

**SUFFOLK COUNTY COMMUNITY COLLEGE
AGREEMENT**

- TO: Jimmy Tiza
Manager / Owner
Master Touch Custom Upholstery Corp. (“**Contractor**”)
14 Middle Country Road
Middle Island, NY 11953
- FROM: Mark D. Harris, DBA
Vice President for Business and Financial Affairs
Suffolk County Community College (“**College**”)
533 College Road
Selden, NY 11784-2899
- RE: Agreement for the Contractor to provide seat repair services on the College’s fleet vehicles consisting of cars, SUVs, trucks, and vans on an as-needed basis, inclusive of seat hardware refurbishing, seat reupholstering, seat replacement, etc., in accordance with the bid terms, conditions and specifications, as more fully described in **Attachment A**, annexed hereto (“**Services**”).
- TERM: **January 1, 2023 through December 31, 2023**, with two (2) additional one-year renewal options to be exercised at the College’s sole and absolute discretion.
- COST: Shall be as set forth in **Attachment B**, annexed hereto.
1. The costs specified in Attachment B constitute the full obligation of the College for the seat repair services on the College’s fleet vehicles, as specified in Attachment A, annexed hereto and made a part of this Agreement.
 2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation.
 3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.
 4. It is expressly agreed that Contractor’s status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor shall be considered an employee of the College or the County of Suffolk for any purpose.
 5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Contractor to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.
 6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.

7. It is understood that this instrument represents the entire Agreement; that all previous understandings are merged herein, and that no modifications shall be valid unless so amended by mutual written agreement.
8. Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that Contractor has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
9. Contractor represents and warrants that, unless exempt, it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agrees to file an updated statement with the said Comptroller on or before the 31st day of January in each year of the Agreement's duration. Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.
10. The Contractor agrees that it shall protect, indemnify and hold harmless the College and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the College and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the College's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.
11. **College's Non-Discrimination Notice**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers

Christina Vargas

Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, 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

12. **COVID-19 Safety Protocols**


Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

13. Contractor agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, policies of insurance, as follows:

- a. Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence, **naming Suffolk County Community College and The County of Suffolk as additional insureds**; and
- b. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations. In accordance with General Municipal Law section 108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this license for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.


If the above terms and conditions are acceptable, please sign where indicated and return by email as soon as possible to Kathryn S. Mattia mattiak@sunysuffolk.edu Suffolk County Community College, 533 College Road, Selden, New York 11784.

SUFFOLK COUNTY COMMUNITY COLLEGE

Approved:  Date: 01.05.2023
Mark D. Harris, DBA
Vice President for Business and Financial Affairs

APPROVED AS TO LEGALITY
Suffolk County Community College

Master Touch Custom Upholstery Corp.
FID # 81-3486668
Tel.: (631) 579-2651


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


By: Jimmy Tiza
Manager / Owner

Date: 1/25/2023

Date: 01/22/2023

ATTACHMENT A
BID TERMS AND CONDITIONS

1. The following conditions apply to this bid: (a) Late 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.
2. 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.
3. **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).
4. **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.
5. **DETAILED SPECIFICATIONS** Proposals submitted hereunder shall be in accordance with detailed specifications set forth on bid pages or as attached and made part hereof.
6. The College reserves the right to cancel this solicitation and reject any and all offers, when it is in the public interest to do so.
7. **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 firm to provide interior seat repair services on an as-needed basis, inclusive of seat hardware refurbishing, seat reupholstering, seat replacement, etc. Fleet vehicles may include cars, SUVs, trucks, and vans.

2. **Bid Submission Instructions:**

Bids are due by the bid submission due date and time of **December 9, 2022 at 11:00 AM**. **The College retains the right to reject late bids.**

Bid can be submitted by one of the following methods:

- Emailed to menons@sunysuffolk.edu
- Mailed to the following address:

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

- Dropped off in the drop box set up to receive bids

Instructions for drop-off and overnight mailing are provided below. **Bid envelope must reference the Name and Address of Bidder, Bid Number, Title, and Bid Opening Date and Time.**

DROP BOX SUBMISSION

The College has set up a drop box by the Public Safety Booth for the purpose of physically dropping off bid submissions. The Public Safety Booth is located at the College entrance off College Road on Washington Ave. **All bids being physically dropped off shall be submitted by 11:00 AM to this drop-box.** If the Contractor is waiting on line at 11:00 AM to drop off their bid, the Contractor will be allowed to drop off the bid. If Contractor is not on line as of 11:00 AM and a bid is brought for drop-off after this time, it will be strictly rejected without exception.

Upon arrival at the College, bidder shall approach the Public Safety Booth at the bid drop off checkpoint, and drop the bid in the box.

OVERNIGHT DELIVERY

Alternatively, Contractors are welcome to send the bid in using overnight mail. Please note that overnight delivery service carriers have different schedules when coming on Campus, as do the College's mailroom services. Below are the timelines in which overnight deliveries are made to the College's mailroom by various carriers:

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

UPS: There is no scheduled delivery time. However, the carrier offers next day overnight

shipping for **10:30 AM** or 12:00 PM.

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

Please ensure bids that are mailed, are done so in sufficient time to reach the College's mailroom, undergo processing, and then be delivered to the Procurement Office by the bid submission due date and time. The College will not be responsible for bid packages that are misdirected due to above-indicated information missing from the bid mailing envelope, resulting in bids not being received by the Procurement Office in a timely fashion.

3. **Award:**

The College reserves the right to accept or reject any and all bids. The College will make one award to the Contractor that, in the College's opinion, meets the specifications and qualifications stated herein, and submits the lowest billable labor rate for Technician. The award will be in the form of a contract which, when issued and executed by both parties, will enable the successful Bidder to perform the services specified herein.

4. **Term of Agreement:**

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

5. **Prices:**

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

6. **Payment Terms:**

Contractor shall prepare and present an invoice to:

Suffolk County Community College,
Accounts Payable Department
Attn: Sal Arnold
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.

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. The Model Agreement is attached hereto in Section IV and is made part hereof the Solicitation Documents. The contract is non-exclusive and the College is not bound to request any service.

9. **E-Procurement:**

Not applicable

10. **Specifications:**

Suffolk County Community College requires the Contractor to provide interior seat repair services on an as-needed basis, inclusive of seat hardware refurbishing, reupholstering, seat replacement, etc. Fleet vehicles may include cars, SUVs and vans.

A. **Minimum Qualifications**

- Contractor shall have at least five (5) years of experience in seat repair services similar to those contemplated under this agreement on vehicles including cars, SUVs, trucks, and vans.

B. **Warranty**

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

C. **General Requirements**

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

Normal working hours are 7:00 AM to 3:00 PM Monday through Friday.

Contractor shall complete the work within seven (7) business days of notification by the College, but no longer than 4 weeks. If, for some reason, the repair cannot be performed in accordance with this timeline, Contractor shall work with the requesting Department to schedule and complete the work as soon as possible.

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

Contractor shall have the necessary service staff, tools, and equipment to perform required work in a timely manner. The College will not pay for any tool, equipment, or any rental or replacement expenses associated with the necessary tools or equipment required for normal use.

The College reserves the right to provide materials to the Contractor for use in the repairs of the College's vehicles. If materials are provided by the College, the Contractor shall only bill the College for any labor hours worked during the repair work.

All work shall be performed in accordance with the national code, current edition, and all state and local codes, as applicable, and shall meet New York State Department of Transportation inspection requirements.

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 at no cost to the College.

Contractor shall maintain an adequate level of inventory of new, original manufacturer's parts and materials and/or be able to obtain, within a reasonable amount of time, all necessary replacement parts in order to perform the required services. Contractor shall use the most up-to-date materials being manufactured. No obsolete materials will be allowed. All parts shall be new and must be equal or better than the original. Rebuilt parts may be used only with prior approval of the College. All materials used in performing the work shall be of the highest quality and shall be free from any and all defects. The College reserves the right to furnish parts and materials if deemed to be in the best interest of the College. All parts replaced under this contract shall become the property of the College. The College assumes no responsibility and will not reimburse the Contractor for parts that were ordered or installed prior to the authorization by the College.

Contractor shall be required to submit a budget cost estimate to the appropriate College Office before any work is started. Cost estimates shall be provided by the Contractor at no cost to the College, and no later than five (5) business days. 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%
- Any approved sub-contracting services with its cost, and mark-up of 10%
- Shipping costs associated with the purchasing of parts by the Contractor will be reimbursed at direct cost with no mark-up

Contractor shall be reimbursed in accordance with the Billable Hourly Labor Rates set forth in Section III – Bid Prices.

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

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
- Provide a summary for the labor spent on each job which includes the following:

- Name of Employee(s)
- Date(s) each employee performed work
- Start and end times for each day(s) for each employee
- Billable Hourly Labor Rate for each of the specific work performed on vehicle
- Description of the actual work that was completed
- Manufacturer's invoice for materials/parts
- Equipment costs, if applicable, and approved by the College in writing
- Sub-contractors' invoices
- Receipts for shipping, if applicable and paid outside of the manufacturer's invoice

Under this contract, subcontracting is not permitted unless authorized in writing by the College. If the use of subcontractor(s) is approved by the College, the Contractor is allowed to add up to a ten percent (10%) mark-up to the invoice from the sub-contractor.

11. **Site Visit:**
NA

12. **COVID-19 Safety Protocols**

The Bidder awarded the contract shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH).

End of Section II

End of Text for Attachment A

ATTACHMENT B
COST

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

- (1) Copy of documentation demonstrating bidder's relevant experience for a minimum of five (5) years performing seat repair services on vehicles including cars, SUVs, trucks, and vans.
- (2) The name and contact information of the primary contact who shall be the contract liaison with the College.

Billable Hourly Labor Rates must be inclusive of any administrative tasks such as estimating and billing, as well as tools and equipment, and any other overhead, necessary to complete the required services.

The College will make one award to the Contractor that, in the College's opinion, meets the specifications and qualifications stated herein, and submits the lowest billable labor rate for Technician. Award, if any, will be awarded to the lowest responsive and responsible Bidder, who, in the opinion of the College, meets the specifications and qualifications stated herein, and submits the lowest Billable Hourly Rate for Technician.

Upon contract award, Contractor will bill using the Billable Hourly Rate for Technician for all work assigned under the Agreement.

I. Billable Hourly Labor Rate

Service	Billable Hourly Labor Rate for Technician
Seat Repair Services	\$ 115.00

End of Text for Attachment B