



OFFICE OF LEGAL AFFAIRS

March 30, 2018

Kenneth Fox
Director of Hardgoods Airgas East
Airgas USA, LLC
1 Progress Drive, Suite 101
Horsham, PA 19044

Re: Agreement with Suffolk County Community College
19-CC-014-Rental of Gas Packs – 2018/2019 Renewal

Dear Mr. Fox:

Suffolk County Community College is exercising its option to renew the above-referenced Agreement with Airgas USA, LLC for one (1) year, beginning **June 29, 2018 through June 28, 2019**.

In addition, said Agreement shall be amended to include the following provision:

1. 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.

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Michael J. Grant Campus
1001 Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

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

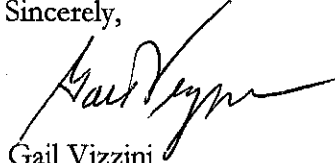
- 2. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.**

Please indicate your approval by signing both originals of this letter, retaining one original for your files, and returning one original to the attention of:

Suffolk County Community College
Attn.: Kathryn S. Mattia
Office of Legal Affairs
533 College Road, NFL-230
Selden, NY 11784-2899

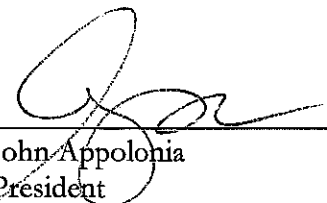
Thank you.

Sincerely,



Gail Vizzini
Vice President for Business and Financial
Affairs

Airgas USA, LLC

By:  4/6/19
John Appolonia Date
President

Suffolk

COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

April 19, 2017

Mr. Thomas M. Scott
Government Bid Specialist
Airgas USA, LLC
6990A Snowdrift Road
Allentown, PA 18106

Re: Agreement with Suffolk County Community College
19-CC-014-Rental of Gas Packs - 2017/2018 Renewal

Dear Mr. Scott:

Suffolk County Community College is exercising its option to renew the Agreement with Airgas USA, LLC (19-CC-014) for one year beginning **June 29, 2017 through June 28, 2018** on the same terms and conditions as the existing Agreement.

Please indicate your approval by signing both originals of this letter, retaining one original for your files, and returning one original to the attention of:

Kathryn S. Mattia
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

Thank you.

Sincerely,



Gail Vizzini
Vice President, Business and Financial
Affairs

Airgas USA, LLC

By: 

~~Thomas M. Scott~~
Government Bid Specialist

JOHN ARDOLANO
President

Date 4/26/2017

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 461-4112

Michael J. Grant Campus
1001 Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 461-4110

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500



Office of Legal Affairs

May 26, 2016

Ms. Laurie Sterner
Government Sales and Administration Manager
Airgas USA, LLC
6990A Snowdrift Road
Allentown, PA 18106

Re: Agreement with Suffolk County Community College
Rental of Gas Packs (19-CC-014)

Dear Ms. Sterner:

Suffolk County Community College is exercising its option to renew the Agreement with Airgas USA, LLC for one year, beginning **June 29, 2016 through June 28 2017**, on the same terms and conditions as the original Agreement, attached.

Please indicate your approval by signing the original of this letter and returning it to the attention of:

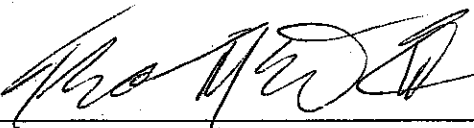
Kathryn S. Mattia
Senior Legal Secretary
Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL-230
Selden, NY 11784-2899

Thank you.

Very truly yours,

Gail Vizzini
Vice President, Business and
Financial Affairs

Airgas USA, LLC
FID # 45-3153734

By:  6/6/16
Laurie Sterner Date

Government Sales and
Administration Manager

THOMAS M. SCOTTA GOVERNMENT BID
SPECIALIST

Suffolk County Community College promotes intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities, and improves society.

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

SUFFOLK COUNTY COMMUNITY COLLEGE

Agreement

TO: Laurie Sterner
Government Sales and Administration Manager
Airgas USA, LLC ("Contractor")
6990A Snowdrift Road
Allentown, PA 18106

FROM: Gail Vizzini
Vice President Business and Financial Affairs
Suffolk County Community College ("College")
533 College Road
Selden, NY 11784

DATE: June 9, 2015

RE: Agreement for Rental and Delivery of CO2 Cylinders to the Michael J. Grant campus on a monthly basis, in accordance with the bid terms, conditions and specifications, as more fully described in Attachment A, annexed hereto ("Services").

TERM: June 29, 2015 through June 28, 2016, with three (3) additional one-year options to renew

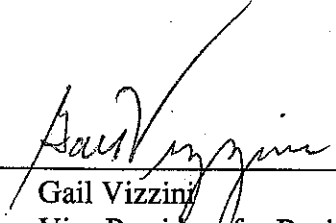
COST: As described in Attachment B, annexed hereto.

1. The amount specified above constitutes the full obligation of the College for the monthly rental of gas packs which include the specifications listed on Attachment A.
2. It is understood that you are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or your right, title, or interest herein, or your power to execute this contract, to any other person or corporation.
3. You warrant that you are not in arrears to the College or the County of Suffolk upon debt or contract and are not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.
4. It is expressly agreed that your status hereunder is that of an independent contractor. Neither you nor any person hired by you shall be considered an employee of the College or the County of Suffolk for any purpose.


5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by you to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.
6. If any term or provision of this contract is held invalid or unenforceable, the remainder of the agreement shall not be affected and shall remain in full force and effect.
7. It is understood that this instrument represents the entire agreement; that all previous understandings are merged herein; and that no modifications shall be valid unless so amended by written agreement.
8. You represent and warrant that you have not offered or given any gratuity to any official, employee or agent of Suffolk County or of 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 you have read and are familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
9. You represent and warrant that, unless exempt, you have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agree to file an updated statement with the said Comptroller on or before the 31st day of January in each year of the Agreement's duration. You acknowledge 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.
10. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, policies of insurance, as follows:
 - a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence; and
 - b. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law section 108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this license for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

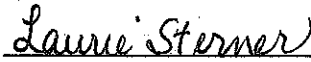
If the above terms and conditions are acceptable, please sign where indicated and return three (3) originals as soon as possible to:

Suffolk County Community College
Office of Legal Affairs, NFL-230
533 College Road
Selden, NY 11784-2899

Approved:  Date: JUN 17 2015
Gail Vizzini
Vice President for Business
and Financial Affairs

Approved as to Legality:


Louis J. Petrizzo
College General Counsel


Laurie Sterner
Airgas USA, LLC
FID # 45-3153734

Date: 06/18/15

Date: 6/12/15

ATTACHMENT A

BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late Bids will NOT be accepted. (b) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (c) Bidders MUST state Manufacturer's name and catalog number of each item bid on, as appropriate. (d) ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid. (e) Purchases made by the College are not subject to State or Local Sales Taxes or Federal Excise Taxes. (f) The College is not subject to any existing "FAIR TRADE AGREEMENT" and Bidders should be governed accordingly. (g) Any Manufacturer offering prices for equipment or supplies (disposables), MUST agree to sell parts and service for their equipment currently owned or leased by the College or acquired as a result of this bid, directly to the College. This provision applies even if this bid is for supplies only. (h) When applicable, Vendor shall submit documentation to the College, prior to delivering the product, indicating a "Class A" Fire Rating and New York State Department of State Compliance Numbers, in accordance with "NAPPA 101" and New York State Fire Prevention Code, Part 772 (NYSOOS Number). Products delivered without prior approved certification will be rejected, and the Vendor shall be responsible for all costs associated with their return. (i) All work performed must be in compliance with all rules and regulations stated by OSHA, Local, State, Federal or any other regulatory agencies. (j) On repair Agreements, Vendor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition. (k) All Vendor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable Electrical Codes and safety requirements, and must adhere to them. (l) All parts supplied must match the designated equipment, and must be in accordance with the specifications of the Manufacturer of the part to be replaced. (m) Except as otherwise specified, all contractual requirements will be performed at the College site, as required. (n) Any requirement to remove any part of the equipment or system(s) to Vendor's shop must be approved by an authorized College representative. The College shall supply all utilities which are available on location insofar as compatibility requirements permit. (o) All requirements performed by the Vendor will be subject to inspection and approval by an authorized designated representative of the College. (p) Employees of the Vendor while on service call shall carry identification badges or cards and shall be instructed to submit same to scrutiny upon request by the Office of Public Safety or supervisory personnel of the College.
2. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
3. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.
4. Bidder declares that the bid is made without any connection with any other Bidder submitting a bid for the same items, and is in all respects fair and without collusion or fraud.

Bid Title: Rental of Gas Packs

5. **INDEPENDENT CONTRACTOR** The Contractor is an independent contractor of the College or County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a College or County employee, (ii) commit the College or County to any obligation, or (iii) hold itself, himself, or herself out as a College or County employee or Person with the authority to commit the College or County to any obligation. As used in any Agreement awarded as a result of this bid the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
6. **BIDDERS' EXCEPTIONS** Bidders may take exception to paragraphs of this bid under a separate cover letter to be attached to this bid, indicating specific bid page, paragraph, and the exception(s). The Director will consider whether or not to accept a Bidder's exception(s). In any event, the decision of the Director will be final.
7. **DETAILED SPECIFICATIONS** Proposals submitted hereunder shall be in accordance with detailed specifications set forth on bid pages or as attached and made part hereof. Such specifications are representative of the type of item(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if, in his opinion, the item(s) offered can satisfy the needs of the Using Department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.
8. **PRICES** The provisions of the New York State Fair Trade Law (Fald-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the College.
9. **REDUCTION IN PRICES** If an award is made, the Vendor agrees, should prices be reduced to the general trade during the term of the agreement, the College shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Vendor to notify the College of such price reductions.
10. **NEW YORK STATE PRICES** Bidders must represent and warrant that if they are under contract with New York State for items specified herein that the price, per unit, quoted to the College, therefore, is not higher than the price, per unit, quoted to New York State for like quantities.
11. **APPROXIMATE QUANTITIES** The estimated usage quantities or estimated annual dollar value, when indicated, are merely estimates based on experience or anticipated usage and are given for information purposes only. The College will NOT be compelled to order any amount of any respective item. Agreements, however, shall be for the quantities actually ordered by the College during the period specified.
12. **SPECIFICATIONS** If Bidder is offering an "Equal" item, Bidder is to submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a Manufacturer's catalog description, brand name or number in any Agreement resulting therefrom shall not be construed as qualification of the specifications of this bid or relief there from except as specifically stated in the Agreement.

Bid Title: Rental of Gas Packs

13. **EQUIVALENT BIDS** Bidders may offer equipment of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a Manufacturer, brand, make or catalog designation in specifying items described herein does not restrict Bidders from offering equivalent bids. Such a designation is used to indicate the character, quality and performance equivalence desired. However, acceptance of an equivalent product will be strictly at the discretion of the College. Furthermore, proof and/or demonstration of equivalence, compatibility and performance shall be incumbent upon the Bidder.
14. **PRODUCT IDENTIFICATION** If a product is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each Bidder warrants that the substitute product being offered is an equal. Bid Sheets shall be so noted with the Manufacturer's name and brand of the product offered as an equal. If, as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Vendor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in the bid or an acceptable equal which will have the approval of the Director.
15. **PROTECTION FROM CLAIM AGAINST "OR EQUAL"** In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of "equal or better" or "or equal", the successful Bidder agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the College free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
16. **ALTERNATE BIDS** If the Bidder wishes to offer an alternate to the specified item(s), s/he may do so, provided that s/he clearly indicates that the item(s) offered is an alternate and does not represent the alternate to be an equivalent, and further provided he accompany the alternate offer with full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.
17. **SHIPPING CHARGES** All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The College acknowledges that if an emergency shipment (overnight, Saturday Delivery, etc.) is required and requested by the Using Department, such shipping charges would be paid by the Using Department on a "Prepay Shipping Charges and Add To Claim" basis.
18. **SURETY** In the event that an award is made hereunder, the Director reserves the right to require Successful Bidder to post, within one week, security for faithful performance, with the understanding that whole or any part thereof may be used by the College/County to rectify any deficiency that may arise from any default on the part of the Successful Bidder. Such security must meet all the requirements of the College General Counsel and must be approved by the College General Counsel.
19. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made obsolete by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidder's risk and expense.

Bid Title: Rental of Gas Packs

20. **AWARD** (a) The College reserves the right before making an award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the College, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the College, the Successful Bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment purposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the College may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the College to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid. (b) Awards will be made to the lowest responsible Bidder or on the basis of best value, in accordance with the College's Procurement Policy. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery. (c) The College reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College will be served. (d) Unless otherwise indicated herein, the College reserves the right to make award by items, by classes, by groups of items, or as a whole, or, in appropriate circumstances, to award to multiple bidders.
21. **DELIVERIES** Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the College, or failure to make replacement of rejected articles when so requested immediately or as directed by the College, the College may purchase from other sources to take the place of the item rejected or not delivered. The College reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the College for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
22. An order may be canceled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
23. When in the determination of the College, the articles or equipment delivered fail to meet College specifications or, the Vendor consistently fails to deliver as ordered, the College reserves the right to cancel the order and purchase the balance from other sources at Vendor's expense.
24. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
25. The College will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the College will govern.

Bid Title: Rental of Gas Packs

26. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks. The containers remain the property of the College unless definitely stated otherwise in the bid.
27. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The College will note for the benefit of the Vendor when packages are not received in good condition.
28. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.
29. **WARRANTY** (a) Generally. The successful Bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the College, other than defects or failure shown by the Vendor that have arisen solely from accident or abuse occurring after delivery to the College, and agrees to replace any parts, which, in the opinion of the user, shall fail from the above reasons. (b) Different Warranty Period. If a company policy or trade practice requires a different warranty period, the Bidder may so state without fear of disqualification. However, the Bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award. (c) OSHA. Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1979.
30. **REPLACEMENT PARTS** If the requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, such components must match and inter-member without modification to the equipment and systems indicated.
31. **EXPIRATION DATING** All products shipped must have a minimum of one (1) year expiration dating from the date of delivery to the College. For products that have less than one (1) year expiration dating from time of manufacture, the longest possible expiration dating must be supplied to the College.
32. **ADDITIONAL ITEMS** Additional items of the same or similar manufacture or additional services related to the specifications and requirements stated herein may be added by an amendment to the Agreement, provided that such items or services do not or are not expected to exceed the statutory limit of \$1,000.00 in any Agreement period.
33. Deliveries are subject to reweighing at destination by the College and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
34. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.

Bid Title: Rental of Gas Packs

35. ACCOUNTING PROCEDURES; RECORDS. Vendor shall maintain and retain, for a period of seven (7) years following the later of termination of or final payment under any Agreement awarded as a result of this bid, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually, pertinent to performance under the Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the College, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of the Agreement.

End of Section I

BID REQUIREMENTS

1. Intent:

Suffolk County Community College seeks informal bids from Vendors to rent and deliver CO2 cylinders to the College on a monthly basis.

2. Award:

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

3. Term of Agreement:

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

4. Prices:

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

5. Payment Terms:

For each month in which vendor performs work under the contract, Vendor shall prepare and present a monthly invoice to Suffolk County Community College, Accounts Payable Department attention Salvatore Arnold (NFL Building, 533 College Road, Selden, NY 11784). Payment will be made within thirty (30) days after approval by the College. Invoice must reference the order number and be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and prices. Cash discount terms, where applicable, must be indicated on the invoice. By submitting an invoice, vendor 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 Vendor unpaid.

6. Deficient Service Procedure:

The Vendor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Vendor and/or his employees, the College shall so notify the Vendor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Vendor does not correct the deficient services after receipt of written notification, the College will deduct a percentage based on the work not performed or performed unsatisfactorily from the Vendor's claim for the period covered. If the Vendor continues to omit or unsatisfactorily perform the

Bid Title: Rental of Gas Packs

required services, the College will arrange for the work to be done by another Vendor and the cost of such work shall be deducted from any monies due or that may become due to the Vendor.

7. Disclaimer:

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

8. Specifications:

The College will order CO2 cylinders with a capacity of 180 liters each on a regular basis. The typical order will not exceed eight (8) per month. Deliveries shall be within forty eight (48) hours of the order being placed and shall be made between the hours of 6:00 AM and 2:00 PM. The delivery location is the Michael J. Grant Campus located at 1001 Crooked Hill Road, Brentwood NY 11717. The College shall have the option to elect same day delivery at the price bid in Section III, Price Item No. 4.

Cylinders shall have a CGA320 valve fitting and a capacity of 180 liters. All cylinders shall have a valid test date and must be filled at the Vendor's facility. Rental charges shall include all servicing and maintenance.

9. Site Visit:

N/A

ATTACHMENT B**COST**

Bidders shall provide the following pricing:

- | | | |
|---|------------------|--------------|
| 1. Monthly Rental | \$ <u>25.00</u> | Per Cylinder |
| 2. Cylinder XL-50 CO2, 180 Liter Fill | \$ <u>87.00</u> | Per Cylinder |
| 3. Delivery and Hazmat Charge | \$ _____ | Per Delivery |
| 4. Delivery and Hazmat Charge for Same Day Delivery | \$ <u>215.00</u> | Per Delivery |