

## **Notice to Bidders**

### **Fashion Institute of Technology**

#### **Specifications For Printing Hue Magazine Invitation for Bid Number C1637**

Bids which must include the entire package for the above work located on the Fashion Institute of Technology campus will be received by:

**FIT Purchasing Department office located at 333 Seventh Ave, 16<sup>th</sup> Floor, New York, NY 10001-5992 (Tel: 212-217-3630).**

Each proposal must be sent in digital and hard copy and identified, on the outside of the envelope, with the name and address of the Firm and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

**“Proposal For  
Printing of Hue Magazine  
To Be Opened Only by Authorized Official” and  
“Attention: Ms. Candida Poinsette,  
Purchasing Office”**

Fashion Institute of Technology will not be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will be returned unopened.

**Only those proposals received at FIT Purchasing Office, on or before May 30, 2024 @ 12:00 PM will be considered.**

**EXHIBIT A**  
**Bid Checklist**  
**Fashion Institute of Technology**  
**Printing Hue Magazine**  
**Invitation for Bid Number C1637**

- Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business, permits, licenses, certifications, etc.)

---

---

---

- Did you complete in full the Bid Analysis Form?

- Did you sign for each Addendum to this project, if any were published? (It is the contractor’s responsibility to check FIT’s “Current Bid Opportunities” webpage for addendums prior to submitting their bid.)  
<http://www.fitnyc.edu/purchasing/current-bids.php>

- Did you complete the Contractor Reference Sheet? (See Attachment B)

- Did you include documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years?

**Exhibit B**  
**Contractor Reference Sheet**  
**Fashion Institute of Technology**  
**Printing Hue Magazine**  
**Invitation for Bid Number C1637**

FIT requests a minimum of three references for **completed** projects of similar size and scope. Please complete the following information for each reference: (Do not list FIT as your projects of similar size and scope.)

- 1) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_ Cooperation: \_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent\_\_\_ Satisfactory\_\_\_ Marginal\_\_\_ Unsatisfactory\_\_\_
  - 2) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_ Cooperation: \_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent\_\_\_ Satisfactory\_\_\_ Marginal\_\_\_ Unsatisfactory\_\_\_
  - 3) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_ Cooperation: \_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent\_\_\_ Satisfactory\_\_\_ Marginal\_\_\_ Unsatisfactory\_\_\_
- FIT**  
Interviewer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Bidding Specifications For  
Fashion Institute of Technology  
Printing Hue Magazine  
Invitation for Bid Number C1637**

**I. Introduction**

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. The campus also includes the Gladys Marcus Library and The Museum at FIT. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, "FIT" or the "College"). The successful responsive and responsible bidder (hereinafter "Contractor") shall be required to enter into a contract with FIT based on the terms and conditions specified herein.

Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal or for any work performed prior to the College's written authorization to proceed on Contract.

**II. Summary of Scope of Work**

- A. Contractor shall provide the printing, binding, mailing and delivery ("Work") of "HUE Magazine" ("Magazine") at Fashion Institute of Technology ("FIT") as set forth in greater detail below ("Goods and Services").
- B. "Magazine" is the alumni magazine of FIT. For the administration of this contract, the Magazine shall be printed three times a year.
- C. FIT will designate a Publications and Advertising manager upon award of contract. ("Office of Communications") as the liaison between Contractor and FIT for purposes of administration of the Contract.

**III. Bidder Requirements**

Bidder shall meet the following requirements with no substitutions. Failure to comply with this requirement shall be grounds for rejection of your Bid. FIT reserves the right to reject bids which do not meet the specifications. FIT reserves the right to determine whether a Bidder has substantially met all the Bid requirements and to ask for additional information prior to making such a determination.

- A. Bidder shall demonstrate financial viability by providing documents such as financial

statements, balance sheets and income and expenditure statements for the prior one (1) year. Bidder shall submit such documents with its bid submission.

- B. Bidder shall have been in the printing business for a minimum of two (2) years as of the Bid Due Date. Bidder shall submit documents that provide evidence of same with its bid submission.
- D. Bidder shall have 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 contracts for Similar Services, Bidder shall submit with its bid submission:
  - 1. The name of the client, the client’s address, and contact;
  - 2. a brief description of the contract, including a description of the services provided;
  - 3. dates during which the contracts were in effect; and
  - 4. 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.
- F. Bidder shall provide, *as part of its bid submission*, a **minimum of three (3) samples** of work of same or similar scope. This should include a multipage publication on uncoated oversized stock with full-page, full-bleed, full-color, high-quality photographs and illustrations with full saturation similar to that requested in these specifications. FIT reserves the right to reject a bid submission on the quality of samples submitted.
- G. Bidder shall submit, as part of its bid submission, a formal quote from the paper mill or merchant supplying the specified paper stock(s).
- H. Bidders submitting prices for cover stock and/or text stock other than as specified below (see Section 9) shall indicate such substitution on the Proposal Analysis Sheet (Attachment B) and include in its bid submission a sample of each substituted stock. Bidder shall clearly label each sample.
- I. Bidder must be an FSC-certified printer. Please also indicate with your bid whether you are an EPA Green Power Partner.

#### IV. **Pre-Bid Questions**

Bidder shall examine the Bid documents carefully. Before bidding, Bidder shall make any requests for interpretation of Bid documents or clarification of any ambiguity therein that should have been detected by a reasonably prudent Bidder. *Questions shall be submitted in writing to the attention of Purchasing Department via email: [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) no later than **May 13, 2024 on or before 3:00 P.M.** Answers shall be provided in writing in a timely manner. Reference Bid number C1637.*

#### V. **Bid Preparation & Designation**

- A. Bids shall be enclosed in a sealed envelope, addressed to FIT and clearly marked with the name and address of the Bidder, the bid title, bid number, due date

and time. If the bidder chooses to submit a bid through courier service or otherwise place the Bid inside another delivery jacket, the external envelope must be clearly marked as follows:

**Bid Enclosed  
To Be Opened Only by Authorized Official  
Attn: Ms. Candida Poinsette, Purchasing Office  
Fashion Institute of Technology  
Printing of Hue Magazine  
Bid C1637- May 30, 2024, On or Before 12:00 PM**

- B. Bids received late will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail. The bidder further assumes the responsibility for having his bid deposited with an authorized member of the Purchasing Office on time, whether sent by mail courier or personal delivery. No electronic, oral, facsimile transmittal, or telephonic bids or modifications shall be considered.
- C. Bids must be submitted on the forms supplied by FIT in the bidder's full legal name or the bidder's full legal name plus a registered assumed name. Do not modify the bid forms supplied by FIT. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. Vendor exclusions shall be grounds for bid rejection.
- D. Bids that are illegible or that contain omissions, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- E. FIT may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents. FIT will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids in the hands of staff of FIT's Purchasing Office on or before *May 30, 2024, on or before 12:00 PM* will be considered.
- F. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- G. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

## **VI. Award of Contract**

- A. The award of the Contract shall be made to the Bidder submitting the lowest responsible bid if in the opinion of FIT, the bid is responsive to the bid solicitation, and such Bidder is responsible and qualified to perform the Work involved.
- B. FIT reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received.
- C. During the term of the Contract, the Contractor shall promptly notify FIT of any change in the ownership of the Contractor. Failure to notify FIT may result in termination of the Contract.

- D. FIT reserves the right, exercisable in its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.
- E. Prior to the opening of the bids, Bidder shall promptly notify FIT of Change in ownership of the Bidder. Failure to notify with this bid shall be grounds for rejection of the Bid.

## **VII. Terms of Contract and Renewal**

- A. The initial term (“Initial Term”) of the Contract shall be one (1) year and commence upon issuance of an official Purchase Order by FIT.
- B. FIT shall have the option to renew Contract in its best interest for one (1) additional one (1) Year period (“Renewal Term”). If FIT elects to renew Contract, FIT will provide notice to Contractor ninety (90) days prior to the expiration date of Contract or such renewal year. Failure to notify Contractor within this time period shall not operate as a waiver of FIT’s right to renew Contract. Each renewal shall be on the same terms and conditions as the prior term.
- C. At the end of the Initial Term or Renewal Term, Contractor shall, at FIT’s written request for an additional partial term, provide services as specified in Contract for a period not to exceed three (3) months under the same terms and conditions as the prior term.

## **VIII. Contractor Requirements**

- A. Contractor shall designate a managerial level employee (“Contractor’s Representative”) as the representative who shall respond to FIT and act as the liaison between FIT and Contractor for purposes of administration of the Contract.
- B. Contractor shall identify its Contractor’s Representative and provide the name of Contractor Manager to FIT within three (3) days of FIT’s notice to Contractor to commence performance. Contractor Manager shall be available for telephone consultation with FIT during normal business hours. Contractor shall also provide a telephone number where Contractor’s Representative can be reached in the event of an emergency.
- C. Contractor’s Representative shall respond to FIT’s calls within twenty-four hours of FIT’s calls unless an emergency as designated by FIT, in which case Contractor’s Representative will respond within three (3) hours.
- D. Contractor’s Representative shall be subject to FIT’s approval.
- E. Contractor’s Representative shall have full decision-making authority on behalf of Contractor and the authority to obligate Contractor.
- F. During any absence of Contractor’s Representative, Contractor shall designate an alternate Contractor’s Representative, under the same terms and conditions.
- G. Contractor shall ensure that FIT 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 FIT from discussing any matters relating to Contract with any other

member of Contractor's organization.

H. Subcontracting:

There is no subcontracting permitted. All work shall be performed on Contractor's premises and with Contractor's own equipment.

I. Contractor shall comply with all laws, regulations, rules, orders, requirements, and the like of federal state, and local governments, courts, governmental authorities, legislative bodies, board, 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 FIT does not waive any right it may have with respect to such compliance.

J. Contractor shall maintain all records and reports required by Contract, by Law, by best practices, and by industry standards. Immediately upon request from FIT. Contractor shall provide access to all such records and reports for FIT's review.

**IX. Scope of Work**

A. Contractor shall provide three (3) issues of "HUE," our alumni periodical.

1. Quantity: Bid on 15,000 *printing per issue* and additional 1M up to 25,000 and 12,000 mailing per issue; and an additional 1M up to 20,000
  - a. Overruns on quantities shall not exceed plus or minus three percent (3%).
  - b. FIT reserves the right to accept overruns exceeding the above maxima at a negotiated price.
  - c. FIT reserves the right to change the number of issues and quantity of magazines to be printed from zero to 15,000 based on circumstances.

Item: Hue magazine-3 issues, Fall 2024, Spring 2025, and Summer 2025

Size: 19" x 12" flat, folding to 9.5" x 12", 36 pages, including cover.  
Also, please submit a quote for 18" x 9" flat, folding to 6" x 9", 48 pages, including cover.

Paper Stock: Lynx Opaque, Accent Opaque, or similar

Presswork/Ink: 4 color + overall dull aqueous coating printed two sides with heavy coverage and bleeds; high image quality with 4-color highly saturated images throughout.

Artwork: Mechanical supplied on disk with high-resolution images placed and sized.

Proofing: Digital blue line and composed Epson color approval proofs. Follow-up proofs as PDF for approval.



- Finishing: Score, fold and gather signatures and wire stitch.
- Schedule: To be printed, mailed, and delivered within 15 working days of receipt.
- Mailing: Merge/purge data from 3-4 supplied databases and inkjet name + address 12,000 copies and sort and prepare for non-profit mailing to be dropped at New York City GPO. Indicia supplied.
- Delivery: Remainder bulk-packed in cartons and delivered to FIT, 227 West 27<sup>th</sup> Street, New York City.  
Box of samples in advance of mailing to: FIT, Attn: Communications and External Relations, Room B905

**Please note:** You must be an FSC-certified printer. Please also indicate with your bid whether you are an EPA Green Power Partner.

11. Contractor shall deliver a color proof to FIT within three (3) business days after receipt of digital file.
  12. Contractor's Name: Neither the name or the address of Contractor shall appear on the Work.
  13. Messenger Service: Contractor shall include costs for messenger service for pick-up and delivery of mechanicals, blueprints, and proofs in its Bid Price.
- B. Alterations:
1. Additional charges shall be allowed only for author's alterations that require remaking pages in the page proof stage.
  2. Contractor shall provide itemization for all charges for author's alterations and include originals and all proofs, if applicable, with relevant invoice.
- C. Delivery:
1. The Bid price shall include cost of list preparation mailing preparation, delivery to New York City GPO and delivery of remainder to FIT loading dock, 227 W 27<sup>th</sup> St. NYC. All printed materials shall be securely packed in cartons not to exceed forty (40) pounds and delivered on wood skids. Each carton shall be clearly labeled indicating item and quantity.
  2. Delivery Date: Contractor shall deliver all printed materials within 10 business days of FIT's approval of blueprints. Before delivery, Contractor shall call FIT to verify the time, place and manner of delivery. Time is of the essence for this Contract. FIT reserves the right to assess liquidated damages for breach of this provision.
- D. Return of FIT Materials: Contractor shall return all FIT-provided materials, including final digital design files, to FIT at the time of delivery of Work. FIT reserves the right to charge/offset the cost of any loss and/or replacement of such materials from payment due Contractor.

- E. Reprinting: Upon request, contractor shall make reprints in a quantity not to exceed 10,000 copies for a period of six (6) months from delivery date at the price quoted per thousand in the Proposal Analysis Sheet.

**X. Statutory Requirements**

Pursuant to New York State Printing and Public Documents Law:

- A. 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 FIT. The charges allowed shall not exceed the current market rates;
- B. Composition shall not be charged a second time for reprints when camera-ready copy is provided by FIT;
- C. In all work requiring engraving and, in all cases, where illustrations are used, the dies, plates and engravings shall forthwith become the property of FIT, and thereafter, no charge shall be made for their subsequent use, except that FIT may make suitable allowance for the handling of the plates; and
- D. 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 FIT.

**XI. Acceptance**

Upon delivery of any independently identifiable portion of Goods and Services, Contractor shall contact FIT 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 FIT is satisfied.

**XII. Quality and Guarantee**

- A. Quality of the printed materials is of the essence of this Contract. All Work shall be subject to the satisfaction of FIT. Nothing in these bid documents shall be deemed to prevent FIT 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. Cover not representative of the original artwork
8. Materials not in register, clear and sharp
9. Poor color resolution
10. Lack of registration, lack of trapping

**XIII. Termination**

- A. FIT may terminate the Contract for cause at any time if:
1. Contractor does not provide any of the information or documents as required under the terms of this Contract; or
  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
  3. Contractor fails to advise FIT within five (5) Business Days if there is any change in the facts or information provided by Contractor after the date Contractor signs this Contract; or
  4. FIT determines in accordance with Law(s) or FIT regulations that the Contractor is “not responsible” as defined by New York State Laws; or

Upon such finding, the University may exercise its termination right by providing written notification to contractor in accordance with the written notification terms of the Contract.

**XIV. Liquidated Damages**

- A. FIT will assess liquidated damages.
- B. In the event that Contractor fails to deliver printed materials in accordance with these Specifications, FIT reserves the right to assess liquidated damages in the amount of one hundred dollars (\$100) per day from date due until date of acceptance by FIT.
- C. FIT’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.

**XV. Payment**

- A. Contractor shall submit invoices to FIT’s Accounts Payable Department at a time interval and in a format approved by FIT.
- B. Contractor shall provide sufficient and appropriate documentation with invoices. FIT reserves the right to request additional information at any time.

- C. Contractor shall not submit invoices to FIT to be paid for any Goods or Services until it has received acceptance from FIT.
- D. FIT will pay Contractor the Contract Price in accordance with amounts and rates set forth in the Proposal Analysis Sheet.

**EXHIBIT C**

**Proposal Analysis Sheet Hue Printing**

**IFB# C1637**

**Prices below should be *PER ISSUE* for a 3-issue contract**

**Printing (inclusive of all proofs, messenger service)**

15,000 36-page self-cover (19" x 12" flat, folding to 9.5" x 12"): \_\_\_\_\_

Additional 1,000 up to 25,000: \_\_\_\_\_

Also, please submit a quote for 18" x 9" flat, folding to 6" x 9", 48 pages, including cover.

15,000 48-page self-cover (18" x 9" flat, folding to 6" x 9"): \_\_\_\_\_

Additional 1,000 up to 25,000: \_\_\_\_\_

**Mailing (including merge purge, labeling, presort, delivery to NYC GPO)**

12,000 copies: \_\_\_\_\_

Additional 1,000 up to 20,000: \_\_\_\_\_

**Packaging and delivery of un-mailed magazines to FIT:** \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Print or Type Company/Partnership/Individual Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type Name of Representative)

Title: \_\_\_\_\_  
(Print or Type Title of Representative)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

E-mail (if, any): \_\_\_\_\_

Date: \_\_\_\_\_

**IMPORTANT:**

This proposal analysis form is the only pricing format acceptable. Bidders must submit pricing using this form. FIT will not accept bid responses on any other form. Bidder inclusion of any conditions, clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.