

July 15, 2026

To Whom It May Concern:

Notice is hereby given that sealed proposals are sought and requested for the following:

***** **BID OPENING INFORMATION*******

NAME: Welding Gas
DATE: August 11, 2026
TIME: 2:00 PM
PLACE: CONFERENCE ROOM 202
IAM-CLINTON COMMUNITY COLLEGE
53 CLINTON POINT DRIVE, PLATTSBURGH 12901

***** **BID PROCEDURE INFORMATION** *****

Two (2) copies of the bid must be submitted in a sealed envelope addressed to:

Office of the Controller
Clinton Community College
46 Beekman Street
Plattsburgh, NY 12901

On the face of said envelope the following information shall be included:

1. NAME AND ADDRESS OF BIDDER
2. NAME OF BID: **Welding Gas**

No Contractor to whom this contract is let, granted or awarded, shall assign, transfer, convey, sublet or otherwise dispose of same, or of his/her right, title and interest herein, including the performance of this contract or the right to receive moneys due or to become due, or of his/her power to execute this without the prior written consent of the Office of the Vice President for Administration at Clinton Community College. In the event that the contractor shall without prior written consent assign, transfer, convey sublet or otherwise dispose of this contract or of his/her right, title and interest herein, including the performance of this contract, or the right to receive moneys due or to become due, or his/her power to execute such contract to any other person or corporations, or upon receipt by Clinton Community College of an attachment against the contract, the College shall be relieved and discharged from any and all liability and obligation growing out of such contract to such contractor and the person or corporation to which such contract shall have been assigned, his/her assignees, transferees or sub lessee shall forfeit and lose all moneys theretofore earned under this contract except to much as may be required to pay his/her employees.

Any bid submitted will be binding for 120 day subsequent to the date of the bid opening.

SPEC SHEET
Clinton Community College
Plattsburgh, NY 12901

Welding Gas — August 11, 2026

Name of Bidder: _____ of

Address of Bidder: _____

Item	Quantity	Description	Provided by Bidder	Unit Price	Total Price
1.	24	300 cu/ft 75% Argon 25% CO2 Welding Gas Cylinda Tank, full			
2.	24	300 cu/ft 90% Argon and 10% CO2 Welding Gas Cylinda Tank, full			

Delivery charges and handling should be included in total price to:
Institute for Advanced Manufacturing-Clinton Community College
53 Clinton Point Drive
Plattsburgh, NY 12901

Contract Goals: For purposes of this procurement Clinton Community College has established an overall MWBE participation goal of 30% of the total contract value for NYS Certified Minority and Women-owned Business Enterprises.

*****NOTICE TO BIDDERS OUTSIDE OF NEW YORK STATE *****

Out-of-State bidders are requested to submit a certificate verifying authority to do business in new York State. (available from the Department of State, Albany) or a letter from the Office of the New York State Secretary of State exempting them from registering this is not to be confused with the authority to collect Sales Tax in New York State.

Failure to submit same will result in bid being rejected. (Please see **Instructions to Bidders and General Requirements.**)

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Bid award will be contingent upon funds being available.

All bids submitted must be on each individual item for which a bid is requested. No contingency or variance of the bid specifications will be considered or allowed in awarding the bid.

IMPORTANT

Bids not submitted on Clinton Community College bid form will be rejected.

It is the bidder's responsibility to read the attached **INSTRUCTIONS TO BIDDERS**, which outlines bidding rules of Clinton Community College.

Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said **INSTRUCTION TO BIDDERS**.

Bidders must complete attached college forms which include Non-Collusion Bidding Certification, Information Sheet, Vendor Reference Sheet, Iranian Energy Sector Divestment and Authority to do business in New York State. These forms **must be properly executed and submitted with the bid.**

It is the bidder's responsibility to check for addenda on the website at intervals after the initial bid is posted <http://www.clinton.edu/businessoffice/bids.aspx>.

Clinton Community College
46 Beekman Street
Plattsburgh, NY 12901
Phone (518) 562-4130
Email: Jessica.wyser@clinton.edu

NON-BIDDER'S RESPONSE

VENDOR NAME: _____

BID NAME: _____ BID DATE: _____

For the purposes of facilitating your firm's response to our invitation to bid, Clinton Community College is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Office of the Vice President for Administration/Business at the above address.

We are not responding to this invitation for bid for the following reason(s):

_____ Items or materials requested not manufactured by us or not available to our company.

_____ Our items and/or materials do not meet specifications.

_____ Specifications not clearly understood or applicable (too vague, too rigid, etc).

_____ Quantities too small.

_____ Insufficient time allowed for preparation of bid.

_____ Incorrect address used
Correct mailing address is: _____

_____ Our branch/division handles this type of bid
Correct name and mailing address _____

_____ Other reason(s):

ATTENTION OUT-OF-STATE BIDDERS

No bid will be considered when opened unless accompanied by a certified copy of your Authority to do Business in New York State. This is not to be confused with a sales tax certificate. The Authority can be obtained by contacting:

New York State Department of State Division of Corporations
99 Washington Ave
One Commerce Plaza
Albany, NY 12231
(518) 473-2492
www.dos.ny.gov

If the Certificate does not accompany the bid, the bid is NOT VALID.

In the event you are of the opinion that you are not required to obtain the Authority to do Business in New York State then you should complete the *Statement Concerning Authority to do Business*.

You must also have the Non-Collusion Certificate completed and signed and if you are a corporation, you must have the Resolution completed and signed.

**Statement Concerning Authority to do Business
in the State of New York**

A certificate of authority is required of out-of-state companies if the company has property, employees or agents used in conducting its business activities within the state of New York. Generally, business activities are defined as having an office in the state, making sales or promotional calls with the state, delivering products or merchandise and/or making service calls within the state.

Companies conducting mail order activities with New York customers are not considered doing business within New York State if the company has no property, employees, agents and/or representatives in or traveling into the state. _____ is such a mail order company, as such it is not required to hold a Certificate of Authority.

Performance under the attached bid will not result in any action that would result in a requirement to obtain a Certificate as all commerce will be conducted by mail. It is the opinion of legal counsel for this firm:

Name _____

Address _____

Address _____

Telephone _____

That this firm is not required to file an Authority to do Business in New York State as required by Section 1301 of the NYS Business Corporate Law.

Individual Acknowledgement

Signature

State of _____

County of _____ ss.

On this _____ day of _____ two thousand and _____

Before me, the subscriber, personally appeared _____ to me personally known and known to me to be the same person described in and who executed the within Instrument, and he/she acknowledged to me that he/she executed the same.

Notary Public

Corporate Acknowledgement

Signature

State of _____

County of _____ ss.

On this _____ day of _____ two thousand and _____

Before me, the subscriber, personally appeared _____ to me personally known and known to me to be the same person described in and who executed the within Instrument, and he/she acknowledged to me that he/she executed the same.

Notary Public

AUTHORITY TO DO BUSINESS IN NEW YORK STATE

A foreign corporation (non-New York State organized corporation) must submit with its bid and up-to-date certified copy of its Authority To Do Business in New York State, which can be obtained from the Office of the New York State Secretary of State, or a completed "Statement Concerning Authority to do Business in the State of New York".

CHECK ONE: _____ this is to certify that I have read the above Special Notice relative to foreign and/or out-of-state corporations and I am submitting a certified copy of the Authority to do Business in the State of New York which is duly authenticated having the official seal of the State of New York affixed thereto, or a completed "Statement Concerning Authority to do Business in the State of New York."
_____ This is to certify this Special Notice does not apply to the firm/business/individual submitting the bid.
(Only New York State firms may check this box.)

NON-COLLUSION CERTIFICATE

1. I undersigned hereby certifies:
- a. This quote, bid, or proposal has been independently arrived at without collusion with any other vendor, bidder or with any competitor or potential competitor.
 - b. This quote, bid, or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the date of quotes, bids, or proposals for this project, to any other vendor, bidder, competitor or potential competitor.
 - c. No attempt has been, or will be made to induce any other person, partnership, or corporation to submit a quote, bid, or proposal.
 - d. That there is no conflict of interest.
 - e. The person signing this quote, bid, or proposal certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing on their behalf.
 - f. The undersigned hereby certifies that (he), (she), (it) is familiar with the code of Ethics and Standards of Conduct of Clinton Community College in effect as the time of the submission of this quote, bid, or proposal and states that (he), (she), (it) is not aware of any violation thereof by the submission of this quote, bid, or proposal. A copy of said Code of Ethics and Standards of Conduct of Clinton Community College is available for review at the Office of the Controller,

THE SIGNATURE CERTIFIES THAT I HAVE READ INSTRUCTIONS TO BIDDERS AND GENERAL REQUIREMENTS OF THE CONTRACT AND THE GENERAL CONDITIONS; THAT I WILL ATTACH CERTIFICATION AUTHORITY TO DO BUSINESS IN NEW YORK STATE, IF NOT A NEW YORK STATE FIRM; THAT THE BIDDER HEREBY AGREES TO THE PROVISION OF SECTION 139-a, AND 139-b OF THE NEW YORK STATE FINANCE LAW (WAIVER OF IMMUNITY CLAUSE); THAT THE BIDDER CERTIFIES THE FIRM IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER; AND FURTHER, THE BIDDER CERTIFIES ITEMS (a)-(e) OF THE NON-COLLUSION CERTIFICATE.

DATE: _____ SIGNED: _____

FIRM: _____

RESOLUTION (FOR CORPORATE BIDDERS ONLY)

RESOLVED THAT _____ be authorized to sign and submit the bid or proposal of this corporation for the following project:

and to include in such bid or proposal, the certificate as to non-collusion required by Section 139-d of the State Finance Law 2604 of the Public Authorities Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificates this corporate bidder shall be liable under the penalties of perjury.

The foregoing is true and correct copy of the resolution adopted by _____
Corporation, at a meeting of its Board of Directors held on _____ day of _____, 20____.

(Seal of the Corporation)

Signature & Title of Officer of the Corporation

Information Sheet

Name of Bidder: _____

Address: _____

Type of Entity: Corp. _____ Partnership _____ Individual _____

Type of Corporation: _____

If a non-publicly owned corporation:

Name of Corporation: _____

List of Principal Stockholders (holding over 5% of outstanding shares)

List of Officers

List of Directors:

Date of Organization: _____

If a Partnership:

Partners: _____

Name of Partnership: _____

Date of Organization: _____

If business is conducted under an assumed name, a copy of the certificate required to be filed under the New York General Business Law must be attached.

“Iran Divestment Act of 2012”

“Iranian Energy Sector Divestment”

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties or perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidders certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf of this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

_____ day of _____, 20 _____

Notary Public

REFERENCE SHEET

All bidders are required to complete this form so the College will have three references of past performance. References should involve project and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six months. The College reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contact.

If references have been filed with the Office of the Vice President of Administration during the last 12 months, it will not be necessary to complete the references portion of this form. Indicated filing date on the line provided.

BIDDER'S NAME: _____

DATE FILED: _____

Reference's Name: _____

Address: _____

Phone: _____ Contact Person _____

Reference's Name: _____

Address: _____

Phone: _____ Contact Person _____

Reference's Name: _____

Address: _____

Phone: _____ Contact Person _____

CLINTON COMMUNITY COLLEGE
Plattsburgh, NY 12901

INSTRUCTION AND GENERAL CONDITIONS

1. Sealed proposals for the furnishing, delivery, and installation where called for of services, materials, equipment and/or supplies, as required by the Board of Trustees, and as set forth in the following specifications prepared under the direction of said Board of Trustees, will be opened in the Office of the Vice President for Administration and Finance on the day and hour stated in Page One of the cover letter.
2. The person, firm or corporation making such proposal shall submit it in a sealed envelope to the Office of the Vice President for Administration and Finance or his/her duly designated representative at the place herein mentioned on or before the hour and day stated in Page One of the cover letter, and the envelope shall be endorsed on the face thereof with the name of the person firm or corporation making such proposal, the date of its presentation and the title of the services, materials, equipment and/or supplies for which such proposal is made.
3. The bidder shall insert the price per stated unit and the extension against each item in the schedules hereto annexed which he proposes to furnish, deliver and install (where called for). In the event of a discrepancy between the unit price and the extension, the unit price will govern. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected. The price inserted must include delivery charge. Computations must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule.
4. Purchases by the State of New York are not subject to any sales or federal excise taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates will be furnished upon request. New York State is also exempt from the Transportation Tax and no exemption certificates are required for this tax. There is not exemption, however, for Social Security, Unemployment Insurance and like taxes.
5. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage, or cartage. No empty packages, cases, boxes, carboys, bottles, etc. will be returned to the bidder or contractor and will not be paid for by the College. Such empty cases, boxes etc. may be removed by bidders or contractors at their own expense providing they notify the College of their intent to remove the empty cases, boxes, etc. in advance of the delivery date.
6. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.
7. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the College. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his/her bid deposited on time at the place specified.
8. The submission of a bid will be construed to mean the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
9. If two or more bidders submit identical bids as to price, the decision of the Board of Trustees to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103, sub 1)

10. Any Addenda sent to the contractor(s) shall be binding and take precedence over the original part of the specifications to which they refer. Interpretations and clarifications of all parts of the specifications may be had at the Office of the Vice President for Administration and Finance on or before the date of the opening of the bids. After the opening of the bids all interpretations and meanings of the specifications will be made by the Board of Trustees. Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

11. Where items or articles of equipment or supplies are designated as manufactured by a specific manufacturer, it is to be understood that the articles as specified represent an accepted standard. Where certain brands of materials, apparatus, or equipment are specified, such goods have been selected in order to establish a standard for the particular service required, but it is not the intention to limit competition thereby. Where reference is made to a particular make and catalogue without a complete description of what is required, the item/catalogue may be examined at the Office of the Vice President for Administration and Finance where such catalogues are available. If the bidder proposes to furnish the article which is specified, he/she is to fill in the amount on the line indicated. If the bidder desires to bid on a substitute for the article specified, which is claimed to be equivalent to the standard specified, the amount should be recorded on the space identified as "Provided by Bidder" and he/she must furnish the required information relating to the manufacturer. Where substitute bids are quoted on items, when stated in the specifications as "or equal as approved", it shall mean the approval by the Board of Trustees. In cases where the bid is based upon a substitute article, the bidder may be asked to submit a sample. Samples will be returned, upon request, as soon as award is made.

12. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by test. Award samples may be held for comparison with deliveries. The College will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his/her expense. Samples not removed within fifteen (15) days after the bid award will be regarded as abandoned and the College shall have the right to dispose of them as its own property.

13. All window envelopes/mailers must conform to the current U.S. Postal regulations. It is the responsibility of the supplier to be familiar with and to adhere to these regulations.

14. **Insurance Requirements:**

In contracts/purchase orders involving the installation of any material and/or equipment, the successful bidder shall take out and maintain, at his/her own expense, until the accepted completion of the work; and in a form acceptable to the College, the following insurance for an inclusive limit of:

I. Commercial General Liability: including products and completed operations coverage: \$1,000,000 each occurrence/\$2,000,000 aggregate – Bodily injury, personal injury and property damage

II. Automobile Liability: (including owned, non-owned and/or hired units); \$1,000,000 bodily injury and property damage

III. Workers Compensation and Employers Liability: as required by New York State

IV. Disability Benefits Insurance: as required by New York State

The Contractor shall name **CLINTON COMMUNITY COLLEGE** as additional insured on the General Liability, Product Liability insurance and a Certificate of all coverage will be delivered to the: Office of the Vice President for Administration and Finance, 136 Clinton Point Drive, Plattsburgh, NY 12901

The Certificate of Insurance must include a clause that states thirty (30) days prior notice be given the College in the event that the Contractor fails to maintain and keep in force the above insurance. In the event of such cancellation, the College shall have the right to cancel and terminate the established contract forthwith and without notice. The required insurance policies must be written by an insurance company that is authorized and approved by the New York State Superintendent of Insurance.

15. Faxed bids will not be accepted.
16. The College reserves the right to purchase items included in these specifications on New York State Contracts, when available.

AWARD

17. The Board of Trustees reserves the right to accept this bid by item or as a whole; or in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law.
18. The Board of Trustees reserves the right to reject any and all bids and to waive any informality in any bid.
19. Awards will be on the basis of a Best Value Award, as authorized in section 103 of the General Municipal Law and as defined in section one hundred sixty-three of the state finance law. The awarded bidder will be responsible, as will best promote public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of the delivery.
20. No contract thereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet, or otherwise disposed of to any other person, company, or corporation unless approval is first obtained in writing from the College.
21. Should the successful bidder fail to meet a delivery date required by the specifications, the College may, at their discretion, cancel the order and terminate the contract. In such event, the College will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.
22. A contract may be canceled at the successful bidder's expense upon non-performance or poor performance of contract on ten (10) calendar days written notice to the successful bidder.
23. Payments cannot be processed by the College until contract items have been delivered in satisfactory condition and a properly completed invoice has been submitted to the purchasing department.
24. If a successful vendor exhibits a history of back orders or delayed deliveries, the Board of Trustees reserves the right to rescind their award and to disqualify them from future bidding.
25. Title shall not pass until items have been delivered to the College and accepted by the requesting Department.
26. Executory Clause: It is understood by the parties that this agreement shall be executory only to the extent of the monies available by the State to the College and appropriated therefore, and no liability on account thereof shall be incurred by the State or the College beyond monies available for the purpose stated in the Contract.
27. The College reserves the right to extend the term of this contract for any length of time up to sixty (60) days beyond the time herein specified as the expiration date of this contract at identical terms and conditions. Written notice will be given to the contractor.
28. The College reserves the right to cancel this contract on thirty (30) days written notice to the Contractor(s).

DELIVERY

29. Delivery must be made in accordance with the instruction to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Vice President for Administration and Finance as to reasonable compliance with delivery terms shall be final.

30. Items shall be securely and properly packaged for shipment, storage and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling or sacks.

31. Delivery will be required to be made to the receiving platform of Clinton Community College, 136 Clinton Point Drive, Plattsburgh, New York 12901, unless the schedules or purchase order issued to the successful bidder thereon indicates otherwise. Where the schedules or purchase order provides for direct delivery to the College, the weight, count, measure, etc. will be determined at the points of delivery in every instance. No help for unloading will be provided by the College. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 9:00 a.m. and 4:00 p.m., Monday thru Friday, when the College is open. All materials and supplies must be securely packaged in uniform containers, adequately marked as to contents and delivered without damage or breakage in such units specified in schedules. In the event that the items are delivered in a damaged condition, the supplier or delivery agent will be responsible to file a claim to recover the costs of the damaged goods. The successful bidder will be required to furnish proof of delivery in every instance.

32. The successful bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

33. No items are to be shipped or delivered until receipt of an official purchase order from the College purchasing department.

INSTALLATION OF EQUIPMENT

34. The Bidder or Contractor shall furnish, deliver, and install completely, unless otherwise noted, material and equipment described in specifications with all appurtenances, parts or accessories not specifically mentioned in the articles described but necessary to render the equipment complete and ready for operation. All these parts and/or accessories shall be included in the bid price.

35. The successful bidder shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

36. Equipment, supplies, and materials shall be stored at the site only on the approval of the Office of the Vice President for Administration and Finance and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

37. Work shall be progressed so as to cause the least inconvenience to the College and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his/her work promptly.

38. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

GUARANTEES BY THE SUCCESSFUL BIDDER

39. The successful bidder guarantees:

- a) His/Her products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- b) To furnish adequate protection from damage for all work and repair damages of any kind for which the bidder or his/her workmen are responsible, to the building or equipment, to his/her own work, or to the work of other successful bidders.
- c) To carry adequate insurance to protect the College from loss in case of accident, fire, theft, etc.
- d) That all deliveries will be equal to the accepted bid sample.
- e) That the equipment delivered is standard, new, latest model or regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the College. Any merchandise provided under the contract which is or becomes defective during the guarantee-period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the College.

SAVING CLAUSE

40. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence, he/she is unable to prevent.

GOVERNING LAWS & RULES

41. Section 167b of the State Finance Law prohibits the purchase of tropical hardwoods products. Any bid which includes products containing tropical hardwoods shall be deemed non-responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

42. The contractor shall comply with all provisions of the laws of the County of Clinton, the State of New York, and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded thereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below.

43. Section 103-d of the General Municipal Law of the State of New York which reads as follows:

- "1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury; Non-collusive bidding certification.

- (a) 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 of perjury that to the best of knowledge and belief;
 - (1) The prices in this bid have been arrived at independently, without collusion with any other vendor, bidder, or with any competitor or potential 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.
- (b) A Bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a)(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency, or official thereof which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

- 2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Trustees of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.”

44. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the College with any and all information as required by law. All regularly manufactured stock electrical items must bear the approved label of the Underwriter’ Laboratories, Inc.

45. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980.

46. The Non-Collusion Bidding Certification form following the Proposal form in the bid packet must be executed by the bidder and submitted with the proposal.

47. Bidders must complete attached Clinton Community College forms which include Information Sheet and Vendor Reference Sheet. These forms must be submitted with the proposal.

48. Any persons employed by the bidder or contractor (or any subcontractor) shall be paid at a rate not less than the prevailing wage established by the New York state Department of Labor for the appropriate trade(s) for the period of time involved.

ANTI-DISCRIMINATION CLAUSE

49. During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, or national origin. Such action shall be taken with reference, but not limited to, recruitment, employment, job-assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or re-training including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers which he/she has or is bound, be it a collective bargaining or other agreement of understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him/her with a written statement that such labor union or representative will not discriminate because of race, creed, color or national origin, and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provision of these non-discrimination clauses or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in a conspicuous place, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights, setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission of Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by, or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The Contractors will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law. Contractors will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his/her books, records, and accounts by the State Commission for Human Rights, the Attorney General and/or Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith canceled, terminated or suspended, in whole or in part by the College upon the basis of a finding made by the State Commission for Human Rights that the contractor has not complied with these non-discrimination clauses. Such findings shall be made by the State Commission for Human Rights and conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and the opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

(g) The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontractor or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him/her to intervene and protect the interests of the State of New York.

WAIVER OF IMMUNITY CLAUSES

50. Contractor hereby agrees to the provisions of Section 138-a and 139-b of the New York State Finance Law, which requires 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 any 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/she is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids in or receiving awards from or entering into any contracts with New York State or any public department, agency, or official thereof for goods, work, or services for a period of five (5) years after such refusal, and

(b) Any and all contracts made with the State of New York or any public department, agency, or official thereof, since the effective date of this law, by 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 New York state without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State of New York for goods delivered or work done prior to the cancellation or termination.

QUALIFICATIONS OF BIDDERS

51. The College reserves the right to make such investigation as it may deem necessary or advisable to determine the bidder's ability to do the work, and the bidder shall furnish to the College, on request, all data and information pertinent thereto. The College reserves the right to reject bid if such investigation fails to satisfy the College that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non-award.

52. Conditional bids will be considered informal and will be rejected.

53. The College reserves the absolute right to require that a successful bidder, within a reasonable time after the award of said bid and before the performance date under the terms of the contract, provide a performance bond in a form and in a reasonable amount satisfactory to the College to insure that the successful bidder provides the services, materials, equipment, or supplies in accordance with the terms and specifications stated in the bid proposal.