

Request for Quotes ("RFQ") for _____
_____ College ("College") of The City University of New York ("University")

QUOTE

Vendor: Provide name, address, contact information: Name _____ Address _____ Phone # _____ Fax # _____ Email _____	Vendor: Complete, sign, and submit your Quote on this form to the RFQ Administrator: Name of RFQ Administrator _____ Address _____ Address _____ Phone Number / Fax Number _____ Purchasing Dept (RFQ) Email Address _____	MWBE Goals: <input type="checkbox"/> YES <input type="checkbox"/> NO If YES: ____% Minority- and Women-owned Business Enterprise Participation ____% Minority-owned Business Enterprise Participation ____% Women-owned Business Enterprise Participation		
ITEM #	DESCRIPTION of COMMODITIES and/or SERVICES ("Work") and UNIT of MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
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_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
<i>For Commodities:</i> Delivery Date, F.O.B. DESTINATION on or before _____, 201____, inside delivery and assembled. or <input type="checkbox"/> n/a				
Responder offers its Quote Price which is firm for 90 days from RFQ Submission Deadline.			Quote Price:	\$ _____
Specifications: Attached: <input type="checkbox"/> yes, # of pages attached _____ or <input type="checkbox"/> no				

All responding vendors ("Respondents") must submit quotes ("Quotes") using this form, and no exceptions or additional terms and conditions will be accepted by the University except as specified in this RFQ. Each Respondent must enter its name, address, and contact information in the box at the top left, enter Unit Prices and Extended Prices for each Item, and enter the sum of all Extended Prices as its Quote Price. Each Respondent must offer the University its most favorable pricing (or better) offered currently to any customer of the Respondent for the same or generally similar types and amounts of goods and/or services. Respondents must direct any questions concerning this RFQ to the RFQ Administrator identified above. The Quote Price offered and any purchase that results from this RFQ shall be governed by the terms and conditions of this two-page RFQ and any attached specifications and any other terms and conditions attached hereto or incorporated by reference (see details on page 2).

By signing below I certify that I am an authorized representative of the vendor named above and below. The vendor hereby offers to provide the commodities and/or services described in this RFQ for the Quote Price and agrees to the terms and conditions of this RFQ.

Vendor Name _____ Signature _____
signature of authorized representative of Vendor
Vendor EIN _____ print name _____
Date _____ print title _____

Request for Quotes Terms and Conditions

Prices must include all costs for each Item of Work, including, without limitation, all services and other work set forth in its corresponding specifications, indoor delivery F.O.B. the destination specified by the College, and assembly. Sales to the University are not subject to sales and use tax. Do not include any tax in your Quote.

Respondents must submit Quotes using this form, and no exceptions or additional terms and conditions will be accepted by the University. For purchases of software licenses only, Respondent's terms regarding the University's allowable use(s) of the software, if submitted with its Quote, will be considered by the University on a case-by-case basis.

The University reserves the right to negotiate better prices than submitted in response to this RFQ and to make no purchases as a result of this RFQ. Any purchase resulting from this RFQ is subject to the requirements of applicable law and University policy, and the University reserves the right to require the submission of additional documents, information, and/or certifications from any Respondent as a condition of purchase. Any Quote that substitutes goods or services other than those specified must include information that demonstrates that the substitution will conform to the function, performance, maintenance requirements, durability, quality, strength, and cost, in addition to any other attributes the University deems relevant, of the specified Item. The University reserves the right to request samples, additional information, and demonstrations of claims about a proposed substitute. No substitution offered will be accepted unless and until the University accepts the proposed substitution in writing as satisfactory to the University. The University may make purchases using its discretionary authority under law and University policy.

Quotes must be signed by the Respondent and transmitted to the RFQ Administrator by mail, hand delivery, email, or fax by the RFQ Response Deadline. Delivery by the RFQ Response Deadline to the RFQ Administrator, including the correct room if by mail or hand delivery, is the sole responsibility of each Respondent. Respondents bear the risk of the failure of delivery for any reason, including, without limitation, due to electronic failure or mechanical breakdown for any faxed or emailed Quotes.

Respondents must direct any questions concerning this RFQ to the RFQ Administrator identified on page 1.
Do not contact anyone at the College other than the RFQ Administrator.

The Quote Price offered and any purchase that results from this RFQ shall be governed by the terms and conditions of this RFQ (including, without limitation, any attached specifications and any other terms and conditions attached hereto or incorporated by reference) and by the University's standard Purchase Order Terms and Conditions and Appendix A, Standard Clauses for New York State Contracts ("NYS Appendix A"), which are incorporated by reference with the same effect as if written here. For purchases of commodities and/or services over \$25,000, the University's Executive Law Article 15-A Provisions ("Article 15-A Provisions") shall also apply, in accordance with law and University policy. The Purchase Order Terms and Conditions, NYS Appendix A, and the Article 15-A Provisions may be obtained from the College's Purchasing Office if not attached hereto. By responding to this RFQ, you are making an offer to contract with the University on the terms contemplated herein, and the University's issuance of a formal Purchase Order document ("Purchase Order") shall create a binding contract with the University for the Work specified in such Purchase Order. The University may issue subsequent Purchase Orders for additional Work not to exceed (individually or in the aggregate) the quantities provided by the University in the RFQ or the Quote Price provided by the Respondent in its Quote. The University shall have no responsibility to pay for anything delivered or performed prior to the University's issuance of a Purchase Order. Respondents accept these terms and conditions by signing the Quote, by delivering any of the Work, or otherwise performing the terms and conditions of this RFQ, and/or by accepting payment from the University.

Additional Vendor Information - Please indicate below if any of the following apply to you:

- | | |
|--|---|
| <input type="checkbox"/> is State-certified minority owned | <input type="checkbox"/> sells recycled or remanufactured commodities or technology |
| <input type="checkbox"/> is State-certified woman owned | <input type="checkbox"/> is a small business |
| <input type="checkbox"/> is City-certified minority owned | <input type="checkbox"/> is none of the above |
| <input type="checkbox"/> is City-certified woman owned | |

State Finance Law §139-j and §139-k Form

Disclosure of Prior Non-Responsibility Determinations
and
Certification of Compliance with State Finance Law §139-j and §139-k

Name of Vendor: _____

Address of Vendor: _____

EIN of Vendor: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (please circle)

No Yes

If you answered "No" to question #1, then please proceed to and answer question #5.

2. If you answered "Yes" to question #1, then please answer the following: Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (please circle):

No Yes

3. If you answered "Yes" to question #1, then please answer the following: Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (please circle):

No Yes

4. If you answered "Yes" to any of questions #1, #2, or #3, then please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility (add additional pages as necessary):

State Finance Law §139-j and §139-k Form (page 2 of 2)

Disclosure of Prior Non-Responsibility Determinations
and Certification of Compliance with State Finance Law §139-j and §139-k

5. Has any Governmental Entity of other governmental agency terminated or withheld a Procurement Contract with Vendor (the above-named individual or entity) due to the intentional provision of false or incomplete information? (please circle):

No Yes

If you answered "Yes" to question #5, then please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding (add additional pages as necessary): _____

Vendor acknowledges and agrees that the City University of New York ("CUNY") reserves the right to terminate the Contract in the event it is found that the certification filed by the Vendor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, CUNY may exercise its termination right by providing written notification to the Vendor in accordance with the written notification requirements of the Contract.

CERTIFICATION: Vendor certifies that all information provided to CUNY with respect to State Finance Law §139-k is complete, true and accurate.

AFFIRMATION: On behalf of the entity named below, I hereby affirm that I understand and agree to comply with the procedures of CUNY relative to permissible Contacts as required by State Finance Law §§139-j and 139-k, particularly §139-j (3) and §139-j (6) (b).

Vendor: _____
(print or type corporation, partnership, or individual name)

By: _____
(signature of authorized representative)

Name: _____
(print or type name of authorized representative)

Title: _____
(print or type title of authorized representative)

Date: _____

Kingsborough Community College of the City University of New York

Attachment 1

Specifications

[Specifications follow this page]

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Attachment 1 - Specifications

Section 1 - Introduction

- 1.1 Contractor shall provide printing and delivery of the Continuing Education catalog for the Office of Continuing Education at Kingsborough Community College ("College") of The City University of New York ("University") as set forth in greater detail below ("Goods and Services").
- 1.2 Contractor shall provide four issues of the catalog ("Magazine"). The Spring, Fall and Winter, issues shall consist of 40 pages plus cover. The Summer issue shall consist of 20 pages, plus self-cover. Contractor shall print, fold, glue-bind or saddle stitch according to specifications below.
- 1.3 Contractor shall print 148,000 copies per issue. Contractor shall deliver the four annual issues of the printed Magazine to the College and to the designated Mailing House and Newspaper Distribution Center noted below, as per delivery schedule noted.
- 1.4 Contractor shall deliver the printed magazines to College and to the designated drop-off locations within fourteen (14) business days of College's approval of blueprints and contract color proofs as part of its quote Price.
- 1.5 The College designates Ms. Kiesha Stewart and Ms. Olga Vasquez-Zaky (collectively, the "College Representative") as the liaisons between Contractor and the College for purposes of administration of the Contract.
- 1.6 Pursuant to its discretionary authority under the New York State Education Law and State Finance Law, this procurement opportunity is limited to businesses certified pursuant to Article 15-A (MWBE) and 17-B (SDVOB) of the New York State Executive Law.

Section 2 - Respondent Requirements

- 2.1 Respondent shall meet the following requirements and submit necessary information with its quote submission. Failure to comply with these requirements shall constitute grounds for rejection of your quote submission. The College reserves the right to determine that a Respondent has substantially met all the quote requirements and/or to ask Respondent for additional information.
- 2.2 If a mandatory pre-quote conference and site visit is scheduled, then it is a Respondent requirement that Respondents attend and sign the attendance sheet. Failure to comply with this requirement shall constitute grounds for rejection of a quote submission.
- 2.3 Respondent shall demonstrate financial viability by providing documents such as financial statements, balance sheets, and income and expenditure statements for the prior one (1) year. If Respondent is a subsidiary of a larger organization, only financial data

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pertinent to the subsidiary's financial position is required. Respondent shall submit such documents with its quote as Schedule 1.

- 2.4 Respondent shall submit a list of all required licenses, permits, and certifications with its quote as Schedule 2. Respondent shall submit to College copies of all required licenses and certificates within ten (10) Business Days of notice of award of Contract.
- 2.5 Respondent shall have been in the printing business for a minimum of three (3) years as of the RFQ Response Deadline. Respondent shall submit documents that provide evidence of same with its quote as Schedule 3.
- 2.6 Respondent shall have satisfactorily completed within the past two (2) years at least three (3) contracts that are of similar size, scope, complexity, and nature to those required hereunder ("Similar Services"). For each of the three (3) contracts, Respondent shall submit with its quote as Schedule 4:
1. the name of the client and a brief description of the client;
 2. a brief description of the contract, including a description of the services provided and the premises involved;
 3. the value of the contract;
 4. the dates during which the contracts were in effect; and
 5. the name of a contact person for each such contract together with his/her role with respect to the contract and his/her current title, address, and telephone number.
- 2.7 Respondent shall provide with its quote as Schedule 5 a list of all contracts for which it has supplied Similar Services during the two (2) years immediately prior to the RFQ Response Deadline.
- 2.8 Respondent shall provide with its quote as Schedule 6 a list of all contracts in the last five (5) years that Respondent has completed and that were not renewed.
- 2.9 In order to encourage greater participation and reduce the burden for those wishing to tender quotes, the following items are not being required as part of your quote; however, in order for the RFQ process to progress smoothly, Respondents are hereby notified that they may be requested to provide any or all of the following documents, and if so requested, are required to provide completed forms and documents within five (5) business days of request:
1. Respondent shall demonstrate financial viability by providing documents such as financial statements, balance sheets, and income and expenditure statements for the

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- prior one (1) year. If Respondent is a subsidiary of a larger organization, only financial data pertinent to the subsidiary's financial position is required.
2. Respondent shall provide a list of all contracts for which it has supplied Similar Services during the three years immediately prior to the RFQ Response Deadline.
 3. Respondent shall provide a completed and signed New York State Vendor Questionnaire (or a Certification of No Change)
 4. Respondent shall provide complete, sign, and submit NYS Executive Law Article 15-A Statement (EEO).
 5. Respondent shall complete, sign, and submit to New York State Tax Law § 5-a, Form ST-220-TD - Contractor Certification.
 6. Respondent shall complete, sign, and submit Tax Law § 5-a, Form ST-220-CA - Contractor Certification.
 7. Respondent shall complete, sign, and submit State Finance Law §§ 139-j and 139-k (Disclosure of Non-Responsibility Determinations and Certification of Compliance).
 8. Respondent shall complete, sign, and submit Planned Employment Forms for Consultants.
 9. Respondent shall complete, sign, and submit NYC Vendor Qualification Questionnaire (PASSPort).
 10. Respondent shall complete, sign, and submit NYC Principal Questionnaire (PASSPort).
- 2.10 Respondent shall submit a Minority- and Women-owned Business Enterprise (“MWBE”) utilization plan within ten (10) business days of notice of award of contract.

Section 3 - Terms of Contract and Renewal

- 3.1 The term ("Term") of the Contract shall be for one (1) year and commence upon written notification from College to Contractor.
- 3.2 College shall have the right in its best interest to renew Contract for one (1) additional year period ("Renewal Term") under the same Terms and Conditions.
- 3.3 College shall have the right, in its best interest, to terminate the Contract without cause with written notice at least ten (10) business days prior to the effective date of such termination. Within five (5) business days of receiving such notice to terminate, Contractor shall acknowledge and sign such termination notice and return same to College.

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Section 4 - Contractor Requirements

- 4.1 Contractor shall designate a competent employee to be responsible for the Work, to coordinate all of the services to be rendered, and to represent Contractor with authority to act for Contractor (“Contractor’s Representative”); Contractor’s Representative shall respond to College and act as the liaison between the College and Contractor for purposes of administration of the Contract and shall have full decision-making authority on behalf of Contractor and the authority to obligate Contractor. Contractor’s Representative shall be subject to the approval of the College and shall not be changed during the term of the Contract without prior written permission of the College.
- 4.2 Contractor shall identify its Contractor Representative and provide Contractor Representative’s name and contact telephone number(s) within three (3) days of notice to proceed. Contractor's Representative shall be available for telephone consultation with College during normal business hours. Contractor shall also provide a telephone number where Contractor's Representative can be reached in the event of an emergency.
- 4.3 Contract Representative shall respond within twenty-four (24) hours upon receipt of telephone call, e-mail, or any other form of communication.
- 4.4 During any absence of Contractor’s Representative, Contractor shall designate an alternate Contractor Representative under the same terms and conditions.
- 4.5 Contractor shall ensure that the College shall have access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this section shall be deemed to preclude the College or University from discussing any matters relating to Contract with any other member of Contractor’s organization.
- 4.6 All presswork shall be performed on the Contractor's premises and with Contractor's own equipment. College reserves the right to send a College representative to press when the job is being printed.
- 4.7 Subcontracting shall be permitted only upon prior written authorization by College.
 - 4.7.1 College reserves the right to approve both the work to be subcontracted and the particular subcontractor.
 - 4.7.2 Contractor's contracts with subcontractor(s) shall incorporate this Contract by reference.
- 4.8 Contractor’s use of subcontractors shall not diminish Contractor’s obligations to provide the Goods and Services in accordance with the Contract. Contractor shall control and coordinate the Goods and Services of its subcontractors. Contractor shall inform its subcontractors and suppliers of all the terms, conditions, and requirements of the Contract. There shall be no relationship between the University and any of Contractor’s subcontractors.

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- 4.9 Contractor shall only assign competent personnel who are qualified to complete the Goods and Services. If Contract Representative is notified in writing that, in the reasonable opinion of the College, any worker, employee, or agent of Contractor or its subcontractors is incompetent or otherwise unacceptable, then Contractor shall promptly replace such employee, agent, or subcontractor and shall not assign such person or entity to this Contract again.
- 4.10 Contractor shall maintain all records and reports required by Contract, by Law, by best practices, and by industry standards. Immediately upon request from College, Contractor shall provide access to all such records and reports for College review.
- 4.11 Contractor shall provide a Material Safety Data Sheet (MSDS) report to College for all chemicals used to complete these Goods and Services.
- 4.12 Contractor acknowledges and agrees that no change in or modification to or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by an authorized representative of the party to be charged therewith.
- 4.13 The language of the Contract is directed at Contractor unless specifically stated otherwise. The Contract language and attachments are complementary, and what is called for by one shall be as binding as if called for by all. In the event of conflicting provisions within or among the drawings, manufacturer's instructions, and the specifications, Contractor is obligated to seek clarification from the College; in general, however, Contractor is obligated to the most expensive option, and the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; and the more expensive item will take precedence over the less expensive item.
- 4.14 Contractor shall comply with all laws, regulations, rules, orders, requirements, and the like of federal state, and local governments, courts, governmental authorities, legislative bodies, boards, agencies, commissions, and the like ("Law(s)") with respect to this Contract. If there is a conflict between or among any laws and specific requirements of this contract, then Contractor shall comply with the most stringent Law in each instance. By noting any specific Laws with particularity in this Contract or in any other prior or future communication, Contractor is not relieved of any obligation to comply with all Laws, and the University does not waive any rights it may have with respect to such compliance.

Section 5 – Scope of Work

- 5.1 Contractor shall print, and deliver four (4) issues of the Magazine in lots of one hundred and forty-eight thousand (148,000) in quantities each of fifty thousand (50,000) to Newspaper Distribution Center, eighty-eight thousand (88,000) to Mailing House and ten thousand (10,000) to College, for the sum of the price offered in the Quote Price Breakdown Pages for:
- 1 "Printing Set Up Fee," and
 - 2 The price per additional one thousand (1,000) copies, as specified.

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The Quote Price Breakdown Page also requests pricing for printing the Magazine if it includes fewer or more pages (note that the actual quantity ordered, regardless of the number of pages of the Magazine, is expected to be one hundred and forty-eight thousand (148,000) copies; The quantities stated in the Price Breakdown are for purposes of evaluating quotes. College reserves the right to change the Magazine's number of pages.

5.2 Quantity: One hundred and forty-eight thousand (148,000) copies, includes student and Direct Mail copies.

5.2.1 Number of Pages:

- a. Spring, Fall and Winter Issues: 44 pages plus cover
- b. Summer Issue: 20 pages, self-cover

5.2.2 Page Size (after trim):

- a. Body: 8.25" x 10.75"
- b. Cover: 8.25" x 10.75"

5.2.3 Printing Method: All copies printed by web offset

5.2.4 Halftones: College will supply to Contractor on disc or CD as linked art or in pdf format, or uploaded to Contractor's File Transfer Protocol (FTP) site.

5.2.5 Ink: must be vegetable/soy based

Spring, Fall and Winter Issues:
Cover: 4/color process 2/sides
Text: 4/color process throughout

5.2.6 Ink: must be vegetable/soy based

Summer Issue:
Cover: 4/2 Four-color process over 2/colors (Black and PMS)
Text: 2/ colors (Black and PMS) throughout

Photographs: Photographs will be submitted digitally in position. Contractor shall review photos for color balance in coordination with and compatibility with Contractor's color output system optimizing outcomes where necessary and applicable.

5.2.7 Text Stock: Spring, Fall and Winter Issues: Student and Direct Mailing: One hundred and forty eight thousand (148,000) copies – 35# premium 80 throughout 44 pages, plus cover or approved equivalent.

NOTE: Contractor may propose alternate stocks if they include, with their quote, samples of the proposed alternate stocks and samples of such stock as printed by

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their plant, clearly identified. College reserves the right to decide whether a proposed alternate stock qualifies as an “approved equal.”

5.2.8 Preparation:

- a. Text: Bleeds 4 sides
- b. Screens: N/A
- c. Cover: Bleeds: 4 sides
- d. Screens: N/A

5.2.9 Binding: Saddle-stitched or glue bound.

Contractor shall produce blueprints and contract color proofs and deliver and pick up same until Contractor receives College’s approval as part of its quote price.

5.2.10 Files: College shall provide “camera-ready” files to Contractor in InDesign Version CS6 for MacIntosh compatibility; art supplied on disc or uploaded to FTP site, depending on Contractor’s preference.

5.2.11 Blueprints and contract color proofs: Contractor shall submit two (2) sets of blueprints and one (1) set of contract color proofs.

Proofs: First Set

Contractor shall deliver one (1) blueprint and one (1) contract color proof of Magazine no later than two (2) days after receipt of files or FTP upload of Magazine from the College.

Proofs: Second Set

Contractor shall deliver one (1) revised blueprint and one (1) contract color proof of Magazine no later than two (2) days after revised material is submitted to Contractor.

Contractor shall include the cost of blueprints, contract color proofs, the cost of production and delivery of the blueprints and contract color proofs in its Quote Price.

5.2.12 Contractor's Name: Neither the name nor the address of Contractor shall appear on the Work.

5.2.13 Messenger Service: Contractor shall include its costs for messenger and/or express/overnight pickup and delivery of files, blueprints and contract color proofs to the College in its Quote Price.

5.2.14 Negatives: Not applicable.

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5.2.15 Press Check: Contractor shall provide the price for one press check, to be conducted by a College representative to be selected by the College, including transportation to and from the press site if the press site is outside the New York City's five boroughs and also including lodging for one night if the press site is more than one hundred (100) miles from the College. Contractor shall credit the amount in the Quote Price Breakdown Pages (Section A, item 6) for the press check to the College if College elects to not send a representative for the press check.

5.3 Alterations:

5.3.1 Additional service charges as set forth in the Quote Price Breakdown Page (Section C) shall be allowed only for author's alterations which require remaking pages in the blueprint stage. Color corrections marked on contract color proofs shall not be chargeable to the College. If corrections require a second contract color proof to be supplied to the College for checking of corrections, the cost of the contract color proof will be assumed by Contractor. No additional contract color proofs are to be provided unless specifically requested by the College.

5.3.2 Contractor shall itemize all charges for Author's Alterations and include originals and all proofs, if applicable, with the relevant invoice.

5.4 Delivery:

1. The Quote Price offered shall include F.O.B. inside delivery. Contractor shall securely pack all printed materials in cartons not to exceed 50 pounds and deliver the cartons on four-way pallets. Each carton shall be clearly labeled indicating item, issue date, quantity, and Purchase Order number.

2. Delivery Date: Contractor shall deliver the printed Magazine to the campus, Mailing House and Newspaper Distribution Center for all issues, no later than fourteen (14) days after approval of final proofs.

3. Delivery addresses:

Contractor shall deliver the printed Magazine to three (3) locations:

A partial shipment of fifty thousand (50,000) of the printed Magazine shall be delivered between the hours of 9:00am to 3:00pm to:

G.M.A.R & D, 966 Postal Road, Allentown, PA 18103

A partial shipment of eighty-eight thousand (88,000) of the printed Magazine shall be delivered between the hours of 9:00am to 3:00pm to:

United Statewide Pre-Sort Services for Mail, Inc., 754 4th Avenue,
Brooklyn, NY 11232

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The remaining shipment of ten thousand (10,000) copies of the printed Magazine shall be delivered between the hours of 9:00am to 3:00pm to:

Kingsborough Community College, Central Receiving, 2001 Oriental Boulevard, Brooklyn, NY 11235

- 5.5 Return of College Materials: Contractor shall return all College-provided materials to College at the time of delivery of Work. College reserves the right to charge/offset the cost of any loss and/or replacement of such materials from payment due to Contractor.
- 5.6 This is a Requirements Contract, and the estimate of quantities of the Goods or Services required is approximate and shall in no respect be deemed a guarantee.
1. The quantities actually required to complete the Contract may be less or more than estimated, and, if less, then no action for damages or lost profits shall accrue to Contractor.
 2. If the quantity(ies) varies from original estimated number or amount, then the Contract Price shall be adjusted accordingly.

Section 6 – Statutory Requirements

Pursuant to New York State Printing and Public Documents Law:

- 6.1 Extra charges shall only be allowed for extra paper or for work beyond that required by the terms of this Contract. The furnishing of such extra paper and/or work must be approved by College and the Office of the Comptroller. The charges allowed shall not exceed the current market rates;
- 6.2 In all work requiring engraving and in all cases where illustrations are used, the dies, plates and engravings shall forthwith become the property of College, and thereafter, no charge shall be made for their subsequent use, except that College may make suitable allowance for the handling of the plates; and
- 6.3 In all work manufactured by the process of lithography or photo composition, the artwork, camera-ready mechanicals, and negatives shall forthwith become the property of College.

Section 7 - Acceptance

- 7.1 Upon delivery of any independently identifiable portion of Goods and Services, Contractor shall contact the College and request confirmation of receipt of and satisfaction with such Goods and Services ("Acceptance"). If Contractor is advised that any Goods were not provided or that any Services were unsatisfactory, then Contractor shall provide such Goods and complete or re-perform such Services until College is satisfied.

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Section 8 – Quality and Guarantee

- 8.1 Quality of the printed materials is of the essence of this Contract. All Work shall be subject to the satisfaction of College and the Office of the Comptroller. Nothing in these RFQ Documents shall be deemed to prevent College from rejecting printed materials on any other grounds which render such materials unsuitable on the basis of quality. The following list provides examples of inferior quality:
1. missing pages
 2. uneven page or column alignment
 3. faulty ink coverage
 4. substitution of stock without prior written authorization
 5. uneven trimming
 6. faulty binding or spine alignment
 7. improperly-screened halftones
 8. cover not representative of the original artwork
 9. materials not in register, clear and sharp
 10. poor color resolution
 11. lack of registration, lack of trapping
- 8.2 College may reject printed materials it deems of inferior quality. In such case, College shall specify the defects in writing and offer Contractor a reasonable opportunity to correct the error/misprint. By offering such opportunity, the University does not waive its right to liquidated damages.
- 8.3 If College's needs make it necessary to place printed materials of inferior quality into immediate circulation, payment due to Contractor will be subject to adjustment at the discretion of College and/or the Office of the Comptroller.

Section 9 – Termination

- 9.1 The University may terminate the Contract for cause at any time if:
- 9.1.1 Contractor does not provide any of the information or documents as required under the terms of this Contract; or
 - 9.1.2 Contractor misstates, conceals, or fails to disclose any material information in this Contract, or in any written statement or oral examination or hearing, in connection with this Contract; or
 - 9.1.3 Contractor fails to advise University within five (5) Business Days if there is any change in the facts or information provided by College after the date College signs this Contract; or
 - 9.1.4 the University determines in accordance with Law(s) or University regulations that Contractor is "not responsible" as defined by New York State laws; or

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- 9.1.5 The University finds that the certification filed by Contractor in accordance with New York State Finance Law §139k was intentionally false or intentionally incomplete.
- 9.2 University shall have the right in its best interest to terminate the Contract without cause at any time upon ten (10) days' written notice.

Section 10 – Liquidated Damages

- 10.1 College reserves the right to assess Contractor liquidated damages in the amount contained in the Specifications for Contractor's failure to complete timely performance, and Contractor shall pay such amounts as billed.
- 10.2 In the event that Contractor fails to deliver printed materials in accordance with these Specifications, College reserves the right to assess liquidated damages in the amount of three hundred dollars (\$300) per day from date due until date of acceptance by College.
- 10.3 College's failure to exercise any part of this Section 10 at any time shall not be deemed a waiver of that part or any other.

Section 11 – Payment

- 11.1 Contractor shall submit invoices to College's Accounts Payable Department at a time interval and in a format approved by the College. All packages, invoice and correspondence delivered to the College must include the college issued purchase order number.
- 11.2 Contractor shall provide sufficient and appropriate documentation with invoices. College reserves the right to request additional information at any time.
- 11.3 Contractor shall not submit invoices to College to be paid for any Goods or Services until it has received Acceptance from College.
- 11.4 College will pay Contractor the Contract Price in accordance with amounts and rates set forth in the Quote Breakdown Pages.
- 11.5 Contractor agrees to accept payments under this Contract from the College by electronic funds transfer. Contractor shall register and complete necessary forms so that it can receive electronic payments from the State and/or the City, as applicable. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by Contractor shall constitute full satisfaction by the College for the amount of the payment under the Contract.

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Section 12 - Liabilities

- 12.1 Any claim made by Contractor arising out of any act or omission by any officer, agent, or employee of the University or the College in the execution or performance of this Contract shall be made against the University and not against the officer, agent, or employee.
- 12.2 Contractor shall require each subcontract professional or sub-consultant to agree in its contract not to make any claim against the University, or their respective officers, agents or employees, by reason of such contract, or any acts or omissions of the University, Contractor or their respective officers, agents, or employees.
- 12.3 Nothing in this Contract shall be construed to give any person, including any subcontractors or suppliers, other than the University and Contractor any legal or equitable right, remedy or claim under this contract; but it shall be held to be for the sole and exclusive benefit of the University and Contractor.

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CONTRACT-SPECIFIC INFORMATION FROM CONTRACTOR

Section I - Schedules

Schedule 1

Instruction to Respondent: Insert immediately after this page documents that demonstrate financial viability as required under Attachment 1 - Specifications, Section 2 - Respondent Requirements, subsection 2.3.

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Contract Specific Information from Contractor
Section I - Schedules

Schedule 2

Instruction to Respondent: Insert immediately after this page a list of all licenses, permits, and certifications that are required pursuant to this Contract as required under Attachment 1 – Specifications, Section 2 – Respondent Requirements, subsection 2.4.

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Contract Specific Information from Contractor
Section I - Schedules

Schedule 3

Instruction to Respondent: Insert immediately after this page documents that provide evidence that it, as currently constituted, has been in the business set forth in Attachment 1 - Specifications, Section 2 - Respondent Requirements, subsection 2.5 for the period set forth therein.

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Contract Specific Information from Contractor
Section I - Schedules

Schedule 4

Instruction to Respondent: Insert immediately after this page the required information for a list of all contracts for which it has supplied Similar Services during the two (2) years immediately prior to the RFQ Response Deadline as set forth in Attachment 1-Specifications, Section 2 - Respondent Requirements, subsection 2.6.

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Contract Specific Information from Contractor
Section I - Schedules

Schedule 5

Instruction to Respondent: Insert immediately after this page the required information for a list of all contracts for which it has supplied Similar Services during the two (2) years immediately prior to the RFQ Response Deadline as set forth in Attachment 1-Specifications, Section 2 - Respondent Requirements, subsection 2.7.

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Contract Specific Information from Contractor
Section I - Schedules

Schedule 6

Instruction to Respondent: Insert immediately after this page the required information regarding a list of all contracts in the last five (5) years that Respondent has completed and that were not renewed each of the three contracts as set forth in Attachment 1-Specifications, Section 2 - Respondent Requirements, subsection 2.8.

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Attachment 2
Quote Price Breakdown Schedule

The prices set forth below represent pricing offered by vendor to provide the services specifically named in Attachment 1-Specifications.

Respondent hereby offers the goods and services specified in Attachment 1-Specifications in accordance with the Contract for the Quote Price and Quote Price Breakdown Prices as set forth below.

Respondents are reminded that this is a Requirements Contract, so the projected prices are estimates to be used for College analysis and evaluation only; the quantities actually required to complete the Contract may be less or more than estimated. Respondents are reminded, too, that College reserves the right to exercise any, all, some, or none of the Magazine requirements in College's interest.

Instructions to Respondents:

- Provide Unit Prices and Extended Prices for each and every item.
- This is a requirements contract and College reserves the right to modify quantity requirements; estimated quantities set forth below are for evaluation purposes of this RFQ only. The Quote Price is **not** the final contract price. College may order any quantity of each of the items set forth below. Responding vendors agree to the listed Unit Price regardless of quantity changes.
- Check one (1) of the next two boxes, and complete as appropriate:
 - I submit the prices on these Quote Breakdown Pages for the stock as specified.
 - I submit the prices on these Quote Breakdown Pages for the following proposed substitute stocks (samples included with the quote):

Cover stock _____ Text stock _____

NOTE TO RESPONDENTS: Please complete two (2) separate Quote Price Breakdown Schedules if submitting prices for both: 1) stock as specified and 2) proposed substitute stocks.

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A. Spring, Fall and Winter Issues

<i>Item</i>	<i>Unit</i>	<i>Unit Price- Student Version</i>		<i>Quantity</i>		<i>Extended Price (Unit Price x Quantity)</i>
1. Printing Set Up Fee	1	\$	x	1	=	1.\$
2. Print Magazine (44pps)+cover	1,000	\$	x	148	=	2.\$
3. Print Magazine (40pps)+cover	1,000	\$	x	148	=	3.\$
4. Press check	1	\$	x	1	=	4.\$
5. Messenger/pickup and delivery service for blueprints and match prints	1	\$	x	1	=	5.\$
6. Mailing Service (not including postage)	1,000	\$	x	88	=	6.\$
7. Delivery to Post Office	1	\$	x	1	=	7.\$
8. Delivery to College	1	\$	x	1	=	8.\$
Spring, Fall and Winter Issue Subtotal						\$
(sum of 1, 2, 3, 4, 5, 6, 7 and 8 =)						

B. Summer Issue

<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>		<i>Quantity</i>		<i>Extended Price (Unit Price x Quantity)</i>
9. Printing Set Up Fee	1	\$	x	1	=	9.\$
10. Print Magazine (20pps)+cover	1,000	\$	x	148	=	10.\$
11. Print Magazine (16pps)+cover	1,000	\$	x	148	=	11.\$
12. Press check	1	\$	x	1	=	12.\$
13. Messenger/pickup and delivery service for blueprints and match prints	1	\$	x	1	=	13.\$
14. Mailing Service (not including postage)	1,000	\$	x	88	=	14.\$
15. Delivery to Post Office	1	\$	x	1	=	15.\$
16. Delivery to College	1	\$	x	1	=	16.\$
Summer Issue Subtotal						\$
(sum of 9, 10, 11, 12, 13, 14, 15 and 16 =)						

C. Additional Services

<i>Item</i>	<i>Unit</i>	<i>Unit Price</i>		<i>Quantity</i>		<i>Extended Price</i>
17. Correction/AA per page	1		x	1	=	17.\$
18. Revise color proof per page	1		x	1	=	18.\$
19. Revise blueprint (entire Magazine)	1		x	1	=	19.\$
20. Set up fee for reprinting (44pps)+cover	1		x	1	=	20.\$
21. Set up fee for reprinting (40pps)+cover	1		x	1	=	21.\$

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22. Set up fee for reprinting (20pps)+cover	1		x	1	=	22.\$
23. Set up fee for reprinting (16pps)+cover						23.\$
24. Reprints (44pps)+cover	1,000		x	1	=	24.\$
25. Reprints (40pps)+cover	1,000		x	1	=	25.\$
26. Reprints (20pps)+cover	1,000		x	1	=	26.\$
27. Reprints (16pps)+cover	1,000		x	1	=	27.\$
Additional Services Subtotal						\$
(sum of 17, 18, 19, 20, 21, 22, 23,24, 25, 26, and 27)						

<p>Quote Price (sum of A+B): \$ _____**</p> <p>Quote Price in words: _____ dollars</p>
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**NOTE TO RESPONDENTS: Copy the Quote Price amount where indicated on page 1 of the Request for Quotes (“RFQ”) Form. Award will be made, if at all, based on this amount.

Respondent: _____
print or type company/partnership/entity name

By: _____
signature of authorized representative

Name: _____
print or type name of authorized representative

Title: _____
print or type title of authorized representative

Date: _____