



112 College Road
Loch Sheldrake,
New York 12759-5723
845-434-5750
Fax: 845-434-4806

SULLIVAN
COUNTY COMMUNITY COLLEGE
S · U · N · Y

August 25, 2010

Gentlemen:

You are invited to bid on the attached list of specifications for Bid: "E" CULINARY ARTS PRODUCE to be opened on Wednesday, September 8, 2010 at 3:00 p.m. You may bid on individual items or on the entire list.

No bid will be considered unless the Bid Form attached to our Proposal and Specifications Document is properly completed, signed, and returned no later than 3:00 p.m., Wednesday, September 8, 2010. The bid price must include delivery to Sullivan County Community College, Loch Sheldrake, New York 12759. Please extend prices if more than one item is requested. No bid will be considered which does not meet with these conditions. Bid price must hold firm for a period beginning September 8, 2010 to August 31, 2011. In the event that pricing cannot be held for the period required, the bidder shall indicate fixed price holding time.

The College will issue a call Purchase Agreement for items awarded. Orders may be placed Monday through Friday and must be given to a live person. Bidder must enter in case size he is bidding on. All amounts ordered will vary depending on the number of classes and class size and no minimum order shall be required. Deliveries must be made on Monday, Wednesday, and Friday between the hours of 9:00 a.m. and 4:00 p.m.

Please return the Sealed Bid in the bid return envelope provided, or if returning in your own envelope, mark on the outside of the envelope: SEALED BID: "E" CULINARY ARTS PRODUCE to be opened on Wednesday, September 8, 2010 at 3:00 p.m. If you have any questions, please contact me at (845) 434-5750, extension 4267.

Sincerely,

Lorry-Lynn Irwin
Purchasing Services

LI
Encs.

LEGAL NOTICE

SULLIVAN COUNTY COMMUNITY COLLEGE

Sealed bids for the following will be received by the Vice President for Administrative Services at the Purchasing Services Office (Room J007B), of Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759 (845) 434-5750, extension 4267 as follows:

BID: "A" CULINARY ARTS DAIRY SUPPLIES to be opened on Wednesday, September 8, 2010 at 2:00 p.m.

"B" CULINARY ARTS FISH PRODUCTS to be opened on Wednesday, September 8, 2010 at 2:15 p.m.

"C" CULINARY ARTS FROZEN FOODS AND SPECIAL ITEMS to be opened on Wednesday, September 8, 2010 at 2:30 p.m.

"D" CULINARY ARTS MEAT PRODUCTS to be opened on Wednesday, September 8, 2010 at 2:45 p.m.

"E" CULINARY ARTS PRODUCE to be opened on Wednesday, September 8, 2010 at 3:00 p.m.

Information on BID FORMS and specifications may be obtained from the Purchasing Services Office at the above address or online at www.sunysullivan.edu/purchasing/. All bids are subject to terms and conditions therein set forth.

Berry Hafkin
Assistant Vice President for
Administrative Services

SULLIVAN COUNTY
COMMUNITY COLLEGE
112 COLLEGE ROAD
LOCH SHELDRAKE
NEW YORK, 12759

BID PROPOSAL:

“E” CULINARY ARTS PRODUCE

BID SPECIFICATION:

TO PROVIDE S.C.C.C. WITH PRODUCE AS PER THE ATTACHED SPECIFICATIONS.

PUBLISHED IN THE FOLLOWING NEWSPAPERS ON THE DATE INDICATED:

SULLIVAN COUNTY DEMOCRAT, ONE TIME ONLY, FRIDAY, AUGUST 27, 2010

TIMES HERALD RECORD, ONE TIME ONLY, FRIDAY, AUGUST 27, 2010

BID OPENING SET FOR WEDNESDAY **AT** 3:00 P.M.

ON SEPTEMBER 8, **2010** **IN THE CONFERENCE ROOM**

(ROOM H048), FOR THE VICE PRESIDENT FOR ADMINISTRATIVE SERVICES.

SULLIVAN COUNTY COMMUNITY COLLEGE
112 COLLEGE ROAD
LOCH SHELDRAKE, NEW YORK 12759

PROPOSAL, SPECIFICATIONS AND BID FORM
FOR THE SALE TO THE SULLIVAN COUNTY COMMUNITY COLLEGE

OF

“E” CULINARY ARTS PRODUCE

1. Pursuant to the provisions of County Law, sealed bids for the sale to the Sullivan County Community College: “E” CULINARY ARTS PRODUCE

WILL BE RECEIVED BY THE Vice President for Administrative Services of the Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759 until, **3:00 p.m., WEDNESDAY on SEPTEMBER 8, 2010** at which time they will be publicly opened.

2. All bids must be on the official bid form and enclosed in an envelope which must be sealed and addressed as follows:
Office of Purchasing Services
Sullivan County Community College
112 College Road
Loch Sheldrake, New York 12759

BID: “E” CULINARY ARTS PRODUCE

3. Bids shall hold firm for a period of ONE YEAR from the date of the bid opening, during which time the bidder may not withdraw his bid. The successful bidder, upon award, will be required to enter into a written contract to comply with all of the specifications and conditions herein.
4. Separate bids are solicited for CULINARY ARTS PRODUCE in accordance with the detailed specifications on page **7, 8, 9, & 10 of 19** and separate awards will be made.
5. The bid price or prices shall include any charges for delivery and installation, if installation is required as set forth in the details in later paragraphs. Delivery and/or installation is to be made as requested by the Steward’s Office per the attached bid specifications to Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759.
6. The Sullivan County Community College, being tax exempt, will furnish the successful bidder with a Tax Exemption Certificate, wherever required.

7. In determining the qualification of a bidder, the Vice President for Administrative Services will consider the record in the performance of any contract in which he may have entered with other Public Bodies, and reserves the right to reject the bid of such bidder if the record discloses that such bidder, in the opinion of the said Vice President for Administrative Services, has not properly performed such contracts pursuant to specifications and/or contracts. The Vice President for Administrative Services may make such investigation as he/she deems necessary to determine the ability of the bidder to perform the terms of the specifications and contract, and the bidder shall furnish the Vice President for Administrative Services such information for this purpose as the Vice President for Administrative Services may request.
8. Should the bidder find discrepancies or omissions in the specifications, he shall at once notify the Vice President for Administrative Services, who will send out written instructions to all bidders. NO oral interpretation of the specifications or other contract documents will be given to any bidder. Every request for such interpretation shall be addressed in writing to the Vice President for Administrative Services and to be given consideration, it should be received at least five days prior to the date set for the opening of the bids. All such interpretation and supplemental instructions will be in the form of written addenda to the specifications, and become a part of the contract documents. Failure to receive any such addenda shall not relieve any bidder from any obligation under his bid as submitted.
9. Definition of apparatus, articles or materials by name or such specific description is intended only to convey to the contractor or bidder the understanding of the degree of performance, excellence or quality required. Any article or material which will conform substantially to the standards of excellence established in the specifications and is of equal merit, operation, strength, durability, appearance, and ability to perform the required functions, will be deemed eligible for offer. The Vice President for Administrative Services, for and in behalf of the Sullivan County Community College, shall be the sole judge as to determine whether equivalents are equal to the items specifically identified.
10. The bidder agrees to comply with all provisions of the Labor Law applicable to this Contract, and, according to the provisions of the General Municipal Law, may not assign said contract or subcontract without written consent of the Vice President for Administrative Services of the Sullivan County Community College.

11. In accordance with the provisions of Section 103-A of the General Municipal Law, the following clause is hereby inserted to provide:

“That upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

 - (A) Such person, and any firm, partnership or corporation of which he is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide that
 - (B) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, be such person, and by any firm, partnership or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.
 - (C) The bidder states that the bid was arrived at independently and submitted without collusion with any other bidder or vendor; and further, that the contents of the bid have not been communicated to any person, other than an employee of the bidder or its surety when a bond is furnished, and that no attempt has been made to induce another person or bidder to submit or not submit a bid or proposal; and that the statements herein are accurate and true.”
12. If the bidder herein is a corporate bidder, there must be attached hereto a resolution indicating that the submission of this bid was authorized by the corporation.
13. The Vice President for Administrative Services, for and in behalf of the Sullivan County Community College, reserves the right to waive all formalities, to reject any or all bids, or to accept any bid or bids which he/she deems for the best interest of the College.
14. Should a bid be awarded, oral acceptance will not be honored. A written notice, such as a purchase order and/or written contract signed by an authorized agent of the College issued within thirty days of the opening will be necessary.
15. The pages following showing detailed specifications and/or requirements together with the bid form are made a part and parcel of the “PROPOSAL, SPECIFICATIONS, AND BID FORM.”

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Acorn Squash	Each	40		
Apples, Empire	Case	3		
Apples, Granny Smith	Case	6		
Apples, Mac	Case	2		
Apples, R.D.	Case	3		
Apples,G.D.	Case	1		
Arugula	Bunch	16		
Asparagus	Pound	80		
Avocado	Each	30		
Bananas	Each	170		
Basil	Bunch	80		
Beans, Green, Haricot Vert	Pound	40		
Beet	Pound	30		
Belgium Endive	Each	48		
Blueberries	Pint	12		
Boston Lettuce	Head	44		
Broccoli	Bunch	129		
Butternut Squash	Each	50		
Cabbage, Green	Head	85		
Cabbage, Red	Pound	121		
Cantaloupe	Each	55		
Carrots, baby with tops	Case	1		
Carrots	Pound	900		
Casaba	Each	12		
Cauliflower	Head	86		
Celeriac	Each	10		
Celery 24's	Bunch	223		
Cherry Tomatoes	Pint	67		
Chervil	Bunch	4		
Chestnuts, Fresh	Pound	20		
Chicory	Head	8		
Chives	Bunch	50		
Corn on the cob	Case	2		
Cranberries	Pound	10		
Cucumber, Kirby	bushel	1		
Cucumber	Each	300		

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Dill	Bunch	50		
Eggplant, baby	Case	1		
Eggplant	Each	70		
Escarole	Head	8		
Fennel Fr.	Head	15		
Figs, Fresh	Pound	20		
Garlic	Pound	100		
Ginger	Pound	20		
Grapefruit, 32' White	Each	60		
Grapes, Green	Pound	40		
Grapes, Red	Pound	27		
Green Beans	Pound	100		
Green Beans, Haricot Vert	Case	5		
Honey Dew Melon	Each	34		
Iceberg Lettuce	Head	40		
Jicama	Each	20		
Kiwi	Each	120		
Leeks	Bunch	65		
Lemons 140	Case	11		
Lettuce, Radicchio	Each	88		
Lettuce,Bibb	Head	30		
Lettuce,Boston	Each	5		
Lettuce,Chichory	Each	15		
Lettuce,Escarole	Each	8		
Lettuce,Frise'	Bunch	22		
Lettuce,Iceberg	Each	55		
Lettuce,Leaf, Green	Each	35		
Lettuce,Leaf, Red	Each	35		
Lettuce,mesculin	Pound	75		
Lettuce,Romaine	Each	109		
Limes, 45 ct.	Case	18		
Melon, Cantaloupe	Each	55		
Melon, Honeydew	Each	55		
Microgreens, Assorted	Flat	4		
Mint Leaves	Bunch	45		
Mushrooms, Buttons	Tills	80		
Mushrooms, Enoki	Tills	2		

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Mushrooms, Medium	Tills	50		
Mushrooms, Oyster	Pound	10		
Mushrooms, Portabello	flat	4		
Mushrooms, Shitake	Tills	5		
Mushrooms, Specials	Tills	10		
Onions, Spanish	Pound	1250		
Onions, Red	Pound	50		
Oranges 88	Case	15		
Papaya	Each	16		
Parsley	Bunch	246		
Parsley, Italian	Bunch	50		
Parsnips	Pound	5		
Pea Pods	Pound	23		
Pears, Anjou	Each	65		
Pearl Onions, Tiny	Pound	25		
Pears	Each	110		
Peppers, Poblano	Case	2		
Peppers, Chipolte	Pound	7		
Peppers, Green	Pound	180		
Peppers, Red	Pound	147		
Peppers, Yellow	Pound	66		
Pineapple, Hawaiian	Each	50		
Potatoes, Bakers 90's	Case	20		
Potatoes, Chef's	Pound	550		
Potatoes, Red Size B	Pound	80		
Potatoes, Sweet	Pound	5		
Pumpkins, medium	Case	1		
Radicchio	Each	50		
Radishes	Cello	35		
Scallions	Bunch	100		
Shallots	Pound	42		
Spinach	Cello	25		
Spinach, baby	Cello	144		
Strawberries	Pint	150		
Tarragon Leaves	Bunch	12		
Tomatoes, 6x6	Case	23		
Tomatoes, Green	Pound	6		

DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
Turnips, White	Pound	55		
Turnips, Yellow	Pound	22		
Watercress	Bunch	23		
Watermelon	Each	11		
Yellow Squash, Summer	Pound	65		
Zucchini	Pound	100		
GRAND TOTAL				

SULLIVAN COUNTY COMMUNITY COLLEGE

REQUEST FOR BID

BID: "E" CULINARY ARTS PRODUCE

THE SULLIVAN COUNTY COMMUNITY COLLEGE PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR SERVICES:

TITLE: "E" CULINARY ARTS PRODUCE

OPENING DATE: WEDNESDAY, SEPTEMBER 8, 2010 AT 3:00 PM

FOR ADDITIONAL INFORMATION CONTACT:

LORRY-LYNN IRWIN, T.A./PURCHASING (845) 434-5750 EXT. 4267
SULLIVAN COUNTY COMMUNITY COLLEGE
112 COLLEGE RD.
LOCH SHELDRAKE, NY 12759

LISA ROSENBERGER (845) 434-5750 EXT. 4256
SULLIVAN COUNTY COMMUNITY COLLEGE
112 COLLEGE RD.
LOCH SHELDRAKE, NY 12759

HAND CARRIED OFFERS WILL BE RECEIVED AT THE PURCHASING OFFICE, ROOM J007B, IN THE HAROLD GOLD BUILDING OF SULLIVAN COUNTY COMMUNITY COLLEGE, 112 COLLEGE ROAD, LOCH SHELDRAKE, NY

OFFERS WILL BE RECEIVED UNTIL 3:00 PM ON SEPTEMBER 8, 2010

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

OFFERS WILL BE OPENED PROMPTLY AT 3:00 PM AT:

SULLIVAN COUNTY COMMUNITY COLLEGE
H048 CONFERENCE ROOM
112 COLLEGE ROAD
LOCH SHELDRAKE, NY 12759

BIDDER COMPLIANCE FORM

BID: "E" CULINARY ARTS PRODUCE

OPENING DATE: SEPTEMBER 8, 2010
OPENING TIME: 3:00 PM

FOR FURTHER INFORMATION
CALL LORRY-LYNN IRWIN
AT (845) 434-5750 EXT. 4267

DELIVERY DATE: ASAP
COMPLETION DATE: N/A

BID BOND PERCENT: N/A
(OR CERTIFIED CHECK)

PERFORM BOND PCT: N/A

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:
(MINIMAL ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: _____ %

30 CALENDAR DAYS: _____ %

OTHER: _____ CALENDAR DAYS: _____ %

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS, CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____

COMPANY NAME: _____ EIN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ FAX: _____

EMAIL: _____

BID FORM

TO: Vice President for Administrative Services
Sullivan County Community College
112 College Road
Loch Sheldrake, New York 12759

In accordance with the proposal and specifications, Pages 3 to 19 the undersigned submits the following bid or bids:

BID: "E" CULINARY ARTS PRODUCE

BID OPENING: WEDNESDAY, SEPTEMBER 8, 2010 AT 3:00 P.M.

FEDERAL ID NUMBER

NAME OF BIDDER (PRINT OR TYPE)

SIGNATURE AND TITLE

ADDRESS

CITY, STATE, ZIP

DATE

TELEPHONE NUMBER

IF THE BIDDER IS A CORPORATION,
THE FOLLOWING CERTIFICATION MUST BE COMPLETED:

I, _____, the Secretary of the aforementioned corporation, do hereby certify that the bid and/or bids submitted above are duly authorized by a Resolution of the Corporation.

NON-COLLUSIVE BIDDING CERTIFICATION

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 or perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

The person signing this bid or proposal, under the penalties of perjury, affirms the truth thereof.

DATED

(Corporate Seal)

SIGNATURE OF BIDDER, IF
INDIVIDUAL

NAME OF CORPORATION

ADDRESS

CITY, STATE, ZIP

AUTHORIZED SIGNATURE

SUPPLEMENTAL TERMS & CONDITIONS

SUPPLEMENTAL TERMS & CONDITONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

CITED MODEL:

THE MODEL(S) CITED HEREIN IS (ARE) INTENDED ONLY AS A REFERENCE; HOWEVER ANY MODEL OFFERED MUST MEET OR EXCEED ALL SPECIFICATIONS OF THE CITED MODEL(S) BY VIRTUE OF PERFORMANCE AND/OR PHYSICAL SPECIFICATIONS.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED COLLEGE REPRESENTATIVE.

DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT:

ANY OFFER IN RESPONSE TO THIS REQUEST MUST INCLUDE DELIVERY, UNPACKING, ASSEMBLY AND PLACEMENT OF ITEMS AS SPECIFIED IN THIS REQUEST.

DESIGN CONFORMANCE - OSHA:

THE DESIGN OF ALL EQUIPMENT PURCHASED AS A RESULT OF AN OFFER MADE IN RESPONSE TO THE REQUEST SHALL BE IN CONFORMANCE WITH ALL APPLICABLE REGULATIONS OF THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT WHICH ARE IN EFFECT AT THE TIME OF DELIVERY.

FREIGHT, AS INDICATED:

F.O.B. POINT OTHER THAN INDICATED BY THE COLLEGE WILL NOT BE ACCEPTABLE.

FREIGHT, PREPAID:

FREIGHT WILL BE F.O.B. DESTINATION - FREIGHT PREPAID. F.O.B. POINT OTHER THAN INDICATED BY THE COLLEGE WILL NOT BE ACCEPTABLE.

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE COLLEGE. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

INSPECTION OF MATERIALS:

THE COLLEGE RESERVES THE RIGHT TO INSPECT MATERIALS PROVIDED BY THE OFFEROR

THROUGH A CONTRACT RESULTING FROM THIS REQUEST TO DETERMINE THEIR QUALITY, FITNESS AND SUITABILITY. INSPECTION OF THESE MATERIALS MAY BE CONDUCTED WHENEVER THE COLLEGE CONSIDERS NECESSARY.

LOCAL AREA MAINTENANCE:

NO OFFER WILL BE CONSIDERED UNLESS ADEQUATE MAINTENANCE IS AVAILABLE IN SULLIVAN COUNTY. OFFERORS SHALL INDICATE THE NEAREST SUPPLIER OF PARTS AND SERVICE. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE OFFER. THE COLLEGE RESERVES THE RIGHT TO CONDUCT ON-SITE INSPECTIONS OR REQUEST INVENTORY PARTS LISTS TO DETERMINE THE ADEQUACY OF LOCAL AREA MAINTENANCE. THE COLLEGE WILL BE THE SOLE JUDGE OF THE ADEQUACY OF THE OFFEROR TO PROVIDE LOCAL AREA MAINTENANCE.

MANUFACTURER'S INFORMATION:

ANY OFFER MADE IN RESPONSE TO THIS REQUEST MUST INCLUDE THE MANUFACTURER'S MAKE AND MODEL NUMBER (AS APPLICABLE) OF EACH ITEM AND LITERATURE CLEARLY DESCRIBING THE ITEM. FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF THE OFFER

MATERIALS AND WORKMANSHIP:

ALL MATERIALS FURNISHED BY THE OFFEROR SHALL BE FREE FROM DEFECTS AND IMPERFECTIONS. WORKMANSHIP SHALL BE IN ACCORD WITH THE BEST INDUSTRY STANDARDS AND PRACTICES. BOTH MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO THE APPROVAL OF THE COLLEGE.

TITLE:

TITLE TO ALL ITEMS OF TANGIBLE PERSONAL PROPERTY, SERVICES AND CONSTRUCTION PROVIDED PURSUANT TO A CONTRACT RESULTING FROM THIS REQUEST SHALL PASS TO THE COLLEGE AT THE TIME OF PAYMENT FREE AND CLEAR OF ALL LIENS, CLAIMS, SECURITY INTEREST AND ENCUMBRANCES.

INSURANCE:

THE CONTRACTOR SHALL PROCURE AND MAINTAIN AT ITS EXPENSE UNTIL FINAL PAYMENT BY THE COLLEGE FOR SERVICES COVERED BY THIS AGREEMENT, INSURANCE IN THE KINDS AND AMOUNTS HEREINAFTER PROVIDED WITH INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NEW YORK, COVERING ALL OPERATIONS UNDER THIS AGREEMENT, WHETHER PERFORMED BY IT OR ITS AGENTS. BEFORE COMMENCING THE SERVICES AND ON THE RENEWAL OF ALL COVERAGES, THE CONTRACTOR SHALL FURNISH TO THE COLLEGE A CERTIFICATE OR CERTIFICATES

NAMING:

THE STATE OF NEW YORK, SULLIVAN COUNTY AND SULLIVAN COUNTY COMMUNITY COLLEGE,

IN FORM SATISFACTORY TO THE COLLEGE SHOWING THAT IT HAS COMPLIED WITH THIS SECTION. ALL CERTIFICATES OF INSURANCE SHALL PROVIDE THAT THIRTY (30) DAYS WRITTEN NOTICE BE GIVEN TO THE ASSISTANT TO THE VICE PRESIDENT OF ADMINISTRATIVE SERVICES, SULLIVAN COUNTY COMMUNITY COLLEGE, 112 COLLEGE RD. LOCH SHELDRAKE,

NEW YORK 12759, BEFORE A POLICY IS CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED. VARIOUS TYPES OF REQUIRED INSURANCE MAY BE WRITTEN IN ONE OR MORE POLICIES. WITH RESPECT TO ALL COVERAGES REQUIRED OTHER THAN WORKERS' COMPENSATION, THE COLLEGE SHALL BE NAMED AN ADDITIONAL INSURED. ALL COVERAGES AFFORDED SHALL BE PRIMARY WITH RESPECT TO OPERATIONS PROVIDED. KINDS AND AMOUNTS OF INSURANCE REQUIRED ARE AS FOLLOWS:

A. COMMERCIAL GENERAL LIABILITY INSURANCE - A COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WITH COMBINED LIMITS OF LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE AS FOLLOWS:

\$1,000,000 PER OCCURRENCE

\$1,000,000 POLICY AGGREGATE

\$1,000,000 PRODUCTS LIABILITY/COMPLETED OPERATIONS

\$1,000,000 PERSONAL AND ADVERTISING INJURY

\$ 50,000 FIRE - LEGAL

\$ 5,000 MEDICAL PAYMENTS

SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR ALL OPERATIONS PERFORMED FOR THE COLLEGE BY THE CONTRACTOR AND CONTRACTUAL LIABILITY COVERAGE SHALL SPECIFICALLY INSURE THE HOLD HARMLESS PROVISIONS OF THIS AGREEMENT.

B. AUTOMOBILE LIABILITY INSURANCE - AN AUTOMOBILE LIABILITY POLICY WITH LIABILITY LIMITS IN AMOUNTS NOT LESS THAN \$1,000,000 COMBINED SINGLE LIMIT OF LIABILITY FOR BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE IN ANY ONE OCCURRENCE. SAID POLICY OF INSURANCE MUST INCLUDE COVERAGE FOR THE USE OF ALL OWNED, NON-OWNED, HIRED AUTOMOBILES, VEHICLES AND OTHER EQUIPMENT BOTH ON AND OFF WORK.

C. WORKERS' COMPENSATION INSURANCE - WORKERS' COMPENSATION INSURANCE FOR ITS EMPLOYEES IN ACCORDANCE WITH THE PROVISIONS OF THE WORKERS' COMPENSATION ACT OF THE STATE OF NEW YORK.

D. INCREASED LIMITS - IF, DURING THE TERM OF THIS AGREEMENT, THE COLLEGE REQUIRES THE CONTRACTOR TO INCREASE MAXIMUM LIMITS OF ANY INSURANCE REQUIRED HEREIN, AN APPROPRIATE ADJUSTMENT IN THE CONTRACTOR'S COMPENSATION WILL BE MADE.

BIDDER DOCUMENTS REQUIRED FOR BID

- BIDDER COMPLIANCE FORM
- TECHNICAL SPECIFICATIONS WITH BID PRICES
- BID FORM
- NON-COLLUSIVE BIDDING CERTIFICATION
- BIDDER COMMENTS FORM