SUFFOLK COUNTY COMMUNITY COLLEGE

PURCHASE AGREEMENT

TO: Shay Freund
Bid Representative
4Imprint, Inc. **("Contractor")**
101 Commerce Street
Oshkosh, WI 54901
(877) 446-7746

FROM: Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College **("College")**
533 College Road
Selden, NY 11784

RE: Agreement for the purchase and delivery of **umbrellas, padfolios & gift boxes, and T-shirts**, in accordance with the bid terms, conditions and specifications of Bid No. B1700013 ("Purchase and Delivery of Promotional Items"), and all Addenda thereto, incorporated herein by reference.

TERM: **February 1, 2018 through January 31, 2019,** with four (4) one-year options to renew, to be exercised at the College's sole and absolute discretion. The terms of each option shall be as mutually agreed upon, in writing, by both parties.

COST: As set forth in ATTACHMENT "A," annexed hereto.

1. The amount specified above constitutes the full obligation of the College for the purchase and delivery of **umbrellas, padfolios & gift boxes, and T-shirts**.

2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or it right, title, or interest herein, or its power to execute this contract, to any other person or corporation.

3. Contractor warrant 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 represent 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:

Civil Rights Compliance Officers

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or

Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

If the above terms and conditions are acceptable, please sign where indicated and return two (2) originals as soon as possible to:

Suffolk County Community College
Office of Legal Affairs, NFL-230
Attn.: Kathryn S. Mattia
533 College Road
Selden, NY 11784-2899

Approved: _____ Date: 2/9/18
Gail Vizzini
Vice President for Business
and Financial Affairs

SUFFOLK COUNTY COMMUNITY COLLEGE
Approved as to Legality:

_____
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 02/09/18

4IMPRINT, INC.
FID #: 39-1837105

_____
Shay Freund
Bid Representative

Date: 2/6-18

ATTACHMENT "A"

COST

The estimated number of samples reflected in the tables below are estimates of the number of items requested annually, based on historical information. The College does not guarantee that this is the amount of items that will be ordered.

Bidders may submit Bid Prices per Unit for one or as many of the items listed below

Bid Price per Unit shall be inclusive of all set-up fees, Shipping and Delivery charges.

Item (as specified in Section II – Bid Requirements)	Estimated # of Units	Bid Price per Unit	Minimum Order Requirement	Best Delivery Time ARO (Indicate whether Business or Calendar Day)
Umbrellas	250	$ 5.99	25	8 Business Days
Padfolios & Gift Boxes	300	$ 8.99	18	10 Business Days
T-Shirts (S, M, L, XL)	400	$ 3.25	18	15 Business Days
T-Shirts (other sizes)	30	$ 3.25	18	15 Business Days

Please indicate quote number 14071782 on the PO

End of Text for Attachment "A"