SUFFOLK COUNTY COMMUNITY COLLEGE

Agreement

TO:        Edward F. Simon
           Account Manager
           William Charles Printing

FROM:      Charles K. Stein
           Interim Vice President Business and Financial Affairs

DATE:      November 1, 2010

RE:        Agreement for Admissions Application and Envelope
           November 1, 2010 to October 31, 2011 with two (2) one year options to renew

AMOUNT:    40,000 copies - $6,514.00
           $162.85 per thousand

OFFICE OF SPECIAL SERVICES, AMMERMAN CAMPUS, 5R40 4770

The amount specified above constitutes the full obligation of the College for contractual services. For your services, you will be compensated for printing the Admissions Application and Envelope according to the specifications listed on Attachment A.

It is understood that you are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this contract, or your right, title, or interest herein, or your power to execute this contract, to any other person or corporation.

You warrant that you are not in arrears to the College or the County of Suffolk upon debt or contract and are not a defaulter as surety, contractor or otherwise on any obligation to the College or the County of Suffolk.

It is expressly agreed that your status hereunder is that of an independent contractor. Neither you nor any person hired by you shall be considered an employee of the College or the County of Suffolk for any purpose.

Any communications, notice, claim for payment, report or other submission necessary or otherwise required to be made by you to the College, shall be deemed to have been duly made upon receipt by the College at the Business and Financial Affairs Office.

If any term or provision of this contract is held invalid or unenforceable, the remainder of the agreement shall not be affected and shall remain in full force and effect.
It is understood that this instrument represents the entire agreement; that all previous understandings are merged herein; and that no modifications shall be valid unless so amended by written agreement.

You represent and warrant that you have not offered or given any gratuity to any official, employee or agent of Suffolk County or of New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that you have read and are familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

You represent and warrant that, unless exempt, you have filed with the Comptroller of Suffolk Count the verified public disclosure statement required by Local Law No. 14 of 1976, as amended (Sec. A5-7 of the Suffolk County Code) and agree to file an updated statement with the said Comptroller on or before the 31st day of January in each year of the Agreement’s duration. You acknowledge that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the College shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

If the above terms and conditions are acceptable, please sign where indicated and return three copies as soon as possible.

Approved:  
__________________________
Charles K. Stein
Interim Vice President for Business and Financial Affairs
Date 11-9-10

APPROVED AS TO LEGALITY

__________________________
Mea Knapp
Interim General Counsel
Date 11/10/10

WILLIAM CHARLES PRINTING

__________________________
Edward F. Simon
Account Manager
Date 11/10/10
FID# 21272738

NOTE: If you are a retiree of New York State or New York City, please contact the Personnel Office at the College before signing this contract.
ATTACHMENT A

Suffolk County Community College
Admissions Application and Envelope

Application
SIZE: 11" X 34" with two (2) vertical perfs. and two (2) horizontal perfs. Folds to No. 10 envelope.

PRINTING/STOCK: Cougar Opaque 60# text, or equivalent.

COLORS: 2/2, black plus 1PMS

PHOTO: 1 B/W duotone, approximately 9¼" X 7¾", on cover. Supplied on CD in high resolution for output.

Number 10 Return Envelope
STOCK: 24# White Wove, or equivalent.

COLOR: 1/0 Black

Both Items
QUANTITY: 40,000

NOTE: NO OVERRUNS UNLESS APPROVED BY SCCC.

COMPOSITION: Written to CD or FTP.

PROOFS: Digital proofs and blue lines required.

PACKAGING: Applications folded and stuffed into No. 10 envelopes. Packaged in boxes of 500 each and clearly labeled "Admissions Application."

AUTHOR'S ALTERATIONS: Allowance for 5% author's alterations to be included in price.

DEADLINES: Digital proofs to SCCC five days after CD is delivered to vendor. Blue lines to follow upon approval by SCCC. Delivery in 10 working day from final approval.

LATE DELIVERY: TEN (10) PERCENT OF THE TOTAL COST WILL BE DEDUCTED FOR EACH WORKING DAY BEYOND THE DEADLINE DATE THAT DELIVERY IS MADE TO SCCC.

DELIVERY: Items to be delivered FREIGHT PREPAID to:
Central Receiving/Feder
Suffolk County Community College
Nicolls & So. Coleman Roads
Selden, NY 11784