

**SUFFOLK COUNTY COMMUNITY COLLEGE
AGREEMENT**

TO: Monet Rabbu
Chief Financial Officer
LBR Scientific, Inc. ("**Contractor**")
79 Hackensack Street
East Rutherford, NJ 07073

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 Contractor to provide maintenance and repair services on autoclave units the College owns on all three campuses, in accordance with the bid terms, conditions and specifications, as more fully described in **Attachment A**, annexed hereto ("**Services**")

TERM: **April 15, 2023 through April 14, 2024**, with two (2) 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 maintenance and repair services on the College's autoclave units, 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.

SUFFOLK COUNTY COMMUNITY COLLEGE

Approved:  Date: 04.04.2023
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

APPROVED AS TO LEGALITY
Suffolk County Community College

LBR Scientific, Inc.
FID # 22-2874421
Tel.: (800) 473-0039


By: Alla Brodsky
College Deputy General Counsel


By: Monet Rabbu
Chief Financial Officer

Date: 4/3/2023

Date: 3/30/2023

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:**

Suffolk County Community College requires the services of a reliable, experienced, and qualified firm to provide maintenance and repair services on autoclave units at the College.

2. **Bid Submission Instructions:**

Bids are due by the bid submission due date and time of **January 27, 2023 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 lowest responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest cost of quarterly preventative maintenance per Campus. Bidders may submit a bid for one or more campuses. The College will evaluate the bid responses for each Campus location and reserves the right to award up to three (3) contracts, one for each Campus, based on the lowest cost of quarterly preventative maintenance for each Campus. If the College determines that the bid prices submitted under any of the categories below are unbalanced, the College reserves the right to deem the bid non-responsive. The award will be in the form of a contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

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, at the time of contract renewal, 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:**

For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to:

Suffolk County Community College,
Accounts Payable Department
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.

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:**

Suffolk County Community College requires the Contractor to provide maintenance and repair services on autoclave units located at the College's three Campus locations identified below.

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

I. MINIMUM REQUIREMENTS

1. Contractor shall have been in business for the past 5 years providing maintenance and repair services on autoclave units.

II. SERVICES

Contractor shall provide maintenance and on-call repair services for the equipment listed herein. The list of equipment currently at the College are provided under Exhibit 1 at the end of this Section II – Bid Requirements

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

A. PREVENTIVE MAINTENANCE:

The College requires four (4) preventative maintenance visits per year. Preventative maintenance shall be conducted in September, December, March, and June.

During each scheduled maintenance visit, a technician shall carry out the necessary procedures appropriate for each piece of equipment to ensure that it is in optimal operating condition.

College department will reach out to the Contractor to schedule the preventive maintenance visits. Contractor shall not come on site unless the visit has been scheduled by the appropriate College Department. The College reserves the right to reject any and all invoices for work that is performed without the approval and pre-schedule by the College.

Typically, preventive maintenance visits will be scheduled during normal working hours.

Each preventative maintenance visit must include but not be limited to the following:

- complete inspection of the unit
- any repairs, adjustments, lubrication and labor involved in repairing or replacing worn parts
- service report.

If, during the course of services, Contractor discovers that any of the equipment does not meet operating standards and can't be repaired, the Contractor shall submit to the College appropriate supporting documentation indicating that the equipment is no longer operable and needs to be disposed of. Contractor shall be responsible for giving immediate notice to the College of any condition that may present a hazard to either the equipment or users of the equipment.

Within a maximum of two (2) business days following the successful completion of the preventative maintenance service, the Contractor shall provide a complete Preventative Maintenance Service Report to the department for approval/signature. This report shall include at a minimum:

- (i) date and times when service was performed
- (ii) itemized list of equipment that has been serviced as part of the repair service call including the make, model and serial number, as well as location of each equipment on which work was performed
- (iii) description of the general condition of the equipment
- (iv) detailed description of the work that was completed for each equipment under the specific service call on the identified dates and times, including if applicable, replacement of any worn parts;
- (v) the parts and materials that were used in the completion of the work.
- (vi) the number of hours utilized to complete the work during each identified date and time;
- (vii) description of all noted deficiencies, and suggested corrective action or any recommendations for additional service for the equipment
- (viii) repairs and parts deemed to be necessary/required for each equipment if any, outside of those necessitated under the preventative maintenance and inspection service requirements.
- (ix) name and signature of service technician
- (x) signature of authorized College representative certifying that the services identified in the report were performed

Contractor will be compensated for preventative maintenance based on the pricing established in Section III - Bid Prices. The pricing for preventative maintenance of the equipment identified in Exhibit 1 shall be all inclusive, with the exception of parts necessary to perform any repairs included under the preventative maintenance service.

Any part(s) needed to complete service will be reimbursed at the Contractor's certified cost plus a 10% mark-up over cost. Contractor must show proof of the cost by supplying a copy of the supplier's invoice for the materials purchased. Receipts for any shipping must be provided if paid outside of the supplier's invoice. The College reserves the right to furnish materials. In the event the College supplies the materials, the Contractor will not be entitled to any additional reimbursement related to the parts.

Parts provided by the Contractor as part of the repair services under this Agreement shall be new, factory manufactured, or of equivalent quality. The Contractor shall maintain an adequate supply and/or be able to obtain, within a reasonable amount of time, all necessary replacement parts in order to perform repairs. 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.

For any repairs that are required outside of those included with the maintenance service, Contractor shall prepare and provide to the College a cost estimate as described in III-Repair Services herein.

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

- (i) The Purchase Order number under which work was being performed
- (ii) Preventative Maintenance Service Report
- (iii) Manufacturer's invoice for materials/parts
- (iv) Receipts for shipping, if applicable and paid outside of the manufacturer's invoice
- (v) Subcontractors' invoices, if any

B. REPAIR SERVICES:

On an as-needed basis, the Contractor may be required to provide repair services for the units identified in this bid. College will notify the Contractor when these services are required. Repair services shall be scheduled during normal business hours, and scheduled for a mutually convenient time.

- (i) Contractor shall provide emergency repair work within one (1) business day of notification, and commence non-emergency and normal repair work within two (2) business days of notification. 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.
- (ii) Except for emergency work, Contractor shall submit a budget cost estimate before any work is started. Cost estimates must be provided within 2 business days of Contractor assessment of the unit and necessary work, and shall be provided at no cost to the College. Contractor shall begin repair work only after written approval from 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 repair. 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
- Number of technicians allocated for the specific service
- Billable Hourly Rate as established under the contract

- Subcontractor proposals, if applicable, with a maximum mark-up of 10%
- 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

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

- (iii) If the College moves forward with the work, the Contractor shall be reimbursed in accordance with Section III – Bid Prices, and based on the actual time spent on the job by the technician multiplied by the technician’s billable hourly rate established under the contract. Contractor shall be reimbursed for repair services beginning at the time when the 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.**
- (iv) Contractor shall commence any such work only after the appropriate College representative issues an authorization to proceed with the repair, and the Contractor receives a Purchase Order (PO) for the repairs from the College. 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.
- (v) In the event that the equipment or component of the 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 the pickup and delivery to and from the College premises at no additional cost to the College.
- (vi) Upon completion of repair, the Contractor shall notify the College to schedule a delivery date and time. Under no circumstances shall the equipment or any component of the equipment be 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.
- (vii) Repair Service Report: Within two (2) days of completion of the work, Contractor shall submit a Repair Service Report to the Department representative that placed the service call, which includes at a minimum:
 - date and times when service was performed
 - itemized list of equipment that have been serviced as part of the repair service call including the make, model and serial number, as well as location of each equipment on which work was performed
 - description of the general condition of the equipment
 - detailed description of the work that was completed for each equipment under the specific service call on the identified dates and times, including if applicable, replacement of any worn parts;
 - the parts and materials that were used in the completion of the work.
 - the number of hours utilized to complete the work during each identified date and time;
 - description of all noted deficiencies, and suggested corrective action or any recommendations for additional service for the equipment
 - name and signature of service technician
 - signature of authorized College representative certifying indicated services were performed
- (viii) Any part(s) needed to complete service will be reimbursed at the Contractor’s certified cost

plus a 10% mark-up over cost. The parts replacement also includes all safety equipment needed to operate the equipment. Contractor must show proof of the cost by supplying a copy of the supplier's invoice for the materials purchased. Receipts for any shipping must be provided if paid outside of the supplier's invoice. The College reserves the right to furnish materials. In the event the College supplies the materials, the Contractor will not be entitled to any additional reimbursement related to the parts.

- (ix) Parts provided by the Contractor as part of the repair services under this Agreement shall be new, factory manufactured, or of equivalent quality. The Contractor shall maintain an adequate supply and/or be able to obtain, within a reasonable amount of time, all necessary replacement parts in order to perform repairs. 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.

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

- (i) The Purchase Order number under which work was being performed
- (ii) 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. 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. **A copy of the service ticket also shall be submitted to the Department that submitted the request for service.**
- (iii) Number of labor hours for the number of technicians approved by the User Department, along with the billable hourly rate for repair services as reflected in Section III – Bid Prices
- (iv) Repair Service Report
- (v) Manufacturer's invoice for materials/parts
- (vi) Receipts for shipping, if applicable and paid outside of the manufacturer's invoice
- (vii) Subcontractors' invoices, if any

C. GENERAL REQUIREMENTS:

Normal working hours are 8:00 AM to 4:00 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.

The College reserves the right to assign its personnel to assist contractor's technicians.

Upon arrival to the Campus to perform work, Contractor shall report to the office requesting service to sign-in on the daily log, and upon completion of the work for the day and prior to departure from the campus, report back to the same office to sign out on the daily log. At the time of signing in, Contractor's personnel shall indicate in the log book the building locations and equipment that will be serviced, as well as the specific service (i.e. general maintenance, troubleshooting, repairs), that is being performed. In addition, Contractor shall generate a service ticket that reflects the arrival time, the departure time, building and equipment serviced and submit the service ticket to the office requesting the service.

All labor shall be guaranteed for a period of one (1) year from the date of acceptance. All parts and materials 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 is allowed to add up to a ten percent (10%) mark-up to the invoice from the sub-contractor. Sub-contractor(s)'s invoice must be presented to the College at the time of submission of payment request.

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:

NA

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).

EXHIBIT 1
LIST OF EQUIPMENT

The following is the list of equipment at each of the campus locations:

AMMERMAN CAMPUS

- Consolidated Autoclave Model SSR-3A-ADVPB Sterilizer. Serial Number 011212
Location: Smithtown Science Building, Room T26, Suffolk County Community College, 533 College Rd, Selden, NY 11784.
- Getinge Sterilizer, Model: 533 LS E - Serial: URA053183
Location: William J Lindsey Life Science Bldg., Room 206, Suffolk County Community College, Ammerman Campus, 533 College Road, Selden, NY 11784

MICHAEL J. GRANT CAMPUS

- Buxton Model 8200-25 Sterilizer; Electro-mechanical, RH 20 KW, ABlowS. Serial # 994170-1
Location: Sagtikos Building, Room 248, Suffolk County Community College, 1001 Crooked Hill Rd, Brentwood NY 11717.

EASTERN CAMPUS

- Primus Sterilizer, Model PSS-5-A-MESD, Serial #17411, Rating: 120 volts, 60Hz, 10 amps. Sussman Electric Boiler Model ES24AC3-PRI, 24kW. Serial number SS-88047
Location: Shinnecock Building, Room 213, Suffolk County Community College, 121 Speonk-Riverhead Rd, Riverhead, NY 11901.

End of Section II

End of Text for Attachment A

ATTACHMENT B
COST

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

- (1) Copy of documentation demonstrating bidder's relevant experience for a minimum of five (5) years providing maintenance and repair services on autoclave units.
- (2) The name and contact information of the primary contact who shall be the contract liaison with the College.

Award, if any, will be made to the lowest responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the **lowest Total Cost Per Campus for Quarterly Preventative Maintenance**.

For the Ammerman Campus, the "Total Cost Per Campus for Quarterly Preventative Maintenance" is the sum of the "Cost Per Unit for Quarterly Preventative Maintenance" for the two units located at the Ammerman Campus.

If the College determines that the bid prices submitted under any of the categories below are unbalanced, the College reserves the right to deem the bid non-responsive.

| CAMPUS | DESCRIPTION OF UNIT | COST PER UNIT FOR QUARTERLY PREVENTATIVE MAINTENANCE | TOTAL COST PER CAMPUS FOR QUARTERLY PREVENTATIVE MAINTENANCE | BILLABLE HOURLY LABOR RATE FOR REPAIR SERVICES |
|------------------|---|--|--|--|
| Ammerman | Consolidated Autoclave Model SSR-3A-ADVPB Sterilizer. Serial Number 011212 | \$ 324 /Quarter | \$ 648 /Quarter | \$ 180 /HR |
| | Getinge Sterilizer, Model: 533 LS E - Serial: URA053183 | \$ 324 /Quarter | | |
| Michael J. Grant | Buxton Model 8200-25 Sterilizer; Electro-mechanical, RH 20 KW, ABlowS. Serial # 994170-1 | \$ 324 /Quarter | \$ 324 /Quarter | \$ 180 /HR |
| Eastern | Primus Sterilizer, Model PSS-5-A-MESD, Serial #17411, Rating: 120 volts, 60Hz, 10 amps. Sussman Electric Boiler Model ES24AC3-PRI, 24kW. Serial number SS-88047 | \$ 324 /Quarter | \$ 324 /Quarter | \$ 180 /HR |

End of Text for Attachment B