Suffolk
COUNTY COMMUNITY COLLEGE

OFFICE OF BUSINESS AND FINANCIAL AFFAIRS

Via Email: bellitopsoil@gmail.com

June 22, 2020

Michael Belli, Foreman
A&R Recycling of Brentwood, Inc.
d/b/a Belli Topsoil Co.
885 Crooked Hill Road
Brentwood, NY 11717-1045

Re: Agreement with Suffolk County Community College (21-CC-039)
Purchase and Delivery of Mulch and Topsoil
Renewal, eff. June 20, 2020

Dear Mr. Belli:

Suffolk County Community College is exercising its option to renew the above-referenced Agreement for one (1) year, beginning **June 20, 2020 through June 19, 2021**, on the same terms, conditions and cost set forth in the original Agreement.

Please indicate your approval by signing a copy of this letter and returning it via email to Kathryn S. Mattia, Suffolk County Community College, Office of Legal Affairs, at: mattiak@sunysuffolk.edu

Thank you.

Sincerely,

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

A & R Recycling of Brentwood, Inc.
d/b/a Belli Topsoil Co.

By: _____ June 30/20
Michael Belli
Foreman
Date

Suffolk 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.

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

Office of Business and Financial Affairs

July 2, 2019

A&R Recycling of Brentwood, Inc. d/b/a Belli Topsoil Co.
885 Crooked Hill Road
Brentwood, NY 11717-1045

Attn: Michael Belli, Foreman

Re: Agreement with Suffolk County Community College
21-CC-039 – Purchase and Delivery of Mulch and Topsoil
2019/2020 Renewal

Dear Mr. Belli:

Suffolk County Community College is exercising its option to renew the above-referenced Agreement with A&R Recycling of Brentwood, Inc. d/b/a Belli Topsoil Co., for one (1) year, beginning **June 20, 2019** through **June 19, 2020**. In addition, effective June 20, 2019, Exhibit B of the original agreement shall be amended as reflected on Attachment B-1, annexed hereto. All other terms and conditions of the Agreement, not inconsistent herewith, shall remain in full force and effect.

Please indicate your approval by signing both originals of this letter and the enclosed Contractor's Assumption of Risk and Release Form, retaining one original for your files, and returning one original to the attention of:

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

Thank you.

Sincerely,

Sara E. Gorton
Associate Dean of Financial Affairs

A&R Recycling of Brentwood, Inc. d/b/a Belli Topsoil Co.

Michael Belli
Foreman

July 16 2019
Date

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(631) 451-4112

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(631) 451-4110

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

ATTACHMENT B-1
Cost

Bidder shall submit the following with its bid:

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

2. **Any minimum order requirements.**

3. **The addresses of the pick-up locations for each Campus. Orders placed for pick-up by the College shall be at a location that is no more than twenty five (25) miles away from the Campus location that placed the order for pick-up. Pick-up locations that exceed this established distance, will not be considered.**

The cost of delivery must be included in the pricing submitted under "Bid Price...with Delivery" and "Mark-Up Over Cost for Delivery...". The College will not reimburse additional charges outside those reflected herein.

The estimated quantities reflected in the tables are estimates of the number of bags/cubic yards requested annually for each item. These estimated quantities are based on historical information. The College does not guarantee that this is the amount that will be required. In addition, Bidders shall provide a Mark-Up over Cost for Flowers, Trees, Shrubs, Plants for each Campus.

Award will be made to the low responsive and responsible bidder with the lowest bid price for each item, for each Campus. **Bidders are permitted to submit bid prices for one (1) or more Campuses.**

Campus	Product	Bid Price Per Cubic Yard	Delivery Method
Ammerman	Shredded Natural Mulch	$ 10.00	Pick-Up by College Staff
Grant	Dyed Black Mulch	$ 24.30	Delivery by Contractor
		$ 20.00	Pick-Up by College Staff
	Top Soil	$ 18.00	Pick-Up by College Staff
Eastern	Dark Mulch	$ 10.00	Pick-Up by College Staff
	Top Soil	$ 18.00	Pick-Up by College Staff

End of Text for Attachment B-1

SUFFOLK COUNTY COMMUNITY COLLEGE

Purchase Agreement

TO: Michael Belli
Foreman
A&R Recycling of Brentwood, Inc. ("Contractor")
d/b/a Belli Topsoil Co.
885 Crooked Hill Road
Brentwood, NY 11717-1045

FROM: Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College ("College")
533 College Road
Selden, NY 11784-2899

RE: Purchase and delivery of mulch and top soil for all three College campuses on an as-needed basis, in accordance with the bid terms, conditions and specifications, as more fully described in Attachment A, annexed hereto ("Services").

TERM: June 20, 2018 through June 19, 2019, with two (2) additional one-year options to renew at the sole and absolute discretion of the College.

COST: As set forth in Attachment B, annexed hereto.

1. The costs specified in Attachment B constitute the full obligation of the College for the purchase and delivery of mulch and top soil, as specified in Attachment A, annexed hereto and made a part of this Agreement.

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

3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.

4. It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor shall be considered an employee of the College or the County of Suffolk for any purpose.

5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Contractor to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.

6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

7. It is understood that this instrument represents the entire agreement; that all previous understandings are merged herein; and that no modifications shall be valid unless so amended by mutual written agreement.

8. Contractor 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

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A&R Recycling of Brentwood, Inc. d/b/a Belli Topsoil Co. Contract No.: 21-CC-039
Project Name: Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants and Flowers

If the above terms and conditions are acceptable, please sign where indicated and return three (3) 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 7/3/18
Gail Vizzini
Vice President for Business and
Financial Affairs

APPROVED AS TO LEGALITY
Suffolk County Community College

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

Date: 07/03/18

A&R Recycling of Brentwood, Inc.
d/b/a Belli Topsoil Co.
FID # 11-3450364
Tel.: (631) 466-6706

_____
Michael Belli
Foreman

Date: June/28/2018

ATTACHMENT A

SECTION I
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. (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.

Bid No.: BI1800005
Bid Title: Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers

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.

Bid No.: BI1800005
Bid Title: Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers

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 $1,500.00 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.

End of Section I

Bid No.: BI1800005
Bid Title: Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers

SECTION II
BID REQUIREMENTS

1. **Intent:**
Suffolk County Community College (College) is seeking qualified vendor(s) from which to purchase items that include Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers, to the College, on an as needed basis, and have items delivered to the College's various campuses.

2. **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, or upon the basis of best value, in accordance with the College's Procurement Policy. The College will make one or more awards based on the lowest bid price submitted for each line item for each Campus. 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.

3. **Term of Agreement:**
Period covered shall be for one (1) year from the date of an award with two (2) one-year renewal option 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.

4. **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 requested with backup documentation to the Office of Procurement. 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.

5. **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 attention Salvatore Arnold (NFL Building, 533 College Road, Selden, NY 11784). Payment will be made within thirty (30) days after approval by the College. Invoice must reference the 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.

6. **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.

7. 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.

8. 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

9. Specifications:
Contractor shall deliver the required items purchased by the College, which include Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers, to the College, on an as needed basis.

The Contractor shall also provide information and recommendations on any other foliage, plants and vegetation, as well as brands of products that can be used throughout the College grounds on all its three campuses.

Orders placed with delivery included shall be delivered within three (3) business days from the time of order to the specific campus Plant Operations location listed on the Purchase Order. The cost of delivery shall be included in the pricing set forth in Section III – Bid Prices.

Orders placed for pick-up by the College shall be ready for pick-up within two (2) business days from the time of order is placed. Orders placed for pick-up by the College shall be at a location that is no more than twenty five (25) miles away from the Campus location that placed the order for pick-up. Contractor shall provide the address of the pick-up locations for each Campus.

The College has the following campus locations:
- Michael J. Grant Campus – 1001 Crooked Hill Road, Brentwood NY 11717
- Ammerman Campus – 533 College Road, Selden NY 11784
- Eastern Campus – 121 Speonk Riverhead Road, Riverhead NY 11901

Bid No.: BI1800005
Bid Title: Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers

Fertilizer and Grass Seeds

The typical annual needs of the campuses are as follows, but may be modified as deemed appropriate by the College's Plant Operations Departments at the respective campuses.

Campus	Fertilizer Type
Ammerman Campus	Sustane (or comparable) 10-52-10 FE Slow release nitrogen fertilizer
	Armor Tech Professional (or comparable) 22-0-5 5% FE Slow release fertilizer
	Healthy Grow Organic (or comparable) fertilizer 2-4-3
	Grass Seed – Mix of Fescue/Rye/Bluegrass
	Grass Seed – Drought Tolerance Mix
	Athletic Mix Grass for Playing Fields
Grant Campus	Sustane 10-52-10 FE Slow release nitrogen fertilizer
	24-0-4 4% FE 50% XCU
	Symphony Ryegrass Blend
Eastern Campus	Sustane 10-52-10 FE Slow release nitrogen fertilizer
	Tall Fescue Grass Seed

Pricing for fertilizers shall be in accordance with the cost per bag, for each type of fertilizer.

Mulch, Groundcover and Wood Fibers

The College's campuses require deliveries of mulch that include the following:

Ammerman Campus:	Shredded Natural
Michael J. Grant Campus:	Dyed Black Mulch Top Soil
Eastern Campus:	Dark Mulch Top Soil

Pricing for mulch shall be in accordance with price per cubic yard, and the type of mulch, groundcover, and/or wood fibers required at each campus as reflected above.

Bid No.: **BI1800005**
Bid Title: **Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers**

Flowers

The College's campuses require deliveries of flowers for planting at its various campuses, which include but are not limited to those indicated below:

Ammerman Campus:	Various Annuals and Perennials including but not limited to: Groundcovers Hostas Mums Black Eyed Susan Daylilies
Michael J. Grant Campus:	Various Annuals and Perennials Ornamental grasses, such as loriope, feather Daises, such as Montauk, Shasta Spring Bulbs
Eastern Campus:	Various

Pricing for flowers shall be a mark-up over the Contractor's cost for the specific type of flower. When submitting the Request for Payment, Contractor shall provide proof of cost by attaching a copy of the Contractor's invoice for the original purchase made by the Contractor.

Trees

The College's campuses require deliveries of trees that include but are not limited to those indicated below:

Ammerman Campus:	Various
Michael J. Grant Campus:	Dogwood Magnolia Crepe Myrtles Red Bud
Eastern Campus:	Various

Pricing for trees shall be a mark-up over the Contractor's cost for the specific type of tree. When submitting the Request for Payment, Contractor shall provide proof of cost by attaching a copy of the Contractor's invoice for the original purchase made by the Contractor.

Bid No.: BI1800005
Bid Title: Purchase and Delivery of Fertilizer and Grass Seeds, Mulch, Groundcover and Wood Fibers, Trees, Shrubs, Plants, and Flowers

Shrubs

The College's campuses require deliveries of shrubs that include but are not limited to those indicated below:

Ammerman Campus:	Various
Michael J. Grant Campus:	Various spring and fall blooming shrubs, such as forsythias, hydrangeas, wiggelias, rose of sharon
	Various Hedge Shrubs
Eastern Campus:	Various

Pricing for shrubs shall be a mark-up over the Contractor's cost for the specific type of shrub. When submitting the Request for Payment, Contractor shall provide proof of cost by attaching a copy of the Contractor's invoice for the original purchase made by the Contractor.

Plants

The College's campuses require deliveries of plants that include but are not limited to those indicated below:

Ammerman Campus:	Various
Michael J. Grant Campus:	Various
Eastern Campus:	Various

Pricing for plants shall be a mark-up over the Contractor's cost for the specific type of plant. When submitting the Request for Payment, Contractor shall provide proof of cost by attaching a copy of the Contractor's invoice for the original purchase made by the Contractor.

10. <u>Site Visit:</u>

N/A

End of Text for Attachment A

ATTACHMENT B
Cost

Bidder shall submit the following with its bid:

1. **Name and contact information of its primary contact who shall be the contract liaison with the College.**
2. **Any minimum order requirements.**
3. **The addresses of the pick-up locations for each Campus. Orders placed for pick-up by the College shall be at a location that is no more than twenty five (25) miles away from the Campus location that placed the order for pick-up. Pick-up locations that exceed this established distance, will not be considered.**

The cost of delivery must be included in the pricing submitted under "Bid Price...with Delivery" and "Mark-Up Over Cost for Delivery...". The College will not reimburse additional charges outside those reflected herein.

The estimated quantities reflected in the tables are estimates of the number of bags/cubic yards requested annually for each item. These estimated quantities are based on historical information. The College does not guarantee that this is the amount that will be required. In addition, Bidders shall provide a Mark-Up over Cost for Flowers, Trees, Shrubs, Plants for each Campus.

Award will be made to the low responsive and responsible bidder with the lowest bid price for each item, for each Campus. **Bidders are permitted to submit bid prices for one (1) or more Campuses.**

Campus	Product	Bid Price Per Cubic Yard	Delivery Method
Ammerman	Shredded Natural Mulch	$ 10.00	Pick-Up by College Staff
Grant	Dyed Black Mulch	$ 24.30	Delivery by Contra
		$ 20.00	Pick-Up by College Staff
	Top Soil	$ 15.00	Pick-Up by College Staff
Eastern	Dark Mulch	$ 10.00	Pick-Up by College Staff
	Top Soil	$ 15.00	Pick-Up by College Staff

End of Text for Attachment B