

OFFICE OF LEGAL AFFAIRS

June 28, 2023

VIA U.S. MAIL

Joseph Consalazio Owner The No Problem Drycleaner LLC ("Contractor") 1245-2 Middle Country Road Selden, NY 11784-2546

Re:

Agreement with Suffolk County Community College (25-CC-175)

Laundry, Dry Cleaning and Pressing Services Renewal No. 1, effective July 16, 2023

Dear Mr. Consalazio:

Suffolk County Community College is exercising its option to renew/extend the term of the above-referenced Agreement for one (1) year, beginning July 16, 2023 through July 15, 2024.

All other terms and conditions and cost of the original 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 11784-2899.

Thank you.

Sincerely,

The No Problem Drycleaner LLC

Sara E. Gorton, CPA

Sara & Hat

Interim Vice President for Business and Financial

Affairs

Jose

Joseph Øbnsalazi

Owne

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

Jul 7/21/2023

SUFFOLK COUNTY COMMUNITY COLLEGE

Contract No.: 25-CC-175

AGREEMENT

TO: Joseph Consalazio

Owner

The No Problem Drycleaner LLC ("Contractor")

1245-2 Middle Country Road

Selden, NY 11784

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 laundry, dry cleaning, and pressing services for

various departments at the Ammerman, Eastern and Grant campuses, and the Sayville Center, in accordance with the bid terms, conditions and specifications, as more fully

described in ATTACHMENT A, annexed hereto ("Services.")

TERM: July 16, 2022 through July 15, 2023, with two (2) additional one (1) year renewal

options to be exercised at the College's sole and absolute discretion.

COST: As set forth in **ATTACHMENT B**, annexed hereto.

 The costs specified herein constitute the full obligation of the College for the laundry, dry cleaning, and pressing services, 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.

Contract No.: 25-CC-175

- 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 polices:

Contract No.: 25-CC-175

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@sunvsuffolk.edu (631) 451-4950

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. **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).

If the above terms and conditions are acceptable, please sign where indicated and return by email to the attention of Kathryn S. Mattia mattiak@sunysuffolk.edu, Suffolk County Community College, Office of Legal Affairs, NFL-230, 533 College Road, Selden, NY 11784-2899.

07.07.2022 Mark D. Harris, DBA Vice President for Business and Financial Affairs

SUFFOLK COUNTY COMMUNITY COLLEGE Approved As To Legality

THE NO PROBLEM DRYCLEANER LLC FID #: 11-3352789 Tel.: (631) 732-9800

Alicia S. O'Connor College Deputy General Counsel

Date: 7/6/2022

By:

Joseph Consalazio Mary Leusley iv Owner 7/5/2011

ATTACHMENT A BID TERMS AND CONDITIONS

- 1. The following conditions apply to this bid: (a) Late bid submission will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. (b) Bids must be received by the Procurement Office on or before the specified bid opening date and time. (c) Prices MUST be inserted with typewriter or ink. Entries with white-out or cross-outs MUST be initialed or that entry may be disqualified. (d) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (e) Bidders should retain one (1) copy of bid forms and applicable attachments. (f) Bidders MUST state Manufacturer's name and catalog number of each item bid on, as appropriate. (g) ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid. (h) Purchases made by the College are not subject to State or Local Sales Taxes or Federal Excise Taxes. (i) The College is not subject to any existing "FAIR TRADE AGREEMENT" and Bidders should be governed accordingly. (j) Any Manufacturer offering prices for equipment or supplies (disposables), MUST agree to sell parts and service for their equipment currently owned or leased by the College or acquired as a result of this bid, directly to the College. This provision applies even if this bid is for supplies only. (k) When applicable, Vendor shall submit documentation to the College, prior to delivering the product, indicating a "Class A" Fire Rating and New York State Department of State Compliance Numbers, in accordance with "NAPPA 101" and New York State Fire Prevention Code, Part 772 (NYSDOS Number). Products delivered without prior approved certification will be rejected, and the Vendor shall be responsible for all costs associated with their return. (I) 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 unmutilated 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.

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- 30. REPLACEMENT PARTS If the requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, such components must match and inter-member without modification to the equipment and systems indicated.
- 31. EXPIRATION DATING All products shipped must have a minimum of one (1) year expiration dating from the date of delivery to the College. For products that have less than one (1) year expiration dating from time of manufacture, the longest possible expiration dating must be supplied to the College.
- 32. ADDITIONAL ITEMS Additional items of the same or similar manufacture or additional services related to the specifications and requirements stated herein may be added by an amendment to the Agreement, provided that such items or services do not or are not expected to exceed the statutory limit of \$2,000.00 in any Agreement period.
- 33. Deliveries are subject to reweighing at destination by the College and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
- 34. Reference is made to the Model Agreement attached (set forth in Section IV) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.
- 35. BIDDER'S SEXUAL HARASSMENT POLICY: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- 36. COLLEGE SEXUAL HARASSMENT POLICY: Bidder's are advised that the College's Sexual Harassment Policy can be accessed using the following link:

https://www.sunysuffolk.edu/legalaffairs/documents/equal-opportunity-anti-discrimination-policy.pdf

End of Section I

SECTION II BID REQUIREMENTS

1. Intent:

Suffolk County Community College (College) is seeking to engage the services of a qualified Contractor to provide laundry and dry cleaning services for various departments at the College.

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2. Bid Submission Instructions:

Bid can be submitted by one of the following methods:

- Emailed to menons@sunysuffolk.edu, and cc's to austinl@sunysuffolk.edu
- Mailed or delivered to the following address:

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

Instructions for hand delivery/drop-off and overnight mailing are provided below.

Bids are due by June 3, 2022 at 11:00 AM. The College retains the right to reject late bids.

HAND DELIVERY/DROP-OFF

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 dropbox.** 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 Officer at the bid drop off checkpoint, and drop the bid in the box.

- Bid envelope must reference the Name & Address of Bidder, Bid Number, Title, and Bid Opening Date and Time.
- Bid must be received at the above address on or before the bid due date and time. Bid must be signed in ink.

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.

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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:

Award, if any, will be awarded to the lowest responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Grand Total Bid Price amount. 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.

This contract will not require the Contractor to submit proof of insurance provided that the Contractor submits the form provided at the end of Section III – Bid Prices, named "Contractor's Assumption of Risk and Release."

4. Term of Agreement:

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

5. **Prices:**

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

6. Payment Terms:

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.

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7. Deficient Service Procedure:

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

8. **Disclaimer:**

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

9. **E-Procurement:**

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

Bidders identified for a contract award <u>will be required to register</u> 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). <u>The registration process must be completed before any purchase orders are issued</u>.

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

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

10. Specifications:

The College requires the Contractor to provide laundry, pressing, and dry cleaning services on a regular basis for its various departments located at the following locations:

- Ammerman Campus located at College Road, Selden NY 11784
- Michael J. Grant Campus, 1001 Crooked Hill Road, Brentwood, NY 11717
- The Sayville Downtown Center, 30 Greene Ave, Sayville, NY 11782
- Eastern Campus, 121 Speonk Riverhead Road, Riverhead NY 11901

If there is insufficient laundry for a particular week, the College may choose to forego services for said week without penalty. Other areas of the College not listed herein, may require and utilize laundry, pressing, and/or dry-cleaning services on an as-needed basis. Pick up and drop off locations and times shall be identified and scheduled at the time services are requested. Pricing for such services shall be in accordance with the cost per pound listed herein.

Contractor shall utilize its own supplies and equipment to transport the items from the locations of pick-up to its vehicles. At the time of pick up, the College may require that the Contractor weigh the laundry items in the presence of the College representative at the pick-up location. The weight recorded at the time of pick-up will be used to calculate the final cost for that order. Once items are picked up for the required services, Contractor shall schedule the drop-off time with the appropriate departments which shall be no more than three (3) business days from the date of pick-up.

On the Ammerman Campus, Contractor shall coordinate with the various departments and establish the day(s) of the week that regular pick-up(s) will be made.

The Eastern and Michael J. Grant Campuses, as well as the Sayville Center will send all of their laundry tightly bagged with detailed labeling to the Ammerman Campus Warehouse, and notify the Contractor that laundry has been sent to the Ammerman Campus Warehouse. Upon notification, the Contractor shall pick-up said laundry from the Ammerman Campus warehouse. After cleaning and pressing is complete, the Contractor shall drop-off the laundry back to the Ammerman Warehouse. The Ammerman Campus Warehouse will then deliver the clean laundry back to the ordering department.

During the course of providing services, if any item is damaged while in the Contractor's possession, Contractor shall reimburse the College for the replacement cost of the damaged item(s). For locations that require laundry and pressing services of cubicle curtains, the College's Plant Operations Office will be responsible for the take down and rehang of the cubicle curtains.

AMMERMAN CAMPUS

A. Physical Therapy Program, Riverhead Building, 533 College Road, Selden, NY 11784

 Laundry service will typically be provided during the fall and spring semesters each year, approximately bi-weekly during the months of September, October, November, December, February, March, April, and May.

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- ii. Contractor shall pickup and drop off the laundry at the classroom door, in the Riverhead Building, R114.
- iii. Contractor shall wash, dry and fold towels, bedlinens, hot pack covers, and gowns

Weekly orders usually range between 50 to 100 pounds

B. President's Office, Norman F. Lechtrecker (NFL) Building, 533 College Road, Selden, NY 11784

- i. Contractor shall provide dry cleaning services only for caps, hoods and gowns
- ii. Dry cleaning services will typically be utilized twice a year In May, and at the end of August/beginning of September. The approximate volume of the items will be as follows:
 - a. 36-42 Gowns, hoods and caps for Graduation in May
 - b. 12-17 Gowns, hoods and caps for Convocation in Aug/Sept.
- iii. Contractor shall pick up and drop off the items to Room 237 in the NFL Building, and shall transport the items to their site. Contractor's transportation shall be able to accommodate the College's rolling racks that the gowns are organized on.
- iv. Once dry cleaning is completed, Vendor shall hang the items up back on the racks with labels intact, exactly in the same manner as when they were picked up.

C. Nursing Program at Riverhead Building, 533 College Road, Selden, NY 11784

- i. Laundry service will typically be provided on a weekly basis during the months of December and June.
- ii. Contractor shall wash, dry and fold bedsheets, bedspreads, blankets, bath blankets, pillow cases, hanging cubicle curtains (has meshing on top), under pads, gowns, towels and wash cloths. Cubicle curtains include the following sizes: 138" W x 95" L; 282" W x 95" L; 144" W x 95" L; 210" W x 84" L; 170" W x 95" L; 170" W x 84" L; 229" W x 95" L; 84" W x 95" L.
- iii. Contractor shall pick up and drop off the laundry at the Riverhead Building, Room R111.

The volume of laundry is approximately 50 to 60 pounds per pick up.

D. Admissions Office, Norman F. Lechtrecker (NFL) Building, 533 College Road, Selden, NY 11784

i. Contractor shall dry clean or press table covers when requested by the College. There are approximately 60 units at the Ammerman Campus, 50 units at the Grant Campus, and 20 units at the Eastern Campus, which will need to be dry-cleaned and/or pressed twice a year.

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- ii. The College will identify whether the Contractor shall provide dry cleaning services only, or dry cleaning and pressing services at the time the required services are requested.
- iii. Contractor shall provide dry cleaning and/or pressing services typically during the months of November and April. In addition, the College may require said services in smaller quantities throughout the year.
- iv. The College will separate and identify the items based on the Campus to which the items belong.
- v. Contractor shall pick up and drop off the items from/to the Enrollment Management Office in the NFL Building on the Ammerman Campus in the same manner, separating and identifying the items based on the Campus to which they belong.

• MICHAEL J. GRANT CAMPUS

A. <u>Nursing Program at Health Sports and Education Center, 1001 Crooked Hill Road,</u> Brentwood, NY 11717

- Laundry service will typically be provided two times during the year, once in December and once in June.
- ii. Contractor shall wash, dry and fold bedsheets, blankets, bed spreads, bath blankets, pillow cases, under pads, gowns, towels and wash cloths, and hanging curtain cubicles (15 units which are 252" W x 96" L).

The volume of laundry is approximately 50 pounds per wash.

EASTERN CAMPUS

A. PNU (Practical Nursing Unit) Program at Corchaug Building, 121 Speonk Riverhead Road, Riverhead NY 11901

- i. Laundry service shall be provided two times during the year (preferably on Mondays), once in December and once in June.
- ii. Contractor shall wash, dry and fold twin-sized bedsheets, bedspreads, blankets, towels, bath blankets, pillow cases, under pads, gowns, and wash cloths, and cubicle curtains (8 units which are 216" W x 94" L, and 4 units which are 252" W x 96" L)

The volume of laundry is approximately 50 to 60 pounds per pick-up.

• SATELLITE LOCATIONS

A. Nursing Program at Sayville Center, 30 Greene Ave, Sayville, NY 11782

- Laundry service will typically be provided two times during the year, once in December and once in June.
- ii. Contractor shall wash, dry and fold bedsheets, bedspreads, blankets, bath blankets, pillow cases, hanging cubicle curtains (has meshing on top), under pads, gowns, towels and wash cloths. Cubicle curtains include 3 units in each of the following sizes: 149" W x 94" L; and 216" W x 108" L.

The volume of laundry is approximately 50 to 60 pounds per wash.

Contractor shall be reimbursed in accordance with the bid price rates set forth in Section III – Bid Prices. The following supporting documentation shall be submitted with each request for payment:

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- The Purchase Order number under which work was being performed
- The first and last name of the individual that placed the order
- Building where pick-up was made
- Invoice shall reflect the following information:
 - Date of Pick up
 - Date of Delivery
 - o Number of pounds per pick-up or number of units for dry cleaning services
 - o Unit Price per pound or unit price for dry cleaning
 - Subtotal of the order
 - o Grand Total of the order

11. Site Visit:

None

End of Section II

End of Text for Attachment A

ATTACHMENT B COST

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Bidder shall submit and indicate that the following information has been submitted with its bid:
(1) The primary contact who shall be the contract liaison with the College;
(2) The Contractor's Assumption of Risk and Release provided at the end of this Section III – Bid Prices;
(3) The Bid Price/Unit and Extended Bid Price for all of the lines below, as well as the Total Bid Price for the Ammerman Campus.

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 Grand Total Bid Price.

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

The "Annual Estimated Quantity" identified below are estimates based on historical information, and may vary based on the orders that are placed annually. The College reserves the right to order any quantities needed and does not guarantee that the quantities identified below will be the amount ordered. Upon contract award, "Bid Price/Unit" will be used to calculate actual charges.

Bidders shall multiply the "Annual Estimated Quantity" by the "Bid Price/Unit" to calculate the Extended Bid Amount for each line item.

Campus and Location	Annual Estimated Quantity	Bid Price/Unit	Unit of Measure	Extended Bid Price		
Ammerman Campus						
Physical Therapy Program						
Laundry Services (wash, dry and fold)	1200 lbs	\$1.80	per lb	\$2,160.00		
President's Office						
Dry Cleaning – Robes	59 units	\$11.40	per piece	\$672.60		
Dry Cleaning – Caps	59 units	\$4.20	per piece	\$247.80		
Dry Cleaning – Hoods	59 units	\$5.40	per piece	\$318.60		
Nursing Program						
Laundry Services (wash, dry and fold) (Includes twin-sized blankets and bedspreads)	440 lbs	\$1.80	per lb	\$792.00		
Laundry Services for ceiling hanging cubicle curtains Sized 138" W x 95" L	8	\$16.00	per piece	\$128.00		
Sized 282" W x 95" L	4	\$35.00	per piece	\$140.00		
Sized 144" W x 95" L	2	\$18.00	per piece	\$36.00		
Sized 210" W x 84" L	4	\$30.00	per piece	\$120.00		
Sized 170" W x 95" L	2	\$17.00	per piece	\$34.00		
Sized 170" W x 84" L	2	\$15.00	per piece	\$30.00		
Sized 229" W x 95" L	2	\$30.00	per piece	\$60.00		
Sized 84" W x 95" L	2	\$15.00	per piece	\$30.00		
Admissions Department						
Pressing Only – Tablecloths (banquet, large rectangle, up to 48" x 72")	110 units	\$10.00	per piece	\$1,100.00		
Pressing Only – Tablecloths (banquet, large rectangle, up to 88" x 120")	20 units	\$20.00	per piece	\$400.00		
Dry Cleaning – Tablecloths (banquet, large rectangle, up to 48" x 72")	110 units	\$15.00	per piece	\$1,650.00		
Dry Cleaning – Table covers (88 x 120")	20 units	\$25.00	per piece	\$500.00		
SUB-TOTAL BID PRICE FOR THE AMMERMAN CAMPUS						
Grant Campus (SFCU Brentwood)						
Nursing Program at HSEC		_				
Laundry Services (wash, dry and fold) Includes twin-sized blankets and bedspreads	100 lbs	\$1.80	per lb	\$180.00		
Laundry Services for ceiling hanging cubicle curtains sized 252" W x 96"	30 units	\$32.00	per piece	\$960.00		
Pressing Services for ceiling hanging cubicle curtains sized 252" W x 96"	30 units	\$28.00	per piece	\$840.00		
SUB-TOTAL BID PRICE FOR THE GRANT CAMPUS						

Campus and Location	Annual Estimated Quantity	Bid Price/Unit	Unit of Measure	Extended Bid Price			
Eastern Campus							
PNU (Practical Nursing Unit) Program at Corchaug Building							
Laundry Services (wash, dry and fold) Includes twin-sized bedsheets, blankets and bedspreads, and towels	100 lbs	\$1.80	per lb	\$180.00			
Laundry Services for ceiling hanging cubicle curtains sized 216" W x 94"	8 units	\$25.00	per piece	\$200.00			
Pressing Services for ceiling hanging cubicle curtains sized 216" W x 94"	8 units	\$19.00	per piece	\$152.00			
Laundry for ceiling hanging cubicle curtains sized 252" W x 96"	4 units	\$30.00	per piece	\$120.00			
Pressing for ceiling hanging cubicle curtains sized 252" W x 96"	4 units	\$25.00	per piece	\$100.00			
SUB-TOTAL BID PRICE FOR THE EASTERN CAMPUS							
Satellite Locations							
A. Sayville Center Nursing Program							
Laundry Services (wash, dry and fold) Includes twin-sized blankets and bedspreads	110 lbs	\$1.80	per lb	\$198.00			
Laundry for ceiling hanging cubicle curtains Sized 149" W x 94" L	6 units	\$20.00	per piece	\$120.00			
Sized 216" W x 108"	6 units	\$28.00	per piece	\$168.00			
Pressing for ceiling hanging cubicle curtains Sized 149" W x 94" L	6 units	\$17.00	per piece	\$102.00			
Sized 216" W x 108"	6 units	\$22.00	per piece	\$132.00			
SUB-TOTAL BID PRICE FOR THE SAYVILLE CENTER							
GRAND TOTAL BID PRICE							

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End of Text for Attachment B