

**SPECIFICATIONS FOR RFP 23-468
RFP FOR COMMUNICATIONS AND MARKETING SERVICES**

Hudson Valley Community College is seeking proposals for communication and marketing services based on the information below.

1. COLLEGE OVERVIEW

Founded in 1953, Hudson Valley Community College offers 80 degree and certificate programs through three schools: Business and Liberal Arts; Health Sciences; and STEM. The college's Associate in Applied Science (A.A.S.) and Associate in Occupational Studies (A.O.S.) programs lead to immediate employment. The Associate in Arts (A.A.) and Associate in Science (A.S.) programs lead students to transfer to four-year colleges and universities.

In addition, the college offers a number of one-year certificate programs and micro-credentials that prepare students for occupational specialties. Hudson Valley also offers 20 completely online programs, as well as hundreds of online courses, and a variety of evening programs.

Committed to accessible and affordable, quality higher education, New York State resident and online student tuition is \$4,800 per year, plus fees. Courses are offered during fall, intersession, spring, summer and sprint (eight-week) sessions in the day, evening or online.

Graduates have a high success rate for transfer and job placement. Many continue their education at a four-year colleges such as the University at Albany, The College of Saint Rose, Siena College, SUNY Polytechnic, Rensselaer Polytechnic Institute, SUNY Oneonta, The Sage Colleges, SUNY Oswego, Clarkson University and SUNY Binghamton, to name a few. About half of all graduates immediately enter the workforce with the skills needed for a career.

Hudson Valley's seven decades of success lie with its 600+ faculty members, more than 100 of whom have won the prestigious SUNY Chancellor's Award for Excellence in Teaching.

The college has a number of high school pipeline partnership programs, including the College in the High School, which offers juniors and seniors the opportunity to take credit-bearing college-level courses for one-third of the regular tuition rate. Nearly 100 in-person and online courses are offered at nearly 30 high schools.

The college also has an Early College High School at its extension center in Malta, HVCC North, managed in partnership with Ballston Spa Central School District. In addition, in March 2021, the college partnered with Questar III BOCES to create a new STEM high school located on the college's main campus in Troy.

Hudson Valley also delivers hundreds of short-term, credit-free courses and programs through its offices of Community, Professional and Workforce Development, which provides skill-based job training and person enrichment opportunities.

The college offers a wide array of student support services, such as tutoring centers, career and transfer services, support for students with disabilities, counseling and wellness services, and mentoring programs, as well as the Veterans Resource and Outreach Center and the Viking Child Care Center.

Hudson Valley students have many extracurricular opportunities. The college is home to 20

NJCAA athletic teams, close to 30 active student clubs, and a Student Senate comprised of elected student leaders who promote college life and plan events and activities for the community. The college also offers a cultural affairs calendar of activities open to students and the public.

Hudson Valley's 120-acre campus features extensive, state-of-the-art facilities and technology. It is comprised of 20 buildings, including the \$15 million Center for Advanced Manufacturing Skills, which opened in 2021; the \$47.4 million Science Center, which opened in 2013; and recreational spaces such as the \$4.5 million Outdoor Athletic Complex, dedicated in 2016.

Currently, the college is constructing a \$17 million STEM Education Center at HVCC North in Malta, NY. The college has also outlined plans for an \$85 million Applied Technology Education Center on campus in Troy to expand workforce training opportunities in the applied technologies and skilled trades.

The college also administers the Capital District Educational Opportunity Center (EOC) located at 431 River Street in Troy. Sponsored by SUNY, the EOC offers 20+ academic and career preparation programs at no cost to its students each year. It serves hundreds of economically- and educationally-disadvantaged students in programs like Cosmetology, Culinary, Nursing Assistant, Welding, Building Trades, College Prep and English as a Second Language, to name a few.

The college is a major contributor to the local economy and community, and it boasts more than 80,000 alumni, many of whom live in the Capital Region.

Hudson Valley is accredited by the Middle States Commission on Higher Education, sponsored by Rensselaer County, and governed by a 10-member Board of Trustees appointed by the Governor (4), the Rensselaer County Legislature (5), and elected from among the student body (1). The college's president is Roger A Ramsammy, Ph.D.

For additional information, please visit www.hvcc.edu and www.hvcc.edu/eoc

2. REQUEST FOR PROPOSAL OVERVIEW

Hudson Valley Community College seeks a marketing partner to develop and execute a multi-faceted annual marketing plan.

That plan will include a variety of campaigns convey the college's breadth of offerings, enhance its reputation, boost enrollment in credit-bearing and non-credit programs, generate applications, increase registration in community, professional and workforce development courses, and support expansion of high school pipeline programs, among other goals.

Hudson Valley seeks an experienced partner with proven expertise in enrollment marketing and management and exceptional leadership, recognized creative campaigns, innovative and effective media strategies and digital marketing capabilities, exceptional account management, and clear campaign analysis and reporting.

It also seeks a partner with a proven record of developing creative, "out-of-the-box" strategies that match the needs of the community with the interests and goals of the college, and one that is able to capitalize on existing brand equity while fostering enrollment growth on campus, online and at

extension sites.

The selected partner will be responsible for working closely with the Office of Communications and Marketing, which serves all college departments and offices and oversees centralized college communications. An in-house team is comprised of well-rounded, experienced, long-term employees committed to marketing excellence. High-level external counsel should complement our existing talent and internal resources.

In-house offices also include Creative Services, Digital Communications, Printing Services, and Multimedia and Video Services, which will collaborate on, and carry out specified projects. (For example, an external marketing partner may conceive of the strategic direction and design the creative framework, but college staff will execute campaign elements. A publication may be designed by a consultant, but printed on campus, etc.)

The selected partner will also occasionally interface with the college's president and leadership teams; deans; department chairs; Admissions offices; Student Outreach and Retention offices; Community, Professional and Workforce Development; College in the High School; the Foundation; Institutional Research; and other departments and individuals as necessary.

Those selected to work with the college will also serve the Capital District Educational Opportunity Center (EOC) – a division of the college – and assist in executing its annual marketing efforts.

Much like most community colleges, Hudson Valley's enrollment of new, transfer and non-matriculated (not enrolled in a degree program) students declined dramatically following the Great Recession and the COVID-19 pandemic. However, over the academic year, the college saw enrollment growth of 3.4% in the fall of 2022 and 5.3% in the spring of 2023.

The majority of current students come from the immediate Capital Region, with nearly 9,000 full- and part-time students residing in Albany, Rensselaer, Saratoga or Schenectady counties. Nearly 1,000 individuals take credit-free courses for personal enrichment or workforce training. And, the Capital District Educational Opportunity Center – a division of Hudson Valley – enrolls approximately 700 students per year.

Many of the college's career-oriented Health Sciences programs and some STEM programs reach enrollment capacity each year. The college seeks to grow programs that have declined in enrollment and also those that are currently increasing within all three schools.

The college's brand promise is: Hudson Valley Community College is the smart choice, providing an affordable, personalized and exceptional education for students who want to take charge of their futures, careers and lives. At Hudson Valley, we are dedicated to providing exceptional educational opportunities that address the diverse needs of the community. Students experience personalized connections with faculty and staff, choose from an extensive variety of programs and enjoy the benefits of a state-of-the-art campus – all at a significant savings over four-year institutions.

The college's marketing campaigns take advantage of a wide range of new, digital and traditional media opportunities, and the college has received numerous awards for creativity and effectiveness. Analysis of campaign effectiveness, insights and return on investment are essential.

The selected partner will assist in the effective management of a \$750,000 annual budget to increase applications, yield of students enrolling after application, and overall market share while positioning Hudson Valley as the college of choice in the region and beyond by stressing its high-quality education, active student engagement, affordability, accessibility, transferability, and successful career outcomes to the following target markets:

- Traditional-age students (high school graduates, and those students in the 18 to 24 demographic) and their parents and other influencers, for example, guidance counselors.
- Students who may transfer from other colleges
- Part-time and non-matriculated students
- Adult students (aged 24 and over)
- Prospective students interested in enrollment in online learning courses and programs
- High school students eligible to earn college credits prior to high school graduation
- Special audiences, such as those under-represented in higher education or from diverse communities; military members/veterans; individuals with disabilities; or others
- Summer session students from Hudson Valley and other colleges, plus recent high school graduates
- People of all ages interested in taking non-credit courses (including kids camps), or credit-bearing courses as non-matriculated students for personal and professional development
- Admitted but not enrolled students
- Currently enrolled Hudson Valley students
- Business and industry partners who are seeking to upgrade their employees' skills through customized training, and/or credit or non-credit courses
- Community and business leaders, and alumni and prospective donors
- Prospective students eligible to enroll in EOC programs

The partner will enhance the college's brand and reputation and effectively highlight specific events (e.g., Open House, Admissions events, Fall and Spring Registration, Summer Session Registration, etc.) and entice prospective audiences to enroll within specific programs, including both new and existing offerings, and those offered off-campus at the Capital District Educational Opportunity Center and local high schools.

This request for proposals represents a competitive negotiation process that meets the college's marketing objectives. It also provides firms with a fair opportunity for their services to be evaluated and considered. The process of competitive negotiation should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be precisely described and price is generally the determinative factor. With competitive negotiation, price is not required to be the sole determining factor, although it may be. In addition, it provides the college with the flexibility to negotiate with one or more marketing partners to arrive at a mutually agreeable relationship.

The college may engage one firm to act as its sole partner, or hire multiple specialists responsible for collaborating with each other and the College to achieve shared goals.

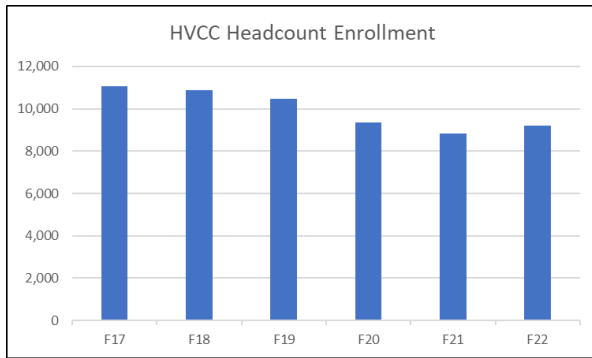
3. REQUESTED SERVICES

Please note, for many years, the college has partnered with industry consultants for marketing services. The college seeks a firm dedicated to quality, leadership, innovation and effectiveness, to:

- Develop an annual marketing plan to meet brand and enrollment objectives and maximize the return on investment of marketing dollars.
- Identify target audiences, timelines, priorities and tactics to effectively and efficiently meet goals.
- Develop new ideas that generate results and use media to differentiate the college from its competition.
- Oversee traditional and new media planning, negotiation, sponsorship, placement and creative trafficking to meet campaign objectives effectively and creatively.
- Specialize in innovative digital marketing and social media strategies that generate measurable results.
- Demonstrate ROI through analysis of campaign performance, assessment and adjustment, and clear communication and reporting on both cost and key performance indicators.
- Develop overarching, award-winning creative concepts and lead art direction to drive campaign consistency, brand recognition and audience action.
- Creative concepts should apply to new and traditional media and provide a framework for in-house marketing production and campaign execution to follow.
- Provide leadership direction and supervision to video and television production in particular, often a stylistic jumping off point for other campaign elements.
- Lead evolution of college brand strategy, including promotion of features and benefits; development of overall look and feel; messaging, tone and tagline as appropriate.
- Embrace a team-based approach and effectively partner with in-house designers and communications personnel to utilize college talent and resources while maximizing budget efficiency.
- Complete writing and editing of a variety of college communications, such as direct mail appeals, news articles, feature stories, website content and speeches.

4. ENROLLMENT DATA AND DEMOGRAPHIC INFORMATION

Hudson Valley's enrollment, like most, if not all, community colleges nationally, has seen a steady decrease since 2010, due mainly to economic and demographic trends.



The college's headcount in 2022 was 9,186, up 4.24% from fall 2021, and the FTE (full-time equivalent) in fall 2022 was 6,048, up 3.47% from fall 2021. Before fall 2022, these figures had been steadily declining from their peak in 2010.

The college generates approximately 11,000 applications each year and has a 44% yield from acceptances.

The fall-to-fall retention rate at Hudson Valley for fall 2021 to fall 2022 for first-time, full-time students was 61.9%, up 5.8% from 56.1% for fall 2020 to fall 2021.

Snapshot of Student Demographics: <https://www.hvcc.edu/dept/planning/demographics.html>

Age

Average Age of All Students	21.8
Median Age of All Students	19
Most Frequent Student Age	18

UNDER 18	25.5%
18 - 19	29.8%
20 - 21	14.3%
22 - 24	10.1%
25 - 29	7.8%
30 - 34	4.9%
35 - 39	2.8%
40 - 49	3.1%
50 - 64	1.4%
> 65	0.3%

Number of Students Enrolled

Fall 2022

American Indian/Alaskan Native	38
Asian	696
Black, African American	1,000
Hispanic (Any Race)	696
More than 2 Race Areas	332
Pacific Islander	18
Total Minority	2,780
White	6,406

Total **9,186**

Percentage of Student Body **Fall 2022**

American Indian/Alaskan Native	0.4%
Asian	7.6%
Black, African American	10.9%
Hispanic (Any Race)	7.6%
More than 2 Race Areas	3.6%
Pacific Islander	0.2%
Total Minority	30.3%
White	69.7%
Total	100%

Fall 2021 Student Residency

Rank	County	Students
1	Albany	3,018
2	Rensselaer	2,228
3	Saratoga	1,266
4	Schenectady	860
5	Columbia	228
6	Greene	125
7	Washington	119
8	Warren	79
9	Ulster	73
10	Montgomery	59
	Total	8,055

Instructional Modality (Registrations)

Hybrid	2044	
Interactive Television	159	
Online-Blackboard	9056	
Web- Remote Real Time	1078	
Asynchronous Online	0	
Presentation/Exam on campus	26	
Traditional	11630	
College Total	23993	

Financial Aid 2020-21 - All Students

Aid Type	Percent Receiving Aid	Average Amount of Aid Received
Grant or Scholarship	47%	\$4,300
Pell Grants	27%	\$3,947

Federal Student Loans	18%	\$5,399
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First-Time, Full-Time Students Receiving Financial Aid

	Percent of First Time Full Time students	Average Amount Received
Federal Grants	77%	\$3,244
Pell	44%	\$4,388
Other Federal	74%	\$796
State/Local Government	37%	\$2,541
Institutional	5%	\$658

First-Time, Full-Time Students Receiving Loans

	Percent of First Time Full Time students	Average Amount Received
Federal	25%	\$4,295
Non Federal	1%	\$6,936

5. CONTENTS OF AGENCY PROPOSAL

Please include the following information in your proposal:

WHY: Insight into why your firm is interested in working with Hudson Valley and also why you believe our partnership would succeed.

WHAT: A brief introduction to your company, including key differentiators and areas of proven expertise and leadership.

Samples of your recent work. Share successful, creative and innovative strategies and campaigns/elements along with a brief description of goals and results where appropriate.

Information on long-term client relationships, especially where a comprehensive partnership exists, or where a partnership with an experienced in-house marketing team was particularly successful.

References for the firm (not individuals) from at least two previous clients, along with a brief description of working relationship and project accomplishments.

WHO: Details on account management structure and plans for coordination with college administrators.

Biographical information (including length of service to the firm) for staff members who would act in a day-to-day account and/or creative leadership capacity.

Disclosure of team member status: full- or part-time, freelance consultants, etc.

HOW: A conceptual framework for how the firm(s) would approach the challenge of marketing Hudson Valley, potentially including marketing tactics, channels and implementation timelines.

Information on what and how marketing campaigns and efforts would be measured and how effectiveness would be evaluated and communicated.

Your general recommendation for the percentage of budget to be spent on planning, strategy and creative vs. budget allocated for media placement and purchase.

HOW MUCH: Compensation structure, including figures for creative, production and services, detailing mark-ups and commissions.

A statement of the hourly rate for services should be included, along with any industry-specific (or other) calculations affecting the total cost to the college.

WHO ELSE: Disclosure of current higher education or related education clients.

6. CRITERIA FOR EVALUATION

A committee of college employees will review each proposal to evaluate the strength of its content based on the following criteria:

- Adequacy and quality of the overall proposal and the extent to which the services meet the college's needs; evidence that the company can carry out the project(s) effectively.
- Awareness and understanding of Hudson Valley Community College and the competitive higher education environment in the Capital Region and beyond.
- Relevant expertise and experience, including prior experience with community colleges or other comparable or postsecondary institutions.
- References for company from at least two previous clients and analysis of the depth of the relationship and project accomplishments.
- The company's overall stability.
- Demonstrated innovation and creativity through marketing and media usage.
- The company's location and ability to attend meetings on campus.
- The company's past relationship with Hudson Valley, if any, and conflicts of interest with competitor business relationships.
- Assigned personnel qualifications, availability, experience, leadership and longevity, as well as the staffing approach applied to projects.

- The company's ability and willingness to partner with an experienced in-house marketing team, build consensus, and drive innovation, and cost efficiencies.
- Method of sharing campaign performance, assessment and enhancement to prove return on investment.
- Clearly identified cost structure and overall value to the college.

7. CONTRACT PERIOD, DATES, DEADLINES, QUESTIONS ON RFP

****An optional bidders' conference to address questions will be held on Friday, May 19, 2023 from 1 to 2 p.m.**

In-person attendance at the bidders' conference is welcome at the Bulmer Telecommunications Center Meeting Rooms on the college's Troy, NY campus.

Zoom participation is available.

<https://hvcc.zoom.us/j/92512878895?pwd=NDExQWIDbmxDczVDNUk0aXp2WmEyZz09&from=adon>

Meeting ID: 925 1287 8895

Password: 53812211

Any other questions pertaining to this RFP should be directed to purchasing@hvcc.edu

No communication intended to influence this contract is permitted. Contacting college personnel directly or indirectly through any other person acting on the proposer's behalf, in an attempt to influence procurement, may result in a proposer being disqualified.

RFP proposals will only be accepted by submitting electronically through the Mercell website.

Late proposals or those lacking appropriate responses will not be accepted. Faxed or e-mailed proposals will not be accepted.

Presentations by one or more firms will be held in mid to late June, prior to final selection. Additional materials or presentations may be requested.

Selected firms will be notified of a bid award by mid to late July.

The college's contract for communications and marketing services is for the period of Sept. 1, 2023 through August 31, 2026. At the conclusion of this timeframe, the college, at its discretion, may opt to extend the contract annually for up to three years. If all three, one-year contract extensions were granted and agreed upon by the marketing partner(s), the contract period would end on August 31, 2029.

****Proposals are due by Wednesday, May 31, 2023 1:30pm DST.**

1. RFP Package

4 (2 KO)

1.1. RFP Information

Section - 2 Questions

1.1.1. RFP Requirements

Responsees are requested to verify compliance with the following requested items when submitting their RFP package in **1.2.1 RFP Specifications. AND INDICATE THEY UNDERSTAND BELOW BY SELECTING "YES". LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.** Please scroll down and select **More** to view the requirements.

1. / / Return Request for Proposal with signed **Statement of Non-Collusion**.
2. / / Certified check or Request for Proposal bond as specified under "Request for Proposal Bond or Certified Check". The check must be included in the Request for Proposal package at the time of the Request for Proposal opening.
3. / / No certified check or Request for Proposal bond.
4. / / Certificate of Insurance naming Hudson Valley Community College, the County of Rensselaer and the State University of New York as additional insureds upon notification of award. The Certificate of Insurance should include the following: a.) Agent's and insured's name, address, phone and fax numbers; b.) Insurance company name and AM Best ratings of A- or better; c.) Policy line, number and limits; d.) Undertaking to provide renewal certificate 15 days prior to expiration of coverage.
5. / / An additional insured endorsement naming Hudson Valley Community College, County of Rensselaer, and State University of New York as additional insureds, providing for 30 days notice of cancellation or nonrenewal in all 2 cases except for nonpayment of premium, and 10 days notification for cancellation or renewal because of nonpayment of premium, insuring organization's work, providing that the organization's coverage shall be primary and noncontributory, waiving the right of subrogation, and otherwise meeting the requirements under "Insurance Coverage" in this Notice.
6. / / Performance Bond upon notification of award.
7. / / Brochures, catalogs, model numbers, or pertinent literature where applicable.
8. / / References. (Preferably from Educational Institution.)
9. / / Signature of bid manager.

Deposit Requirements

1. / / A deposit requirement of a certified check or Request for Proposal bond in the amount equal to a percentage of the total Request for Proposal figure made payable to Hudson Valley Community College and clearly marked with the number of the RFP which it pertains to must accompany the Request for Proposal.
2. / / No deposit requirement or certified check is required with this Request for Proposal.

No Request for Proposal may be withdrawn after the official award has been made without forfeiture of Request for Proposal bond deposit or certified check.

Required Performance and Labor Material Bonds

Unless waived by Hudson Valley Community College at the time of award, within fifteen (15) calendar days after receipt of Notice of Award, the Contractor shall procure, execute and deliver to the Office of Physical Plant, 80 Vandenburg Avenue, Troy, New York, 12180 and maintain, at his cost and expense, the following bonds, in the form prescribed by Hudson Valley Community College, of a surety company approved by Hudson Valley Community College and authorized to do business in the State of New York as a surety:

1. / / **Performance Bond** – in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract. Such bond shall be maintained in full force and effect up until the expiration of a period of one (1) year after date of final acceptance of all work by Hudson Valley Community College as security that the Contractor will fulfill his obligations under the Contract, including his guarantee obligations there under.
2. / / **Labor and Material Bond** – in an amount not less than 100% of the total amount payable to the Contractor by the terms of the Contract. Such bond shall be maintained in full force and effect up until final acceptance by Hudson Valley Community College of all work covered by the Contract.
3. / / **Form of Performance and Labor and Material Payment Bond** required by this Section shall be "Performance Bond and Labor and Material Payment Bond," American Institute of Architects Standard Form.

Yes/No Question - KO

- **Yes**
 - **No**
- KO

1.1.2. **NO REQUEST FOR PROPOSAL RESPONSE**
WHETHER OR NOT YOU SUBMIT A PROPOSAL FOR THIS REQUEST FOR PROPOSAL, UPLOAD AND RETURN IF YOU WISH TO BE MAINTAINED ON OUR RESPONDEE'S LIST:

Document question

[No RFP Response\(562110\).pdf](#)

Bidder's Responsibility

Bidders who respond to Hudson Valley Community College's request for proposals hereby acknowledge and accept responsibility for the following, and as a condition of the bidding process agree as follows:

1. to submit a complete and legibly prepared RFP;
2. SUBMIT RFP FORM AND ANY ENCLOSED DOCUMENTS;
3. to submit RFP pricing based upon RFP specifications promulgated by Hudson Valley Community College;
4. to submit the RFP on the Official RFP Form;
5. to be responsible for the mathematical accuracy of their RFP;
6. to provide an accurate conversion of packaging whenever their RFP varies from that product packaging detailed in Hudson Valley Community College RFP specifications;
7. to provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Hudson Valley Community College's RFP specifications; and
8. to review our website periodically for addendums to the RFP.

Hudson Valley Community College reserves the right to reject any RFP which, through bidder error or omission is found to be mathematically incorrect, otherwise incomplete, or not in compliance with Hudson Valley Community College RFP specifications. This right to reject RFP's which are incomplete, inaccurate, or not in compliance shall be exercised in the best interest of Hudson Valley Community College.

Specifications Consultant

No communication intended to influence this procurement is permitted except by contacting **TABITHA D'ATTILIO** at **T.DATTILIO@HVCC.EDU**. Contacting anyone other than the designated contact (either directly by the proposer or indirectly through a lobbyist or other person acting on the proposer's behalf) in an attempt to influence the procurement: (1) may result in a proposer being deemed a non-responsible offerer, and (2) may result in the proposer not being awarded a contract.

RFP Information

Submission

Sealed Requests for Proposals will be received until 1:30 pm, DST, WEDNESDAY, MAY 31, 2023.

RFP proposals must be submitted electronically through the Mercell website.

Any Request for Proposals submitted on forms other than the official forms provided by Hudson Valley Community College may be disqualified. **FAXED AND/OR E-MAILED REQUEST FOR PROPOSALS CANNOT BE ACCEPTED.** All Request for Proposals submitted must be typed or written in ink and signed by the resposndee/contractors designated representative. **ALL REQUESTS FOR PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON SECTION (1.1.1) OF "INFORMATION FOR BIDDERS" OR FACE DISQUALIFICATION.**

RFP Opening

2:00 pm, DST, WEDNESDAY, MAY 31, 2023
Hudson Valley Community College
Administration Building, Room 240
80 Vandenburg Avenue
Troy, New York 12180

Withdrawal of Request for Proposal

Any Request for Proposal may be withdrawn without prejudice prior to the official RFP opening time or any publicized postponement thereof. No withdrawal or change may be made by resposndee after the Request for Proposal has been opened.

Rejection of Request for Proposal

Hudson Valley Community College reserves the right to reject any and all Request for Proposals in connection with this project and to waive formalities in a Request for Proposal. **AN RFP WHICH INCLUDES ADDITIONAL TERMS AND CONDITIONS SUCH AS, FOR EXAMPLE, THOSE LIMITING LIABILITY OR WARRANTIES WILL BE REJECTED.**

Notification of Award

Hudson Valley Community College reserves the right to reject any and all Requests for Proposals and to waive any formalities in a Request for

Proposal. Hudson Valley Community College will notify the successful bidder in WRITING either by issuance of a preliminary LETTER of INTENT or a PURCHASE ORDER after all prerequisites and specifications have been met by the Respondee. **VERBAL NOTIFICATION OF THE AWARD IS NOT CONSIDERED A VIABLE MODE OF NOTIFICATION AND THEREFORE WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**

Return of Deposit Requirement or Certified Check when and if Requested

All deposit checks will be returned to unsuccessful Respondee(s) __ working days after the Request for Proposal has been awarded. The successful Respondee(s) will be notified and the deposit(s) held as a performance bond until all conditions of the contract are satisfactorily completed.

Deposit will be returned to successful vendor(s) along with final payment for merchandise or service after the purchaser has received and inspected the goods or service to be assured that all specifications have been fully met.

Default/Forfeiture Provisions

In case of default by the contractor, Hudson Valley Community College may procure the article or services from other sources and hold the contractor responsible for excess costs occasioned thereby.

Forfeiture of Deposit

Deposit may be forfeited upon failure to meet specifications or delivery date.

Forfeiture of Material Bonds

Material Bonds may be forfeited upon a vendors failure to uphold their submitted RFP or for failure to adhere to RFP specification and/or delivery schedules after receiving the award.

Trade or Brand Name

When a trade or brand name for a particular article or object is specified it is meant only as a reference for standard, and any other manufacturer of a similar article or object may meet the specifications if his product is reasonably equivalent or better than that mentioned as the standard.

Award of Contract

Hudson Valley Community College reserves the right to award the contract on the basis of overall advantages to the purchaser with respect to the aggregate of separate items and estimated overall requirements, (i.e., the right is reserved to award separate items to different vendors.)

If a supplier offers an equivalent substitute for any item on the Request for Proposal, the purchaser reserves the right to delete that item and its unit cost and to accept the remainder of the Request for Proposal. Each item shall be quoted and extended with all appropriate discounts, and prices shall be held firm until completion of order.

Transfer or Subcontracting of Contract

No contractor to whom any contract for these specifications shall be awarded shall assign, transfer, convey, sublet, or otherwise dispose of the same or his right, title, or interest therein, or his power to execute such contract, to any other persons or corporation without the previous consent in writing of Hudson Valley Community College.

Acceptance of Order

Failure to accept our purchase order issued pursuant to these specifications or failure to meet stated delivery time for any reason whatsoever shall be sufficient grounds for cancellation of the order and forfeiture of deposit as liquidated damages.

Disagreement

If the awarded contract does not agree with vendor's Request for Proposal, the contractor shall be responsible for contacting the Office of Business Services and Procurement before performance begins.

Respondees' Qualifications

Hudson Valley Community College reserves the right to examine the responsibility of Respondees for contracts and proposed subcontractors on a case-by-case basis including but not limited to an examination of the skill, judgment, integrity, good faith, sufficiency of financial resources, quality of execution, performance and conduct on prior similar contracts, and labor practices of a Respondee and/or of a proposed subcontractor; and to investigate and consider the background of such Respondees and subcontractors for this purpose including their ownership, management, affiliation, history of past performance, and compliance with relevant state and federal laws and regulations.

Change Order

Every purchase order is prepared with care; however, it is occasionally necessary to make changes to the original order. Such changes involve quantity, specifications, price, substitute products, deletion of items, complete cancellation of order, and so forth.

Since a purchase order is a contract, all changes must be processed through the Purchasing Department **with the exception of construction or alteration projects which must be reviewed and have prior approval of the President of the College.**

Contractor's Guarantee

By submitting on these specifications, the vendor binds himself to all conditions in these specifications, irrespective of any formalities in his order acknowledgement. No attachment or part may be substituted or applied contrary to manufacturer's recommendations and standard practice. Any variance with the specifications must be stated within the submitted RFP and may after review of all consequences of the variance, disqualify the RFP. Accessories supplied shall be compatible with the rest of the equipment.

Contractor guarantees that the equipment is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered. Each unit delivered is guaranteed against faulty material and workmanship for a period of one (1) year after acceptance of delivery by Hudson Valley Community College, unless otherwise specified. If during this period any such faults develop, the unit or part affected is to be replaced without any cost to Hudson Valley Community College.

All regularly manufactured stock electrical items shall be listed by Underwriter's Laboratory, Inc. Other electrical equipment shall be constructed to conform to applicable portions of National Electrical Code. Where electronic components are part of the equipment, the Manufacturer's standard guarantee shall apply.

Permits and Ordinances

In all operations connected with the work herein specified, all city and town ordinances and laws controlling or limiting in any way the action of those engaged in the work must be respected and strictly complied with. Contractor must obtain all permits and fees paid if and as required.

Hazardous Materials

Any materials required by this order that are deemed hazardous will be packaged, marked, and shipped by the seller to comply with all present and future federal, state, and local regulations and will further comply with any special company requirements. **All MSDS sheets are to be directed to the attention of the Campus Safety Officer.**

Safety and Health Devices

All equipment and services shall meet the requirements of the Federal Government, the State of New York, and the County of Rensselaer Safety and Health Regulations as well as the local safety and health regulations of the City of Troy.

Equipment shall conform to applicable standards of all National regulations.

Delivery Completion Requirements

Guaranteed delivery may be considered in making the award. Any vendor who submits a RFP on these specifications agrees to accept our purchase order and agrees to **GUARANTEE COMPLETE DELIVERY ON OR AFTER AWAD OF THIS RFP**. If the vendor feels he cannot meet requested delivery/completion date, he must so state and give revised date with RFP proposal.

ALL MERCHANDISE MUST BE SHIPPED PREPAID AND SHALL BE DELIVERED F.O.B. HUDSON VALLEY COMMUNITY COLLEGE, 80 VANDENBURGH AVENUE, TROY, NEW YORK, 12180, CENTRAL RECEIVING.

If delivered to other than Central Receiving the college refuses any and all responsibility for losses and damages unless specific directions for delivery at another location have been approved by the Office of Business Services & Procurement.

No C.O.D. deliveries will be accepted. Deliveries will be accepted only 9:00 am through 3:30 p.m., Monday through Friday, with the exception of official holidays or snow days when no deliveries will be accepted.

Cancellation

The college reserves the right to refuse any goods and to cancel all or any part of the contract if the contractor fails to meet delivery or performance dates.

Refusal of Goods or Services

Time is of the essence in delivery. The Office of Business Services and Procurement reserves the right to refuse any goods or services and to cancel any and all parts of this RFP if the vendor fails to deliver all or any part of the goods or services in accordance with the terms of the RFP.

Inspections

Hudson Valley Community College reserves the right to inspect all material furnished for conformity with the specifications. The right is reserved to reject and return at the vendor's expense and risk any unacceptable shipment.

Taxes

The college is a tax-exempt organization and therefore lacks the authority to pay taxes.

Payment

Invoices for prepaid transportation charges shall be supported by receipted freight bills. In the case of RFP's or quotations all freight charges are borne by the bidder unless otherwise specified in RFP.

It is the desire of the college to pay promptly. It is the vendor's responsibility to submit invoices directly to the Accounts Payable Department:

HUDSON VALLEY COMMUNITY COLLEGE

ATTN: ACCOUNTS PAYABLE

P.O. BOX 569

TROY, NEW YORK 12181-0569.

Invoices shall include purchase order number and date, HVCC item number, description of items, catalog number, sizes, quantities, unit prices, extended prices, and date of delivery. Invoices not on printed billheads shall be signed by vendor. Purchase order number **MUST** be listed on all shipping labels.

Invoices exceeding the limits established by this contract or for materials or services not qualifying under its specifications are not subject to payment.

Partial payments may be made upon properly executed invoices of delivered goods unless otherwise stated in the RFP. Final payment when the materials, supplies, or equipment have been fully delivered and accepted.

Clean Up

When the job has been completed, the contractor shall leave the site in a clean and orderly condition, acceptable to Hudson Valley Community College.

Insurance Coverage

1. The successful bidder shall provide the Director of Business Services & Procurement with a Certificate of Insurance and an "Additional Insured – Owners, Lessees or Contractors – (Form B)" endorsement, ISO form CG 20 10 11/85 or its functional equivalent naming Hudson Valley Community College (HVCC), the County of Rensselaer and the State University of New York as additional insureds on the contractor's general liability insurance policies. The policy or policies naming HVCC, the County of Rensselaer and the State University of New York as additional insureds shall:

1.1. be an insurance policy from an A.M. Best rated "secured", "A" minus or better, New York State Admitted insurer;

1.2. provide for 30 days notice of cancellation; see item 5 in RFP requirements;

1.3. state that the organization's coverage shall be primary coverage for HVCC, the County of Rensselaer and the State University of New York and their respective Boards, administrators, officials, employees and volunteers.

2. The successful bidder shall provide the Director of Business Services & Procurement with a Certificate or Proof of Insurance Coverage for the minimum coverages as listed on the sample Certificate of Liability Insurance included in this RFP package.

3. Contractor acknowledges that failure to obtain such insurance on behalf of HVCC constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to HVCC. The contractor is to provide HVCC with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

A purchase order cannot be issued until proper insurance documentation is received.

Indemnification

The contractor shall indemnify, defend and hold harmless the college, the County of Rensselaer and the State University of New York, their respective officers, administrators, faculty, employees and agents, from and against any and all charges, complaints, claims, demands, judgments, causes of actions, and suits brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including insurance deductibles, attorney fees, litigation expenses, and other costs incurred as a result of contractor's negligent acts or omissions or the improper performance of or breach of the contract or from any incident occurring in conjunction with or as a result of, the contractor's performance of the contract. The fact that contractor has obtained insurance coverage as required by this RFP invitation shall not relieve the contractor's obligation to defend and indemnify as provided under this Section.

Protection

Contractor shall be held liable for any injury to persons and/or property during the execution of his work.

Contractor shall take all safety measures required or affirmed during execution of his work.

Contractor's Liability Insurance

The contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefit acts; from claim for damages because of bodily injury, including death, to his employees and all others; and from claims from damages to property--any or all of which may arise out of, or result from, the contractor's operations under this contract.

This insurance shall be written for not less than any limit of liability as specified in other sections of this agreement and name Hudson Valley Community College, the County of Rensselaer and the State University of New York as additional insureds. Certificates of such insurance shall be filed with HVCC with the Director of Business Services.

Wages and Sallaries/PRC Schedule

Respondees must agree to conform to Section 103-a,b,c, and d of the General Municipal Law of the State of New York, copy of which text is appended hereto.

The wages and supplements to be paid to building service employees performing work in connection with the care or maintenance of an existing

building for a contractor under a contract with a public agency must not be less than the prevailing rate of wages and supplements paid for the same occupation in the locality of the work.

The schedules of prevailing wage rates and supplement PRC # _____ attached. Such a schedule constitutes the minimum rates payable and must be incorporated in the contract for the work. The schedules have been prepared in accordance with Section 220 of the New York State Labor Law.

S. 222 The unemployment rate in the Standard Metropolitan Statistical Area (SMSA), which includes the statistical areas listed below counties, has been six percent or more for three consecutive months. Article 8, Section 222 of the New York State Labor Law requires that preference in employment on any public work project within your county must now be given to citizens of New York State who have been residents of that SMSA for at least twelve consecutive months prior to the commencement of their employment. (See list below for counties included in your SMSA.) All contractors and sub-contractors working on projects under your jurisdiction should be notified by you immediately that this preference is in effect, and that it will remain in effect until you are notified otherwise.

STANDARD METROPOLITAN STATISTICAL AREAS IN NEW YORK STATE

- Albany - Schenectady - Troy Area: Albany, Montgomery, Rensselaer and Schenectady counties
- Binghamton Area: Broome and Tioga Counties
- Buffalo Area: Erie and Niagara Counties
- Elmira Area: Chemung County
- Nassau - Suffolk Area: Nassau and Suffolk Counties
- New York City Area: Bronx, Kings, New York, Queens, Richmond, Putnam, Rockland and Westchester Counties
- Poughkeepsie Area: Dutchess County
- Rochester Area: Livingston, Monroe, Ontario, Orleans and Wayne Counties
- Syracuse Area: Madison, Onondaga and Oswego Counties
- Utica - Rome Area: Herkimer and Oneida Counties

Equal Opportunity - Affirmative Action

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, are incorporated herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and to the hiring of individuals with physical or mental disabilities are incorporated herein by this specific reference.

The contractor further agrees that:

1. (a) in the hiring of employees for the performance of work under this contract, the contractor shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under the contract, by reason of race, color, religion, sex, age, disability, national origin or ancestry;
2. (b) the contractor or any person acting on its behalf, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, national origin or ancestry; and
3. (c) the contractor shall include this language in all subcontracts entered into for the performance of the contract.

Payroll Records

Contractor is responsible for providing the College's **DIRECTOR OF PHYSICAL PLANT** with payroll records for employees assigned to the College's project work throughout the duration of the contract/project.

Fair Labor Standards Act

Contractor warrants and represents that the goods covered by this contract have been manufactured in accordance with the requirements of the Fair Labor Standards Act and all other applicable federal, state, and municipal laws, rules, and regulations.

Minority Business Enterprise (MBE) and Women Business Owned Enterprise (WBE)

It is the policy of Hudson Valley Community College to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the college with goods and services at competitive prices.

General Information

Hudson Valley Community College includes a prohibition against any employee accepting any gift, gratuity, stipend or other thing of value from entities having a direct or indirect business interest with the college. The contractor agrees that its directors, officers, and employees will not offer or give any gift, gratuity, stipend, or other thing of value to any employee of the college. The contractor shall further report any attempt by a college employee to solicit any gift, gratuity, stipend, or thing of value. Any violation of this provision shall justify termination of this contract and may result in the rejection of the contractor's RFP's for future contract.

Provisions Required by Law Inserted

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted therein and the contract shall be read and shall be enforced as though so included therein.

No Third-Party Rights

Nothing in the contract shall create or shall give to third parties any claim or right of action against the college, the contractor, or any institution at which work is being carried out beyond such as may legally exist irrespective of the contract.

Protection of Lives and Health

Each contractor and subcontractor shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities of the State of New York or the United States of America. The contractor alone shall be responsible for the safety, efficiency and adequacy of the contractor's work, plant, appliances and methods, and for any damage which may result from the failure to comply or the use of improper methods.

State and Federal Labor Law Provisions

It is hereby agreed that all applicable provisions of the labor law of the State of New York and the United States shall be carried out in the performance of this work.

Contractor Relationship

The relationship created by the contract between the college and the contractor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the college and the contractor nor is it to be construed as, in any way or under any circumstances, creating or appointing the contractor as an agent of the college for any purpose whatsoever.

Workers' Compensation Benefits

This contract shall be void and of no force and effect unless the contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

Non-Discrimination Requirements

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the contractor will not discriminate against any employee or applicant for employment for any prohibitive reason, including by way of example and not in limitation of race, creed, color, sex, national origin, age, disability or marital applicant status.

Governing Law

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Service of Process

In addition to the methods of service allowed by the New York State Civil Practice Law & Rules ("CPLR"), contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon contractor's actual receipt of process or upon the college's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the college, in writing, of each and every change of address to which service of process can be made. Service by the college to the last known address shall be sufficient.

Licenses and Permits

Contractor shall obtain all licenses and permits necessary for the proper performance of the contract.

Amendments

This contract may not be amended, modified or supplemented except by written agreement of the parties hereto.

Severability

Any term or provision of this contract which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this contract or affecting the validity or enforceability of any of the terms or provisions of this contract in any other jurisdiction. If any provision of this contract is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Modification

This writing contains the entire agreement of the parties with respect to the subject matter hereof. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee or other representative of either party is empowered to alter any term of this contract unless done in writing and signed by an officer of the parties.

Jurisdiction and Venue

All actions or proceedings relating to this contract, its existence, validity, performance or nonperformance, seeking the enforcement or interpretation of its terms or remedies for its breach shall be brought only in the Supreme Court of the State of New York for the County of Rensselaer, and all parties consent to the exclusive jurisdiction and venue of such court and waive the defense of forum non conveniens.

Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, or mailed by registered or certified mail, postage prepaid, to the respective parties.

Freedom of Information Compliance

Hudson Valley Community College is subject to the provisions of the New York Freedom of Information Law ("FOIL"), and, subject to statutory exceptions, is required to make all records (as defined by FOIL) available to the public upon proper request. Any person desiring to maintain or preserve the secrecy or confidentiality of any part of this submission should specify, in writing, the part of the record sought to be protected, and the statutory basis upon which Hudson Valley Community College would be justified in denying access. There can be no guarantee that Hudson Valley Community College can or will maintain the secrecy or the confidentiality of any part of the record.

Alternative Bids

Bidders are invited to submit alternative bids that the vendor feels will provide the best service in fulfilling the needs of the college.

Service and Supply Agreement

The successful vendor must fill out and sign the Service and Supply Agreement found on our website at www.hvcc.edu/purchasing.

1.2. RFP Specifications

Section - 2 Questions

1.2.1. RFP Specifications

Below are the Specifications for **RFP For Communications And Marketing Services**.

****DO NOT FORGET THE ADDITION OF REQUIRED DOCUMENTS SPECIFIED IN 1.1.1 RFP Requirements**

Document question

[RFP23-468 RFP For Communications And..\(562553\).pdf](#)

1.2.2. Non-Collusive Statement

Please upload a filled out and signed copy of the Non-Collusive Statement below (It can be found in the Documents Section)

Document question - KO

Documents

Download/Fill out Non-Collusive Statement

Download Insurance and Legal Documents below.

[NonCollCertf\(562112\).pdf](#)

[Insurance and Legal Documents\(562113\).pdf](#)

GENERAL MUNICIPAL LAW

S. 103.a Ground for cancellation of contract by municipal corporation and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, 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, and 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 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 fire district, 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 also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, 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 the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

S. 103.b Disqualification to contract with municipal corporations and fire districts.

Any person who, 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 a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, 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 thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or with any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section one hundred three-c of this article.

It shall be the duty of the officer conducting the investigation before the grand jury before which the refusal occurs to send notice of such refusal, together with the names of any firm, partnership or corporation of which the person so refusing is known to be a member, partner, officer or director, to the superintendent of public works of the State of New York, and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the person so refusing and any firm, partnership or corporation of which he is a member, partner, director or officer, is known to have a contract.

S. 103.c Statement of non-collusion in contract with municipal corporation or fire districts.

Every contract hereafter made or awarded by a municipal corporation or any public department, agency or official thereof or by a fire district or any agency or official thereof, pursuant to bid, for work or services following statement by the bidder, under penalty of perjury: Non-collusive bidding certification. The bidder certifies that: (a) the bid has been arrived at the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and (b) the contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety of any bond furnished herewith prior to the official opening of the bid.

ART. 8

LABOR LAW

S. 220.a

Statements showing amounts due for wages and supplements to be filed-verification. Before payment is made by or on behalf of the state of any city, county, town, village or other civil division of the state of any sum or sums due on account of a contract for a public improvement it shall be the duty of the comptroller of the state or the financial officer of the municipal corporation or other officer or person charged with the custody and disbursement of the state or corporate funds applicable to the contract under and pursuant to which payment is made to require the contractor to file a statement in writing in form satisfactory to such officer certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon the work under the contract, setting forth therein the names of the persons whose wages or supplements are unpaid and the amount due to each or on behalf of each respectively, which statement so to be filed shall be verified by the oath of the contractor or subcontractor as the case may be that he has read such statement subscribed by him and knows the contents thereof, and that the same is true of his own knowledge.

220.a as last amended by L1956, C750, eff. April 1, 1956.

S. 103.d Statement of non-collusion in bids and proposals to political subdivision of the state or fire district.

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof or by a fire district or any agency or official thereof, 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. By submission of this bid or proposal, the bidder certified that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this 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 to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

IN THE CASE OF CORPORATE BIDDERS A RESOLUTION IN THE FOLLOWING FORM MUST ACCOMPANY THE BIDS.

Resolved that _____ be (Name of Corporation) authorized to sign and submit the bid or proposal of this corporation for the following project _____ (Describe Project) and to include with such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ corporation at a meeting of its board of directors held on the _____ day of _____ 20____.

(SEAL OF CORPORATION)

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, 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.

PRINT NAME

SIGNATURE

TITLE

NAME OF CORPORATION

FEDERAL ID#

DATE: _____

New York State
Department of Taxation and Finance
OTPA Sales Tax Exempt Organizations Unit
Building 8, Room 425
W.A. Harriman Campus
Albany, NY 12227

Hudson Valley Community College
80 Vandenberg Avenue
Troy, NY 12180-6096

Gentlemen:

The Tax Law exempts New York State governmental entities, such as your organization, from the payment of sales and use taxes on their purchases.

Tax exemption numbers and the Exempt Organization Certification, Form ST-119.1 are not issued to governmental entities. In order to make tax-free purchases, your organization must present vendors with its official purchase order or other documentation which indicates that the purchase is made by and paid from the funds of a governmental entity. You may instead present a copy of this letter along to any vendor who requests a tax exemption number or an Exempt Organization Certification, Form ST- 119.1.

NOTICE TO VENDOR

This letter is not an exemption document. You are not required to collect tax from the above organization, if they present you with their purchase order or other documentation which indicates that the purchase is made by and paid from the funds of a governmental entity.

New York State Department of Tax and Finance
OTPA - Technical Services Bureau
Sales Tax - Exemption Organizations Unit
Building 8, Room 425
W. A. Harriman Campus
Albany, NY 12227
(518) 457-2782

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, 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.

PRINT NAME

SIGNATURE

TITLE

NAME OF CORPORATION

FEDERAL ID#

DATE:_____

A signed copy of this **Bid/RFP Form** plus a signed **Non-Collusive Bidding Certification**, must be returned with bid or proposal.

BID FORM

RFP 23-468 RFP For Communications And Marketing Services

FROM: Company Name and Address

Date _____

Phone _____

FAX # _____

FEDERAL ID # _____

Supplier Quote No. _____

THIS BID IS SUBJECT TO ALL OF THE ABOVE TERMS/CONDITIONS PROVIDED IN THE ABOVE NUMBERED BID.

WHETHER OR NOT YOU SUBMIT A PROPOSAL FOR THIS BID, CHECK THE APPROPRIATE BOX(ES) BELOW AND RETURN THIS FORM TO BUSINESS SERVICES.

- 1. /___/ We are unable to bid at this time.
- 2. /___/ Keep us on your bidder's list.
- 3. /___/ Remove us from your bidder's list.
- 4. /___/ Our additional areas of interest are:

Return to Business Services & Procurement

(Name) Typed or Printed

(Company)

(Signed)

(Title)

(Email Address)

NO REQUEST FOR PROPOSAL RESPONSE

**WHETHER OR NOT YOU SUBMIT A PROPOSAL FOR THIS REQUEST FOR PROPOSAL,
CHECK AND RETURN IF YOU WISH TO BE MAINTAINED ON OUR RESPONDEE'S LIST:**

1. /__/ We are unable to bid at this time.
2. /__/ Keep us on your RESPONDEE's list.
3. /__/ Remove us from your RESPONDEE's list.
4. /__/ Our additional areas of interest are:
5. /__/ Comments:

Responder's Name

Address

Representative

Representative's Signature

Title