

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Buxton Medical Equipment Corp. d/b/a Buxton USA ("Contractor") entered into an Agreement on October 31, 2022 wherein Contractor agreed to provide maintenance and service of Buxton Model 2 Cage/Rack and Bottle Washer; and

WHEREAS, the term of the Agreement was from November 1, 2022 through October 31, 2023;

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


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

- 1) The term of the Agreement shall be extended for one (1) year for the period beginning **November 1, 2023 through October 31, 2024**;
- 2) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.
- 3) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties.

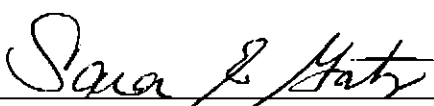
IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the latest date written below.

Buxton Medical Equipment Corp.
d/b/a Buxton USA
FID #: 11-3640198

Suffolk County Community College

By: 
Tara L. Newman
Operations Manager

Digitally signed by Tara L. Newman
DN: cn=Tara L. Newman, o=Buxton USA,
ou=Operations Manager,
email=tara@buxtonusa.com, c=US
Date: 2023.10.18 15:42:27 -0400

By: 
Sara E. Gorton, CPA
Interim Vice President for Business and
Financial Affairs

Date: 10/18/2023

Date: 10/19/23

**SUFFOLK COUNTY COMMUNITY COLLEGE
AGREEMENT**

TO: Tara L. Newman
Operations Manager
Buxton Medical Equipment Corp. (“**Contractor**”)
d/b/a Buxton USA
1178 Route 109
Lindenhurst, NY 11757-1004

FROM: Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College (“**College**”)
533 College Road
Selden, NY 11784-2899

RE: Agreement for quarterly maintenance and service of Buxton Model 2 Cage / Rack and Bottle Washer, in accordance with the bid terms, conditions and specifications, as more fully described in Attachment A, annexed hereto (“**Services**”).

TERM: **November 1, 2022 through October 31, 2023**, with two (2) additional one-year renewal options to be exercised at the College’s sole and absolute discretion.

COST: Shall be as set forth in Attachment B, annexed hereto.

1. The costs specified in Attachment B constitute the full obligation of the College for quarterly maintenance and service of Buxton Model 2 Cage / Rack and Bottle Washer, as specified in Attachment A, annexed hereto and made a part of this Agreement.
2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation.
3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is 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 Contractor’s status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor 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 Contractor 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 instrument 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 mutual written agreement.
8. Contractor represents and warrants that it has 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 Contractor has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
9. Contractor represents and warrants that, unless exempt, it has 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 agrees 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. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.
10. The Contractor agrees that it shall protect, indemnify and hold harmless the College and its 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 its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College'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.
11. **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

12. **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).

13. 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, **naming Suffolk County Community College and The County of Suffolk as additional insureds**; 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 by email as soon as possible to Kathryn S. Mattia mattiak@sunysuffolk.edu Suffolk County Community College, 533 College Road, Selden, New York 11784.


Approved:  Date: 10.31.2022
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

APPROVED AS TO LEGALITY
Suffolk County Community College


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

Date: 10/31/2022

Buxton Medical Equipment Corp.
d/b/a Buxton USA
FID # 11-3640198
Tel.: (631) 957-4500


By: Tara L. Newman
Operations Manager

Digitally signed by Tara L Newman
DN: cn=Tara L Newman, o=Buxton
USA, ou=Operations Manager,
email=tara@buxtonusa.com, c=US
Date: 2022.10.31.11:22:05 -04'00'

Date: 10/31/2022

ATTACHMENT A
BID TERMS AND CONDITIONS

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

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

14. **PRODUCT IDENTIFICATION** If a product is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each Bidder warrants that the substitute product being offered is an equal. Bid Sheets shall be so noted with the Manufacturer's name and brand of the product offered as an equal. If, as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Vendor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in the bid or an acceptable equal which will have the approval of the Director.
15. **PROTECTION FROM CLAIM AGAINST "OR EQUAL"** In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of "equal or better" or "or equal", the successful Bidder agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the College free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.
16. **ALTERNATE BIDS** If the Bidder wishes to offer an alternate to the specified item(s), s/he may do so, provided that s/he clearly indicates that the item(s) offered is an alternate and does not represent the alternate to be an equivalent, and further provided he accompany the alternate offer with full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.
17. **SHIPPING CHARGES** All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The College acknowledges that if an emergency shipment (overnight, Saturday Delivery, etc.) is required and requested by the Using Department, such shipping charges would be paid by the Using Department on a "Prepay Shipping Charges and Add To Claim" basis.
18. **SURETY** In the event that an award is made hereunder, the Director reserves the right to require Successful Bidder to post, within one week, security for faithful performance, with the understanding that whole or any part thereof may be used by the College/County to rectify any deficiency that may arise from any default on the part of the Successful Bidder. Such security must meet all the requirements of the College General Counsel and must be approved by the College General Counsel.
19. **SAMPLES** Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made obsolete by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidder's risk and expense.
20. **AWARD** (a) The College reserves the right before making an award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the College, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the College, the Successful Bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment purposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the College may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the College

to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid. (b) Awards will be made to the lowest responsible Bidder or on the basis of best value, in accordance with the College's Procurement Policy. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery. (c) The College reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College will be served. (d) Unless otherwise indicated herein, the College reserves the right to make award by items, by classes, by groups of items, or as a whole, or, in appropriate circumstances, to award to multiple bidders.

21. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the College, or failure to make replacement of rejected articles when so requested immediately or as directed by the College, the College may purchase from other sources to take the place of the item rejected or not delivered. The College reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the College for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
22. An order may be canceled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
23. When in the determination of the College, the articles or equipment delivered fail to meet College specifications or, the Vendor consistently fails to deliver as ordered, the College reserves the right to cancel the order and purchase the balance from other sources at Vendor's expense.
24. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
25. The College will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the College will govern.
26. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks. The containers remain the property of the College unless definitely stated otherwise in the bid.
27. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The College will note for the benefit of the Vendor when packages are not received in good condition.
28. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

29. **WARRANTY** (a) Generally. The successful Bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the College, other than defects or failure shown by the Vendor that have arisen solely from accident or abuse occurring after delivery to the College, and agrees to replace any parts, which, in the opinion of the user, shall fail from the above reasons. (b) Different Warranty Period. If a company policy or trade practice requires a different warranty period, the Bidder may so state without fear of disqualification. However, the Bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award. (c) OSHA. Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1979.
30. **REPLACEMENT PARTS** If the requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, such components must match and inter-member without modification to the equipment and systems indicated.
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 \$2,000.00 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.
35. **BIDDER'S SEXUAL HARASSMENT POLICY:** By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has 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.
36. **COLLEGE SEXUAL HARASSMENT POLICY:** Bidder's 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>

End of Section I

SECTION II

BID REQUIREMENTS

1. **Intent:**

Suffolk County Community College (College) is seeking to engage the services of a qualified Contractor to provide quarterly maintenance and services on its Buxton Model 2 Cage/Rack and Bottle Washer used by the Veterinary Science Department, in accordance with the requirements defined herein.

2. **Bid Submission Instructions:**

Bids are due by the bid submission due date and time of **October 6, 2022 at 11:00 AM**. **The College retains the right to reject late bids.**

Bid can be submitted by one of the following methods:

- Emailed to menons@sunysuffolk.edu
- Mailed to the following address:

Suffolk County Community College
Procurement Office
533 College Road
Selden, NY 11784

- Dropped off in the drop box set up to receive bids

Instructions for drop-off and overnight mailing are provided below. **Bid envelope must reference the Name and Address of Bidder, Bid Number, Title, and Bid Opening Date and Time.**

DROP BOX SUBMISSION

The College has set up a drop box by the Public Safety Booth for the purpose of physically dropping off bid submissions. The Public Safety Booth is located at the College entrance off College Road on Washington Ave. **All bids being physically dropped off shall be submitted by 11:00 AM to this drop-box.** If the Contractor is waiting on line at 11:00 AM to drop off their bid, the Contractor will be allowed to drop off the bid. If Contractor is not on line as of 11:00 AM and a bid is brought for drop-off after this time, it will be strictly rejected without exception.

Upon arrival at the College, bidder shall approach the Public Safety Booth at the bid drop off checkpoint, and drop the bid in the box.

OVERNIGHT DELIVERY

Alternatively, Contractors are welcome to send the bid in using overnight mail. Please note that overnight delivery service carriers have different schedules when coming on Campus, as do the College's mailroom services. Below are the timelines in which overnight deliveries are made to the College's mailroom by various carriers:

FedEx: **10:30 AM** for Priority Packages
 3:00 PM for Standard Overnight Packages

UPS: There is no scheduled delivery time. However, the carrier offers next day overnight

shipping for **10:30 AM** or 12:00 PM.

USPS: The Post Office does not make deliveries to the College. The College's mailroom staff makes two pickups per day, at **7:00 AM** and **3:00 PM**, to collect mail and deliveries from the Post Office.

Please ensure bids that are mailed, are done so in sufficient time to reach the College's mailroom, undergo processing, and then be delivered to the Procurement Office by the bid submission due date and time. The College will not be responsible for bid packages that are misdirected due to above-indicated information missing from the bid mailing envelope, resulting in bids not being received by the Procurement Office in a timely fashion.

3. **Award:**

The College reserves the right to accept or reject any and all bids. Award, if any, will be made to the responsive and responsible low Bidder, who, in the opinion of the College, meets the specifications stated herein, and submits the lowest Annual Maintenance Fee. 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.

4. **Term of Agreement:**

Period covered shall be for one (1) year from the date of an award with two (2) one-year renewal options to be exercised at the College's sole and absolute discretion. The terms of each option shall be as mutually agreed upon by both parties.

5. **Prices:**

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

6. **Payment Terms:**

Contractor shall prepare and present an invoice to:

Suffolk County Community College,
Accounts Payable Department
Attn: Sal Arnold
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, Contractor certifies that all items or services were delivered or rendered as set forth on the invoice; that the prices charged are in accordance with the referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County/College is exempt are included. Incomplete invoices will be

returned to the Contractor unpaid.

7. **Deficient Service Procedure:**

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

8. **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.

9. **E-Procurement:**

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

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

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

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

10. Specifications:

The College requires the Contractor to provide quarterly maintenance and services for its Buxton Model 2 Cage/Rack and Bottle Washer (Serial No. 319280-1) located in Paumonok Hall, Sanitization Room in the Animal Care Facility.

The annual expenditure under this contract shall not exceed \$20,000.

MINIMUM REQUIREMENTS

- Contractor shall have been in business under the same name for the past 5 years providing maintenance and repair services of similar scope and complexity identified herein for the equipment owned by the College.

A. QUARTERLY MAINTENANCE SERVICES:

The Contractor shall provide preventative maintenance services for the Buxton Model 2 Cage/Rack and Bottle Washer used by the Veterinary Science Department four (4) times a year on a quarterly basis. The College Department will reach out to the Contractor to schedule the preventive maintenance visits, which will typically occur in November, February, May, and August. Maintenance will be completed within the first 21 days of each month indicated.

Each preventative maintenance visit shall include:

- complete assessment of the unit
- Any necessary repairs, adjustments, or replacement of worn parts
- Lubrication
- labor involved in repairing or replacing worn parts
- Service Report

The quarterly maintenance services shall not include work on or material for, service lines, shutoff valves, disconnect switches, or fitting furnished or installed by other than the manufacturer of said equipment. These services, if authorized by the College, shall be billed at the appropriate billable hourly rates reflected in Section III – Bid Prices.

The Contractor shall provide a completed Maintenance Report to the department for approval/signature. The Report shall include:

- date of service
- description of service provided, including replacement of all worn parts
- name and signature of service technician
- location of equipment
- make, model and serial number for each equipment that passed inspection
- description of all noted deficiencies and suggested corrective action
- labor hours, if any, expended for repair services for each equipment outside of maintenance requirements
- parts required, if any, for each equipment outside of those necessitated under the maintenance requirements.
- signature of authorized College representative certifying the indicated services were performed

If at the time of maintenance, Contractor identifies repairs outside of those covered under the basic maintenance, but necessary for the optimal operation of the equipment, Contractor may be required to provide a cost estimate at no additional cost to the College for said repairs inclusive of a description of the work proposed. Upon written approval from the College to commence with repairs, Contractor shall perform any and all necessary repairs, and replacing all parts requiring replacement. Repair services will be paid based on the applicable hourly rate identified in Section III – Bid Prices, under 2. Billable Hourly Labor Rates for Repair Services.

If, during the course of services, Contractor discovers that any of the equipment does not meet operating standards, the Contractor shall submit to the College appropriate supporting documentation indicating that the equipment is no longer operable and needs to be disposed of.

B. REPAIR SERVICES:

On an as-needed basis, the Contractor may be required to provide repair services for the unit identified in this bid. Repair services shall be scheduled during normal business hours, and set for a mutually convenient time.

When performing repair services, Contractor will be reimbursed based on the billable hourly for the appropriate title performing the work, as identified in Section III – Bid Prices.

- (i) The Contractor shall provide repair services on an as-needed basis to enable the College to maintain its equipment in fully operational condition.
- (ii) The Contractor may be required to perform same day emergency repair services on the equipment that resulted from the wear or breakdown from normal use.
- (iii) If, for some reason, the repair cannot be performed immediately, Contractor shall work with the requesting Department to schedule the repair as soon as possible.
- (iv) In the event equipment must be removed from College premises for repair or diagnoses, the Contractor must obtain prior approval from the College department. The Contractor shall be responsible for pickup and delivery to and from the College premises at no additional cost to the College.
- (v) Upon completion of repair, the Contractor shall notify the College to schedule a delivery date and time. Under no circumstances shall equipment removed from College premises be kept by the Contractor longer than five (5) working days, unless the Contractor has obtained prior written permission from the College department.
- (vi) Contractor may be required to submit a budget cost estimate at no cost to the College before any work is started. Contractor shall begin work only after written approval from the College.
- (vii) Contractor shall be reimbursed for repair services beginning at the time when the service technician begins the actual repair services on the equipment and ends when the repair work stops for each day the Contractor is on site. The Contractor will not be compensated for any travel time.
- (viii) The College assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval by the College department managing the equipment.
- (ix) This agreement includes replacement of all parts that become worn or inoperable, or that otherwise affects the equipment's operability in any way. The parts replacement also includes all safety equipment needed to operate the equipment.
- (x) Parts shall be billed at the Contractor's certified cost plus ten percent (10%). Contractor certified

cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer's invoice. Receipts for any shipping must be provided if paid outside of the manufacturer's invoice, and will be paid at direct cost.

- (xi) The Contractor shall generate and provide to the College, a Service Report following completion of the repair which details, the issues identified, the specific work completed, and any parts/material used in completing the work.
- (xii) The College will retain the right to purchase repair part(s) independently. The College assumes no responsibility and will not reimburse the Contractor for parts that were ordered or installed prior to the written approval from the College. The parts shall also be identified on the Service Report that is generated after the repair service. Invoices will only be paid if accompanied by the Service Report approved by the College department.

C. GENERAL REQUIREMENTS:

Normal working hours are 8:00 AM to 3:00 PM Monday through Friday. Work shall be performed during normal working hours. No overtime shall be authorized under this contract.

The Contractor shall provide the College with the name and contact information of the Contractor's staff who will be servicing the College's account. In addition, Contractor shall provide an emergency phone number for the College to use in the event of any unanticipated repair services.

Contractor shall respond to non-emergency service calls within twenty four (24) hours of notification, and respond to emergency service calls within four (4) hours.

Contractor shall acquaint himself with conditions found at the site. In the event that there is a need to temporarily move and/or relocate equipment, Contractor shall assume responsibility for the placement and reinstallation of the equipment and systems in the appropriate locations in working order.

Contractor's personnel shall have all the tools and equipment necessary to perform the required work. The College will not pay for any rental or replacement expenses associated with the necessary tools or equipment required to perform the work.

Contractor shall maintain an adequate level of inventory of new, original manufacturer's parts and materials to ensure prompt repairs on a short notice. Contractor shall use the most up-to-date materials being manufactured. No obsolete materials will be allowed. All parts shall be new and must be equal or better than the original equipment. Rebuilt parts may be used only with prior approval of the College. Only factory-built replacement parts will be accepted. All materials used in the installation shall be of the highest quality and shall be free from any and all defects. The College reserves the right to furnish parts and materials if deemed to be in the best interest of the College. All parts replaced under this contract shall become the property of the College and shall be left at the site unless directed otherwise by an authorized representative of the College.

Contractor shall perform work so as to cause the least inconvenience to the College and with proper consideration to other contractors or workmen. Contractor shall properly supervise the work being performed at the College and shall perform repairs and services as promptly and expeditiously as possible. The College reserves the right to assign its personnel to assist contractor's technicians.

Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor's staff is responsible.

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

Except for emergency work, Contractor may be required to submit a budget cost estimate before any work is started. Cost estimates shall be provided by the Contractor within two (2) business days at no cost to the College. Submission of a cost estimate does not guarantee that College will move forward with the estimated work. The College may choose to not move forward with the projects due to funding or other planning changes. Cost estimates shall be prepared in a manner consistent with the pricing structure of the contract which includes the following:

- Labor hours required to complete the work
- Billable Hourly Rate
- Anticipated parts and materials with associated cost, and mark-up of 10%
- Shipping costs associated with the purchasing of parts by the Contractor will be reimbursed at direct cost with no mark-up

If the College moves forward with the repair(s), compensation will be based on actual time spent on the job multiplied by the Technician's Billable Hourly Rate reflected in Section III – Bid Price.

For emergency work, Contractor may be required to submit a budget estimate within forty eight (48) hours of the work being started.

Parts used when performing repairs services shall be billed at the Contractor's certified cost plus ten percent (10%). Contractor certified cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer's invoice. Receipts for any shipping must be provided if paid outside of the manufacturer's invoice.

No travel time will be paid to the Contractor. Payments will be made only for time on the job.

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
- Reference equipment make, model, and serial # on which work was completed
- Copy of service ticket that clearly and legibly reflects the arrival and departure times on the date(s) the Contractor's personnel was on site to perform the services. Service ticket must include the countersignature of the College's representative from the Department that requested the service under the specific PO. The service ticket shall be the basis for payment, and service ticket(s) not submitted in a timely fashion will result in payments being held up.
- Should repair work need to be completed on the Contractor's site, provide a summary for the labor spent on each job which includes the following:
 - Name of Employee(s)
 - Date(s) each employee performed work
 - Identify by date, the start and end times the Contractor's employee(s) work on the College's equipment.
- Service Report. Invoices will only be paid when accompanied by the completed/approved service

report prepared as indicated herein.

- Description of the actual work that was completed
- Manufacturer's invoice for materials/parts
- Receipts for shipping, if applicable and paid outside of the manufacturer's invoice

All labor shall be guaranteed for a period of one (1) year from the date of acceptance. All parts shall be guaranteed for a minimum of ninety (90) days or in accordance with the manufacturer's warranty, if greater than ninety (90) days.

Under this contract, subcontracting is not permitted without the prior written authorization of the College. If so authorized, the Contractor will be compensated for all services provided with its own forces or by a subcontractor in accordance with Section III – Bid Prices with no additional mark-up.

The award of the contract to the successful bidder does not grant the Contractor exclusive rights to all jobs. The College reserves the right to bid separately any job if it is determined to be in the College's best interest. If such a situation arises, the contracted vendor has the right to bid on all such jobs.

11. **Site Visit:**

N/A

12. **COVID-19 Safety Protocols**

The Bidder awarded the contract 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).

End of Text for Attachment A

**ATTACHMENT B
 COST**

Bidder shall submit and indicate that the following information has been submitted with its bid:

- (1) The primary contact who shall be the contract liaison with the College;**
- (2) Documentation demonstrating that the technician(s) assigned to the College’s account is authorized to perform quarterly maintenance inspections and services on the equipment specified herein.**

Following the College’s verification of the calculations, award, if any, will be made to the lowest responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Annual Maintenance Fee. **If the College determines that any of the bid prices submitted under any of the categories below are unbalanced, the College reserves the right to deem the bid non-responsive.**

Please note that pricing for all line items must be filled in. Failure to do so may deem the bid invalid and ineligible for award.

All prices must be all inclusive, and include all labor, materials, tools, equipment, fuel and transportation, any administrative tasks such as billing, and report writing, as well as the Contractor’s profit and overhead, necessary to complete the required services. No travel time will be paid. The College will not reimburse the Contractor for any additional costs (i.e., mileage, tolls, telephone calls, etc.) beyond the amounts indicated in this Section III – Bid Prices.

The College will not reimburse the Contractor for any additional costs beyond the amounts indicated in this Section III – Bid Prices.

Materials: shall be billed at the Contractor’s certified cost plus ten percent (10%). Contractor certified cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer’s invoice. Receipts for any shipping must be provided if paid outside of the manufacturer’s invoice.

I. Quarterly Maintenance Inspections

Bidders shall multiply the “Quarterly Inspections” by the “Quarterly Maintenance Fee” to calculate the Annual Maintenance Fee.

<u>Description of Equipment</u>	<u>Quarterly Inspections</u>	<u>Quarterly Maintenance Fee</u>	<u>Annual Maintenance Fee</u>
Buxton Model 2 Cage Washer	4	\$ 373.12	\$ 1492.48

II. Billable Hourly Rates for Repairs

The "Estimated Weighted Percent of Work Per Year" of each title reflected in the Billable Hourly Straight Time Rate section has been established to assign greater weight to the titles and locations more heavily used, and to make a determination of low bid.

The "Estimated Weighted Percent of Work Per Year" for each title reflected in the following table are based on historical data. The actual utilization of title and location of work may vary depending on the actual needs of the College during the contract term.

Bidders shall multiply the "Estimated Weighted Percent of Work Per Year" by the "Billable Hourly Rate" to calculate the "Extended Labor Rate." The sum of the Extended Labor Rates shall be the "Total Extended Labor Rate."

Upon contract award, the College will typically require services to be performed during normal working hours as identified in the bid document, and will compensate the Contractor in accordance with the Billable Hourly Rate set forth in Section III – Bid Prices.

<u>Title</u>	<u>Estimated Weighted Percent of Work Per Year</u>	<u>Billable Hourly Rate</u>	<u>Extended Labor Rate (Estimated Weighted Percent of Work Per Year x Billable Hourly Rate)</u>
Technician	0.8	\$ 175	\$ 140.00
Emergency Service Technician	0.15	\$ 250	\$ 37.50
PLC/HMI Programming	0.05	\$ 400	\$ 20
TOTAL EXTENDED LABOR RATE			\$ 197.50

End of Text for Attachment B