



August 4, 2020

To Whom It May Concern:

You are invited to submit a proposal on the attached list of specifications for bid: Building Modification to add additional egress doorways into existing structure BMD#:07-08.20 to be submitted by Friday, August 28th, at 3:30 P.M.

No proposal will be considered unless the Bid Form attached to our Proposal and Specifications Document is properly completed, signed, and returned to the College no later than Friday, August 28th, at 3:30 P.M.

Please return the SEALED PROPOSAL in your own envelope, mark on the outside of the envelope: Building Modification to add additional egress doorways into existing structure BMD#:07-08.20

A required pre-bid Site Inspection for the project will be held individually by appointment due to COVID -19. Specific questions about the College facilities and may be directed to Mr. Rich Butler Supervisor of Buildings & Grounds at 845-4345750, ext. 4503.

Bid security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the instructions to Bidders. The contract for this bid will be issued by Sullivan County and a 100% Performance Bond will be required.

Questions regarding this request for proposals may be directed to Stephen Samuel, at 845-434-5750, ext. 4267 o.

Very truly yours,

Stephen Samuel
Coordinator of Purchasing

LEGAL NOTICE

SULLIVAN COUNTY COMMUNITY COLLEGE

Sealed bids for the following will be received by the Coordinator of Purchasing at the Purchasing Services Office of Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759 (845) 434-5750, extension 4267 until Friday August 28th at 3:30 p.m.

BID: Building Modification to add additional egress doorways into existing structure
BMD#:07-08.20

Information regarding these BIDS 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

BIDDER COMPLIANCE FORM

BMD#:07-08.20
OPENING DATE: Tuesday September 1st, 2020
OPENING TIME: 11:00am

FOR FURTHER INFORMATION
CALL Rich Butler
AT (845) 434-5750 EXT. 4503

COMPLETION DATE: TBA

BID BOND AMOUNT:
BID BOND PERCENT: 5%

PERFORM BOND AMT.:
PERFORM BOND PERCENT: 100%

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:

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

BID PROPOSAL:

Building Modification to add additional egress doorways into existing structure BMD#:07-08.20

BID SPECIFICATION:

See SCCC Day Care Door Renovations documents

PUBLISHED IN THE FOLLOWING NEWSPAPERS ON THE DATE INDICATED:

Times Herald Record, SC Democrat, NY State Contract Reporter

Zoom ,BID OPENING SET FOR TUESDAY September 1st, 2020 AT

11:00 am _IN THE OFFICE OF Purchasing Department E210.

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

1. Pursuant to the provisions of County Law, sealed bids for the sale to the Sullivan County Community College: Building Modification to add additional egress doorways into existing structure BMD#:07-08.20

WILL BE RECEIVED BY THE Purchasing Dept of the Sullivan County Community College, 112 College Road, Loch Sheldrake, New York 12759 until, **Friday 28th of August and on September 1st Tuesday at 11:00 am** 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
Sullivan County Community College
112 College Road
Loch Sheldrake, New York 12759

BID:

3. Bids shall hold firm for a period of 120 days 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 _____ in accordance with the detailed specifications on page _____ of _____ 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 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 President 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.

8. 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 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 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.

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 President 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 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.

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.”

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

SIGNATURE
OF BIDDER, IF INDIVIDUAL

(Corporate Seal)

NAME OF CORPORATION

ADDRESS

CITY, STATE, ZIP

AUTHORIZED SIGNATURE

Contractor's Certification of Receiving Schedule(s) of Wages and Supplements in Compliance with the New York State Labor Law, Section 220-a.

I, _____, as _____ of
(Title or Position)

(Company Name) (Contractor),

in receipt of **Building Modification to add additional egress doorways into existing structure BMD#:07-08.20**

, am duly authorized to make this affidavit on behalf of the Contractor, and being duly sworn, depose and say that:

In compliance with the provisions of Section 220-a of the Labor Law, do hereby verify receipt of the original schedule(s) of wages and supplements for this project applicable for the Project ID#__ BMD#:07-08.20_ for Sullivan County Community College.

Furthermore, by these present, I do hereby verify that I have reviewed said schedule(s), and agree for and on behalf of the Contractor to pay the applicable prevailing wage and to pay or provide the supplements specified therein. I agree to provide complete copies to each sub-contractor and obtain from each sub-contractor, an affidavit certifying such schedules were received.

Signature

VERIFICATION:

**STATE OF NEW YORK
COUNTY OF SULLIVAN**

On the _____ day of _____, 20 __, before me personally came _____, to me known and who, being by me duly sworn, did depose and say that he/she is authorized to execute the foregoing instrument on behalf of the Contractor, has read the foregoing, knows the contents thereof, knows same is true, and he/she has signed his/her name hereto.

Building Modification to add additional egress doorways into existing structure
BMD#:07-08.20Site Inspection Required

NOTE: THE CONTRACT FOR THIS BID WILL BE WITH SULLIVAN COUNTY

Location: (A) Building

End Date: TBA

Scope of the work: See SCCC Day Care Door Renovations documents

BID FORM

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

In accordance with the proposal and specifications, submits the following bid or bids:

BID: Building Modification to add additional egress doorways into existing structure BMD#:07-08.20

BID OPENING: Tuesday September 1st
2020 @ 11:00 am

DELIVERY COSTS, FREIGHT AND ANY OTHER APPLICABLE COSTS SHALL BE INCLUDED IN THE BID PRICES. ITEM SHOULD BE SHIPPED FOB DESTINATION.

THIS IS A ONE TIME PURCHASE

TOTAL AMOUNT BID: \$_____

NAME OF BIDDER (PRINT OR TYPE)

SIGNATURE & 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.

SIGNATURE

SULLIVAN COUNTY COMMUNITY COLLEGE
Purchasing Department

BIDDER COMMENTS FORM

Bid No.

It is requested that bidders provide any additional information relating to their offer that will assist in the evaluation of such without having to ferret our information concerning the goods or services you intend to provide.

Information pertains to the following (please check applicable box):

- Equivalent Product
- Clarification
- Exception(s) to Requirements General or Miscellaneous Comments

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
- BID FORM
- NON-COLLUSIVE BIDDING CERTIFICATION
- BIDDER COMMENTS FORM
- CERTIFICATE OF INSURANCE
- BID BOND
- PERFORMANCE BOND (IF AWARDED BID)