

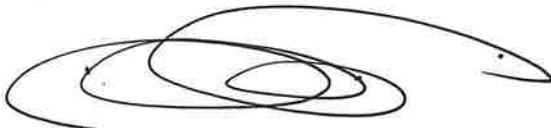
NON-COLLUSION BIDDING CERTIFICATE

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation, or local law, to contain a Non-Collusion Bidding Certificate in the following form:

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 being disclosed by the bidder prior to the 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.

Signature: _____



Print Name: Tim Trainor

Title: President & CEO

Company Name: TRAINOR Associates, Inc.
Legal Name of Person, Firm, or Corporation

Date: 9/26/23

IRAN DIVESTMENT ACT CERTIFICATION

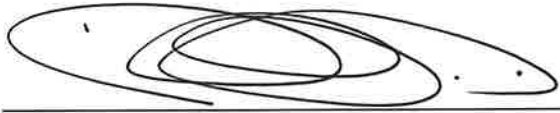
As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the Herkimer College receive information that a person is in violation of the above-referenced certification, Herkimer College will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Herkimer College shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Herkimer College reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature:  _____

Print Name: Tim Trainor _____

Title: President & CEO _____

Company Name: TRAINOR Associates, Inc. _____

Date: 9/26/23 _____



STIPULATED AMOUNTS: The Undersigned hereby proposes and agrees to perform all the work and furnish all things required for:

Marketing & Advertising Services

All in accordance with the proposal/bid and with all attachments and addenda as prepared by Herkimer College, 100 Reservoir Road Herkimer, NY 13350 for the following stipulated amounts:

	Fixed Fee Proposal		
	<u>11/1/23-8/31/24</u>	<u>Optional Year 9/1/24-8/31/25</u>	<u>Optional Year 9/1/25-8/31/26</u>
1. Account Supervision	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
2. Account Management	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
3. Photography	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
5. Graphic Design	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
6. Videography	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
7. Copywriting	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
8. Art Direction	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
9. Media Planning/Buying	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
10. Market Research	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
11. Creative Development –			
Complex Design/Production	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
12. Creative Development –			
Base Design/Production	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.
16. Marketing Strategy Sessions	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.	\$ <u>150</u> / hr.

Prices will remain firm for the initial period of the price contract. The College or the successful offeror may request a change in prices to be in effect for the length of the extension period. Any requests for price changes must be received in writing thirty (30) days prior to the end of the current contract period. Any price change must be substantiated by firm proof the conditions have changed in the industry which would warrant a change in price.

There is no guarantee the College will purchase the line items of services listed.