



845-434-5750
Fax: 845-434-4806

SULLIVAN
COUNTY COMMUNITY COLLEGE
S · U · N · Y

September 23, 2019

Greetings:

You are invited to bid on the attached list of specifications for BID: GARBAGE AND WASTE REMOVAL 09-23-19 to be opened on Thursday, October 17, 2019 at 11:00 a.m.

The scope is for the Contractor to furnish service, labor, and equipment based upon the attached specifications for the purpose of collection, hauling and disposition of garbage and refuse generated at Sullivan County Community College. The College also has a recycling container which will need to be emptied as per the attached specifications. The Contractor must adhere to all New York State Department of Labor Prevailing Wage rules and regulations as stated in for BID: GARBAGE AND WASTE REMOVAL 09-23-19. Bids will be for the period of three (3) year beginning on November 1, 2019 through August 31, 2022 with an option of two (2) one (1) year renewals if satisfied with the service.

No bid will be considered unless the Bid Form attached to our bid documents is signed and returned on or before 5:00 p.m., Wednesday, October 16th.2019. If returning in your own envelope, please mark on the outside: BID: GARBAGE AND WASTE REMOVAL 09-23-19 to be opened on Thursday, October 17, 2019 at 11:00 a.m.

If you have any questions, please contact me at 845-434-5750, extension 4267.

Very truly yours,

Stephen Samuel
Coordinator of Purchasing

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Encs.

LEGAL NOTICE

SULLIVAN COUNTY COMMUNITY COLLEGE

Request for proposals for SUNY Sullivan of the following will be received.
BID: GARBAGE AND WASTE REMOVAL 09-23-19 to be opened on Thursday,
October 17, 2019 at 11:00 a.m.

Information regarding BID GARBAGE AND WASTE REMOVAL 09-23-19 may be
obtained from the Purchasing Services Office at the above address or online at:
<http://www.sunysullivan.edu/purchasing/>. All bids are subject to terms and conditions
therein set forth.

Stephen Samuel
Coordinator of Purchasing

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

BID PROPOSAL:

GARBAGE AND WASTE REMOVAL 09-23-19

BID SPECIFICATION:

TO PROVIDE SULLIVAN COUNTY COMMUNITY COLLEGE WITH GARBAGE AND WASTE REMOVAL
AS PER THE ATTACHED SPECIFICATIONS.

PUBLISHED IN THE FOLLOWING:

SULLIVAN COUNTY DEMOCRAT, and TIMES HERALD RECORD

BID OPENING SET FOR THURSDAY AT 11:00 A.M.

ON October 17th 2019 IN THE CONFERENCE ROOM (H048),

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

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

OF

GARBAGE AND WASTE REMOVAL 09-23-19

1. Pursuant to the provisions of County Law, sealed bids for the sale to the Sullivan County Community College:

WILL BE RECEIVED BY THE Purchasing Department of Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759 until, **5:00 p.m., Wednesday on October 16th, 2019.**

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: GARBAGE AND WASTE REMOVAL 09-23-19

3. Bids shall hold firm for a period of Three (3) year beginning November 1, 2019 through August 31, 2022 with an option of two (2) one (1) year renewals if satisfied with the bid. During this period of 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. 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 per the attached bid specifications to Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759.
5. The Sullivan County Community College, being tax exempt, will furnish the successful bidder with a Tax Exemption Certificate, wherever required.
6. In determining the qualification of a bidder, the President Office 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 President, has not properly performed such

contracts pursuant to specifications and/or contracts. The President 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 President such information for this purpose as the President may request.

7. Should the bidder find discrepancies or omissions in the specifications, he shall at once notify the President, 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 President 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.
8. 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 President, 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.
9. 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 President of Sullivan County Community College.
10. In accordance with the provisions of Section 103-A of the General Municipal Law, the following clause is hereby inserted to provide:

A. 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.

11. 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.
12. The President , 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.
13. 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.
14. 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.

BID FORM

TO: Coordinator of Purchasing
Sullivan County Community College
112 College Road
Loch Sheldrake, New York 12759

In accordance with the proposal and specifications, Pages **1** to **15** the undersigned submits the following bid or bids:

BID: GARBAGE AND WASTE REMOVAL 09-23-19
BID OPENING: THURSDAY, 17th, 2019 AT 11:00 A.M.

TOTAL AMOUNT BID FOR THE PERIOD OF November 1, 2019th TO AUGUST 31, 2020(ATTACH YOUR BID PROPOSAL AND DOCUMENTATION OF OPTIONS TO BE USED WITH PRICING): \$ _____

TOTAL AMOUNT BID FOR FOR THE PERIOD OF November 1, 2020 TO AUGUST 31, 2021(ATTACH YOUR BID PROPOSAL AND DOCUMENTATION OF OPTIONS TO BE USED WITH PRICING): \$ _____

TOTAL AMOUNT BID FOR THE PERIOD OF Nov 1, 2021 TO AUGUST 31, 2022(ATTACH YOUR BID PROPOSAL AND DOCUMENTATION OF OPTIONS TO BE USED WITH PRICING): \$ _____

	NAME OF BIDDER (PRINT OR TYPE)

	SIGNATURE AND TITLE

	ADDRESS

	CITY, STATE, ZIP

_____	TELEPHONE NUMBER
DATE	_____
	FEIN 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.

SIGNATURE

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

SULLIVAN COUNTY COMMUNITY COLLEGE
112 COLLEGE ROAD
LOCH SHELDRAKE, NY 12759

BID: GARBAGE AND WASTE REMOVAL 09-23-19
BID OPENING: THURSDAY, October 19th, 2019 AT 11:00 A.M.

SPECIFICATIONS

1. **SCOPE:**

Contractor shall furnish service, labor, and equipment based upon the specifications expressed as follows for the purpose of collection, hauling, and disposition of garbage and refuse generated at the Sullivan County Community College facility. The service shall include, but is not necessarily limited to, the following areas or items;

A Provide a compactor unit or an alternate plan to be located at the College facility.

Contractor must provide equipment specifications and pertinent information with the bid.

B. Contractor shall provide all equipment in proper working order. This includes a compactor unit or container(s), as well as vehicles used for transit and hauling on College roads or property. All equipment shall meet legal requirements for environmental, occupational health and safety. The College maintains the right to order the removal and replacement of any equipment found not to meet the requirements aforementioned. The Contractor shall agree to provide clean and sanitized equipment and shall further agree to clean and sanitize on a regular basis, or when requested to do so by the College.

C. Contractor must adhere to all New York State Department of Labor Prevailing Wage rules and regulations as stated in BID: GARBAGE AND WASTE REMOVAL 09-23-19. A copy of this schedule may be obtained at the following web site:

<http://www.sunysullivan.edu/purchasing/>

D. Contractor must provide the College with a Certificate of Liability Insurance Certificate as stated in our Supplemental Terms and Conditions.

2. **GENERAL:**

Bid proposals are requested for Domestic Waste Services to include the following:

Provide, service, and maintain a Compactor System for use by Sullivan County Community College.

The Compactor Unit will be sized to accommodate domestic wastes based on the equivalent of six to nine un-compacted yards of waste. The system must accommodate removal and carting of wastes at a frequency of every two to four days. Under no circumstances will said wastes be left on any College property beyond four days. The unit will be serviced immediately upon notification from the College. Notification will be based on fullness and or odors which may exist as a result of time and other conditions.

Proposed compactor system must have the ability to operate on electrical systems provided by the College. Voltage ranges must meet 208 VAC single phase (please specify in your bid package). The system must be sized to fulfill the current requirements and be easy to use and load. College employees and or contractors must be able to load wastes into the system without being injured in any way. The system must be located in an area that is safe and convenient. Vehicles must be able to service the system without damaging paved or unpaved surfaces.

New York State Environmental Conservation Regulations require that all waste holding and transportation systems must be kept tight to prevent the environment and or animals from coming in contact with such wastes. This means that during the process of loading and or off-loading of the wastes there may not be any leakage or spillage associated with any and or all of the equipment. The Contractor must be sure that the equipment to be provided in this proposal meets all New York State Department of Environmental Conservation regulations. Failure to observe and provide said equipment and or services under the above terms will result in cancellation of the contract.

RECYCLING:

Provide service and maintain a recycling container the collection and carting of all recyclable wastes. This includes office paper, newspaper, metal cans, glass bottles, cardboard, and any other recyclable wastes that are accepted by the County of Sullivan. The College requires that the container be totally emptied when full or at least once per week. In addition, if there are circumstances that generate greater volumes of any recyclable, the contractor shall be notified to collect and remove such wastes. Failure to respond will result in cancellation of the contract.

3. CONTRACTORS RESPONSIBILITIES:

The Contractor agrees to meet all specifications both general and equipment types. Also, it shall be required of the Contractor that the service will be timely, i.e., it will be within the time stated in the bid specifications.

A. OPERATION: The Contractor will provide service in a reasonable unobtrusive manner. Excessively noisy operations may not be acceptable. The Contractor is

required to maintain all equipment in a fully operational and safe condition. All equipment is to be kept clean, sanitized and odor free. Under no circumstances may the Contractor transfer wastes from another customer or location into a compactor or dumpster provided to and for the College. Under no circumstances may any recyclable wastes be transferred to the domestic waste compactor or dumpsters without the approval of the College Recycling Coordinator, found in Room H044 in the Buildings and Grounds area. Failure to comply with any of the articles within this specification will result in cancellation of the contract.

- B. SPILLAGE AND LEAKAGE: The equipment used by the Contractor shall not cause leakage or spilling of material contained. Vehicles used for pickup and hauling of containers or wastes shall be free of leaking seams and body seals. Containers shall be of such design as to prevent wind blown wastes. Any and all spillage, oil leaks, etc., shall be removed and/or cleaned up by the Contractor if they should occur during the process of packing and/or the loading of wastes or containers. All service vehicles, trucks, compactors, or dumpsters shall be well maintained so as not to permit any form of substances, wastes, engine or hydraulic oil(s) from leaking or spilling on College roadways, paved or unpaved surfaces. The Contractor must make sure that the equipment to be provided in this proposal meets all New York State Department of Environmental Conservation regulations. The New York State Department of Environmental Conservation Spill Control Plan states that any oil spill that occurs on a dirt surface must be cleaned up immediately and if the spill occurs on pavement it must be cleaned up within two (2) hours of the occurrence or must be reported to the New York State Department of Environmental Conservation. There will not be any exceptions made to this plan and failure to comply will result in cancellation of the contract.

4. PAYMENT:

The Contractor is to submit monthly billings to include adjustments if applicable to reflect failure to provide service according to the specifications and contract. If there is a consistent problem with failure to pickup, the College reserves the right to deduct this from the monthly invoice.

Contractor must adhere to all New York State Department of Labor Prevailing Wage rules and regulations as stated in BID: GARBAGE AND WASTE REMOVAL 09-23-19. The Contractor must maintain all payroll records and have them available upon request from the New York State Department of Labor.

5. **CONTRACT PERIOD:**

The contract is for the period of three (3) year from Nov 1, 2019 through August 31, 2022. The College will have the option to renew the contract for two (2) one (1) year contract periods if satisfied with the service. The College also reserves the right to cancel the contract at any time due to dissatisfaction with the Contractor.

6. **PROPOSAL REQUIREMENTS AND SUBMITTAL:**

The Contractor must provide all pertinent contact information. This must include the Contractor's name, address and mailing address if different than their permanent legal address, telephone numbers, and e-mail address.

The Contractor must provide a detailed description of the services they are going to provide including pricing for their services such as once or twice a week pick up.

7. **DISCLAIMER:**

As the College is compelled by law to restrain from illegal disposition of hazardous and toxic wastes, it agrees that such substances would not be included in this service agreement beyond acceptable limits. All other responsibilities resulting from leakages or spillage beyond the site of collection shall remain the responsibility of the Contractor. Any costs and/or claims relevant to accident or incident remain the burden of the Contractor and shall exclude the College from any and all legal obligations.

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.