

**SUFFOLK COUNTY COMMUNITY COLLEGE
AGREEMENT**

TO: David Seiler
Account Executive
Gershow Recycling Corporation (“**Contractor**”)
71 Peconic Avenue
Medford, NY 11782

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 the pick-up of scrap metal accumulated by the Advanced Manufacturing Training Center and the HVAC Department located on the Michael J. Grant Campus, in accordance with the bid terms, conditions and specifications, as more fully described in **Attachment A**, annexed hereto (“**Services**”).

TERM: **November 25, 2022 through November 24, 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 the pick-up of scrap metal accumulated by the Advanced Manufacturing Training Center and the HVAC Department located on the Michael J. Grant Campus, 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**

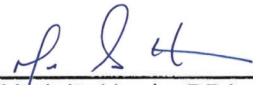
Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, 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:

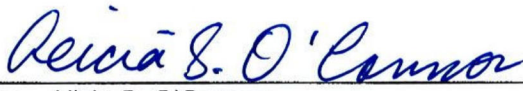
- a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence, **naming Suffolk County Community College and The County of Suffolk as additional insureds**; 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 mattia@sunysuffolk.edu Suffolk County Community College, 533 College Road, Selden, New York 11784.

SUFFOLK COUNTY COMMUNITY COLLEGE

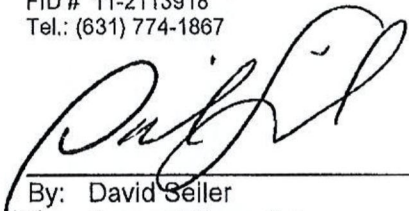
Approved:  Date: 11.29.2022
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

APPROVED AS TO LEGALITY
Suffolk County Community College


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

Date: 11/29/2022

Gershow Recycling Corporation
FID # 11-2113918
Tel.: (631) 774-1867


By: David Sella
Account Executive

Date: 11/22/2022

ATTACHMENT A

BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. (b) Bids must be received by the Procurement Office on or before the specified bid opening date and time. (c) Prices **MUST** be inserted with typewriter or ink. Entries with white-out or cross-outs **MUST** be initialed or that entry may be disqualified. (d) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (e) Bidders should retain one (1) copy of bid forms and applicable attachments.
2. 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.
3. **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).
4. **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.
5. **DETAILED SPECIFICATIONS** Proposals submitted hereunder shall be in accordance with detailed specifications set forth on bid pages or as attached and made part hereof.
6. The College reserves the right to cancel this solicitation and reject any and all offers, when it is in the public interest to do so.
7. **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:**

The intent of this bid is to identify a qualified Contractor who will purchase scrap metal from the College in accordance with the requirements defined herein.

2. **Bid Submission Instructions:**

Bids are due by the bid submission due date and time of **September 30, 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. The College will make one award to the Contractor that, in the College’s opinion, meets the specifications and qualifications stated herein, and submits the highest Total Bid Price. 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:

Pricing for the various metals shall be based on the scrap metal prices posted in American Metal Market on the day of pick-up plus the bid amounts per pound for the applicable metal.

6. Payment Terms:

The successful Bidder shall make payment to the College via certified check or money order payable to Suffolk County Community College. Cash or personal check will not be accepted. Payments shall be made out to Suffolk County Community College and submitted to the College within 15 calendar days of pick up.

Certified checks or money orders in connection with the pickups made from the Advanced Manufacturing Training Center, and the HVAC Department shall be mailed to the appropriate individuals as identified below:

Advanced Manufacturing Training Center	HVAC Department
Laura Galletta	Matthew Gannotta
Advanced Manufacturing Training Center	HVAC Department
Room 130B, Sally Ann Slacke Corporate Training Center	Room 109, Workforce Development Technology Center
Michael J. Grant Campus	Michael J. Grant Campus
Suffolk County Community College	Suffolk County Community College
1001 Crooked Hill Road	1001 Crooked Hill Road
Brentwood, NY 11717	Brentwood, NY 11717

AMM Pricing and receipts must be attached to the checks.

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.

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. 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 request any service.

9. **E-Procurement:**

Not applicable

10. **Specifications:**

The College's Advanced Manufacturing Training Center requires seven (7) open-top 55 gallon drums for scrap metal to dispose of various types of scrap metal that regularly accumulates from the Welding Program and the CNC Machine Operator Program on the Michael J. Grant Campus. Scrap metal will consist of steel, aluminum and occasionally stainless steel and brass. The Advanced Manufacturing Training Center will distinguish the barrels per scrap metal material.

Drums must be provided by the Contractor free of charge. There must be seven (7) open-top 55 gallon drums on site at all times for the Advanced Manufacturing Training Center, which shall be placed in lab 110 of the Workforce Technology Center building located on the Michael J. Grant Campus, 1001 Crooked Hill Road, Brentwood NY 11717. In addition, there shall be five (5) open-top 55 gallon drums placed at a mutually agreeable and convenient location for the HVAC Department's needs.

The College may request additional drums as needed. At the time the new need is identified, the College will advise the Contractor of the location where the drum needs to be dropped off. Contractor shall drop-off any new drums at the site identified by the College within five business days of notification.

College will typically require services four (4) times per year from the Advanced Manufacturing Training Center, and once (1) per year from the HVAC Department. The College reserves the right to modify the frequency of the pick-ups based on usage and need. Contractor shall pick up the full drums within five business days of telephone notification by the personnel at the Advanced Manufacturing Training Center and HVAC Department. When responding to a service call, Contractor shall pick up the full drums and replace them with empty drums before leaving the site. Pick-up and exchange of the drums will take place at the bay door of the Advanced Manufacturing Training Center. There is no access to a loading dock or hydraulic lift at this location. Contractor shall have the necessary equipment to load and unload both empty and full drums without any assistance from the College. Vendor shall provide a receipt at the time of pick-up.

For the purposes of this contract, a gross ton shall be defined as 2,240 pounds. The College reserves the right to have a representative present when the scrap is weighed.

Payments shall be made out to Suffolk County Community College and submitted to the College within 15 calendar days of pick up. The checks for the appropriate pick-ups shall be sent to the individual identified

under item 5- Payment Terms reflected herein. In addition, when submitting checks to the College, each check must be accompanied by a copy of the associated receipts for each load of the specific metals at the time of pick up, including the following:

1. The date of pick-up
2. The weight identified on a certified scale on the date of pick-up for the following metals:
 - i. Stainless Steel
 - ii. Aluminum
 - iii. Brass
 - iv. Aluminum Sheet Metal
 - v. Aluminum Bx Wire
 - vi. Tin Sheet Metal
 - vii. Bare Copper Pipe
 - viii. Insulated Copper Wire
3. Screen prints of the American Metal Market pricing for each metal effective on the date of pick-ups.

Under this contract, subcontracting is not permitted without the prior written authorization of the College.

11. **Site Visit:**
N/A

End of Section II

End of Text for Attachment A

ATTACHMENT B COST

Bidder shall submit and indicate with a checkmark, that the following items have been submitted with their bid:

- i. Name and contact information of its primary contact who shall be the contract liaison with the College.

Bidders are to submit a per pound bid price for each type of scrap metal that will be added to or subtracted from the AMM prices as indicated below. **Bidder must submit the AMM pricing from September 29, 2022.** Contract pricing shall be based on scrap prices posted in American Metal Market (AMM) effective on the day of the pick-up, and the price per pound to be added or subtracted from AMM Pricing for each metal submitted by the successful bidder.

1. **STEEL:** \$/Pound to be added to/subtracted from (indicate + or -) the No.2 bundles – Consumers, Philadelphia Market Price effective on the date of pick-up for any kind of iron/ferrous material.
2. **STAINLESS STEEL:** \$/Pound to be added to/subtracted from (indicate + or -) the American Metal Market Price effective on the date of pick-up for scrap, stainless, 304 solids, clips
3. **ALUMINUM:** \$/Pound to be added to/subtracted from (indicate + or -) the American Metal Market Price effective on the date of pick-up for scrap, aluminum, old sheet and cast
4. **BRASS/COPPER:** \$/Pound to be added to/subtracted from (indicate + or -) the American Metal Market Price effective on the date of pick-up for yellow brass solids
5. **TIN:** \$/Pound to be added to/subtracted from (indicate + or -) the No.2 Bundles Philadelphia effective on the date of pick-up for any kind of iron/ferrous material.

Bidders shall multiply the “Estimated # of Pounds Per Year” by the sum of the “Price Per Pound to be added to or subtracted from AMM Pricing” and the “Price Per Pound from AMM Pricing on September 29, 2022” to calculate the “Extended Bid Price.” The estimated number of pounds per year reflected in the table below are estimates only based on the College’s historical collection. The College does not guarantee that this is the amount of pounds that will be collected.

The final Total Bid Price amount shall be the sum of the Extended Bid Prices for all the metals listed in the table below. Upon verification of all calculations, award, if any, will be made to the responsive and responsible bidder who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the highest Total Bid Price amount. Upon contract award, Contractor will use the sum of “Price Per Pound to be added to or subtracted from AMM Pricing” and the “Price Per Pound from AMM Pricing on the date of Pick-Up” for the respective metal categories identified below, for collections conducted under the Agreement.

<u>Metal Type</u>	<u>(A) Estimated # of Pounds Per Year</u>	<u>(B) Price Per Pound to be added to or subtracted from AMM Pricing (+ / -)</u>	<u>(C) Price Per Pound from AMM Pricing on September 29, 2022</u>	<u>Extended Bid Price (A x (B+C))</u>
(MIXED) STEEL	14,750 Lbs	\$ -.06	\$.1275	\$995.63
STAINLESS STEEL	75 Lbs	\$ 0	\$.35	\$ 26.25
ALUMINUM	480 Lbs	\$ 0	\$.35	\$ 168.00
BRASS	75 Lbs	\$ 0	\$ 1.72	\$ 129.00
Sheet Metal - Aluminium	70 Lbs	\$ 0	\$.35	\$ 24.50
Aluminum BX Wires	10 Lbs	\$ 0	\$.35	\$ 3.50
Sheet Metal – Tin	70 Lbs	\$ -.06	\$.1275	\$ 4.73
Bare Copper Pipe	70 Lbs	\$ 0	\$ 1.72	\$ 120.40
Insulated Copper Wire	70 Lbs	\$ 0	\$.72	\$ 50.40
TOTAL BID PRICE				\$ 1,522.40

End of Text for Attachment B