	L Acoustic V-Dos Speakers	
27	JBL VRX932LA Speakers	
28	Speaker Flying Hardware	
29	Line Array SRX712M Speaker and Stand	
30	Podium	
31	16 input stereo audio mixer	
32	Stereo Audio Power AMP	
33	Graphic EQ Mono 1/3 8va	
34	Gooseneck Microphone	
35	Wireless Microphone	
36	Lapel Microphone	
37	Condenser Mic with boom stand	
38	Microphone stand	
39	Truss System for Audio and Lighting.	
40	Chain Motor	
41	Control Console	
42	Dimmer Pack	
43	36 Degree Source Lights	
44	Genie Towses	
45	10' full Run of Black Velour Drape (includes hardware)	
46	7'11"X14' FastFold w/ Dress I<it AV Stump	
47	9'X16' FastFold w/ Dress Kit AV Stumpfl	
48	Projector 14KHD	
49	DELL E6520 i7-Quad 2.2 8/500 15.6" Presentation Laptop w/ PPT and VLC player	
50	D'SAN PerfectCue Cue Light (professional slide advancer - very long range)	
51	ANALOG WAY PLS300 Seamless Switcher (lower end version of high end switcher)	
52	ANALOG WAY PLS350 Seamless Switcher (high end video switcher)	
53	SAMSUNG 55" D7000 LED 1080p 1920x1080	

Request for Proposal - R20-003
 Rental of Audio and Video Equipment

Suffolk County Community College
 Advertised November 7, 2019

FORM OF COST PROPOSAL FOR EQUIPMENT RENTAL AND LABOR		
<u>Item Description</u>		
<u>Item No.</u>	<u>EQUIPMENT</u>	<u>Billable Hourly Rate</u>
54	SAMSUNG 65" D8000 LED 1080p 1920x1080	
55	PREMIER 72" or 82" Dual Post Floor Stand	
56	Spotlight 1.2Kw HMI Lycian 1275 Light	
57	Projector 10k w/ .8 lens	
58	Projector 14K w/ short throw lens	
59	Projector 20k w/ short throw lens	
60	Small Ex3 HD Camera Package w/ Tripod	
61	SAMSUNG 40" LED Monitor/TV 1920x1080	
62	AJA 1x6 3G/HD/SD-SDI Distribution Amp	
63	AJA Hi5 3G HD-SDI to HDMI Converter	
64	THEATRXXX HDMI to SDI xVision Converter	
<u>Item#</u>	<u>LABOR</u>	<u>Billable Hourly Rate</u>
65	AV - Set/Strike Tech	
66	AV - Audio Tech A1	
67	AV - Video Technician V1	

End of text for Section II

Request for Proposal - R20-003
Rental of Audio and Video Equipment

Suffolk County Community College
Advertised November 7, 2019

**Section III
Scope of Work**

Suffolk County Community College (College) requires the Consultant to provide rental, set-up and operation of audio visual equipment, on an as-needed basis, in connection with the College's major events, such as Commencement, faculty Professional Development Day, etc. The audio visual equipment rental will be used to support the operation of events scheduled at any of the College's following locations:

- Ammerman Campus – 533 College Road, Selden NY 11784
- Michael J. Grant Campus – 1001 Crooked Hill Road, Brentwood NY 11717
- Eastern Campus – 121 Speonk Riverhead Road, Riverhead NY 11901

In addition, the College may also require the selected firm to assist in the set up and support the operation of non-College events held at these locations.

I. BASIC SERVICES

The Consultant shall assign a liaison who will work with the College on all events. The liaison shall provide the College with a cell phone number and be available to the College during normal business hours or 24/7 during an event supported by the Consultant.

The College's Special Events Department will notify the Consultant of upcoming events two weeks prior to the scheduled event, and provide the Consultant with a list of equipment required to support the events.

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

Consultant shall coordinate all delivery, installation and break down with the College. When delivering equipment, Consultant shall use its own trucks that have a lift gate.

Consultant shall ensure that all areas are clean and clear of debris during and after installation or break down of equipment. Installation shall be done in a manner that protects attendees from any tripping hazards or other potential injuries.

Consultant shall provide adequate staff to install and operate the equipment. Consultant's staff must wear uniforms and proper identification badges at all times.

In the event a piece of equipment malfunctions during an event, the Consultant shall be able to fix or replace the equipment within 2 hours of the malfunction. The Consultant shall maintain an adequate supply of equipment and parts, and/or be able to obtain, within a reasonable amount of time, all necessary replacement parts in order to perform repairs. If the

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

Consultant is unable to meet this timeframe for the equipment that needs to be replaced, but the event is able to continue in a reduced/modified/limited capacity, Consultant shall credit the College, 20% of the cost of the event. If the event cannot proceed without the replacement equipment, the College will deny payment for the entire event.

II. ADDITIONAL EQUIPMENT

The contract provides a list of the equipment and associated pricing the College will be using at its events. However, with the improvements in technology, the College may require more updated equipment. Such updates will be reviewed on an annual basis at the time of contract term renewal, and pricing will be evaluated for reasonableness. In addition, during the contract year, the College may require specific equipment that is not included under the Agreement. Such expenses are permitted under this contract. However, the College User Department will be required to document reasonableness of pricing submitted by the Consultant. Exceptions should be kept to a minimum, and will be reviewed on a case-by-case basis.

III. COMPENSATION AND PAYMENT

Within 48 hours of notification, the Consultant shall submit cost estimate which includes a list of equipment that will be provided for the event to the College's Special Events Department, and the corresponding daily rate pricing of each equipment based on the agreed upon rates established in the contract. Cost estimates shall be prepared in a manner consistent with the pricing structure of the contract. Equipment rental charges shall be for the time an event starts to the time the event ends. Set-up and break down charges shall be as defined separately as outlined in Cost Proposal. Payment for labor will be made in half hour increments for time after the first hour.

No travel time will be paid to the Consultant. Payments will be made only for time on the job. Consultant's personnel coming to perform the work shall sign in on the service log upon arrival, and sign out following completion of work for the day, prior to departure from the Campus. The Service Logs shall be the basis for payment for work performed on the College's premises. Service logs shall be countersigned by the College's authorized representatives, and a copy included with requests for payment. Requests for payment not submitted in a timely fashion and with all the required back-up documentation may result in payments being delayed.

Consultant shall be reimbursed in accordance with the Billable Hourly Labor Rates set forth in the Cost Proposal.

Under this contract, subcontracting is not permitted unless authorized in writing by the College.

**Request for Proposal - R20-003
Rental of Audio and Video Equipment**

**Suffolk County Community College
Advertised November 7, 2019**

Contractor shall prepare and present invoices to: Suffolk County Community College,
Accounts Payable Department
PO Box 2280
Selden, NY 11784

Invoices can also be emailed to cboap@sunysuffolk.edu. Payment will be made within thirty (30) days after approval of invoice by the College. Invoice must reference the purchase 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, Consultant 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 Consultant unpaid.

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

- The Purchase Order number under which work was being performed
- Provide a summary for the labor spent on each job which includes the following:
 - Name of Employee(s)
 - Date(s) each employee performed work
 - Start and end times for each day(s) for each employee
 - Billable Hourly Labor Rate(s) for each of the employees who performed work
- Manufacturer's invoice for materials/parts
- Equipment used, and associated costs, as established under this Agreement

Prices shall remain firm for the first year of the contract and no upward escalation will be permitted. Thereafter, increases in pricing 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 Consultant and shall be formally directed to the College Associate Dean, Athletics and Special Events, and Procurement. The decision as to whether or not such increases will be granted shall be made by the Vice President for Business and Financial Affairs and shall be final. In the event an increase is not granted when requested, the Consultant may elect to continue at the contracted prices or give written notice of termination, upon receipt of which the services be engaged through a new solicitation.

End of Text for Exhibit F

EXHIBIT G

Consultant's Proposal

Consultant's Proposal, submitted December 9, 2019 in response to the College's RFP is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G