

Bid Information

Submission

All bids submitted must be typed or written in ink and signed by the bidder/contractor's designated representative. **ALL BIDS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON SECTION (1.1.1) OF "INFORMATION FOR BIDDERS" OR FACE DISQUALIFICATION.**

Withdrawal of Bids

Any bid may be withdrawn without prejudice prior to the official bid opening time or any publicized postponement thereof.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 the bidder after the bid has been opened.

Rejection of Bid

Hudson Valley Community College reserves the right to reject any and all bids in connection with this project and to waive formalities in a bid.

BIDS WHICH INCLUDE ADDITIONAL TERMS AND CONDITIONS SUCH AS, FOR EXAMPLE, THOSE LIMITING LIABILITY OR WARRANTIES WILL BE REJECTED.

Notification of Award

The successful bidder will be notified within THIRTY (30) working days after the bid opening. Hudson Valley Community College reserves the right to reject any and all bids and to waive any formalities in a bid.

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

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 bid or for failure to adhere to bid 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 bid, the purchaser reserves the right to delete that item and its unit cost and to accept the remainder of the bid. 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 the 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 bid, the contractor shall be responsible for contacting the Office of Business Services and Procurement before performance begins.

Bidders' Qualifications

Hudson Valley Community College reserves the right to examine the responsibility of bidders 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 bidder and/or of a proposed subcontractor; and to investigate and consider the background of such bidders 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 bid and may after review of all consequences of the variance, disqualify the bid. 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 DELIVERY ON OR AFTER AWARD OF THIS BID.** If the vendor feels he cannot meet requested delivery/completion date, he must so state and give revised date with bid 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 bid if the vendor fails to deliver all or any part of the goods or services in accordance with the terms of the bid.

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 bidder unless otherwise specified in bid.

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 bid. 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.

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.

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.

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.

Fair Labors 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, 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.

1. Bid Package

3 (3 Mandatory Requirement)



1.1. Bid Information

Group - 1 Questions

1.1.1. Bid Requirements

Respondents are requested to verify compliance with the following requested items when submitting their bid package in **1.2.1 Bid 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 Bid with signed Statement of Non-Collusion.
2. / ☐ / Certified check or Bid bond as specified under "Bid Bond or Certified Check". The check must be included in the Bid package at the time of the Bid opening.

3. / ☒ / No certified check or Bid bond.
4. / ☒ / Certificate of Insurance naming Hudson Valley Community College, the County of Rensselaer and the State University of New York as additional insureds. 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 bid bond in the amount equal to a percentage of the total bid figure made payable to Hudson Valley Community College and clearly marked with the number of the bid which it pertains to must accompany the bid.
2. / ☒ / No deposit requirement or certified check is required with this bid.

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

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:

1. to submit a complete and legibly prepared bid;
2. SUBMIT BID FORM AND ANY ENCLOSED DOCUMENTS;
3. to submit bid pricing based upon bid specifications promulgated by Hudson Valley Community College;
4. to submit the bid on the Official Bid Form;
5. to be responsible for the mathematical accuracy of their bid;
6. to provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Hudson Valley Community College bid 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 bid specifications; and
8. to review our website periodically for addendums to the bid or RFP.

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

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.

Submission

Sealed Bids will be received until 2:00pm, DST, TUESDAY JULY 14, 2026

Bid proposals can be submitted electronically through the Bonfire website, in-person or by mail.

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

SEALED BID PROPOSAL NO. 4037 PHYSICAL EDUCATION SUPPLIES AND BID OPENING AT 2:15PM, DST, TUESDAY JULY 14TH 2026

All Bids shall be addressed to:

Tabitha D'Attilio Director of Procurement

Hudson Valley Community College Administration Building, Room 240 80 Vandenberg Avenue

Troy, New York 12180

SUBMIT BID FORM AND ANY ENCLOSED DOCUMENTS IN DUPLICATE. Any Bids submitted on forms other than the official forms provided by Hudson Valley Community College may be disqualified. **FAXED AND/OR E-MAILED BIDS CANNOT BE ACCEPTED.** All Bids submitted must be typed or written in ink and signed by the respondent/contractors designated representative. **ALL BIDS MUST MEET AND INCLUDE REQUIREMENTS AS CHECKED ("X") ON SECTION (1.1.1) OF "INFORMATION FOR BIDDERS" OR FACE DISQUALIFICATION.**

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