



RFP NO.: 09-335
TITLE: RFP FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES
RECEIVING DATE AND TIME: 1:55 PM, DST, TUESDAY, JULY 28, 2009
OPENING DATE AND TIME: 2:00 PM, DST, TUESDAY, JULY 28, 2009

INFORMATION FOR RESPONDEE

INVITATION

Hudson Valley Community College will accept sealed Requests for Proposals for **RFP NO. 09-335 – RFP FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES** in the Office of the Director of Business Services at the **ADMINISTRATION BUILDING, 80 VANDENBURGH AVENUE, ROOM 240**, Troy, New York, 12180 until **1:55 PM, DST, TUESDAY, JULY 28, 2009**. The bids will be opened publicly and read aloud at **2:00 PM, DST TUESDAY, JULY 28, 2009**. Only sealed bids will be accepted. No bid will be accepted after the official time and date. **FAXED BIDS WILL NOT BE ACCEPTED. COPIES OF THE SPECIFICATIONS AND BID FORMS MAY BE OBTAINED BY APPLYING TO THE OFFICE OF BUSINESS SERVICES, TELEPHONE (518-629-4519), BETWEEN THE HOURS OF 9:00 A.M. AND 3:30 P.M., OR VISIT OUR WEBSITE AT: <http://www.hvcc.edu/purchasing/>. "NO REQUEST FOR PROPOSAL WILL BE ACCEPTED AFTER THAT TIME AND DATE FOR RECEIPT".** If the vendor decides to utilize an overnight carrier, it is the vendor's responsibility to select a carrier that will deliver directly to the bid-opening site.

REQUEST FOR PROPOSAL REQUIREMENTS

Respondes are requested to verify compliance with the following requested items **AND INCLUDE WITH THE REQUEST FOR PROPOSAL, THOSE ITEMS AS REQUESTED. LACK OF COMPLIANCE MAY RESULT IN AUTOMATIC DISQUALIFICATION.**

1. **/X/** Return Request for Proposal with **signed Statement of Non-Collusion and Certification of Compliance.**
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. **/X/** 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.**
5. **/___/** Performance Bond upon notification of award.
6. **/X/** Brochures, catalogs, model numbers, or pertinent literature where applicable.
7. **/X/** References. (Preferably from Educational Institution.)
8. **/X/** Signature of Request of Proposal manager.

BIDDER'S RESPONSIBILITY

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

- (a) to submit a complete and legibly prepared bid;
- (b) submit bid form and any enclosed **DOCUMENTS IN SIX COPIES**;
- (c) to submit bid pricing based upon bid specifications promulgated by Hudson Valley Community College;
- (d) to submit the bid on the Official Bid Form;
- (e) to be responsible for the mathematical accuracy of their bid;
- (f) to provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Hudson Valley Community College bid specifications;
- (g) 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 bid specifications; and
- (h) to review our website periodically for addendums to the bid or RFP, if the bid was obtained from the website.

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

SPECIFICATIONS CONSULTANT

FOR ADDITIONAL INFORMATION CONCERNING THE SPECIFICATIONS, PLEASE CONTACT STEPHEN COWAN, DIRECTOR OF PHYSICAL PLANT AT (518) 629-7356.

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

SUBMISSION

The envelope shall be marked on its face with the name of the person, firm, or corporation plus:

SEALED REQUEST FOR PROPOSAL NO. 09-335 FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES AND REQUEST FOR PROPOSAL OPENING AT 2:00 PM, DST, TUESDAY, JULY 28, 2009.

All Request for Proposals shall be addressed to:

Mary Ellen Lajeunesse
Director of Business Services
Hudson Valley Community College
Administration Building, Room 240
80 Vandenberg Avenue
Troy, New York 12180

Any Request for Proposals submitted on forms other than the official forms provided by Hudson Valley Community College may be disqualified. If it is questionable that the Postal Service can deliver your Request for Proposal on time, we suggest that it be sent by telegram. **TELEPHONE REQUEST FOR PROPOSALS AND/OR FAXED REQUEST FOR PROPOSALS CANNOT BE ACCEPTED.** All Request for Proposals submitted must be typed or written in ink and signed by the responder/contractors designated representative. **ALL REQUESTS FOR PROPOSALS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON PAGE ONE (1) OF "INFORMATION FOR RESPONDEES" OR FACE DISQUALIFICATION.**

OPENING

Sealed Requests for Proposals will be received until **1:55 PM, DST, TUESDAY, JULY 28, 2009** and will be opened on **TUESDAY, JULY 28, 2009 AT 2:00 PM, DST.** Any Request for Proposals not sealed will be rejected. **NO REQUEST FOR PROPOSALS WILL BE ACCEPTED AFTER THE OFFICIAL SPECIFIED TIME AND DATE.**

WITHDRAWAL OF REQUEST FOR PROPOSAL

Any Request for Proposal may be withdrawn without prejudice prior to the official bid opening time or any publicized postponement thereof. No withdrawal or change may be made by responder 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.

NOTIFICATION OF AWARD

The successful Responder will be notified within **THIRTY (30)** working days after the Request for Proposal opening. 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 Responder. **VERBAL NOTIFICATION OF THE AWARD IS NOT CONSIDERED A VIABLE MODE OF NOTIFICATION AND, THEREFORE WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**

DEPOSIT REQUIREMENTS

- a. /___/ 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 bid which it pertains to must accompany the Request for Proposal.
- b. /X/ 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.

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.

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 contract on the basis of overall advantages to 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 before performance begins.

RESPONDEE'S QUALIFICATIONS

Hudson Valley Community College reserves the right to examine the responsibility of Respondee 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 Respondee 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 acknowledgment. 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 Request for Proposal and may after review of all consequences of the variance, disqualify the Request for Proposal. 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 bid on these specifications agrees to accept our purchase order and agrees to **GUARANTEE COMPLETE SERVICE AS SPECIFIED IN THIS RFP**. If vendor feels he cannot meet requested delivery/completion date, he must so state and give revised date with request for proposal.

ALL MERCHANDISE MUST BE SHIPPED PREPAID AND SHALL BE DELIVERED F.O.B. HUDSON VALLEY COMMUNITY COLLEGE, 80 VANDENBURGH AVENUE, TROY, NEW YORK, 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 has been approved by the Office of Business Services.

No C.O.D. deliveries will be accepted. Deliveries will be accepted only 9:00 a.m. 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 reserves the right to refuse any goods or services and to cancel any and all parts of this proposal if the vendor fails to deliver all or any part of the goods or services in accordance with the terms of the Request for Proposal.

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 bids or quotations all freight charges are borne by the Respondee unless otherwise specified in Request for Proposal.

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 good unless otherwise stated in the Request for Proposal. Final payment when the materials, supplies, or equipment have been fully delivered and accepted.

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.

WAGES AND SALARIES/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.

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:

- (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;
- (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
- (c) the Contractor shall include this language in all Subcontracts entered into for the performance of the Contract.

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 bids 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, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice as provided in the Certification of Compliance.

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

Respondee are invited to submit alternative Requests for Proposals, which the vendor feels will provide the best service in fulfilling the needs of the college.

SPECIFICATIONS FOR RFP NO.09-335
RFP FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES

Request for Proposal
Licensed Architectural/Engineering Services
Hy Rosenblum Center (HRC)

OVERVIEW

Hudson Valley Community College (HVCC) is requesting proposals from Licensed Architectural/Engineering Firms to prepare for the college a building assessment study for the Hy Rosenblum Center (HRC) located at 45 Morrison Avenue, adjacent to the college's main campus.

The HRC is located on a 42 acre parcel on land at the intersection of Morrison and Vandenburg Avenues in the City of Troy, New York. Hudson Valley Community College is seeking to make a determination as to the usefulness of the 100,000 square foot building which is located on the east end of the parcel. The building constructed in the 1940's and added to in 1960 was purchased by HVCC in 1984 and has been used by the college since that time as offices and also contains some isolated classrooms.

The detailed study should include an in depth look at all of the building conditions including the following:

1) Building Exterior/Superstructure

- a) Foundations
- b) Exterior Walls
- c) Building Framing
- d) Windows
- e) Doors/Frames/Hardware
- f) Stairs
- g) Roof

2) Building Interior

- a) Floors
- b) Walls
- c) Ceilings
- d) Doors/Frames/Hardware
- e) Built-in Furnishings
- f) Stairs
- g) elevator/Lifts

3) Building Heating

- a) HVAC Distribution & Controls
- b) Air Handling Units/Controls
- c) Boilers
- d) Pumps/Motors/Compressors
- e) Plumbing Systems/Fixtures

4) Building Electrical

- a) Fire alarm System
- b) Emergency Lighting
- c) Lighting/Branch Wiring
- d) Electrical Distribution
- e) Power Wiring

5) Building Services

- a) Domestic Water
- b) Sanitary Sewer
- c) Roof drains
- d) Storm Water

6) External Roadways/Parking Lots

The end result of such analysis will be detailed writings regarding the items noted above as to its current condition and cost to upgrade or renovate the system to current standards or NYS Building Code.

Additionally the result of the study may also produce a recommendation for demolition.

FEE

The proposer shall identify a "Not to Exceed" fee for performing the work outlined in this Request for Proposals. Include a fee schedule if further work is needed.

SCHEDULE

The college will review the proposals received and will render a decision on the selected architectural/engineering firm for the college's August 28, 2009 Board of Trustees meeting. No work on the proposal will be allowed to commence until September 1, 2009.

All work must be complete and a final report produced within 120 days after receipt of a fully executed contract with the college.

Questions concerning this RFP and the procedures for responding to the RFP should be directed to:

Stephen F. Cowan
Director of Physical Plant
Hudson Valley Community College
80 Vandenburg Avenue
Troy, NY 12180

Respondents should submit **SIX (6) COPIES** of their proposal. Proposals must be received by **1:55 PM, DST, TUESDAY, JULY 28, 2009** at the following address:

MaryEllen Lajeunesse
Purchasing Department
Hudson Valley Community College
Administration Building, Room 240
80 Vandenberg Avenue
Troy, NY 12180

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 certifies 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)

STATEMENT OF NON-COLLUSION

I, the undersigned, do hereby certify 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, 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 bid or proposal certified that he has fully informed himself 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 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 signature of this bid or proposal in behalf of the corporate bidder.

Date: _____

LOCAL LAW #2, 1992
CERTIFICATE of COMPLIANCE

Local Law No. 2 for the year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992 provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership (or) unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister, parent, or dependent of Rensselaer County officer, employee, public official and party officers.

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Ned Pattison Rensselaer County Government Center, 1600 Seventh Avenue, Troy, New York 12180, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2951.

STATE OF NEW YORK
COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to Hudson Valley Community College, Troy, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with Hudson Valley Community College.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" – YOU MUST SUBMIT THIS FORM WITH YOUR BID.

* (Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

(Telephone Number)

(Fax Number)

(Authorized Signature)

_____/____/____
(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

Two (2) copies of bid form plus non-collusion statement, and Certification of Compliance, must be returned ONLY plus deposit, if required.

RFP FORM

RFP NO. 09-335 – RFP FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES

FROM: Company

Date _____

Phone _____

FAX # _____

FEDERAL ID# _____

Supplier Quote No. _____

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

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:

(Name) Typed or Printed

(Company)

(Signed)

(Title)

Return to Business Services

Two (2) copies of bid form plus non-collusion statement, and Certification of Compliance, must be returned ONLY plus deposit, if required.

RFP FORM

RFP NO. 09-335 – RFP FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES

FROM: Company

Date _____

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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:

(Name) Typed or Printed

(Company)

(Signed)

(Title)

Vendor/Contractor Copy

Two (2) copies of bid form plus non-collusion statement, and Certification of Compliance, must be returned ONLY plus deposit, if required.

RFP FORM

RFP NO. 09-335 – RFP FOR LICENSED ARCHITECTURAL/ENGINEERING SERVICES

FROM: Company

Date _____

Phone _____

FAX # _____

FEDERAL ID# _____

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

(Name) Typed or Printed

(Company)

(Signed)

(Title)

Requestor Copy