

SUFFOLK COUNTY COMMUNITY COLLEGE

PURCHASE AGREEMENT

TO: Jeffrey Scannelli
President
Suffolk County Brake Service, Inc. ("Contractor")
862 Lincoln Avenue
Bohemia, NY 11716-4104

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: Purchase and Delivery of 2022 Chevrolet Silverado 3500 4x4 Pickup with Plow and Spreader, as more fully described in Attachment A, annexed hereto.

COST: \$58,494.00, together with the warranties as set forth in Attachment B, annexed hereto.

1. The Cost specified in Attachment B constitutes the full obligation of the College for the purchase and delivery of a heavy-duty 4x4 pickup with plow and spreader, as specified in Attachments A and B, annexed hereto and made a part of this Agreement.
2. It is understood that Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or its right, title, or interest herein, or its power to execute this Agreement, to any other person or corporation, except upon the College's prior written consent.
3. Contractor warrants that it is not in arrears to the College or the County of Suffolk upon debt or contract and is not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.
4. It is expressly agreed that Contractor's status hereunder is that of an independent contractor. Neither Contractor nor any person hired by Contractor shall be considered an employee of the College or the County of Suffolk for any purpose.
5. Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by Contractor to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.
6. If any term or provision of this instrument is held invalid or unenforceable, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
7. It is understood that this instrument represents the entire Agreement; that all previous understandings are merged herein; and that no modifications shall be valid unless so amended by mutual written agreement.

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:

**Suffolk County Brake Service, Inc.
Purchase and Delivery of 2022 Chevrolet
Silverado 3500 4x4 Pickup With Plow and Spreader**

Contract No.: 27-CC-160

Civil Rights Compliance Officers


Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, NY 11784
vargasc@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, NY 11784
walkerd@sunysuffolk.edu
(631) 451-4051

12. COVID-19 Safety Protocols

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


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

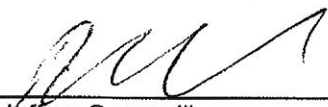
Approved: 
Mark D. Harris, DBA
Vice President for Business and
Financial Affairs

Date: 01.12.2022

APPROVED AS TO LEGALITY
Suffolk County Community College

SUFFOLK COUNTY BRAKE SERVICE, INC.
FID #: 11-1993576
Tel.: (631) 244-7120


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


By: Jeffrey Scannelli
President

Date: 1/12/2022

Date: 1-12-22



Chevrolet of Smithtown

Rock Busto Municipal/Fleet/Commercial | 631-863-8554 | Rock@rockbustofleet.com

ATTACHMENT A

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck MSRP:\$40,300.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, 6-speed automatic, heavy-duty

OPTIONS

CODE	MODEL	MSRP
CK30903	[Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck	\$40,300.00
OPTIONS		
E63	Durabed, pickup bed	\$0.00
SRW	Single Rear Wheels	\$0.00
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
JFN	GVWR, 11,100 lbs. (5035 kg) with single rear wheels Inc.	
GT4	Rear axle, 3.73 ratio	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
PYT	Wheels, 18" (45.7 cm) painted steel	\$0.00
QF6	Tires, LT275/70R18E all-terrain, blackwall	\$0.00
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall	\$0.00
GAZ	Summit White	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 15357. Data Updated: Dec 15, 2021 1:13:00 AM PST.



Chevrolet of Smithtown

Rock Busto Municipal/Fleet/Commercial | 631-863-8554 | Rock@rockbustofleet.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

ZLQ	WT Fleet Convenience Package		\$1,400.00
Z71	Z71 Off-Road Package		\$175.00
VYU	Snow Plow Prep/Camper Package		\$300.00
NQH	Transfer case, two-speed active		\$200.00
K4B	Battery, auxiliary, 730 cold-cranking amps/70 Amp-hr		\$135.00
KW5	Alternator, 220 amps	Inc.	
JL1	Trailer brake controller, integrated		\$275.00
NZZ	Skid Plates	Inc.	
—	Suspension, Off-Road	Inc.	
V46	Bumper, front chrome		\$200.00
VJH	Bumper, rear chrome		\$0.00
VQO	LPO, Black work step		\$440.00
VQK	LPO, Molded splash guards, Black		\$240.00
U01	Lamps, Smoked Amber roof marker, (LED)		\$55.00
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass	Inc.	
VK3	License plate kit, front		\$0.00
QT5	Tailgate, gate function manual with EZ Lift	Inc.	
CGN	Chevytec spray-on bedliner		\$545.00
U2K	SiriusXM Radio		\$100.00
VV4	Wi-Fi Hotspot capable	Inc.	
—	Compass, located in instrument cluster	Inc.	
AXG	Window, power front, drivers express up/down	Inc.	
AED	Window, power front, passenger express down	Inc.	
AU3	Door locks, power	Inc.	
AQQ	Remote Keyless Entry	Inc.	
K34	Cruise control, electronic	Inc.	
9L7	Upfitter switch kit, (5)		\$150.00
KI4	Power outlet, instrument panel, 120-volt		\$225.00
KC9	Power outlet, bed mounted, 120-volt	Inc.	
C49	Defogger, rear-window electric		\$225.00

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Chevrolet of Smithtown

Rock Busto Municipal/Fleet/Commercial | 631-863-8554 | Rock@rockbustofleet.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

JHD	Hill Descent Control	Inc.	
UE1	OnStar and Chevrolet connected services capable		\$175.00
—	Chevrolet Connected Access capable	Inc.	
VQ2	Fleet Processing Option		\$0.00
5H1	Key equipment, two additional keys for single key system		\$45.00
8S3	Backup alarm, 97 decibels		\$138.00
SUBTOTAL			\$45,323.00
Adjustments Total			\$0.00
Destination Charge			\$1,695.00
TOTAL PRICE			\$47,018.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Snow Plow:

**Fisher 8.5' mild steel XV2 – V Plow,
Part #86200**

Salt Spreader:

**Fisher 8' 2 yard stainless steel electric spreader,
Part #99001-1**

End of Text for Attachment A

ATTACHMENT B

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

- (1) The primary contact who shall be the contract liaison with the College.
- (2) The Bidder's Hours and Days of operation for their location
- (3) Bidders must include in the bid response a copy of the window sticker for each vehicle and label the sticker with the corresponding vehicle number in accordance with Section III. Bid Prices.

Bid Price shall include all applicable options and fees, including destination and delivery charges. Note that the College is a tax-exempt organization. Bidders must also indicate the earliest available delivery date. In addition, Bidders shall provide information regarding the vehicle warranty included in the bid price for the vehicle. Bidders shall submit with the bid, the window sticker for the vehicle.

<u>Year, Make & Model</u>	<u>Bid Price</u>	<u>Vin No.</u>	<u>Best Time ARO</u>
2022 CHEVY 3500 reg cab Silverado	\$ 58,494	on order expected February	120 DAYS

CK30903
exceeds
spec

order#
ZZHMWB

Fisher 8.5' mild
~~chrome~~ steel
XV2 - V plow exceeds spec
part# 86200

Fisher 8' 2 yd Stainless steel
spreader electric exceeds spec
part# 99001-1



Chevrolet of Smithtown

Rock Busto Municipal/Fleet/Commercial | 631-863-8554 | Rock@rockbustofleet.com

Vehicle: [Fleet] 2022 Chevrolet Silverado 3500HD (CK30903) 4WD Reg Cab 142" Work Truck (Complete)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 15284. Data Updated: Dec 4, 2021 11:30:00 PM PST.

Dec 5, 2021



Fisher Engineering

**Commercial Warranty
Snowplows**

50 Gordon Drive, Rockland, Maine 04841-2139 • www.fisherplows.com

COMMERCIAL WARRANTY

COVERAGE

Fisher Engineering, a division of FISHER, LLC, warrants to the original purchaser of a FISHER® snowplow that the snowplow will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Fisher Engineering warrants accessories, service parts, and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship.

The foregoing warranties are exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

WHAT IS NOT COVERED

This warranty shall not apply to finish or any parts not furnished by Fisher Engineering or any damage caused by such parts, or to parts which shall have been repaired or altered by other than Fisher Engineering so as, in Fisher Engineering's judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident, or improper installation, maintenance, care, or storage.

Further, attachment of a FISHER snowplow to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Fisher Engineering does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of a FISHER snowplow. Although FISHER snowplows are designed to fit specific vehicle models, Fisher Engineering does not assume any liability for the cost of modification of the snowplow or the vehicle required to attach the snowplow.

Fisher Engineering will not be responsible for any expense related to parts or labor which is unrelated to defects in material and workmanship of a FISHER snowplow.

REMEDY FOR DEFECTIVE SNOWPLOW

If within such warranty periods any part thereof is proved to Fisher Engineering's satisfaction to be defective, such part shall be repaired by Fisher Engineering or its authorized distributor or dealer or, at Fisher Engineering's option, replaced Free On Board (FOB) Fisher Engineering's factory without charge, including labor costs at its standard rate incurred while repairing said snowplow. Fisher Engineering's obligation hereunder shall be limited to such repair or replacement, provided that the original purchaser of that snowplow has followed the procedure for obtaining warranty performance set forth below.

Fisher Engineering's liability is expressly limited to the repair and replacement of defective parts as herein provided. Fisher Engineering shall not be liable for any consequential, incidental, or contingent damages whatsoever, whether for breach of contract, breach of warranty, negligence, or other tort, or on any strict liability theory.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after the discovery of any alleged defect, the original purchaser of the snowplow must notify Fisher Engineering of the claimed defect via their Factory Authorized Distributor/Dealer. The original purchaser must provide proof of original purchase and, at Fisher Engineering's option, return the allegedly defective part through their Factory Authorized Distributor/Dealer.

The following is a registered (®) trademark of Douglas Dynamics, LLC: FISHER®.



Fisher Engineering

**Commercial Warranty
Spreaders**

50 Gordon Drive, Rockland, Maine 04841-2139 • www.fisherplows.com

COMMERCIAL WARRANTY

COVERAGE

Fisher Engineering, a division of FISHER, LLC, warrants to the original purchaser of a FISHER® spreader that the spreader will, for a period of two (2) years after the date of original purchase, be free from defects in material and workmanship. Fisher Engineering warrants accessories, service parts, and components purchased separately for a period of one (1) year after original purchase to be free from defects in material and workmanship.

The foregoing warranties are exclusive and in lieu of all other express and implied warranties (except of title), including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

WHAT IS NOT COVERED

This warranty shall not apply to finish, engine, or any parts not furnished by Fisher Engineering or any damage caused by such parts, or to parts which shall have been repaired or altered by other than Fisher Engineering so as, in Fisher Engineering's judgment, adversely to affect the same, or which shall have been subject to other than normal use or service, negligence, accident, or improper installation, maintenance, care, or storage. Engine manual has separate engine warranty.

Further, attachment of a FISHER spreader to motor vehicles is at the risk and expense of the purchaser. Compliance with applicable motor vehicle regulations is the responsibility of the installer. Fisher Engineering does not assume any liability for any damage to a motor vehicle resulting from the attachment or from the use of a FISHER spreader. Although FISHER spreaders are designed to fit specific vehicle models, Fisher Engineering does not assume any liability for the cost of modification of the spreader or the vehicle required to attach the spreader.

Fisher Engineering will not be responsible for any expense related to parts or labor which is unrelated to defects in material and workmanship of a FISHER spreader.

REMEDY FOR DEFECTIVE SPREADER

If within such warranty periods any part thereof is proved to Fisher Engineering's satisfaction to be defective, such part shall be repaired by Fisher Engineering or its authorized distributor or dealer or, at Fisher Engineering's option, replaced Free On Board (FOB) Fisher Engineering's factory without charge, including labor costs at its standard rate incurred while repairing said spreader. Fisher Engineering's obligation hereunder shall be limited to such repair or replacement, provided that the original purchaser of that spreader has followed the procedure for obtaining warranty performance set forth below.

Fisher Engineering's liability is expressly limited to the repair and replacement of defective parts as herein provided. Fisher Engineering shall not be liable for any consequential, incidental, or contingent damages whatsoever, whether for breach of contract, breach of warranty, negligence, or other tort, or on any strict liability theory.

PROCEDURE FOR OBTAINING WARRANTY PERFORMANCE

Within ten (10) days after the discovery of any alleged defect, the original purchaser of the spreader must notify Fisher Engineering of the claimed defect via their Factory Authorized Distributor/Dealer. The original purchaser must provide proof of original purchase and, at Fisher Engineering's option, return the allegedly defective part through their Factory Authorized Distributor/Dealer.

End of Text for Attachment B

The following is a registered (®) trademark of Douglas Dynamics, LLC: FISHER®.