

Suffolk

COUNTY COMMUNITY COLLEGE

OFFICE OF LEGAL AFFAIRS

October 6, 2021

Vinny Rienzie
President
Professional Fitness Systems, Inc.
P.O. Box 1104
Miller Place, NY 11764

Re: Agreement with Suffolk County Community College
Maintenance and Repair Services on Gym Equipment (25-CC-115)
Renewal, eff. October 27, 2021

Dear Mr. Rienzie:

Suffolk County Community College is exercising its option to renew the above-referenced Agreement for one (1) year, beginning **October 27, 2021 through October 26, 2022**.

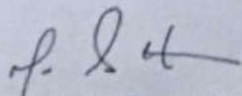
Additionally, the Agreement shall be amended to include the following provision:

- 1) **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).
- 2) All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

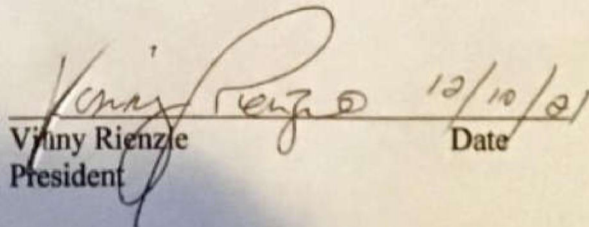
Please indicate your approval by signing a copy of this letter and returning it via email to Kathryn S. Mattia at mattiak@sunysuffolk.edu, Suffolk County Community College, Office of Legal Affairs, NFL-230, 533 College Road, Selden, New York 11784.

Sincerely,

Professional Fitness Systems, Inc.



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



Vinny Rienzie
President

12/10/21
Date

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

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

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

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

SUFFOLK COUNTY COMMUNITY COLLEGE

AGREEMENT

TO: Vinny Rienzie
Owner/President
Professional Fitness Systems, Inc. ("Contractor")
P.O. Box 1104
Miller Place, NY 11764

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: Maintenance and Repair Services on Gym Equipment located at the Michael J. Grant and Eastern Campuses, in accordance with the bid terms, conditions and specifications, as more fully described in ATTACHMENT A, annexed hereto.

TERM: **October 27, 2020 through October 26, 2021**, with four (4) additional one-year options to renew, 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 herein constitute the full obligation of the College for the maintenance and repair of gym equipment located at the Michael J. Grant and Eastern Campuses, as specified in ATTACHMENT B, 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 Agreement, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation, except upon the College's prior written consent.
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:

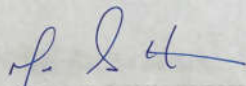
Civil Rights Compliance Officers

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, NY 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, NY 11784
walkerd@sunysuffolk.edu
(631) 451-4051

12. 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.

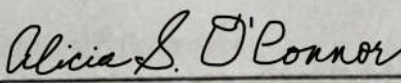
If the above terms and conditions are acceptable, please sign where indicated and return as soon as possible by email to Kathryn S. Mattia mattiak@sunysuffolk.edu, Office of Legal Affairs, NFL-230, 533 College Road, Selden, New York 11784-2899.

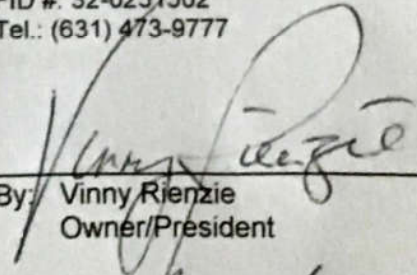
Approved: 
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Date: 9/25/20

APPROVED AS TO LEGALITY

PROFESSIONAL FITNESS SYSTEMS, INC.
FID #: 32-0251502
Tel.: (631) 473-9777


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


By: Vinny Rienzie
Owner/President

Date: 09/25/2020

Date: 9/25/20

ATTACHMENT A

SECTION I

BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late Formal 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. (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 (NYS DOS 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 VI) 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. Extension of Use: This Contract may be extended to additional States or Government Jurisdictions upon mutual written agreement between the College and the Vendor. Political Subdivisions and other authorized entities within each participating State or Government Jurisdictions may also participate in this Contract if authorized by applicable law. The College reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Vendor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law to participate in this Contract which are in compliance with the pricing, terms, and conditions contained herein. Any

unilateral limitations or restrictions imposed by the Vendor and/or Manufacturer on eligible Authorized Users will be grounds for cancellation of the Contract. If a Contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Vendor.

36. 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 and 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.
37. 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 reliable, and experienced Contractor to provide the necessary maintenance and repair services on the gym equipment located on the Michael J. Grant Campus and the Eastern Campus.

2. **Bid Submission Instructions:**

In order to meet the directive from New York Governor Andrew Cuomo to reduce workforce density in light of the COVID-19 health emergency, all campuses of Suffolk County Community College remain closed to all students and to the public, and entry onto all campuses is restricted.

Bids must be mailed to the following address. Bids attempted to be delivered in person will be rejected.

Suffolk County Community College
Procurement Office
NFL Building Rm 16
533 College Road
Selden, NY 11784

Bids are due by **June 2, 2020 at 11:30 AM**. The College retains the right to reject late bids.

Bids must be signed in ink and received at the above address on or before the bid opening date and time.

Bid envelope **must** reference the Name and Address of Bidder, Bid Number, Title, and Bid Opening Date and Time. Bidder must complete and include with its bid, the forms provided in Section V – Forms and Legal Appendices.

In accordance with NY Executive Orders 202.11, 202.14 and 202.28, the opening and reading aloud of bids received by the College will not be open to the public. However, the public may view the bid-opening remotely via a live stream, accessible at:

<https://sunysuffolk.webex.com/sunysuffolk/j.php?MTID=m495e1d76e375ba8423d109a8cfb5fdcc>

3. **Award:**

Award, if any, will be made to the lowest responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Billable Hourly Rate. The award shall be in the form of 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 four (4) one-year renewal options to be exercised at the College's sole and absolute discretion. The term 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:**

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
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 VI 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:**

I. **MINIMUM REQUIREMENTS**

1. Contractor shall have been in business under the same name for the past 5 years providing the services required under this bid.
 - Contractor shall have all necessary equipment, and competent technicians to perform the required services. Technicians assigned to the College's account must be familiar with the equipment identified herein, and be able to perform services on the equipment. It is the College's preference that the Contractor's personnel attended training on properly completing maintenance and repairs. In this case, the Contractor shall provide documentation demonstrating completion of training.
 - Contractor shall submit with their bid, the name and contact information of a representative assigned to the College's account who will be available on an as-needed basis 24 hours a day, 7 days a week.

II. SERVICES

Suffolk County Community College requires the services of reliable, and experienced Contractor to provide the necessary maintenance and repair services on the College's gym equipment located at the below Campus locations:

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

The list of the equipment currently at the College is included as Exhibit 1, at the end of this Section II – Bid Requirements. However, the equipment may change due to new purchases of equipment and/or disposal of existing obsolete equipment. The College reserves the right to add and/or delete any equipment from this list.

A. PREVENTATIVE MAINTENANCE SERVICE

Contractor will be required to perform annual preventative maintenance services for all items listed in Exhibit 1 at the end of this Section II – Bid Requirements the request of the College. It is anticipated that the preventative maintenance will be performed on-site every three (3) months, at the beginning of September, December, March, and June.

College will reach out to the Contractor to schedule the maintenance visits. Contractor shall not come on site unless the visit has been scheduled by the appropriate College Department. Typically, preventive maintenance visits shall be scheduled and shall take place between the hours of 7:00 am and 2:00 pm. 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.

Within two days following the completion of the maintenance visit, Contractor shall submit a report describing the general condition of the equipment and any recommendations for additional service, repairs and parts that is deemed to be necessary.

For any repairs that are required outside of those included with the maintenance service, Consultant shall prepare and provide to the College a cost estimate at no additional charge to the College. The cost estimate shall include information on the cost of the additional work and/or parts needed. 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.

When submitting requests for payment of such repair work, Contractor shall submit documentation in accordance with the instructions provided under bullet III. General Requirements.

Each preventative maintenance visit must include the following:

- 1) For all equipment types:
 - a. Inspection of the unit, repairs, adjustments, lubrication
 - b. Check all nuts, bolts and other fasteners; tighten where required
 - c. Check all bushings, fittings and weldments
 - d. Check all wires, cables and contact points
 - e. Check all seats and pads for wear. If worn out or ripped, replace
- 2) For all treadmills:
 - a. Inspect motor compartment
 - b. Check D.C. motor brushes
 - c. Check drive belt(s)
 - d. Check front and rear rollers
 - e. Check running belt and deck
 - f. Lubricate deck surface in accordance with manufacturer's specifications.
 - g. Check and calibrate, if necessary, elevation components
- 3) For all universal type and single station weight machines:
 - a. Inspect clean and lubricate chains and guide rods
 - b. Inspect cables, weight plates and pads
- 4) For all upper body cycles:
 - a. Inspect primary and secondary drives, tension assembly and electronic components
 - b. Inspect, clean and lubricate chains
- 5) For all stair simulators:
 - a. Check belts resistance and electronic components
 - b. Clean and lubricate chain fittings
- 6) For all ski simulators:
 - a. Inspect, adjust and lubricate rails, rollers and bearings
 - b. Inspect tension controls
 - c. Check display, if any
- 7) For all bikes:
 - a. Inspect primary chains or belts, friction belt, electronic and control boards, flywheel, primary and secondary drives

Contractor will be compensated for preventative maintenance based on the billable hourly rate in accordance with the Section III - Bid Prices. The billable hourly rate for preventive maintenance of each equipment identified in Exhibit 1 shall be all inclusive, with the exception of parts necessary to perform any repairs included under the preventive 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's 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. The College reserves the right to furnish parts and materials if deemed to be in the best interest of the College. In the event the College supplies the

materials, the Contractor will not be entitled to any additional reimbursement related to the parts.

B. REPAIR SERVICES

The College may also require repair services on an as-needed basis. College will notify the Contractor when these services are required.

Contractor shall be equipped to respond to a service call within two (2) business days of notification by the College. If, for some reason, a repair cannot be performed immediately, Contractor shall work with College's requesting department to schedule and complete the repair as soon as possible. Non-emergency services shall be scheduled during normal business hours which are defined as 7:00 am to 2:00 pm, Monday through Friday.

Contractor shall submit a budget cost estimate to the appropriate College Office at no additional cost before any work is started. All cost estimates shall be provided by the Contractor at no cost to the College. 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 as established under this Agreement
- Anticipated parts and materials with associated cost, and mark-up of 10%
- Any approved sub-contracting services with its 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

Submission of a cost estimate does not guarantee that College will move forward with the estimated work.

When performing repair services, the Contractor shall be reimbursed in accordance with the Billable Hourly Labor Rate as reflected in Section III – Bid Prices, for the actual time spent on the job. Any parts and materials needed to complete the repairs shall be billed at Contractor's certified cost plus a 10% mark up over cost. Contractor's 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. The College reserves the right to furnish parts and materials if deemed to be in the best interest of the College. In the event the College supplies the materials, the Contractor will not be entitled to any additional reimbursement related to the parts.

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.

III. GENERAL REQUIREMENTS

The Contractor shall assign a company representative to the College who will work on the College's account under the contract and who will be available on an as-needed basis. The Contractor shall provide the College with contact information for the representative and update this information promptly throughout the contract term.

Normal working hours are 7:00 AM to 2:00 PM Monday through Friday. Work shall be performed during normal working hours. No overtime shall be authorized under this contract.

The College assumes no responsibility for any work commenced by the Contractor without prior written approval from the College in the form of a Purchase Order, and will not reimburse the Contractor for any such non-emergency work performed.

Contractor shall have the necessary service staff, tools, and equipment to provide the required services in a timely manner. The College will not pay for any rental or replacement expenses associated with the necessary tools or equipment required for normal use. Contractor shall be responsible for satisfactory functioning of all equipment provided. The equipment shall be the responsibility of the Contractor and Contractor shall maintain the equipment in accordance with manufacturer recommendations, current editions of Federal, State and all other applicable local codes, including all applicable safety and health codes and College requirements.

Contractor shall acquaint himself with conditions found at the site and shall assume responsibility for placing and installing the appropriate equipment and systems in the required locations.

The College reserves the right to assign its personnel to assist Contractor's staff if it is deemed to be in the best interest of the College.

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. 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 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.

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.

In addition, 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.

Upon arrival to the Campus to perform work, Contractor's personnel shall report to the Department that placed the call for service, and provide a service ticket that reflects the arrival time. Once work is completed, the service ticket must be updated to reflect the departure time. Service ticket must be countersigned by the College representative.

The Daily Service tickets shall be the basis for payment for work performed on the College's premises. Service tickets or invoices not submitted in a timely fashion will result in payments being held up.

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 daily service tickets which reflects the information identified below. Daily service tickets must be signed by an authorized representative of the College and a legible copy of the signed ticket must be left with the signer, and this shall be the basis for payment. Service tickets not submitted in a timely fashion will result in payments being held up. The following shall be included when submitting requests for payment:

- The Purchase Order number under which work was being performed
- Specify time of arrival AND departure of each employee and include daily sign in tickets
- Reference building on campus where work was completed
- Description of the actual work that was completed
- Manufacturer's invoice for parts
- Sub-contractors' invoices
- Supporting documentation for equipment costs

Parts used when performing maintenance and 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.

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 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:**
N/A

EXHIBIT 1
LIST OF EQUIPMENT

EASTERN CAMPUS

<u># of Units</u>	<u>Equipment</u>	<u>Description</u>
1	PRECOR BIKE	RBK885
4	PRECOR OLYPTICAL	EFX885 p30
3	PRECOR TREADMILL	TRM 811 p30
1	PRECOR REAR DEL/PEC FLY	DSL0505
1	PRECOR DIVERGING LOW ROW	DSL 0324
1	PRECOR CONVERGING SHOULDER PRESS	DSL 0515
1	PRECOR DIVERGING LAT PULL DOWN	DSL 0314
1	PRECOR ABDOMINAL/BACK EXTENSION	C028es
1	PRECOR ROTARY TORSIA	DSL 0315
1	PRECOR TRICEPS EXTENSION	DSL 0208
1	PRECOR BICEP CURL	C003ES
1	PRECOR CONVERGING CHEST PRESS	DSL 0414
1	PRECOR INNER/OUTER THIGH	C008ES
1	PRECOR SEATED CALF EXTENSION	DSL 0623
1	PRECOR SEATER LEG CURL	C007ES
1	PRECOR LEG PRESS	DSL0602
1	ASSAULT FITNESS AIR ROWER	Assault Air rower elite
2	PRECOR BENCH PRESS	DBR 0408
1	PRECOR INCLINE BENCH PRESS	DBR 0410
1	PRECOR OLYMPICS SQUAT RACK	DBR 0608
2	PRECOR MULTIPLE ADJUSTABLE BENCH	DBR 0119
1	PRECOR MULTIPURPOSE BENCH	DBR 0116

MICHAEL J. GRANT CAMPUS EQUIPMENT

<u># of Units</u>	<u>Equipment</u>	<u>Description</u>
2	CYBEX ADJUSTABLE FLAT TO 80	CYB-AFB 5435
1	CYBEX ADJ DECLINE BENCH	CYB-ADB-5445
1	CYBEX UTIL BENCH/PRESS CHAIR	CYB-MPSC_5520
1	CYBEX LEG RAISE CHAIR	CYB-ALR-5530
1	CYBEX 45 DEGREE BACK EXT	CYB-ABE-5411
1	CYBEX FLAT BENCH	CYB-MP-5430
1	CYBEX KNEELING LEG CURL	CYB-PL/KLC 5240
1	CYBEX SMITH PRESS STATION	CYB-SMI-5341
1	CYBEX DEGREE CALF STATION	CYB-45C-5560
1	CYBEX SQUAT PRESS	CYB-PL/Sqt-5235
1	CYBEX OLYMPIC INCLINE BENCH	CYB-IB-5372
2	CYBEX OLYMPIC BENCH PRESS	CYB-OB-5362
1	CYBEX ROTARY CALF	CYB-RC/VR2 4620
1	CYBEX SEATED LEG CURL	CYB-SELC/SRL/VR2 4627
1	CYBEX LEG EXTENSION W/START	CYB-LES/SRL/VR2 4612
1	CYBEX SEATED LEG PRESS	CYB-LPRS/VR2 4605
1	CYBEX ARM EXTENSION	CYB-TRI/VR2 4540
1	CYBEX ARM CURL	CYB-ARM/VR2 4535
1	CYBEX SHOULDER PRESS FIXED	CYB-SP/VR2A 4526
1	CYBEX INCLINE PRESS FIXED AX	CYB-IP/VR2A 4511
1	CYBEX ROW/REAR DELT/DUAL AXI	CYB-Row/VR2 4520
1	CYBEX LAT PULL	CYB-LAT/VR2 4516
1	CYBEX CHESS PRESS/DUAL AXIS	CYB-CPS/VR2 4507
1	CYBEX HIP ADDUCTION	CYB-AD/VR2 4640
1	CYBEX HIP ADDUCTION	CYB-AB/VR2 4645
1	CYBEX LATERAL RAISE	CYB-LRS/VR2 4530
1	CYBEX SQUAT RACK WITH ADJ PEGS	CYB-PEG/ADJ 5571
2	CYBEX TANDEM CTR POST & DOME	CYBMOD-X-Post 5629
2	CYBEX SCOTT CURL STATION	CYB-P 5460
1	PRECOR SUPER SQUAT	624
2	PRECOR RBK	885
2	CYBEX CYCLONE	530C
2	PRECOR CFX	833
2	CYBEX ARC TRAINER	
1	PRECOR AMT12	885
3	PRECOR TREADMILL	TRM-811
2	PRECOR TREADMILL	TRM-731
1	CYBEX UPRIGHT BIKE	750C
1	CYBEX UPRIGHT BIKE	530C
1	CONCEPT 2 ROWER	

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 that bidder has been in business under the same name for the past 5 years providing the services required under this bid.
- (2) List of technicians who will be assigned to the College's account, and any documentation demonstrating that each technician has successfully completed training to perform maintenance and repair services on the equipment identified herein.
- (3) The primary contact who shall be the contract liaison with the College.

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

Maintenance and Repairs

Billable Hourly Labor Rate will be used to reimburse Contractor for all work performed. The Billable Hourly Labor Rate must be all inclusive, and include all travel time, fuel and transportation, any administrative tasks such as estimating, billing, and report writing, as well as tools and equipment, and any other overhead, necessary to complete the required services. Labor payment shall be only for time on the job site. **No travel time will be paid.**

Technician Billable Hourly Rate:

\$ 90.00

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.

End of Text for Attachment B