Statewide Installations Inc.
Project Name: Repair and Inspection Services of Automotive Lifts

Contract No. 25-CC-129

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and **Statewide Installations Inc. ("Contractor")** entered into an Agreement on December 28, 2020 wherein Contractor agreed to provide maintenance, repair and inspection services for the College's automotive lift equipment, on an as-needed basis **("Services")**; and

WHEREAS, the College desires to amend the Agreement to reflect the updated list of automotive lifts to be serviced hereunder.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

1) The comprehensive list of automotive lift equipment, together with the corresponding costs payable to the Contractor for the Services under the Agreement, are reflected in ATTACHMENT 1-A, annexed hereto.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the latest date written below.

Statewide Installations Inc.
FID # 11-2236634
Tel.: (631) 253-9544

By: Lenora Santry
Lenora Santry
Controller

Date: 9-13-21

Approved as to Legality:
Suffolk County Community College

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

Date: 09.14.2021

Suffolk County Community College

By:
Dr. Edward T. Bonahue
President

Date: 9/14/21

Approved:
Suffolk County Community College

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

Date: 09.14/2021

ATTACHMENT 1-A

Current College-Wide Equipment Inventory

I. **Ammerman Campus** - 533 College Road, Selden NY 11784

A. Automotive Technology
1) Rotary – 10,000 lb Room 110
2) Rotary – 10,000 lb Room 110
3) Rotary A10IN6G0 (Serial # COV06J0011) - 10,000 lb
4) Rotary A10IN6G0 (Serial #COV06J0013) - 10,000 lb
5) Rotary A7DIN4H0 (Serial #AXU03C0005) - 7,000 lb
6) Rotary A7PIN6HO (Serial #CTZ07D003) - 7,000 lb
7) Rotary SPOA10N8G0 (Serial #DJQ19E0068) - 10,000 lb
8) Rotary SPOA10N8G0 (Serial #DJQ19E0069) - 10,000 lb
9) Rotary AT07N100 (Serial #FAX16E0020) - 7,000 lb
10) Rotary AT07N100 (Serial #FAX16E0022) - 7,000 lb
11) Rotary A10IN6G0 (Serial #COV06J0014) - 10,000 lb
12) Rotary A10IN6G0 (Serial #COV06J0010) - 10,000 lb
13) Rotary SPOA9A3H0 (Serial #ABM0000004) - 9,000 lb
14) Hunter Engineering RX10 Scissor Lift (Serial #KBCC978) - 10,000 lb

B. Plant Operations
1) Mohawk, System-1A-10, S/N A4F100, 10,000 lb
2) Mohawk, System-1A, S/N A1K117, 9,000 lb

II. **Eastern Campus** - 121 Speonk Riverhead Road, Riverhead NY 11901

A. Central Energy Plant:
1) Mohawk, System IA, serial #A1B130, 9,000 lbs

III. **Michael J. Grant Campus** - 1001 Crooked Hill Rd, Brentwood NY 11717

A. Warehouse:
1) Western Auto Lift, WFP-12, S/N BA7704

Specific Payment Terms and Conditions

Campus	Location of Equipment	Item#	Description of Equipment	Estimated # of Inspections per Year	Bid Price	Extended Bid Price
Ammerman	Automotive Technology	1.	Rotary – 10,000 lb (Room 110)	1	$170.00	$170.00
		2.	Rotary – 10,000 lb (Room 110)	1	$170.00	$170.00
		3.	Rotary A10IN6G0 (Serial # COV06J0011) - 10,000 lb (Room 111)	1	$170.00	$170.00
		4.	Rotary A10IN6G0 (Serial #COV06J0013) - 10,000 lb (Room 111)	1	$170.00	$170.00
		5.	Rotary A7DIN4H0 (Serial #AXU03C0005) - 7,000 lb (Room 112)	1	$170.00	$170.00
		6.	Rotary A7PIN6HO (Serial #CTZ07D003) - 7,000 lb (Room 112)	1	$170.00	$170.00
		7.	Rotary SPOA10N8G0 (Serial #DJQ19E0068) - 10,000 lb (Room 112)	1	$170.00	$170.00
		8.	Rotary SPOA10N8G0 (Serial #DJQ19E0069) - 10,000 lb (Room 112)	1	$170.00	$170.00
		9.	Rotary AT07N100 (Serial #FAX16E0020) - 7,000 lb (Room 111)	1	$170.00	$170.00
		10.	Rotary AT07N100 (Serial #FAX16E0022) - 7,000 lb (Room 113)	1	$170.00	$170.00
		11.	Rotary A10IN6G0 (Serial #COV06J0014) - 10,000 lb (Room 113)	1	$170.00	$170.00
		12.	Rotary A10IN6G0 (Serial #COV06J0010) - 10,000 lb (Room 113)	1	$170.00	$170.00
		13.	Rotary SPOA9A3H0 (Serial #ABM0000004) - 9,000 lb (Room 116)	1	$170.00	$170.00
		14.	Hunter Engineering RX10 Scissor Lift (Serial #KBCC978) - 10,000 lb (Room 115)	1	$170.00	$170.00
	Plant Operations Building	15.	Mohawk, SYSTEM-1A-10, S/N A4F100, 10,000lbs	1	$170.00	$170.00
		16.	Mohawk, SYSTEM-1A, S/N A1K117, 9,000 lbs	1	$170.00	$170.00

Campus	Location of Equipment	Item#	Description of Equipment	Estimated # of Inspections per Year	Bid Price	Extended Bid Price
Eastern	Central Energy Plant	17.	Mohawk, System IA, serial #A1B130, 9,000 lbs	1	**$170.00**	**$170.00**
Michael J. Grant	Warehouse	18.	Western Auto Lift, WFP-12 S/N BA7704	1	**$170.00**	**$170.00**
					TOTAL BID PRICE FOR ANNUAL INSPECTIONS SERVICES	**$3,060.00**

End of Text for Exhibit E

AGREEMENT

This Agreement ("Agreement") is between **Suffolk County Community College ("College")**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk ("County")**, a municipal corporation of the State of New York, and

Statewide Installations Inc. ("Contractor"), a New York corporation having its principal place of business at 43 Mahan Street, West Babylon, New York 11704.

The parties hereto desire for Contractor to provide maintenance, repair and inspection services for the College's automotive lift equipment, on an as-needed basis, in accordance with the bid terms, conditions and specifications, as more fully described in Exhibit D **("Services")**.

Term of Agreement: **December 16, 2020 to December 15, 2021**, with four (4) one-year options to renew at the sole and absolute discretion of the College.

Total Cost of Agreement: Shall not exceed amounts as set forth in Exhibit E, attached.

Terms and Conditions: Shall be as set forth in Exhibits A through E, attached hereto and made a part hereof.

In **Witness Whereof**, the parties hereto have executed this Agreement as of the latest date written below.

Statewide Installations Inc.
FID # 11-2236634
Tel.: (631) 253-9544

By: Lenora Santry
Lenora Santry
Controller

Date: 12/21/20

Approved as to Legality:
Suffolk County Community College

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

Date: 12/28/2020

Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
Interim President

Date: 12/28/2020

Approved:
Suffolk County Community College

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

Date: 12.28.2020

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EXHIBIT A
General Terms and Conditions

Whereas, the College issued a formal sealed bid, which was advertised on November 12, 2020*;* and

Whereas, Contractor submitted a proposal in response to such bid on December 8, 2020; and

Whereas, the College has selected Contractor to provide the services as set forth herein; and

Now therefore, in consideration of the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. Contractor Responsibilities

a. Services

Contractor shall provide the Services described in Exhibit D, entitled “Description of Services.”

b. Qualifications and Licenses

To the extent applicable, Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

This Agreement shall cover the period set forth on page one of this Agreement, unless sooner terminated as provided below. Upon receipt of a Termination Notice, as that term is defined below, Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

iii. If Contractor becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Contractor.

iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Contractor is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Contractor will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Contractor has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

c. Termination for Emergencies

An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the College, may result in immediate termination of this Agreement, in whole or in part.

d. Termination for Convenience

The College shall have the right to terminate this Agreement at any time and for any reason deemed to be in its best interest, provided that no such termination shall be effective unless Contractor is given thirty (30) calendar days' prior written notice (Termination Notice). In such event of termination, the College shall pay Contractor for the services rendered through the date of termination.

e. Payments upon Termination

i. Upon receiving a Termination Notice, Contractor shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.

ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Contractor prior to termination of this Agreement, that are pursuant to, and after Contractor's compliance with, the terms and conditions of this Agreement.

iii. Upon termination, Contractor agrees to promptly reimburse to the College the balance of any funds advanced to Contractor by the College. Upon termination, any funds paid to Contractor by the College which were used by Contractor in a manner that failed to comply with the terms and conditions of this Agreement must be promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Contractor from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their 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 Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and /or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College and /or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

Contractor hereby represents and warrants that it will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the performance of this Contract. Furthermore, Contractor agrees that it shall protect, indemnify and hold harmless the College and/or County and their 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 attorney's fees, arising out of the acts or omissions or the negligence of Contractor in connection with the services described or referred to in this Agreement. Contractor shall defend the College and/or County and their officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the College and/or County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

a. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Contractor agrees to require that all of its subcontractors, in connection with work performed for Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Contractor. Unless otherwise specified by the College and agreed to by Contractor, in writing, such insurance shall be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

c. Contractor shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**

d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Contractor notice in writing.

e. In the event Contractor shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

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 employees of the College and/or the County for any purpose.

6. Severability

It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

7. Merger; No Oral Changes

It is expressly agreed that this Agreement represents the entire agreement of the parties and that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

8. Set-Off Rights

The College shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the College's option to withhold, for the purposes of set-off, any moneys due to Contractor under this contract up to any amounts due and owing to the College with regard to this contract and/or any other contract with the College, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College shall exercise its set-off rights in accordance with normal College practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College, its representatives, and only after legal consultation with the College General Counsel.

9. Non-Discrimination in Services

During the performance of this Agreement:

a. Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:

i. deny any individual any services or other benefits provided pursuant to this Agreement; or

ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or

iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or

v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

b. Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:

i. the types of service(s) or other benefits to be provided, or

ii. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or

iii. the class of individuals to be afforded an opportunity to receive services.

10. 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

11. Nonsectarian Declaration

Contractor agrees that all services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no services performed under this program will discriminate on the basis of religious belief.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venues shall be designated in Suffolk County, New York or the United States District Court for the Eastern District of New York.

13. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of the College to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

14. Conflicts of Interest

a. Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.

b. Contractor is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Contractor is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

15. Cooperation on Claims

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

16. Confidentiality

Any records, reports or other documents of the College and/or the County used by Contractor pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the College and/or the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

17. Assignment and Subcontracting

a. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College in addition to the total agreed upon price. Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of College, County and Contractor. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

19. Certification as to Relationships

The parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the College and/or the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Agreement.

20. Publications and Publicity

a. Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the College. Any such printed matter or other publication shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by Suffolk County Community College and the County of Suffolk."

b. The College shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

21. Copyrights and Patents

a. Copyrights

If the work of Contractor under this Agreement should result in the production of original books, manuals, films or other materials for which a copyright may be granted, Contractor may secure copyright protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, Contractor may apply for and secure for itself patent protection. However, the College reserves, and Contractor hereby gives to the College, and to any other municipality or government agency or body designated by the College, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

End of Text for Exhibit A

EXHIBIT B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of this 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.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

3. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003

Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

a. Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse Contractor for any costs incurred to assist, promote, or deter union organizing.

c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.

d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property, Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

Required Form: Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit collectively referred to as the "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the site during such working hours.

Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

Required Forms: Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled “Suffolk County Department of Labor –”Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees”

“Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees” Form LHE-2.

5. Gratuities

Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or 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 the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled “A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas.” Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled “Child Sexual Abuse Reporting Policy,” as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

8. Non-Responsible Bidder

Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement, Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

Pursuant to the Suffolk County Code Section §590-3, Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at http://suffolkcountyny.gov/.

End of Text for Exhibit B

EXHIBIT C
Notices and Contact Persons

1. Notices Relating to Payments, Reports, or Other Submissions

Any communication, notice, claim for payment, report, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Contractor

At the address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

For Contractor

At the Address set forth on page one of this Agreement, attention of the person who executed this Agreement or such other designee as the parties may agree in writing.

3. Notices Relating to Termination and/or Litigation

In the event Contractor receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Contractor shall immediately deliver to the College General Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Contractor.

Any communication or notice regarding termination shall be in writing and shall be given to the College or Contractor or their designated representative at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

For the College and the County:

Alicia S. O'Connor
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

For Contractor:

At the address set forth on page one of this Agreement, attention to the person who executed this Agreement or such other designee as the parties may agree in writing.

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

EXHIBIT D
Description of Services

BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. (b) Bids must be received by the Procurement Office on or before the specified bid opening date and time. (c) Prices MUST be inserted with typewriter or ink. Entries with white-out or cross-outs MUST be initialed or that entry may be disqualified. (d) Bidders should submit Unit Price in appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the Unit Price and the Extension Price, the Unit Price shall govern. (e) Bidders should retain one (1) copy of bid forms and applicable attachments. (f) Bidders MUST state Manufacturer's name and catalog number of each item bid on, as appropriate. (g) ABSOLUTELY NO MINIMUM ORDERS shall be applied to this bid. (h) Purchases made by the College are not subject to State or Local Sales Taxes or Federal Excise Taxes. (i) The College is not subject to any existing "FAIR TRADE AGREEMENT" and Bidders should be governed accordingly. (j) Any Manufacturer offering prices for equipment or supplies (disposables), MUST agree to sell parts and service for their equipment currently owned or leased by the College or acquired as a result of this bid, directly to the College. This provision applies even if this bid is for supplies only. (k) When applicable, Vendor shall submit documentation to the College, prior to delivering the product, indicating a "Class A" Fire Rating and New York State Department of State Compliance Numbers, in accordance with "NAPPA 101" and New York State Fire Prevention Code, Part 772 (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.

15. PROTECTION FROM CLAIM AGAINST "OR EQUAL" In the event of any claim by any unsuccessful Bidder concerning or relating to the issue of "equal or better" or "or equal", the successful Bidder agrees, at his own cost and expense, to defend such claim or claims and agrees to hold the College free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

16. ALTERNATE BIDS If the Bidder wishes to offer an alternate to the specified item(s), s/he may do so, provided that s/he clearly indicates that the item(s) offered is an alternate and does not represent the alternate to be an equivalent, and further provided he accompany the alternate offer with full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.

17. SHIPPING CHARGES All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The College acknowledges that if an emergency shipment (overnight, Saturday Delivery, etc.) is required and requested by the Using Department, such shipping charges would be paid by the Using Department on a "Prepay Shipping Charges and Add To Claim" basis.

18. SURETY In the event that an award is made hereunder, the Director reserves the right to require Successful Bidder to post, within one week, security for faithful performance, with the understanding that whole or any part thereof may be used by the College/County to rectify any deficiency that may arise from any default on the part of the Successful Bidder. Such security must meet all the requirements of the College General Counsel and must be approved by the College General Counsel.

19. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within five (5) days of request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made obsolete by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidder's risk and expense.

20. AWARD (a) The College reserves the right before making an award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the College, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the College, the Successful Bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment purposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the College may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the College to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid. (b) Awards will be made to the lowest responsible Bidder or on the basis of best value, in accordance with the College's Procurement Policy. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery. (c) The College reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the College will be served. (d) Unless otherwise indicated herein, the College reserves the right to make award by items, by classes, by groups of items, or as a whole, or, in appropriate circumstances, to award to multiple bidders.

21. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the College, or failure to make replacement of rejected articles when so requested immediately or as directed by the College, the College may purchase from other sources to take the place of the item rejected or not delivered. The College reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the College for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

22. An order may be canceled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.

23. When in the determination of the College, the articles or equipment delivered fail to meet College specifications or, the Vendor consistently fails to deliver as ordered, the College reserves the right to cancel the order and purchase the balance from other sources at Vendor's expense.

24. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

25. The College will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the College will govern.

26. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks. The containers remain the property of the College unless definitely stated otherwise in the bid.

27. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The College will note for the benefit of the Vendor when packages are not received in good condition.

28. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

29. WARRANTY (a) Generally. The successful Bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the College, other than defects or failure shown by the Vendor that have arisen solely from accident or abuse occurring after delivery to the College, and agrees to replace any parts, which, in the opinion of the user, shall fail from the above reasons. (b) Different Warranty Period. If a company policy or trade practice requires a different warranty period, the Bidder may so state without fear of disqualification. However, the Bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award. (c) OSHA. Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1979.

30. REPLACEMENT PARTS If the requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, such components must match and inter-member without modification to the equipment and systems indicated.

31. EXPIRATION DATING All products shipped must have a minimum of one (1) year expiration dating from the date of delivery to the College. For products that have less than one (1) year expiration dating from time of manufacture, the longest possible expiration dating must be supplied to the College.

32. ADDITIONAL ITEMS Additional items of the same or similar manufacture or additional services related to the specifications and requirements stated herein may be added by an amendment to the Agreement, provided that such items or services do not or are not expected to exceed the statutory limit of $2,000.00 in any Agreement period.

33. Deliveries are subject to reweighing at destination by the College and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.

34. Reference is made to the Model Agreement attached (set forth in Section VI) for the terms and conditions of the Agreement to be entered into, including indemnification and insurance. The Model Agreement is subject to revision arising out of the terms and conditions imposed by law or deemed appropriate by the College's Office of Legal Affairs.

35. Extension of Use: This Contract may be extended to additional States or Government Jurisdictions upon mutual written agreement between the College and the Vendor. Political Subdivisions and other authorized entities within each participating State or Government Jurisdictions may also participate in this Contract if authorized by applicable law. The College reserves the right to negotiate additional discounts based on any increased volume generated by such extensions. Vendor agrees to honor all orders from State Agencies, Political Subdivisions and others authorized by law to participate in this Contract which are in compliance with the pricing, terms, and conditions contained herein. Any unilateral limitations or restrictions imposed by the Vendor and/or Manufacturer on eligible Authorized Users will be grounds for cancellation of the Contract. If a Contract, or any portion thereof, is cancelled for this reason, any additional costs incurred by the eligible purchaser will be borne by the Vendor.

36. BIDDER'S SEXUAL HARASSMENT POLICY: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

37. COLLEGE SEXUAL HARASSMENT POLICY: Bidder's are advised that the College's Sexual Harassment Policy can be accessed using the following link:

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

End of Section I

SECTION II
BID REQUIREMENTS

1. **Intent:**
Suffolk County Community College requires the services of a reliable, experienced, and qualified Contractor to provide maintenance; inspection and repair services for the College owned auto lifts.

2. **Bid Submission Instructions:**

In order to meet the directive from New York Governor Andrew Cuomo to reduce workforce density in light of the COVID-19 health emergency, entry onto all campuses remains restricted at this time.

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

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

Bids are due by **December 1, 2020 at 2:30 PM**. The College retains the right to reject late bids. Bids must be signed in ink and received at the above address on or before the bid opening date and time.

OVERNIGHT DELIVERY

Please note that overnight delivery service carriers have different schedules when coming on Campus, as do the College's mailroom services due to the Governor's reduced workforce density requirements. Below are the timelines in which overnight deliveries are made to the College's mailroom by various carriers:

FedEx: **10:30 AM** for Priority Packages
3:00 PM for Standard Overnight Packages

UPS: There is no scheduled delivery time. However, the carrier offers next day overnight shipping for **10:30 AM** or 12:00 PM.

USPS: The Post Office does not make deliveries to the College. The College's mailroom staff makes two pickups per day, at **7:00 AM** and **3:00 PM**, to collect mail and deliveries from the Post Office.

Please ensure that the bids are mailed 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. Bid envelope must reference the Name and Address of Bidder, Bid Number, Title, and Bid Opening Date and Time. The College will not be responsible for bid packages that are misdirected due to information missing from the bid mailing envelope, resulting in bids not being received by the Procurement Office in a timely fashion. Bidder must complete and include with its bid, the forms provided in Section V – Forms and Legal Appendices.

In accordance with NY Executive Orders 202.11, 202.14, 202.28, 202.38, 202.48, 202.55, 202.60, 202.67 and 202.72, the opening and reading aloud of bids received by the College will not be open to the public. However, the public may view the bid-opening remotely via a live stream, accessible at:

https://sunysuffolk.webex.com/sunysuffolk/j.php?MTID=meaf77feb7b000ea46f55bbd562c8ff6e

3. **Award:**
Award, if any, will be made to the lowest responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and following the verification of calculations, submits the **lowest Grand Total Bid Price.** The award shall be in the form of contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein for the period indicated and at the prices bid upon receipt of a signed Purchase Order.

4. **Term of Agreement:**
Period covered shall be for one (1) year from the date of an award with four (4) one-year renewal options to be exercised at the College's sole and absolute discretion. The term of each option shall be as mutually agreed upon by both parties.

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

6. **Payment Terms:**
For each month in which Contractor performs work under the contract, Contractor shall prepare and present a monthly invoice to: Suffolk County Community College,

Accounts Payable Department
PO Box 2280
Selden, NY 11784

Invoices can also be emailed to cboap@sunysuffolk.edu. Payment will be made within thirty (30) days after approval of invoice by the College. Invoice must reference the purchase order number and be itemized in detail so that anyone reading same may readily understand the kind, quantity, quality and prices. Cash discount terms, where applicable, must be indicated on the invoice. By submitting an invoice, Contractor certifies that all items or services were delivered or rendered as set forth on the invoice; that the prices charged are in accordance with the referenced purchase order, delivery order or contract; that the claim is just, true and correct; that the balance stated herein is actually due and owing and has not been previously claimed; that no taxes from which the County/College is exempt are included. Incomplete invoices will be returned to the Contractor unpaid.

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

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

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

Bidders identified for a contract award will be required to register in SharkMart. The Procurement office will send an email to the Bidder's contact that will include a SharkMart link to start the registration process. This process involves the completion of a company and tax profile (W9). The registration process must be completed before any purchase orders are issued.

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

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

10. **Specifications:**

I. MINIMUM REQUIREMENTS

1. Contractor shall have been in business for the past 5 years performing repair and inspection services of auto/car lifts.
2. Contractor shall be a member of the Automotive Lift Institute (ALI).
3. Contractor shall be an ALI certified lift inspector.

II. BASIC SERVICES

Suffolk County Community College requires the Contractor to provide services in connection with basic maintenance, inspection and repair services for the College owned auto/car lifts.

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

The College reserves the right to add equipment similar to equipment listed in the College Equipment List and delete equipment that has become obsolete. The College will notify the Contractor of equipment that has been added and/or removed from the list. The College will ask the contractor to add inspection service pricing for new equipment.

The Contractor shall furnish all labor, tools, materials, supplies, transportation, equipment, and any other items of expense necessary to perform basic maintenance, inspection, and repair services on the College's auto/car lifts at all of its campuses. The equipment must meet OSHA/ANSI standards and manufacturer standards.

Contractor shall be an ALI Certified lift inspection. The ALI Certification is required for the firm that performs the auto lift inspections.

A. Inspection Services

The Contractor shall provide preventative maintenance/inspection services for the equipment specified annually or on an as-needed basis as specified by the College. Inspections will occur during the month of September or October of every year. The inspection will be scheduled by the College department responsible for managing the equipment. The Contractor shall provide inspection stickers on all equipment.

If, during the course of services, Contractor discovers that any of the equipment does not meet operating standards, the Contractor shall submit to the College appropriate supporting documentation indicating that the equipment is no longer certified and needs to be disposed of.

The Contractor shall perform inspection services and basic maintenance to ensure the optimum level of efficiency as applicable, for each piece of equipment specified herein, which include but are not limited to:

- Cleaning
- Oiling
- Lubrication
- Adjustment
- Calibration
- Alignment
- Timing
- Replacement of all filters
- Operational testing of each piece of equipment
- Furnishing all necessary lubricant, cleaning supplies, filters, and testing equipment
- Oil Change
- Oil Filter Change
- Air Filter Change
- Replacement of hydraulic fluid and hydraulic filters
- Replacement of fuel filter
- General inspections of belts, hoses; chains and pulleys
- General inspection of electrical systems and replacement of electrical motors
- Tire inspection and air pressure
- Visual inspection
- Availability of required safety equipment.

The College reserves the right to perform the necessary work in house on the equipment to meet inspection standards.

Inspection services, which include all the services identified above, shall be paid based on pricing reflected in Section III – Bid Prices under 1. Annual Inspection Services.

When performing inspection services, the College will pay the Contractor the bid rate for the applicable piece of equipment under this section.

Once a piece of equipment has passed inspection, the Contractor shall provide a completed Inspection Report to the department for approval/signature. For each equipment that passed inspection, the Report shall include:

- date of service
- description of service provided, including replacement of all worn parts
- name and signature of service technician
- location of equipment
- make, model and serial number for each equipment that passed inspection
- description of all noted deficiencies and suggested corrective action
- labor hours expended for repair services for each equipment if any, outside of inspection service requirements
- parts required for each equipment if any, outside of those necessitated under the inspection service requirements.
- signature of authorized College representative certifying indicated services were performed

If at the time of inspection, Contractor identifies repairs outside of those covered under the basic maintenance included with inspection services, but necessary for the optimal operation of the equipment, Contractor may be required to provide a cost estimate at no additional cost to the College for said repairs inclusive of a description of the work proposed. Upon written approval from the College to commence with repairs, Contractor shall perform any and all necessary repairs, and replacing all parts requiring replacement. Repair services will be paid based on the applicable hourly rate identified in Section III – Bid Prices, under 2. Billable Hourly Labor Rates for Repair Services.

B. Repair Services

When performing repair services, Contractor will be reimbursed based on the applicable hourly rate identified in Section III – Bid Prices, under 2. Billable Hourly Labor Rates for Repair Services.

(i) The Contractor shall provide repair services on an as-needed basis to enable the College to maintain its equipment in fully operational condition.

(ii) The Contractor shall respond to requests for non-emergency repair services within twenty-four (24) hours of notification. If, for some reason, the repair cannot be performed immediately, Contractor shall work with the requesting Department to schedule the repair as soon as possible.

(iii) Contractor may be required to submit a budget cost estimate at no cost to the College before any work is started. Contractor shall begin work only after written approval from the College.

(iv) Contractor shall be reimbursed for repair services beginning at the time when the service technician begins the actual repair services on the equipment and ends when the repair work stops for each day the Contractor is on site. The Contractor will not be compensated for any travel time.

(v) The College assumes no responsibility for any work commenced by the Contractor and will not reimburse the Contractor for any work performed prior to approval by the College department managing the equipment.

(vi) This agreement includes replacement of all parts that become worn or inoperable, or that otherwise affects the equipment's operability in any way. The parts replacement also includes all safety equipment needed to operate the equipment.

(vii) Parts shall be billed at the Contractor's certified cost plus ten percent (10%). Contractor certified cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer's invoice. Receipts for any shipping must be provided if paid outside of the manufacturer's invoice.

(viii) The College will retain the right to purchase repair part(s) independently. Parts replaced by the Contractor under this Agreement shall be new, factory manufactured, or of equivalent quality. The Contractor shall maintain an adequate supply and/or be able to obtain, within a reasonable amount of time, all necessary replacement parts in order to perform repairs and maintenance. The College assumes no responsibility and will not reimburse the Contractor for parts that were ordered or installed prior to the written approval from the College. The parts shall also be identified on the Service Report that is generated after the maintenance and inspection service. Invoices will only be paid if accompanied by the Service Report approved by the College department.

III. GENERAL REQUIREMENTS

The Contractor shall be qualified to provide service on the equipment specified herein.

The Contractor shall keep current all permits, certificates and licenses required by Federal, College or County Regulations, if applicable.

In the event an accident occurs after services are provided by the Contractor, the College may require the Contractor to provide a report summarizing service and inspection activity that has been completed to date. Contractor shall provide this information at no cost within two (2) business days of receipt of request.

Contractor shall perform all work in the best workmanlike manner and shall clean up and remove all debris and rubbish generated as a result of the work. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, the building broom clean and the work site in satisfactory repair and order.

Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which the Contractor's staff is responsible.

In addition, Contractor shall perform work so as to cause the least inconvenience to the College and with proper consideration to other contractors or workmen, students, faculty, and staff. Contractor shall properly supervise the work being performed at the College and shall perform repairs and services as promptly and expeditiously as possible.

Except for emergency work, Contractor may be required to submit a budget cost estimate before any work is started. Cost estimates shall be provided by the Contractor at no cost to the College. Cost estimates must be provided within 2 business days. Submission of a cost estimate does not guarantee that College will move forward with the estimated work. The College may choose to not move forward with the projects due to funding or other planning changes. Cost estimates shall be prepared in a manner consistent with the pricing structure of the contract which includes the following:

- Labor hours required to complete the work
- Billable Hourly Rate
- Anticipated parts and materials with associated cost, and mark-up of 10%
- Shipping costs associated with the purchasing of parts by the Contractor will be reimbursed at direct cost with no mark-up

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

Upon arrival to the Campus to perform the required work, Contractor's personnel shall sign in on the daily service log, and upon completion of work for the day and prior to departure from the Campus, sign-out on the daily service log which will be maintained by the Department requesting service.

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

- The Purchase Order number under which work was being performed
- Reference equipment and building on campus where work was completed
- Copy of service ticket that clearly and legibly reflects the arrival and departure times on the date(s) the Contractor's personnel was on site to perform the services. Service ticket must include the countersignature of the College's representative from the Department that requested the service under the specific PO. The service ticket shall be the basis for payment, and service ticket(s) not submitted in a timely fashion will result in payments being held up.
- Service Report. Invoices will only be paid when accompanied by the completed/approved service report prepared as indicated herein.
- Description of the actual work that was completed
- Manufacturer's invoice for materials/parts
- Receipts for shipping, if applicable and paid outside of the manufacturer's invoice

All labor shall be guaranteed for a period of one (1) year from the date of acceptance. All parts shall be guaranteed for a minimum of ninety (90) days or in accordance with the manufacturer's warranty, if greater than ninety (90) days.

Under this contract, subcontracting is not permitted.

The award of the contract to the successful bidder does not grant the contractor exclusive rights to all jobs. The College reserves the right to bid separately any job if it is determined to be in the College's best interest. If such a situation arises, the contracted vendor has the right to bid on all such jobs.

11. **Site Visit:**

N/A

EXHIBIT 1
Current College-wide Equipment Inventory

I. **Ammerman Campus** - 533 College Road, Selden NY 11784

A. Automotive Technology
1) Rotary AT07B100 – 7,000lb Lifts – 4 lifts
2) Benwil T-PRO-7 – 7,000lb Lifts – 5 lifts
3) Rotary 10,000 lb. lifts – 2 lifts
4) Rotary SPO10N8GO – 10,000 lb. lifts – 2 lifts
5) Rotary A7PIN6HO – 7,000 lb. lift – 1 lift
6) Hunter Engineering – 10,000 lb scissor lift – 1 lift

B. Plant Operations
1) Mohawk, System-1A-10, S/N A4F100, 10,000 lb
2) Mohawk, System-1A, S/N A1K117, 9,000 lb

II. **Eastern Campus** - 121 Speonk Riverhead Road, Riverhead NY 11901

A. Central Energy Plant:
1) Mohawk, System IA, serial #A1B130, 9,000 lbs

III. **Michael J. Grant Campus** - 1001 Crooked Hill Rd, Brentwood NY 11717

A. Warehouse:
1) Western Auto Lift, WFP-12, S/N BA7704

End of Section II

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 1
FORMAL BID NO. B20-011
REPAIR AND INSPECTION SERVICES OF AUTO LIFTS

November 16, 2020

Attention to Proposers:
This constitutes Addendum No. 1 to the referenced formal bid, and consists of:

- This one (1) page cover letter;
- Revised page 16 of Section II – Bid Requirements to add the Hunter Engineering – 10,000 lb scissor lift – 1 lift under I. Ammerman Campus, A. Automotive Technology.
- An additional three (3) pages providing the Revised Section III – Bid Prices where page 18 has been revised to add the Hunter Engineering – 10,000 lb scissor lift in the table as item #6 under the Automotive Technology area in the Ammerman Campus for 1. Annual Inspection Services. The revised Section III – Bid Prices issued under this Addendum replaces said pages issued with the original bid documents. **Bidders are instructed to submit their bid in the attached revised page 18 of Section III – Bid Prices (Revised 11-16-2020 via this Addendum#1). Failure to submit the bid in this Revised Section III – Bid Prices may result in the bid being deemed non-responsive.**

The bid submission due date and time of December 1, 2020 at 2:30 PM remains unchanged.

All other terms and conditions of the Formal Sealed Bid solicitation remain unchanged.

A copy of this addendum must be signed by the bidder and attached to the bid response.

Prior to submission of your bid, please check the College's website to confirm receipt of all Addenda that may have been issued under the solicitation.

Beatriz Castano

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

Statewide Installations LLC
Firm Name

Lenora Santry
By (Sign in ink)

Controller
Title

Lenora Santry
Print Name

11-30-20
Date

Suffolk
COUNTY COMMUNITY COLLEGE

ADDENDUM NO. 2
FORMAL BID NO. B20-011
REPAIR AND INSPECTION SERVICES OF AUTO LIFTS

December 1, 2020

Attention to Proposers:
This constitutes Addendum No. 2 to the referenced formal bid, and consists of this one (1) page cover letter which provides notification of the postponement of the bid submission due date and time.

BIDDERS PLEASE NOTE:

The bid submission due date and time of December 1, 2020 at 2:30 PM **has been changed to December 8, 2020 at 2:30 PM.**

All other terms and conditions of the Formal Sealed Bid solicitation remain unchanged.

A copy of this addendum must be signed by the bidder and attached to the bid response.

Prior to submission of your bid, please check the College's website to confirm receipt of all Addenda that may have been issued under the solicitation.

Beatriz Castaño
Administrative Director of Business Operations

Acknowledged and Subscribed to:

STATEWIDE INSTALLATIONS, INC
Firm Name

Lenora Santry
By (Sign in ink)

CONTROLLER
Title

LENORA SANTRY
Print Name

12-8-20
Date

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. General Payment Terms

a. Contractor shall prepare and present an invoice to the College for payment by the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.

b. Contractor agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.

c. The charges payable to Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.

d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

3. Limit of College's Obligations

The maximum amount to be paid by the College as set forth on the cover page of this Agreement shall constitute the full obligation of the College in connection with this Agreement and any matter arising therefrom.

4. Specific Payment Terms and Conditions

See ATTACHMENT 1, annexed hereto

ATTACHMENT 1
Specific Payment Terms and Conditions

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

(1) ☑ **Copy of documentation demonstrating bidder's relevant experience for a minimum of five (5) years.**

(2) ☑ **The primary contact who shall be the contract liaison with the College.**

(3) ☑ **Documentation demonstrating bidder is a member of the Automotive Lift Industry (ALI) and is an ALI certified inspector. Alternatively, submit the name of a subcontractor who is ALI Certified with the bid response and include three references for the subcontractor.**

Award, if any, will be made to the lowest responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and following the verification of calculations, submits the **lowest Grand Total Bid Price.** This Grand Total Bid Price shall be calculated based on the sum of the Total Bid Price for the Annual Inspections and the Total Labor Rate.

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

1. Annual Inspection Services

Bidders shall submit pricing for all equipment identified in this section. Failure to do so will deem the bid invalid and ineligible for award.

For each equipment identified in the table below, Bidders shall multiply the **"Estimated # of Inspections Per Year"** by the **"Bid Price"** to calculate the **"Extended Bid Price"** for each equipment. The **Total Bid Price for Annual Inspections Services** shall be the sum of the "Extended Bid Prices."

"**Bid Price" must be all inclusive**, and include **all travel time, fuel and transportation, any administrative tasks such as estimating, billing, and report writing, as well as tools and equipment, and any other overhead, necessary to complete the required services. The College will not reimburse the Contractor for any additional costs beyond the amounts indicated herein.**

The "Estimated # of Inspections Per Year" reflected in the table below are based on historical data. The actual number may be greater or lower than the estimated number indicated and the College does not guarantee that the estimated number of maintenance calls and inspections will be the requested numbers.

Upon contract award, Contractor will bill using the Bid Price indicated for each equipment.

Campus	Location of Equipment	Item#	Description of Equipment	Estimated # of Inspections per Year	Bid Price	Extended Bid Price
Ammerman	Automotive Technology	1.	Rotary AT07B100 – 7,000lb Lifts	4	$170.00	$680.00
		2.	Benwil T-PRO-7 – 7,000 lb Lifts	5	$170.00	$850.00
		3.	Rotary 10,000 lb lifts	2	$170.00	$340.00
		4.	Rotary SPO10N8GO – 10,000 lb. lifts	2	$170.00	$340.00
		5.	Rotary A7PIN6HO – 7,000 lb. lift	1	$170.00	$170.00
		6.	Hunter Engineering – 10,000 lb scissor lift – 1 lift	1	$170.00	$170.00
	Plant Operations Building	7.	Mohawk, SYSTEM-1A-10, S/N A4F100, 10,000lbs	1	$170.00	$170.00
		8.	Mohawk, SYSTEM-1A, S/N A1K117, 9,000 lbs	1	$170.00	$170.00
Eastern	Central Energy Plant	9.	Mohawk, System IA, serial #A1B130, 9,000 lbs	1	$170.00	$170.00
Michael J. Grant	Warehouse	10.	Western Auto Lift, WFP-12, S/N BA7704	1	$170.00	$170.00
					TOTAL BID PRICE FOR ANNUAL INSPECTIONS SERVICES	$3230.00

2. Billable Hourly Labor Rates for Repair Services

"Billable Hourly Labor Rate" must be **all inclusive**, and include **all travel time, fuel and transportation, any administrative tasks such as estimating, billing, and report writing, as well as tools and equipment, and any other overhead, necessary** to complete the required services. Labor payment shall be only for time on the job site. No travel time will be paid. **The College will not reimburse the Contractor for any additional costs beyond the amounts indicated herein.**

Bidders shall submit pricing for all repair types identified below. Failure to do so will deem the bid invalid and ineligible for award.

The "Estimated # of Hours Per Year" reflected in the table below are based on annual historical data. The actual number may be greater or lower than the estimated number indicated and the College does not guarantee that the estimated number of labor hours per year will be requested under the agreement. The actual number may be higher or lower depending on the needs of the College.

Bidders shall multiply the **"Estimated # of Hours Per Year"** by the **"Billable Hourly Labor Rate"** to calculate the **"Extended Labor Rate"** for each title. The **Total Labor Rate** shall be the sum of the "Extended Labor Rates".

The College will verify calculations as part of the bid review process.

Upon contract award, Contractor will bill using the billable hourly labor rate for the specific type of repair being billed for.

Repair Type	Estimated # of Hours per Year	Billable Hourly Labor Rate	Extended Labor Rate
Non-Emergency	12	$ 154.00	$ 1848.00
Emergency	2	$ 174.00	$ 348.00
		TOTAL LABOR RATE	$ 2196.00

GRAND TOTAL BID PRICE: $ 5426.00
(Total Bid Price for the Annual Inspection Services + Total Labor Rate)

Materials: shall be billed at the Contractor's certified cost plus ten percent (10%). Contractor certified cost will be the actual cost paid to the manufacturer and must be backed by a copy of the manufacturer's invoice. Receipts for any shipping must be provided if paid outside of the manufacturer's invoice.

End of Text for Exhibit E