

**REQUEST FOR PROPOSAL  
NOTICE TO FIRMS  
FASHION INSTITUTE OF TECHNOLOGY  
F.I.T. STUDENT HOUSING CORPORATION  
RESIDENCE HALLS LAUNDRY SERVICES  
RFP# C1527**

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by:

**FIT Purchasing Department Office located at  
333 Seventh Avenue, 15<sup>th</sup> Floor,  
New York, NY 10001  
(Tel: 212-217-3632)**

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**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 RESIDENCE HALLS LAUNDRY SERVICES TO BE OPENED ONLY BY AUTHORIZED OFFICIAL” and “ATTENTION: WALTER WINTER, PURCHASING OFFICE”**

The 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 1:00 PM on March 25, 2022 will be considered.**

## SECTION ONE - PROPOSAL TERMS AND CONDITIONS

### I. SCHEDULE

RFP Release Date	February 14, 2022
Pre-Site Inspection	February 22, 2022, 10:30 AM
Written questions may be submitted to the Purchasing Office via email to: <a href="mailto:Purchasingbids@fitnyc.edu">Purchasingbids@fitnyc.edu</a> . Answers will be provided to all firms in a timely manner.	
Last day for receipt of written questions	March 7, 2022, 3:00 PM
Proposal Due Date	March 25, 2022 on or before 1:00 PM
Presentations/Interviews	Week of April 4, 2022
Selection of Vendor	Week of April 25, 2022
Commencement of Contract	August 1, 2022

The General Terms & Conditions as contained in Section Two of this RFP together with the Proposal Terms and Conditions, and Residence Halls Laundry Services Contract attached hereto shall be incorporated into a final agreement (the "Contract") that shall be delivered by FIT to the successful Contractor to provide Residence Halls Laundry Services at the college.

### II. INTRODUCTION

- A. 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 27<sup>th</sup> Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31<sup>st</sup> 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. 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") and the F.I.T. Student Housing Corporation together, unless specifically designated otherwise. The successful consulting firm (hereinafter "Contractor" or "Professional Firm") shall be required to enter into a contract with FIT based on the Contract Documents, (including Proposal Terms and Conditions, RFP General Terms and Conditions, and Contract Terms and Conditions) attached hereto and incorporated herein;
- B. FIT extends an invitation to submit proposals for Residence Halls Laundry Services (the "Laundry Services") to include all labor, new energy efficient equipment and supervision required to provide the College with coinless Laundry Services;

- C. Qualified and experienced proposers should submit proposals for both an all-inclusive Laundry Services, whereby students may use the washer and dryers on an unlimited basis, and commissions percentage return back to the College;
- D. All-inclusive Laundry Services option must include use of a smartphone and service request application, end-user mobile monitoring, high level customer service, and attractive, comfortable, well maintained laundry room environments;
- E. Commissions percentage option shall include smartphone payment and service request application, end-user mobile monitoring, high level customer service and full disclosure of all account information and customer service plus attractive, comfortable, well-maintained laundry room environments;
- F. Laundry Services shall include client web-based monitoring including, but not limited to, full disclosure of all account information, financial reports, collections by location and service requests;
- G. Proposer shall provide technology to interface with the College's planned Campus Smart Card Program if and when implemented;
- H. FIT is particularly interested in Proposer's experience in leveraging technology, work order systems and communication services;
- I. Special attention will be paid to innovative ideas that genuinely enhance the quality of student life, in conjunction with FIT's stated goals.

### **III. PROPOSAL REQUIREMENTS**

All Proposer shall meet the following requirements and furnish all necessary information with the Proposal. Submit one (1) digital copy on a flash drive and five (5) complete hard copies of the Proposal. Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Proposers have or assert proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of Proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion, FIT reserves such right to use.

Additionally, all proposals submitted in response to this RFP will become the property of FIT and a matter of public record. You must identify, in writing, all copyrighted materials, trade secrets, or other proprietary information that it claims is exempt from disclosure. If you are claiming such an exemption, you must also state in your proposal that you agree to hold harmless, indemnify and defend FIT and its agents, officials and employees in any action or claim brought against FIT for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request thereof. If you fail to include such a statement shall be deemed to have waived its right to exemption from disclosure.

**Proposals shall be submitted on or before 1:00 PM on March 25, 2022, to:**

**Walter Winter  
Purchasing Office  
FASHION INSTITUTE OF TECHNOLOGY  
PURCHASING OFFICE  
333 SEVENTH AVENUE, 15<sup>TH</sup> FLOOR  
NEW YORK, NY 10001**

**Envelopes should clearly be marked:**

**Residence Halls Laundry Services  
Request for Proposal No. C1527  
Proposal Due Date and Time:  
March 25, 2022 on or before 1:00 PM.**

- A. A mandatory campus visit will be held on February 22, 2022 at 10:30 AM at 227 West 27 St, between 7th & 8th Aves, Feldman Lobby, New York, NY 10001. **Bidder shall attend the mandatory pre-bid meeting and site inspection. Failure to comply with this requirement shall be grounds for rejection of the Bid. All attendees must wear a mask.** Bidder is responsible for all necessary field measurements, all necessary data on the existing conditions and verification of all quantities and dimensions.
- B. Questions shall be submitted in writing to the attention of the FIT Purchasing Office via email to [Purchasingbids@fitnyc.edu](mailto:Purchasingbids@fitnyc.edu) no later than March 7, 2022, 3:00 PM, Answers will be provided in writing in a timely manner.
- C. Proposer shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.
- D. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes in your proposal.
- E. Sign your proposal. Your proposal must be completed in the legal name of your company and must be signed by an authorized person.
- F. Seal your proposal. The sealed envelope must clearly state: (i) your company's name and address, (ii) the title of this RFP, and (iii) the date and time the proposal is due.
- G. FIT reserves the right to award a contract on the basis of Proposer's submitted proposal without further discussion. Proposer's ideas or concepts included in the Proposal are solely intended for implementation into a contract.
- H. By signing and submitting your Proposal, Proposer affirms that it has read this RFP, including but not limited to the Contract, accepts its terms and is able and willing to sign the Contract if Proposer's proposal is accepted, subject only to any changes negotiated and agreed to by both

parties. The issuance of a letter of intent to award or similar document does not require or commit FIT to enter into a contract until all terms and conditions are negotiated and acceptable to FIT. In the event of any inconsistencies between the Proposal and the RFP, the language of the RFP will prevail unless there is a written agreement to accept the Proposal's terms.

#### **IV. COMPANY PROFILE**

- A. Evidence of doing business for a minimum of five (5) years and provide a narrative statement and general history of its operations during that time, including the Company's revenue levels, number of current accounts, years in business and number and make-up of staff;
- B. Company shall submit documentation of financial viability, including balance sheet and loss statement for the prior three (3) years and audited financial statement for the past two (2) fiscal years by an independent certified public accountant are preferred;
- C. Brief history of Company's experience with providing Laundry Services to colleges/universities especially on the same size and scope of FIT;
- D. List of current references which shall include the names of the college and contact person and phone number. References shall be for work of this size and scope of FIT performed within the last three years in the NY/NJ/CT metro area;
- E. List of places where your Company's services have been terminated (either by your Company or by the client) within the past three (3) years, including the name of the college or other organization's contact person and phone number;
- F. Location of Company's office(s) in the New York metropolitan area;
- G. For all-inclusive option, Performance and Payment Bonds are not required for this Contract.

#### **V. TECHNICAL PROPOSAL**

- A. Provide a Management Profile that includes the following:
  - 1. Organizational chart or short profile of your Company's management structure, from immediate site management through district, regional and corporate oversight;
  - 2. A plan for administrative management and supervision of staffing required to carry out the services under this RFP;
  - 3. Resumes of key employees who will be responsible for the management of this Contract. Employees shall have specialized experience with providing Laundry Services to colleges/universities. Resumes should include education, experience, specific professional accomplishments and any special qualifications.
- B. Supply washer and dryer specification sheet or brochures and make and model number for the equipment proposed to provide in compliance with these specifications;

- C. Proposed equipment shall be equal to or greater than Maytag, high efficiency, commercial grade front load washers and dryers.
- D. Documentation that Proposer is an authorized distributor of the equipment it proposes to provide in compliance with these specifications;
- E. Provide any pre-work requirements of the college prior to installation of equipment;
- F. Statement of the Proposer's willingness to provide additional machines at the request of the college in existing or new facilities;
- G. Overview of online monitoring system that allows end users to monitor the laundry process remotely;
- H. Provide description of Proposer's service/preventative maintenance and communication system to be used;
- I. Example of monthly activity and service reports sent to college/university clients. Reports shall include machine usage by location, as well as both break/fix response and proactive preventative maintenance visits;
- J. For commissions percentage option, example of monthly financial and commission reports sent to college/university clients;
- K. For all-inclusive option, example of monthly invoice sent to clients;
- L. Overview of Proposer's refund policy;
- M. Ability to provide Laundry Services to the College in the event of, including but not limited to, emergency services and natural disaster;
- N. Provide description of a typical transition plan to be used for a change of provider for Laundry Services;
- O. Provide sample of a structured performance scorecard encompassing elements of quality and service requests to ensure client and Proposer can consistently track and measure Laundry Services performance;
- P. Description of commitment to customer satisfaction. Proposer shall provide its program to measure, track, and continuously improve customer satisfaction and complaints;
- Q. Description of support services for marketing and promotions;
- R. Propose activities and educational opportunities that enhance our students understanding of how to correctly do laundry and how to correctly use all equipment;

- S. Provide evidence of experience with other campus operations utilizing the Blackboard Transact System and interfacing the card system;
- T. Provide any additional, relevant information about company or Laundry Services not previously discussed.

## **VI. FINANCIAL PROPOSAL**

- A. For all-inclusive option, proposer shall provide a rate per machine per month. For evaluation purposes, the rate per machine per month will be multiplied by 12 months and then multiplied by the number of machines to achieve a total annual rate.
- B. For commissions option, proposer shall provide fixed percentage commission return on gross sales established by Contract;
- C. The term "gross sales" shall mean all revenues from use of all laundry equipment provided by Proposer in the performance of this Contract, excluding refunds;
- D. Facilities Laundry Room Improvements - All proposed renovations, upgrades, and refurbishment of laundry rooms must be outlined in detail in the proposal. Renovations will be done at the successful Proposer's expense, and only with prior approval of FIT. As part of your description of renovations/upgrades, you must-specify your financial commitment in dollars that you will commit for facilities upgrades and renovations.

### **Added Value:**

- A. Proposers are encouraged to present additional added value incentives in their proposal, if any. Specific details and added value financial incentive models are left to the imagination and innovation of the responding Proposer, or any other services/solutions not listed or specified in this RFP.

## **VII. SCOPE OF SERVICES**

- A. Proposer shall furnish all labor, equipment, and supervision required to provide FIT with coinless Laundry Services for on-campus residence halls. The program must include state of the art technology, high level customer service, and attractive, comfortable, well-maintained laundry room environments;
- B. Laundry equipment shall include energy efficient washers and matching dryers. Dryers shall be gas or electrically operated as needed for each facility, and either single or stacked models will be required as needed for each facility;
- C. For commissions percentage option, proposer shall charge a maximum of \$1.50/wash load and \$1.50/45 minute dry cycle year one of the Contract. Any change in price must be approved by FIT.

- D. Equipment inventory for this proposal consists of 142 total machines (See Exhibit A for breakdown by location). This equipment is spread out over a total of 27 laundry rooms in various configurations in student residence halls;
- E. Successful Proposer shall be responsible for delivery, receiving, storage, and security of all equipment, parts, and laundry room supplies provided under the terms of a Contract resulting from this solicitation;
- F. All laundry equipment shall be new and of the current year's manufacture. Equipment should provide for multiple temperature and fabric settings, as well as digital display of time remaining. All replacement machines needed during the period of performance under the Contract shall be of the same age or newer than existing machines;
- G. Laundry equipment shall be of adequate size, capacity, and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at all locations and shall be the same height to give uniformity of appearance;
- H. Equipment shall be installed within fifteen (15) working days of the Notice to Commence Performance;
- I. All equipment must be ADA compliant. If a machine needs a base or some other adjustment in order to be ADA compliant, provide details;
- J. All equipment must be reviewed and approved in advance, in writing, by FIT prior to installation;
- K. All machines must be clearly and boldly labeled indicating individual machine numbers for easy call-in reference;
- L. Tables in sufficient quantities (space permitting) or other similar work space suitable for sorting and folding of clothing shall be provided by Proposer and shall be compatible in design, finish, and quality of washers and dryers. Design shall be approved by FIT;
- M. Any other changes or enhancements to the laundry room facilities should be recommend to, and approved by FIT;
- N. Proposer shall provide a designated site manager to initiate daily weekday contact with FIT's Director of Contracted Services or designee and meet monthly to discuss the services provided. In addition, the Proposer's Senior Management must be available to meet with the College's representatives on demand for serious conditions and at regular intervals for routine matters, but no less frequently than quarterly;
- O. Proposer shall provide adequate personnel to ensure Laundry Services are maintained in an efficient and reliable manner. Proposer shall provide a dedicated service technician to this account;
- P. Successful Proposer shall furnish on-call maintenance service (via local or toll-free number, mobile app or email) with a maximum response time of 24-48 hours after a telephone notification excluding weekends and holidays. Access will be provided during Mondays – Fridays, 9 a.m. – 5 p.m.;
- Q. The successful Proposer shall provide maintenance and repair services five (5) days a week, and seven (7) days per week for emergencies;
- R. All equipment shall be delivered and installed, at the direction of FIT, on or before August 13, 2022.



## **VIII. CONTRACTOR'S RESPONSIBILITIES**

1. Proposer's service personnel shall adhere to FIT policies regarding personal behavior. Failure to do so may be grounds for FIT to require that the Proposer immediately remove and/or dismiss the employee from this contract;
2. Proposer's service personnel must comply with the Covid-19 Contractor Guidance, as supplied with this RFP, in order to work or gain access to the campus;
3. Proposer's service personnel shall wear clear and visible identification at all times when making service calls;
4. Proposer shall be responsible for the inspection, repair and routine preventative maintenance of the Equipment, including all labor and materials;
5. Preventative maintenance in each piece of equipment shall be conducted at least monthly and shall include, but not limited to, cleaning of lint filter and soap dispenser, and basic check of equipment to indicate possible need for repair/replacement;
6. Proposer shall service the air ducts to ensure efficient lint and dust evacuation on a weekly basis. Proposer shall have all dryer vents in all four (4) residence halls serviced and cleaned at the end of the Fall semester and at the end of the Spring semester;
7. Proposer must provide a means for FIT personnel to verify the completion of work orders;
8. All service and field technicians shall report to the Feldman building lobby Public Safety desk prior to accessing student Residence Halls. Access will be provided during Mondays – Fridays, 9 a.m. - 5 p.m.;
9. Proposer shall provide signage and written instructions on the proper use of all laundry equipment and mobile app to all students and post written instructional signage approved by FIT in the laundry facilities;
10. Proposer shall provide informational and marketing materials during training sessions on the use of all laundry equipment and mobile app at the beginning of each semester in coordination with the College's Residential Life staff. Training sessions shall be a minimum of four (4) hours each Fall Semester and a minimum of two (2) hours each Spring Semester. In addition to the training sessions, Proposer shall share PDFs and useful links of informational and promotional materials to the Residential Life staff;
11. Proposer's service and installer personnel shall be paid NYS prevailing wages.

## **IX. ADDITIONAL SERVICES**

- A. Provide any other information you believe will be helpful to the Selection Committee in evaluating your Proposal. Proposer shall describe any additional services or support that it can provide that are not in the Statement of Work and which the College may consider when evaluating proposals.

## **X. TRANSITION PLAN**

- A. College anticipates that this contract will commence on or about August 1, 2022. Please describe your company's transition plan; and

- B. Indicate any resources you believe will be needed from the College to assist you with the transition.

**XI. EVALUATION CRITERIA**

- A. This is a request for proposals and not a bid process. A selection committee will use the following criteria to evaluate the Proposals, which meet the requirements of these specifications.

1. Qualifications and References	20%
2. Technical Proposal	30%
3. Financial Proposal	40%
4. Interview and Oral Presentation	10%

- B. FIT reserves the right to award the contract to the Company with the highest score on criteria one (1) through three (3) or to interview a number of Companies with the highest scores on criteria one (1) through three (3). In the latter case, FIT will award the Contract to the Company with the highest score on criteria one (1) through four (4);
- C. FIT reserves the right to interview each or shortlist of Proposers;
- D. FIT reserves the right to negotiate with Proposers as necessary in its best interests. We may negotiate with Proposers concurrently or sequentially. If we invite you to negotiate with us, this does not give you any property rights regarding the RFP or the Contract;
- E. FIT reserves the right to rescore proposals after interviews, site visits, and/or negotiations;
- F. FIT reserves the right to award the Contract to other than the Proposer or Proposers offering the lowest overall cost or greatest financial return to us; and
- G. To decide tie proposals in our best interest.

**XII. CONTRACT TERM**

- A. The term of Contract shall be for five (5) years commencing upon award of Contract;
- B. FIT shall have the option to renew Contract in its best interest for one (1) additional three (3) year renewal option. If FIT elects to renew Contract, the Purchasing Office shall provide notice to Contractor a minimum of 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. Within ten (10) days of receiving such notice, Contractor shall submit a sworn renewal to FIT; and
- C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the Contract.

### **XIII. MISCELLANEOUS**

- A. FIT reserves the right to request clarifications from bidders for purposes of assuring a full understanding of responsiveness and further reserves the right to permit revisions from all bidders who might be, in FIT's sole discretion determined to be viable bidders for contract award, prior to the award.
- B. FIT reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the bid, and to make an award for any or all remaining portions.
- C. FIT reserves the right to eliminate mandatory requirements unmet by all bidders.
- D. Any additional vendor terms which are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
- E. Unless otherwise specifically stated in the Bid Terms and Conditions, all specifications and requirements constitute minimum requirements. All bids must meet or exceed stated specifications and requirements.
- F. FIT reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received.
- G. 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.
- H. FIT reserves the right, exercisable in its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.
- I. 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.

**PROPOSAL ANALYSIS SHEET  
FASHION INSTITUTE OF TECHNOLOGY  
F.I.T. STUDENT HOUSING CORPORATION  
RESIDENCE HALLS LAUNDRY SERVICES  
RFP# C1527**

**DESCRIPTION**

- 1. Rate per machine per month \$ \_\_\_\_\_
- 2. Commission Percentage \_\_\_\_\_
- 3. Additional services and other support \_\_\_\_\_

Proposer: \_\_\_\_\_  
(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: \_\_\_\_\_

Facsimile: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

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

***IMPORTANT:***

This proposal analysis page is the only pricing format acceptable. Firms must submit pricing using this form. FIT will not accept proposal responses on any other form.

***NOTE:***

FIT will not sign any bidder generated contract, agreement or scope of work. FIT Bid and Terms and Conditions apply. Bidder requirement for FIT to sign any document will be grounds for rejection. Bidder inclusion of any clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.

## SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

### A. **Proposal Requirements:**

Proposers shall meet the following requirements and submit necessary information with their proposal. Failure to comply with these requirements shall be grounds for rejection of your proposal. FIT reserves the right to determine whether a Proposer has substantially met all the RFP requirements and to ask for additional information prior to making such a determination.

1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Proposers are not permitted to change or modify Proposal Terms and Conditions, RFP General Terms and Conditions, Contract Terms and Conditions and/ or the Proposal Analysis Sheet. All Proposers propose on the same terms and conditions.
2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Proposers are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals received after the time of the proposal opening will be returned unopened.

### B. **No Oral Statements:**

FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).

Any changes to the proposal document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every known entity that has been invited to submit an RFP and will also be posted on the Purchasing Department website. It shall be the responsibility of each proposer to check the website regularly for updates during the time period prior to the due date.

### C. **Proposer Affirmation:**

By signing the proposal, Proposer certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and

2. Proposer is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

**D. Non-Collusive Proposal Certification:**

1. By submission of its proposal, Proposer, and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
  - a. The prices in the proposal 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 proposer or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
  - c. No attempt has been made or will be made by Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
2. A proposal shall not be considered for award nor shall any award be made where (l)(a), (b) and (c) above have not be complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

**E. Confidentiality:**

1. If Proposer believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Proposer shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Proposer to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Proposer of any rights it may have under FOIL.
2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Proposers in connection with the RFP (particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Proposer in strictest confidence and used only for the purpose of the RFP.

**F. Prices:**

Proposal prices shall be held firm for ninety (90) days from the proposal due date.

**G. No Sales Tax:**

FIT is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

**H. Proposal Withdrawal:**

1. Proposers may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, Proposers may withdraw proposals only after the expiration of ninety (90) days and before any actual award.
3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a Proposer may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Proposer shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether Proposer shall be permitted to withdraw its proposal.

**I. Tie Proposals:**

Tie proposals will be awarded in FIT's absolute discretion based on its determination of FIT's best interest.

**J. Proposer's Responsibility:**

In determining whether a Proposer is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.

**K. Proposal Rejection:**

1. FIT may reject a proposal if:
  - a. The proposal is not responsive to the requirements of the Request for Proposals;
  - b. Proposer does not provide information or documents required;
  - c. Proposer does not submit the proposal security as required (if applicable);
  - d. Proposer misstates or conceals any material fact in the proposal;
  - e. The proposal is conditional;
  - f. The proposal prices are not in ink;
  - g. The proposal contains prices that are unbalanced; and/or
  - h. FIT determines that Proposer is not responsible in accordance with law and FIT regulations.

2. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT to do so.

**L. Award of Contract:**

1. Subject to the provisions Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT regulations.

2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.

3. By submission of its Proposal, Proposer represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("Exhibit E").

4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.

5. All contracts awarded by FIT shall be executory only to the extent of funds available.

**M. Governing Law:**

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.

2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.

3. Proposer consents to the exercise by the courts of the State of New York of personal jurisdiction over it concerning any matter arising out of or in connection with this RFP.

**N. M/WBE and SDVOB:**

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

**O. Sexual Harassment Prevention:**

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

[https://nyassembly.gov/leg/?default\\_fld=&leg\\_video=&bn=S07507&term=2017&Text=Y](https://nyassembly.gov/leg/?default_fld=&leg_video=&bn=S07507&term=2017&Text=Y)

**P. EXECUTIVE ORDERS/COVID-19:**

Contractors and Subcontractor shall comply with Governor Cuomo's Executive Order 202 & 202.16, the COVID-19 Contractor Guidance for Construction Jobsites, FIT's No Damages for Delay Clause, and the Interim Guidance Letter to Contractors. In addition to the foregoing requirements you are responsible for compliance with any additional safety directives that may be forthcoming by Executive Order between the date of issuance of this addendum the date of award.

In the event the Contractor's performance under this agreement is delayed or interfered with arising out of or connected to the COVID19 pandemic, including but not limited to worker availability, government-mandated suspension of work or any other emergency action associated with protecting the health and safety of the workforce, which leads to a site closure, delay or suspension of the work, Contractor or any subcontractors hereby acknowledge their only remedy under this agreement is to request an extension of time for the performance of the unfinished work as herein provided; under no circumstances will Contractor or any subcontractors or vendors be entitled to any increase in the subcontract price or additional compensation for any alleged costs, expenses or damages as a consequence of such delays or interference, including but not limited to: i) General Condition Costs (e.g.: site clean-up, home and field office expenses, telecommunications equipment or use , and/or supervisory costs including but not limited to Project Manager, Project Engineer, Superintendent and Foremen, etc.), ii) escalation (increases in material costs, transportation charges or any alleged wage or salary increases) or iii) any alleged inefficiencies or loss of productivity. NOTE: The above examples are not intended to be an exhaustive list of all the alleged costs, expenses or damages excluded by this clause. It is offered only as an example of some costs within each category.

Owner shall review the Contractors request for delay and, if acceptable, shall extend the time of performance by Change Order for such reasonable time as the Owner, in its sole discretion, may determine.

**EXHIBIT A**

**Laundry Rooms and Equipment**

Four Residence Halls house approximately 2,350 students in double, triple, and quad occupancy rooms. Each Residence Hall has centrally located lounges and laundry facilities. The following identifies each building and the equipment requirements:

Laundry Room Location	Maximum # of Residents	# of Washers	# of Dryers
Kaufman Hall Basement	1,100	29	18 <i>Stackable</i> (Gas)
Alumni Hall Floors 2-15	496	16	16 (Electric)
Coed Hall Basement	436	13	7 <i>Stackable</i> (Gas)
Nagler Hall Floors 2-10	316	9	9 (Electric)
<b>TOTAL:</b>	<b>2,348</b>	<b>67</b>	<b>75</b>

**Annual Residence Halls Holiday Recess and Closing**

**Nagler Hall:**

December 22\* - January 1  
between June 1 - 3<sup>rd</sup> week in August

**Alumni Hall and Coed Hall:**

December 22\* - January 1  
Last week in July through 3<sup>rd</sup> week in August

**Kaufman Hall:**

December 22\* - January 1  
Last week in July through 3<sup>rd</sup> week in August

*\* Date alters to reflect Official Last Day of Fall Term.*

**Past Sales Statistics**

<b>Year</b>	<b>Gross Sales</b>
Academic Year 2017-18	\$136,278
Academic Year 2018-19	\$172,017
Academic Year 2019-20	\$140,291*
Academic Year 2020-21	\$13,576**

These numbers are given as a guide only, and are not a guarantee of future sales.

Pre-pandemic sales were heaviest during FIT's two, 12-week semesters when the majority of our students are occupying the Residence Halls and attending classes, and decline during our winter session and two summer sessions when less students are on campus. **Note** – some rooms in Alumni, Coed and Kaufman Hall are rented out in the summer months.

\*FIT closed its Residence Halls in March 2020 due to Coronavirus pandemic.

\*\*FIT was remote for the entire Academic Year 2020-21 due to the Coronavirus pandemic.

**2021-2022 Academic Calendar****Fall 2021**

- August 22: Residence halls open for new/entering students
- August 23: Convocation
- August 23 - 27: New Student Orientation
- August 28, 29: Residence halls open for current/returning students
- August 29: Last day to receive 100% refund for fall
- August 30: First day of Fall 2021 term
- Aug 30 - Sept 5: Late registration (add/drop) week for fall term
- September 3: Fall financial aid refunds distributed
- September 5: Last day to add/drop fall classes in MyFIT (online system closes at 11:30pm)
- September 5: Last day to receive 75% refund for fall tuition
- September 6: Labor Day - College closed
- September 7, 8: Rosh Hashanah - College closed
- September 12: Last day to receive 50% refund for fall
- September 15: Yom Kippur - No evening classes (classes suspend at 4PM)
- September 16 : Yom Kippur - College closed
- September 17: Fall certification rosters open to faculty
- September 19: Last day to withdraw from fall classes with a partial refund (25%)
- September 30: Last day for faculty to submit certification rosters
- October 1: Census date
- October 1: Financial Aid (FAFSA) application available for 2022 - 2023 academic year
- October 4 -8: Make-up examination period for spring 2021 incomplete grades
- October 28: Winter 2022 registration begins
- October 28: Spring 2022 registration begins for the School of Graduate Studies
- November 1 - 5: Spring 2022 registration begins for currently enrolled, degree-seeking students
- November 5: Spring 2022 registration begins for re-admitted degree students
- November 15: Spring 2022 registration begins for non-degree students
- November 25-28: Thanksgiving Recess - College closed
- November 29: Last day to submit fall Course Withdrawal forms (WD grades)
- November 29: Last day to submit a College Withdrawal form for fall term
- December 1: Graduation application priority deadline for May/August 2022 candidates
- December 7: Registration begins for students admitted Spring 2022
- December 13: Last day for all Monday classes
- December 13: Final grade rosters open for faculty
- December 14: Last day for all Tuesday classes

- Dec 14 - 23: All residents must vacate residence halls by 9:00 am on the day following their last final exam
- December 15: Last day for Wednesday day classes
- December 17: Last day for all Friday classes
- December 18: Last day for all Saturday classes
- December 19: Last day for all Sunday classes
- December 20: Emergency Make-Up Day
- December 21: Thursday evening classes meet; last day for all Thursday classes
- December 22: Last session for Wednesday evening classes
- December 22: Official last day of Fall 2021 term
- January 3: Last day for faculty to submit final grades for fall

>> *The College will be closed for the holidays from December 23 through January 2.*

## Winter 2022

- January 1: New Year's Day - college closed
- January 2: Residence halls open for students contracted for winter housing
- January 2: Last day to receive 100% refund for winter tuition
- January 3: First day of Winter 2022 term
- January 3: Last day to receive 75% refund for winter tuition
- January 3,4: Late registration (add/drop) week for winter term
- January 4: Last day to add/drop fall classes in MyFIT (online system closes at 11:30pm)
- January 4: Last day to receive 50% refund for winter tuition
- January 5: Winter certification rosters open to faculty
- January 5: Last day to receive 25% refund for winter tuition
- January 6: Last day for faculty to submit certification rosters
- January 7: Census date
- January 13: Last day to submit winter Course Withdrawal forms (WD grades)
- January 14: Final grade rosters open for faculty
- January 15: Financial Aid (FAFSA) deadline for priority consideration for 2022 - 2023 academic year
- January 17: Martin Luther King, Jr. Day - College closed
- January 19: Last day of Winter 2022 term
- January 21: Last day for faculty to submit final grades for winter

## Spring 2022

- January 18: Residence halls open for new/entering students
- January 19, 20: New student Orientation

- January 20: Convocation
- January 22, 23: Residence halls open for returning students
- January 30\*: Last day to receive 100% refund for spring tuition
- January 31\*: First day of spring term
- Jan 31–Feb 6\*: Late registration (add/drop) week for spring term
- February 4\*: Spring financial aid refunds distributed
- February 6\*: Last day to add/drop classes in MyFIT (online system closes at 11:30pm)
- February 6\*: Last day to receive 75% refund for spring tuition
- February 13\*: Last day to receive 50% refund for spring tuition
- February 15\*: Spring certification rosters open to faculty
- February 20\*: Last day to receive 25% refund for spring tuition
- February 21: Presidents Day - college closed
- February 28\*: Last day for faculty to submit certification rosters
- March 1\*: Census date
- March 7 - 11\*: Make-up examination period for Fall 2021 Incomplete (IN) grades
- March 31: Graduation application must be received to be listed in Commencement program
- March 31: Summer 2022 registration begins for all students
- March 31: Fall registration begins for the School of Graduate Studies
- April 4 - 8: Fall 2022 registration begins for currently enrolled, degree seeking undergraduate students
- April 8: Fall 2022 registration begins for re-admitted degree students
- April 8: Fall 2022 registration begins for newly admitted graduate students
- April 11–17: Spring Recess - No classes
- April 15: Good Friday College closed
- April 25: Fall 2022 registration begins for non-degree students
- May 1: Graduation application priority deadline for December 2022/January 2023 candidates
- May 6\*: Last day to submit spring Course Withdrawal forms (WD grades)
- May 6\*: Last day to submit a College Withdrawal form for spring
- May 10: Fall registration begins for newly admitted Bachelor students
- May 16\*: Final grade rosters open for faculty
- May 17\*: Last Day for ALL Tuesday Classes
- May 18\*: Last Day for ALL Wednesday Classes
- May 18 - 23\*: All residents must vacate residence halls by 9:00 am on the day following their last final exam. Only students registered for Commencement can remain in the halls on Commencement day.
- May 19\*: Last Day for ALL Thursday Classes
- May 20\*: Last Day for ALL Friday Classes
- May 21\*: Last Day for ALL Saturday Classes
- May 22\*: Last Day for ALL Sunday Classes
- May 23\*: Last Day for ALL Monday Classes
- May 23\*: Official last day of Spring 2022 term

- May 23: Fall registration begins for one-year AAS students admitted Fall 2022
- May 23\*: Residence halls open to students contracted for summer housing
- May 24: Commencement
- May 25: Fall registration begins for two-year AAS students admitted Fall 2022
- May 26\*: Last day for faculty to submit final grades for spring

## Summer 2022

- May 24\*: Last day to receive 100% refund for Summer 1 tuition
- May 25\*: First day of Summer 1 session
- May 25\*: Last day to receive 75% refund for Summer 1 tuition
- May 25, 26\*: Late registration for Summer 1 (add/drop)
- May 26\*: Last day to add/drop Summer 1 classes in MyFIT (online system closes at 11:30pm)
- May 26\*: Last day to receive 50% refund for Summer 1 tuition
- May 30: Memorial Day - college closed
- May 31\*: Summer 1 certification rosters open to faculty
- May 31\*: Last day to receive 25% refund for Summer 1 tuition
- June 1\*: Last day for faculty to submit certification rosters for Summer 1
- June 2\*: Census date for Summer 1
- June 16\*: Last day to submit Course Withdrawal forms (WD grades) for Summer 1
- June 20: Juneteenth observed - college closed
- June 28\*: Summer 1 grade rosters open for faculty
- June 30\*: Last day of Summer 1
- July 6\*: Last day for faculty to submit final grade rosters for Summer 1
- July 4: Independence Day - College closed
- July 4: Last day to receive 100% refund for Summer 2
- July 5: Last day to receive 75% refund for Summer 2
- July 5: First day of Summer 2 session
- July 5, 6 : Late registration for Summer 2 (add/drop)
- July 6: Last day to add/drop Summer 2 classes in MyFIT (online system closes at 11:30pm)
- July 6: Last day to receive 50% refund for Summer 2
- July 7: Last day to receive 25% refund for Summer 2
- July 7: Summer 2 certification rosters open to faculty
- July 11: Last day for faculty to submit certification rosters for Summer 2
- July 12: Census date for Summer 2
- July 26: Last day to submit Course Withdrawal forms (WD grades) for Summer 2
- July 28: Final grade rosters for Summer 2 open for faculty



- August 1: Last day of Summer 2 session
- August 3: Last day for faculty to submit final grade rosters for Summer 2

*\*Dates changed on 1/11/22 due to delayed opening for Spring 2022 and Summer 1 2022.*

**Contract**

**‘CONTRACT’  
Residence Hall Laundry Services**

**Between**

**Fashion Institute of Technology Student Housing Corporation**

**AND**

\_\_\_\_\_

## CONTRACT

THIS CONTRACT (the 'Agreement') is made on \_\_\_\_\_ by and between F.I.T. Student Housing Corporation ("College"), a community college in the program of the State University of New York, located at 227 West 27 Street, New York City 10001 and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (the "Contractor").

### WITNESSETH:

WHEREAS, College issued a Request for Proposals ("RFP") for management and operation of Residence Hall Laundry Services on the College campus, as further described in Section 5 of this Contract ("Laundry Services");

WHEREAS, Contractor submitted a Proposal in response to the RFP and College selected Contractor's Proposal; and

WHEREAS, the parties desire to enter into an agreement with respect to the performance of Laundry Services;

NOW THEREFORE, this Contract is entered into upon the following terms and conditions:

### Section 1 - DEFINITIONS

When used in this Contract, the following words have the meanings set forth in this Section:

- 1.1 **"City"** means New York City.
- 1.2 **"Days"** means calendar days unless otherwise specified.
- 1.3 **"Law"** means any law, statute, rule, regulation, ordinance and other pronouncement (including common law).
- 1.4 **"Person"** means any natural person, Contractor, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust or association.
- 1.5 **"Proposal"** means information, documents and samples provided by Contractor pursuant to the RFP.
- 1.6 **"Staff"** means a Person or Persons furnished by Contractor to perform the work of this Contract. Staff include Contractor's employees, partners, agents and representatives, as well as Persons engaged by Contractor as consultants, coordinators, independent contractors, subcontractors, franchisees or in any other capacity.

1.7 “**State**” means New York State.

1.8 “**Locations**” means the Laundry Rooms listed on Exhibit A.

## **Section 2 - GRANT OF LICENSE**

2.1 **Rights.** Subject to the terms and conditions herein, College hereby grants to Contractor, and Contractor accepts from College, an exclusive license to manage and provide Laundry Services in the residence halls at the College during the term of this Contract for the sole purpose of providing Laundry Services to the College campus.

## **Section 3 - TERM**

3.1 The term of this Contract is five years beginning on August 1, 2022 and ending on July 31, 2027, unless terminated in accordance with the provisions of Sections 15 and 16.

3.2 College has one (1), three-year renewal option. College will exercise the option if it is in its best interest. If College elects to renew this Contract, it will send written notice to Contractor not less than 90 Days prior to the expiration date of this Contract or such renewal term. Failure to notify Contractor within this time period will not constitute a waiver of College’s option to renew. The renewal will be on the same terms and conditions as stated in this Contract unless the parties enter into a written agreement specifically stating otherwise.

3.3 At the time College exercises the Contract renewal, College reserves the right to require that Contractor replace some or all laundry equipment with unused factory new current production models at Contractor’s expense.

3.4 If Contractor provides performance security in the form of a performance bond (see Section 4.1.2), Contractor shall provide a new bond for each renewal term, if any, no later than thirty (30) Days before commencement of the renewal term.

3.5 At College’s written request, Contractor must continue to provide Laundry Services for a period of no more than six months beyond the termination of this Contract or any renewal term thereof on the same terms and conditions as stated in this Contract.

3.6 Contractor will be responsible for any additional costs incurred by the College in utilizing any replacement firm.

## **Section 4 – PERFORMANCE SECURITY**

4.1 For commission option, Contractor may deliver one of the following to College:

- 4.1.1 an unconditional, irrevocable and transferable performance letter of credit issued for the account of College by a New York Clearing House Association member bank acceptable to College, in form and content satisfactory to College. The term of the letter of credit, as it may be extended, must not expire prior to the date that is 60 Days after the expiration of this Contract or renewal of it.
- 4.1.2 a Performance Bond in the form of Appendix B issued by a New York admitted carrier in the sum of \$\_\_\_\_\_, equal to one-half of the guaranteed minimum proposed, which bond will guarantee faithful performance of the terms and conditions of this Contract or any renewal of it.
- 4.2 In the event that Contractor defaults in respect to a material term or condition of this Contract, College reserves the right to use, apply or retain the whole or any part of the security described in Sections 4.1 to the extent required for any sum to which Contractor is in default or for any sum which College may expend or may be required to expend by reason of Contractor's default. In the event that Contractor fully and faithfully complies with the terms and conditions of this Contract, any security deposit will be returned to Contractor after the expiration or termination of this Contract.

## **Section 5- SCOPE OF SERVICES**

- 5.1 **Schedule.** Contractor must provide Laundry Services at no cost to College on a year-round basis, twenty-four hours a day, seven days a week.
- 5.2 **Staff.** Contractor must maintain at all times a minimum of one experienced and qualified Staff to ensure efficient, hygienic and orderly performance of the Laundry Services. Contractor's Staff must maintain proper standards of courtesy, service and professionalism in dealings with the College community.
  - 5.2.1 Contractor must promptly remove and replace any Staff member that College, in its sole judgment, deems to be unsatisfactory, subject to compliance with applicable legal or College policy requirements and any collective bargaining agreements to which Contractor may be a party.
  - 5.2.2 Contractor's Staff must comply with the Covid-19 Contractor Guidance, as supplied with this RFP, in order to work or gain access to the campus.
  - 5.2.3 Contactor must designate a dedicated and experienced service technician.
  - 5.2.4 Contractor must designate an experienced and capable individual to be on-site manager of Laundry Services ("Manager").
    - (A) The Manager will be responsible at all times for implementation of this Contract and must have the authority to resolve problems with

regard to quality, staff/customer relations, administrative issues and the like.

- (B) The Manager will initiate daily weekday contact with FIT's Director of Contracted Services or designee and meet monthly to discuss the services provided.
- (C) The Manager must have completed all appropriate and required training per New York State and New York City requirements.
- (D) The Manager serves subject to approval by College, and College reserves the right to interview any person whom Contractor proposes as Manager. In the absence of the Manager, Contractor must designate an alternate Manager under the same terms and conditions. The intent of this provision is to give College access at all times to an individual with full authority to make decisions on behalf of Contractor. Nothing in this Section is intended to preclude College from discussing matters relating to this Contract with any other of Contractor's Staff.
- (E) The Manager must be available to College and College during all Laundry Services hours. Contractor must provide College with the Manager's office telephone, email, facsimile, and cell-phone.
- (F) Contractor's Staff must observe College rules, regulations and policies, as well as all applicable provisions of this Contract. Failure to do so is grounds for College to require temporary or permanent removal of a Staff member from the College campus. Nothing in this Contract will be deemed to relieve Contractor from liability for any deficiencies in performance by Contractor's Staff.
- (G) Contractor's Senior Management must be available to meet the College's representatives on demand for serious conditions and at regular intervals for routine matters, but no less frequently than quarterly.

5.2.5 Contractor's Staff must wear neat and clean uniforms appropriate to their positions while on duty at the College campus. Contractor is responsible for all costs attendant to providing, cleaning and replacing such uniforms. Contractor's Staff must wear visible nametags at all times during scheduled shifts.

5.2.6 Contractor service and field technicians shall report to the Feldman building lobby Public Safety desk prior to accessing student Residence Halls. Access will be provided Mondays - Fridays, from 9 a.m. to 5 p.m.

5.2.7 Contractor shall comply with its own pre-employment background check policy, including ensuring that pre-employment screening and/or employment background checks are conducted on all Contractor's staff who are expected to come onto the College's campus. Contractor will comply with their policy in determining whether an individual may be placed on the College's campus. Contractor must inform College should it obtain adverse information from its own pre-employment background check policy regarding a member of Contractor's Staff. Notwithstanding the foregoing, Contractor shall ensure that its own pre-employment screening and/or employment background check is no less thorough or comprehensive than the pre-employment screening and/or employment background checks that College conducts on its own staff which includes Employment Verification (10 years prior to the date of hire), Criminal and Sexual Offender Database Search and Credit Check. Contractor agrees that to the extent permitted by law, Contractor will defend, indemnify and hold harmless College, City and the State, and each trustee, director, officer, employee, agent, successor and assign of any or all of them, from any and all claims, demands, liabilities, expenses, losses of every nature and kind, including but not limited to reasonable outside attorney's fees and costs, as a result of a hiring by Contractor during the term of this Contract.

### **5.3 Pricing.**

5.3.1 Rate per machine per month is set forth in Appendix C.

5.3.2 Commissions option - Maximum prices for wash load and dry cycle for the first year the Contract are set forth in Appendix C.

5.3.3 Commissions option - Contractor will guarantee the prices for first twelve months (12) months upon signing of the contract. Contractor may not change prices without the prior written consent of College. Contractor must submit requests for price increases along with justification to the College six weeks in advance for review. College will not be unreasonable in withholding approval of a change, subject to Contractor's presentation of documentation satisfactory to College supporting the request, such as a competitive analysis of prices or portions in comparable operations in like institutions. Any approved increase must be put into effect during the period between the College's last summer session and the beginning of the fall semester.

### **5.4 Number.**

5.4.1 Contractor must provide no less than 67 new self-service washers and 75 new self-service dryer (collectively, the "Machines") at all 27 Laundry Room Locations listed on Exhibit A.

5.4.2 Contractor must not add to, nor delete from, the number of Machines without the prior written approval of College.



## **5.5 Installation.**

- 5.5.1 Contractor must coordinate the installation of the Machines with the removal of equipment by the outgoing contractor to ensure a minimum period of time without service.
- 5.5.2 Contractor reserves the right to inspect and approve all Machines prior to installation at the College.
- 5.5.3 Unless otherwise agreed by the parties, Contractor must deliver and install the Machines within 15 Days following the effective date of this Contract.
- 5.5.4 Contractor shall provide all final connections and be responsible up to where dryer vents end at exhaust.
- 5.5.5 Machines must be secured such that students cannot pull equipment away from the wall thereby dislodging the vents.
- 5.5.6 All Machines must be placed on tracks such that students cannot pull or move Machines.
- 5.5.7 At the time of installation and whenever Machines are replaced, Contractor shall at its sole expense remove all crating, packaging and other waste.
- 5.5.8 Contractor is responsible for any damage done to College property during installation, operation, maintenance and/or removal of all Machines.
- 5.5.9 Clean up and repair of all damage shall be accomplished at the Contractor's expense in a manner satisfactory to the College.
- 5.5.10 At the reasonable request of College and at no expense to either of them, Contractor must move a Machine or Machines within forty-eight (48) hours of such request.
- 5.5.11 Any installation of new Machines or relocation of existing Machines must be approved by the Director of Contracted Services or designee.

## **5.6 Facilities**

- 5.6.1 Contractor must be prepared to assess immediately and recommend within 15 days the effective date of this Contract, changes to the existing utilities, if necessary, the accommodate new Machines.

5.6.2 Contractor shall supply tables in sufficient quantities (space permitting) or other similar work space suitable for sorting and folding of clothing compatible in design, finish, and quality of washers and dryers. Design shall be approved by FIT.

5.6.3 Any other changes or enhancements to the Laundry Room Locations must be approved by FIT.

**5.7 Quality.** The general Machine specifications included in Section 5.8 below are minima. Nothing in this Contract will be deemed a bar to Contractor's provision of Machines or Laundry Services of a higher quality.

**5.8 General Machine Specifications.**

5.8.1 At the time of installation, all Machines shall be new, front load and of the current year's manufacture.

5.8.2 All Machines shall be new, \_\_\_\_\_, High Efficiency, Commercial Grade and Front Load. 'New' means unused since its manufacture.

5.8.3 All Machines shall be matching (same color and type) at all Locations and shall be the same height to give uniformity of appearance.

5.8.4 Dryers shall be gas or electrically operated as need in each Location, and either single or stacked models will be required as needed for each Location.

5.8.5 All Machines shall provide for multiple temperature and fabric settings, as well as digital display of time remaining.

5.8.6 All replacement Machines needed during the period of performance under this Contract shall be of the same age and newer than existing Machines.

5.8.7 All Machines shall be of adequate size, capacity, and proven efficiency for the intended use.

5.8.8 All Machines must be ADA complaint.

5.8.9 All Machines must be clearly and boldly labeled indicating individual Machines numbers for easy call-in reference.

5.8.10 Each Machine must accept College's campus card, if required. Contractor shall provide at its own expense, compatible equipment to integrate the College's campus card system. Such equipment shall include but not limited to hardware, software, card readers, cabling and networking components. Additionally, the Contractor shall pay all applicable implementation costs, ongoing licensing fees, and transaction processing fees as determined by College.

**5.9 Ownership.** All Machines will be the property of Contractor and the College shall have no liability for Contractor's Machines.

**5.10 Service.**

5.10.1 Contractor must, at its own expense, be responsible for the inspection, repair and routine preventative maintenance of all Machines, including all labor and materials.

5.10.2 Contractor shall provide and designate a primary service technician for the College campus that is experienced and prepared to deliver service as needed.

5.10.3 Contractor's service technician shall be on campus twice a week at a minimum to address collective service requests and perform routine preventative maintenance.

5.10.4 Contractor shall be fully responsible for the total Laundry Service (except for the provision of space, utilities, and routine housekeeping) including service, repair and maintenance (regardless of cause), parts and vandalism.

5.10.5 Contractor shall perform preventative maintenance on all Machines monthly including, but not limited to, cleaning of lint filter and soap dispenser, and basic check of equipment to indicate possible need for repair/replacement.

5.10.6 Contractor shall service air ducts to ensure efficient lint and dust evacuation on a weekly basis. Contractor shall have all dryer vents in all Locations serviced and cleaned at the end of the Fall semester and Spring semester.

- 5.10.7 Contractor shall provide end user monitoring and notification software. Functionality shall include end users to be able to monitor the status of individual Machines from their mobile device, the ability for the system to notify end users when a Machine is available, and must have the ability for end user to easily report a service issue to from their mobile device.
- 5.10.8 Contractor shall furnish on-call maintenance services (via mobile app, website, QR Code, email or local or toll-free number) with the maximum response time of 24-48 hours after service notification is received excluding weekends and holidays.
- 5.10.9 Contractor shall provide maintenance and repair services five (5) days a week, and seven (7) days per week for emergencies.
- 5.10.10 Contractor must maintain a 24-hour service hot-line, Monday through Friday, for College staff use.
- 5.10.11 Contractor must maintain a log of all service calls received and the disposition of each.
- 5.10.12 Contractor shall provide service report to College on demand, indicating what repairs were provided during that month by equipment and location.
- 5.10.13 Contractor shall provide a means for College personnel to verify the completion of work orders.
- 5.10.14 Contractor must replace any Machine that:
- (A) cannot be returned to full service within 48 hours after initial response by service technician;
  - (B) has frequently recurring maintenance and/or mechanical problems; (For purposes of this Section “frequently recurring” means prompting five or more service calls within 30 Days.)

Any replacement Machine must be of equal or superior quality to the Machine originally installed.

- 5.10.15 Contractor shall also provide the following customer service:
- a) Damaged clothing claims
- 5.10.16 Contractor shall provide instructional signage and written instruction on the proper use of all Machines, damage clothing claim procedures, reporting service issues, mobile app to all students and post written signage approved by College in each Location. Signage shall be attractive and durable.
- 5.10.17 Contractor shall provide informational and promotional items during training sessions on the use of all Machines and mobile app at the beginning of each semester in coordination with the College's Residential Life staff. Training sessions shall be a minimum of four (4) hours for each Fall semester and minimum of two (2) hours each Spring semester. In addition to the training sessions, Contractor shall share PDFs and useful links of informational and promotional materials to the Residential Life staff.
- 5.10.18 Contractor shall provide a complete listing of all Machines by location, serial number and make and model to the College and the College shall be notified of any exchanges/replacements in a timely manner.
- 5.10.19 Contractor shall adhere to the highest standards of cleanliness and sanitary practices to ensure continual sanitation in all functions and matters related to the execution of the terms of this Contract.
- 5.10.20 Without limitation, Contractor must keep all Machines clean, sanitary and visually appealing by cleaning exterior surfaces at least once per week. Contractor will assist College's housekeeping staff as needed to temporarily move the equipment to allow for annual cleaning under and behind machines.

## **5.11 Refunds (Commissions Option)**

- 5.11.1 Contractor must conspicuously display its refund policy at each Machine and Location, including a toll-free number and/or text number to request a refund. Contractor's refund policy is subject to College's continuing approval. Refunds must be deducted from the appropriate gross sales

item category, prior to the computation of commissions due College. The total amount of refunds must be shown on the monthly financial report to College.

**5.12 Meetings.** Contractor and representatives of College will meet monthly to discuss administration of this Contract, evaluation of Laundry Services and such other matters as may arise. See also Section 6.8.

## **Section 6 – COMMISSIONS, PAYMENT AND ACCOUNTING MATTERS**

**6.1 Commissions and Other Support.** In consideration of the rights granted to Contractor by College under this Contract, Contractor agrees to make the following payments to College:

6.1.1 \_\_\_\_% of Annual Gross Sales.

Contractor will also provide the following additional support to College:

6.1.6 \_\_\_\_\_.

**6.2 Gross Sales.** “Gross Sales” means aggregate revenues from Laundry Services, excluding the following: (A) refunds.

**6.3 Monthly Payments and Reports.** Contractor must submit commissions and other payments due to College on a monthly basis within 30 Days of the month’s end. Payments must be made by check payable to College or electronic funds transfer to: Sterling National Bank ABA#221970443, Fashion Institute of Technology A/C#3803026401.

**6.3.1 Monthly Management Report.** Payments must be sent to the Fashion Institute of Technology 227 West 27 Street, New York, NY 10001 attention: Director of Contracted Services, and accompanied by a monthly management report signed by the controller or comparable officer of the Contractor and showing the following for each Machines:

- Machine number
- Refund deductions
- Net receipts applicable to commission
- Commissions paid to College by month and YTD, and
- Such other information as may be reasonably requested by College.

College reserves the right to view daily, weekly, and/or monthly Machines sales and service information remotely using Contractor’s revenue and inventory software. Contractor shall keep such software updated and operational.

- 6.4 Year-End Reconciliation.** One year from the effective date of this Contract, and each full year thereafter during the life of this Contract, Contractor must pay College that portion of commissions as may as yet be due so as to equal the commission percentages required by this Contract. Payment must be made by the 30th Day of the first month of the following Contract year and recorded as commissions paid in the year due. On expiration or termination of this Contract, commissions due, if any, must be calculated and paid based on that portion of a full year for which Laundry Services were provided.
- 6.5 Late Payments.** Delinquent payments are subject to a late payment fee of one-and-one-half percent (1-1/2%) per month, or portion thereof, of any balance due.
- 6.6 Records.** Contractor must maintain complete, accurate and separate books of account together with appropriate, detailed, supporting data and documents, in accordance with generally accepted accounting principles, for all transactions relating to the Laundry Services (the "Records"). Such Records must be held in compliance with Section 6 of the Standard Contract Clauses attached to this Contract as Appendix D.
- 6.7 Inspection.** College or its auditors may inspect and review Records, and may require Contractor to furnish such other financial information related to Laundry Services, as College deems appropriate. In the event of any question as to the dollar amounts due College or Contractor, the decision of College's auditors will be final and binding upon both parties to this Contract.
- 6.8 Meetings.** College and Contractor will meet at least monthly to review monthly reports, explain deficiencies, discuss problems and mutually agree on courses of action to improve the results of Laundry Services. Any adjustments to a monthly report required as a result of review and/or audit will be identified and reflected on the next monthly statement.
- 6.9 Annual Audit.** Contractor must furnish to College as soon as available, and in any event within 90 Days after the end of each fiscal year of Contractor, audited financial statements of Contractor as of the end of such fiscal year prepared by an independent certified public accountant. These financial statements must include a record of all sales and commissions from Laundry Services.

## **Section 7- UTILITIES**

- 7.1** College will furnish at no cost to Contractor hot and cold water, sewer, electricity and gas (the "Utilities") necessary for the efficient performance of Machines, except that:
- 7.1.1 College does not guarantee an uninterrupted supply of the Utilities, and will not be liable for any damages or compensation should the provision of Utilities be interrupted.

- 7.2 Contractor must use best efforts to comply with energy conservation measures.
- 7.3 Contractor is responsible for positioning of Machines and connection to utility services provided by College.

## **Section 8- SECURITY AND RISK OF LOSS**

- 8.1 Contractor is responsible for any keys obtained from College and the security of those areas for which and when they are used by Contractor's Staff, and for the cost of replacement of lost keys. If the College determines that keys lost by Contractor or its Staff could compromise campus security, Contractor will be responsible for all costs associated with re-keying the affected locations.
- 8.2 Contractor must immediately report to the College all thefts, break-ins and other law enforcement and security matters, as well as accidents involving its Staff or customers.
- 8.3 Contractor bears the risk of loss or damage to Machines and inventory, whether in transit, in a Machine or in storage. Contractor also bears the risk of loss for monies collected pursuant to Laundry Services. Losses or shortages of revenue will not diminish monthly payment of commissions.
- 8.4 Contractor bears the risk of loss or damage to the Machines. The College is not responsible for any losses Contractor may incur due to damage to a Machine arising from any cause. The College assumes no responsibility for the protection of Machines against loss arising from vandalism, theft, fire, water or other causes.
- 8.5 Contractor bears the risk of loss or damage to College property resulting from Laundry Services except if College makes a determination that the loss or damage was due to causes beyond Contractor's control or to robbery, fire, bombs, or similar causes or acts of third persons not employees or invitees of Contractor and provided that the foregoing causes or acts were not directed at Contractor. Except in the case of such excused loss or damage, Contractor must reimburse College at College's cost for the repair or replacement of such College property. College will give Contractor written notice of amounts to be reimbursed. Contractor must reimburse College within sixty (60) Days of the date of said written notice.

## **Section 9 – FORCE MAJEURE**

- 9.1 Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable, nor shall any credit or other remedy be extended, for such party's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or in connection with causes reasonably beyond such party's control, including, but not limited to, acts of God, war (whether



declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party (each a "Force Majeure Event").

- 9.2** This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

**Section 10 – INSURANCE**

- 10.1** Contractor must procure and maintain at its own cost throughout the term of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Laundry Services by Contractor or its Staff. Contractor must provide minimum insurance coverage as follows (the "Required Insurance"):

Workers' Compensation and Employers Liability	As required by New York State Law.
Commercial General Liability (ISO Form CG0001)	\$2,000,000 general aggregate \$1,000,000 per occurrence \$1,000,000 personal injury/advertising injury \$2,000,000 products/completed operations aggregate \$10,000 per person medical payments
Business Automobile Liability Insurance (ISO Form CA0001)	\$2,000,000 combined single limit per accident for bodily injury and property damage, and covering all owned, non-

owned or hired vehicles used by Contractor in connection with the Laundry Services.

Umbrella/excess liability insurance with limits of: \$2,000,000 per occurrence  
\$2,000,000 general aggregate

Errors and omissions professional liability coverage with limits of: \$1,000,000 per occurrence  
\$3,000,000 general aggregate

- 10.2** Each Required Insurance policy must specifically include liability assumed by Contractor under this Contract.
- 10.3** Each Required Insurance policy must be underwritten by a licensed insurance company authorized to do business in the State of New York and with a minimum of an "A-7" rating in the current edition of A.M. Best's Insurance Guide.
- 10.4** Each Required Insurance policy must be endorsed to state that coverage may not be suspended, voided, canceled, reduced in coverage or limits except after no less than 30 Days prior written notice has been given to College, nor may any Required Insurance policy be suspended, voided, canceled, reduced in coverage or limits by Contractor without the prior consent of College. Notice pursuant to this Section must be sent by certified mail or overnight courier and addressed to College at the address listed at the beginning of this Contract, with a copy to the Fashion Institute of Technology's, Purchasing Department Office, 227 West 27 Street, New York, NY 10001. No cancellation provision in any Required Insurance policy may be construed in derogation of the continuous duty of Contractor to furnish insurance during the term of this Contract.
- 10.5** Each Required Insurance policy (except Workers' Compensation and Employers Liability) must be endorsed to include the Fashion Institute of Technology, its auxiliary Contractors, The State University of New York, the New York City Department of Education and the City and State of New York shall be named as Additional Insured's. The Required Insurance must apply separately to each Additional Insured against whom a claim is made or suit is brought, subject to each policy's limit of liability. Additional Insureds must be covered as respects: (i) liability arising out of activities performed by or on behalf of Contractor, (ii) products and completed operations of Contractor, (iii) premises owned, leased or used by Contractor, and (iv) automobiles owned, leased, hired or borrowed by Contractor.
- 10.6** All deductibles or self-insured retentions must be declared to and approved by College.

- 10.7** The Commercial General Liability policy must not contain any exclusions or endorsements that are not acceptable to College.
- 10.8** Contractor must ensure that each Required Insurance policy (except Workers' Compensation and Employers Liability) includes a waiver of all rights of subrogation against the Additional Insureds for losses arising from Laundry Services.
- 10.9** Contractor must furnish certificates to College evidencing all Required Insurance and endorsements naming the Additional Insureds, before commencing Laundry Services. Contractor must supply certified complete copies of Required Insurance policies to College at College's request.
- 10.10** Contractor is solely responsible for payment of all premiums for the Required Insurance, and is solely responsible for payment of any deductibles to which such policies are subject.
- 10.11** Contractor must promptly notify College of any accidents arising in the course of performance of Laundry Services causing bodily injury or property damage.
- 10.12** Notwithstanding the limits of Required Insurance, Contractor is liable for any and all personal injury (including death) or property damage caused by the negligence of Contractor, its directors, officers or Staff.
- 10.13** Contractor must ensure that its subcontractors and agents comply with this Section. Contractor must include all subcontractors and agents as insureds under the Required Insurance policies, or furnish separate certificates for such subcontractors and agents indicating compliance with the Required Insurance.
- 10.14** Failure on the part of Contractor to procure or maintain Required Insurance constitutes a material breach of this Contract. Upon such breach, College may immediately terminate this Contract, or, in its sole discretion, procure or renew such insurance, and pay any and all premiums in connection therewith. College may charge the costs thereof to money due or that may become due to Contractor, or if there is no money due, Contractor agrees to promptly pay College such costs.

## **Section 11 – INFORMATION SECURITY**

**11.1** With regards to information security, Contractor agrees to the following:

(A) Contractor shall comply with all relevant data governance standards including, but not limited to, PCI, HIPAA and The Family Educational Rights and Privacy Act as discussed in Section 20.

(B) Contractor shall protect College data consistent with prevailing industry standards, but no less rigorously than protect its own data.

(C) Contractor shall allow College to review its third-party information technology security policies.

(D) Contractor shall allow College to review public security assertions such as SOC, if applicable.

(E) Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall return all data to College, or if return is not feasible, destroy any and all data. If the Contractor destroys the information, the Contractor shall provide College with a certificate confirmation the date of destruction of the data.

(F) Contractors shall limit its staff's access to the College's data on a need-to-know basis.

(G) Contractor shall require background checks for all Contractor's staff who have access to College's data.

(H) Contractor shall quickly remove access to College's systems any staff who leaves Contractor's employment.

(I) Contractor shall keep the server that is attached to the College network patched and current with Anti-virus software.

(J) Contractor must log its access to College data.

(K) Contractor shall reimburse College for any hardware or software that College needs to purchase in order to make Contractor's product or service work with College's system.

(L) Contractor shall hold its subcontractors to requirements of this Section 10.1.

**11.2** If Contractor provides third parties with access to the College's systems:

(A) Contractor shall require a unique ID for each third party who accesses the College's data.

(B) Contractor shall require that the third party use unique and strong passwords.

(C) Contractor shall require that third party have a two-factor authentication process.

**11.3** Contractor agrees to defend, indemnify and hold harmless College, City and the State, and each trustee, director, officer, employee, agent, successor and assign of any

or all of them, from any and all claims, demands, liabilities, expenses, losses of every nature and kind, including but not limited to reasonable outside attorney's fees and costs, as a result of any and all claims related to unauthorized access or use of the College's systems or data due to Contractor's negligence or failure to meet its obligations under this Section 11.

**11.4** In connection with the services being provided hereunder, Contractor may need to operate certain information technology systems not owned by College ("Contractor Systems"), which the parties expressly agree will not connect to or interface with College's internet access, networks, software, or information technology systems ("College Systems"). Contractor will be solely responsible for all Contractor Systems, and College will be solely responsible for College Systems, including taking the necessary security and privacy protections that are reasonable under the circumstances. If Contractor serves as the merchant-of-record for any credit or debit card transactions in connection with any of the services provided hereunder, then Contractor will be responsible for complying with all applicable laws, regulations and payment card industry data security standards related to the protection of cardholder data ("Data Protection Rules"). If the parties subsequently agree to connect or interface Contractor Systems with College Systems, then the parties expressly agree hereby that (1) they will mutually agree on an amendment to this section appropriately allocating responsibility for compliance with data protection laws, regulations, and standards; (2) such connection or interface will not be implemented until the parties mutually agree on such amendment; and (3) in any event, Contractor will not owe a duty of indemnity arising under this section unless the parties have properly agreed on appropriate amendments to this section and College has performed its obligations related thereto.

## **Section 12 - ASSUMPTION OF RISK AND INDEMNIFICATION; WAIVER**

**12.1** Contractor is solely responsible for any and all injuries to persons (including death), damage to property, and loss, expense, inconvenience and delay, arising out of or in connection with the performance of Laundry Services, or from any act, omission or neglect of Contractor, Contractor's directors, officers or Staff.

**12.2** Contractor agrees to indemnify, defend and hold harmless the Fashion Institute of Technology, its auxiliary Contractors, The State University of New York, the New York City Department of Education and the City and State of New York from any and all actions, claims, demands, damages, fines, losses, liabilities, judgments, liens, and expenses of any kind (including, without limitation, court costs, attorneys' fees and related disbursements), arising out of or in connection with (i) the breach by Contractor of any of its agreements or covenants under this Contract, (ii) the untruth of any of Contractor's representations and warranties under this Contract, (iii) the actual or alleged infringement or violation of any patent, copyright, trademark, service mark, trade secret, or proprietary right, (iv) bodily injury sustained by any employee of Contractor or of Contractor's subcontractor, franchisee or agent arising out of and in the course of employment by Contractor or by Contractor's subcontractor, franchisee or agent, (v) the

performance of Laundry Operations by Contractor and Contractor's Staff, or (vi) any claim by the Internal Revenue Service that monies, services or other support received by Contractor pursuant to this Contract constitute taxable unrelated business income.

**12.3** Contractor hereby releases the Fashion Institute of Technology, its auxiliary Contractors, The State University of New York, the New York City Department of Education and the City and State of New York from any and all liability hereunder.

**12.4** The provisions of this Section will survive the expiration of this Contract.

### **Section 13 - CONTRACTOR'S INDEPENDENT STATUS**

**13.1** The status of Contractor is that of an independent entity. Nothing contained in this Contract, nor any act of the parties, will be construed as creating a partnership, joint venture, agency or association of any kind, between College and Contractor, nor as making College in any way responsible for the debts or losses of Contractor.

**13.2** All personnel furnished by Contractor as required under this Contract are Staff of Contractor, and not of College, SUNY, City or State, nor of any affiliated entity, agency, department, board, authority or instrumentality of any of them and Contractor alone is responsible for their work, their personal conduct while performing this Contract and their direction and compensation. Nothing included in this Contract imposes any liability or duty upon the Fashion Institute of Technology, SUNY, City or State to Contractor's Staff, nor makes College, SUNY, City or State liable to any other Person or government for the acts, omissions, liabilities, debts, liens, obligations or taxes of whatever nature, including but not limited to unemployment insurance and Social Security taxes, of Contractor or Contractor's Staff.

**13.3** Contractor acknowledges that for the purposes of the Immigration Reform and Control Act of 1986 (the "Act"), Contractor is an "independent contractor" as defined in the Act and its regulations, and that College is not an "employer" under the terms of the Act and its regulations with regard to Laundry Services. As a result, the responsibility of complying with the provisions of the Act lie solely with Contractor.

13.3.1 Contractor expressly represents that it is aware of the requirements of the Act with regard to the employer's responsibility for ensuring compliance with the Act and its regulations, and for maintaining the proper forms showing that the verification process was completed.

13.3.2 Contractor expressly represents to College Contractor's intention to abide by the provisions of the Act.

13.3.3 At College's request, Contractor shall produce for inspection its records evidencing Contractor's compliance with the Act.

13.3.4 Contractor agrees that to the extent permitted by Law, Contractor will defend, indemnify and hold harmless College, SUNY, City and the State, and each trustee, director, officer, employee, agent, successor and assign of any or all of them, for any penalty which may be applied to any one or all of them as the result of the hiring by Contractor of an unauthorized alien during the term of this Contract.

**13.4** Contractor will permit no liens whatsoever to be placed against the property of College and, should such liens attach, Contractor will take all steps necessary to accomplish the prompt removal of them.

#### **Section 14 - USE OF NAME; ADVERTISING**

**14.1** Contractor may not use the name, or any logo, mascot, seal, trademark, trade name or other proprietary mark of College, SUNY or any constituent college of SUNY, for brand or product endorsement. Any other use is subject to College's prior written approval.

**14.2** Contractor may not post any signs or posters on, or visible from, the exterior or in common areas of College buildings or grounds, or distribute any fliers or brochures outside the Laundry Room Locations, without advance approval of the College. The replacement, maintenance, safety, and removal of such materials are Contractor's responsibility.

**14.3** In all purchase orders, and in commitments to vendors, suppliers, building contractors, in banking and in similar relations of Contractor in connection with Laundry Services, Contractor must use its full corporate name and address, in prominent association with any College address, in order to make it clear that any undertaking is Contractor's and not that of College or SUNY.

**14.4** Contractor must make prompt and timely payments to its franchisors, suppliers and subcontractors.

**14.5** Contractor must obtain the prior written approval of College before Contractor or any of its officers, Staff, or agents makes any statement to the press or issues any communication or publication bearing on the Laundry Services.

#### **Section 15 - CONTRACTOR'S ADDITIONAL RIGHTS**

**15.1** College has the right to establish rules, regulations and policies regarding the use of Laundry Room Locations.

- 15.2** At the time College exercises any Contract renewal or extension, College reserves the right to require that Contractor replace some or all Machines with unused factory new current production models at Contractor's expense.

## **Section 16 - TERMINATION**

- 16.1 Termination for Cause.** This Contract may be terminated for cause by College on immediate notice to Contractor as follows:

16.1.1 if Contractor fails to make any payment due under this Contract, and this default remains unremedied for a period of ten Days after notice or demand from College to Contractor and its surety (if there is a performance bond);

16.1.2 if Contractor defaults in the performance or observance of any material term or condition of this Contract (other than a default as described in subsection 16.1.1), or persistently or repeatedly defaults in the performance or observance of any other term or condition of this Contract, and in each case such default remains unremedied for a period of 15 Days after notice from College to Contractor and its surety (if there is a performance bond), or in the case of a default which cannot reasonably be remedied within such period, the Contractor fails to immediately and diligently carry out steps to remedy such default in accordance with instructions of College; or

16.1.3 if Contractor becomes insolvent or otherwise discontinues business.

## **16.2 Other Termination.**

16.2.1 College may terminate this Contract in its best interests upon 90 Days' written notice to Contractor.

16.2.2 Contractor may terminate this Contract in its best interests upon 180 Days' written notice to College.

16.2.3 College may suspend or terminate this Contract upon immediate notice to Contractor should any Laundry Room Location be destroyed or damaged, either in whole or in part, or rendered unusable. Contractor will not be relieved of any obligations hereunder which have accrued on or prior to the effective date of the suspension or termination. Should this Contract be so suspended or terminated, Contractor hereby expressly waives any claim for damages or compensation, including but not limited to loss of use, lost profits or actual, special, incidental, indirect or consequential damages of any kind or nature.

## **16.3 Removal of Equipment.**



16.3.1 Upon expiration or termination of this Contract, Contractor must remove the Machines from the College premises within ten (10) Days of the date of expiration or notice of termination, as the case may be. Contractor must restore the Laundry Room Locations to the condition prior to use thereof by Contractor, normal wear and tear excluded. Contractor must repair all damage caused by the installation or removal of the Machines. Machines not removed from College campus will be deemed abandoned.

16.3.2 Upon expiration or termination of this Contract, commissions will continue to be due and payable to College on Machine sales until all of the Machines have been removed. The removal date for each Machine must be indicated on the management report for the period in which the Machine was removed.

**16.4 College's Rights.** On the effective date of any notice of termination received from College, Contractor must stop performance of Laundry Services. Upon termination, College has the right to contract with another party for performance of Laundry Services for the unexpired term of this Contract. In the event of a termination for cause, College has the right to charge to Contractor any and all expenses incurred by reason of such termination, including but not limited to the cost of reletting this Contract. Nothing in this Section will be deemed to limit or waive any other rights or remedies of the College under either Law or contract.

**16.5 Non-exclusive Rights.** The rights of termination referred to in this Contract are not intended to be exclusive and are in addition to any other rights available to College in Law or in equity.

## **Section 17 - COMPLIANCE WITH LAW**

**17.1** Contractor and Contractor's Staff must comply with all federal, state and local Laws governing Laundry Services as well as all applicable College and SUNY rules and regulations, and must timely secure, maintain and pay for all federal, state and local licenses, permits, certificates or other authorizations required for the proper and lawful conduct of Laundry Services.

**17.2** Contractor is solely responsible for taxes, assessments and fees required or assessed in connection with Laundry Services, including, but not limited to, sales, use, excise and payroll taxes, and federal, state and local income taxes and must make timely applications, reports and returns required in connection therewith.

## **Section 18 - PERIOD OF LIMITATION**

**18.1** Contractor may not bring any action against College based upon any claim arising out of this Contract unless it commences the action within six months from the date when the cause of action accrued.

## **Section 19 - CONTRACT DOCUMENTS**

**19.1** Contractor's Proposal is attached to this Contract as Appendix E and made a part of the Contract. In the event of any inconsistency in, or conflict between, Contractor's Proposal and any other part of this Contract, such other part of the Contract shall control.

## **Section 20 - SUNY RELATED ENTITY REQUIREMENTS**

**20.1** Contractor acknowledges that this Contract is subject to the Standard Contract Clauses set forth in Appendix D to this Contract.

## **Section 21 – PROTECTION OF CONFIDENTIAL DATA**

**21.1** Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below, that it receives or accesses any such records in performing the services hereunder. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from College may use the information, but only for the purposes for which the disclosure was made.

**21.2 Definition.** Covered data and information ("CDI") means paper and electronic student education record information supplied by College, as well as any personally identifiable information provided by College's students to the Contractor, if any.

**21.3 Acknowledgment of Access to CDI.** Contractor does not intend to, nor require, access to CDI. However, Contractor acknowledges that, by virtue of its performance of services on College's premises, such may allow the Contractor access to CDI. Prohibition on Unauthorized Use or Disclosure of CDI: Contractor agrees to hold CDI in confidence. Contractor shall not use or disclose CDI received from or on behalf of College (or its students) except as permitted or required by the contract, as required by law, or as otherwise authorized in writing by College. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**21.4 Return or Destruction of CDI.** Upon termination, cancellation, expiration or other conclusion of the contract, Contractor shall return all CDI to College, or if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide College with a certificate confirming the date of destruction of the data.

**21.5 Remedies.** Any provision found elsewhere in this contract to the contrary notwithstanding, if the Contractor has materially breached any of its obligations under this Section 20 of this Contract, College, in its sole discretion, shall have the

right to require the Contractor to submit to a plan of monitoring and reporting; provide College with a fifteen (15) day period to cure the breach; or terminate the contract immediately if cure is not possible. Before exercising any of these options, College shall provide written notice to the Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from College's education records, College may not allow the Contractor access to its education records for at least five years.

**21.6 Maintenance of the Security of Electronic Information.** Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by Contractor.

**21.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information and Remedies.** Contractor shall, immediately upon discovery, report to College any use or disclosure of CDI not authorized by this contract or in writing by College. Contractor's report shall identify, to the extent known using reasonable diligence (as applicable): (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by College. If College is required by applicable law to provide notice to any individual or government agency as a result of a Security Breach attributable to Contractor's breach of the confidentiality terms of this Section pertaining to CDI, Contractor shall reimburse College for its reasonable, out-of-pocket costs in notifying any such affected individual and/or government agency. A "Security Breach" is an unauthorized access to, or unauthorized use or disclosure of, computerized CDI under the control of Contractor that adversely affects the security, confidentiality or integrity of such CDI. In addition, any damages that College may incur as a result of such Security Breach shall not be subject to any limitation of liability set forth in this Contract.

## **Section 22 - MISCELLANEOUS**

**22.1 Governing Law; Choice of Forum.** This Contract is governed by the laws of the State of New York, except where the Federal supremacy clause requires otherwise. All claims and actions brought under or arising from this Contract must be brought either in the courts of the United States or New York State located in New York City.

- 22.2 Assignment.** Neither this Contract nor any right, title or interest therein, may be assigned, transferred, conveyed, sublet or otherwise disposed of by Contractor without the previous consent, in writing, of College. Any attempt to assign this Contract without College's written consent will be null and void.
- 22.3 Severability.** The terms, clauses and provisions of this Contract are intended to be severable. Declaration of the unconstitutionality, illegality or unconscionability of any term, clause or provision will in no way defeat the effect or validity of any other term, clause or provision.
- 22.4 Headings and Language Interpretation.** The headings used herein have been inserted for reference only and are not substantive parts of this Contract. The use of the singular or plural form includes the other form.
- 22.5 Waiver.** Waiver by College of a breach of any provision of, or right under, this Contract will not operate nor be construed as a waiver of any other or subsequent breach of the same provision or right nor of any other provision or right of this Contract. All remedies, either under this Contract or by Law or otherwise afforded, will be cumulative and not alternative.
- 22.6 Merger; Amendment.** This Contract supersedes any and all other agreements, written or oral, between the parties hereto, and constitutes the entire agreement between the parties with respect to the subject matter hereof. Accordingly, this Contract may not be altered, amended, modified, or otherwise changed, except by a document in writing signed by each party.
- 22.7 Notices.** All notices or other communications which are required or permitted pursuant to the terms of this Contract must be in writing and must be delivered personally, by overnight courier, or by fax machine or deposited in the United States mail, postage prepaid, registered or certified mail, to Contractor or College, as the case may be, at their respective addresses as set forth at the beginning of this Contract, or at such other addresses as may have been specified by written notice delivered in accordance with this Section. Such notices and other communications will be deemed to have been given or made when so delivered or deposited. Nothing in this Section may be deemed to be a waiver of any requirements for service as provided by Law.
- 22.8 All Lawful Provisions Deemed Included.** It is the intent and understanding of the parties to this Contract that every provision of Law required to be inserted in this Contract be and is inserted in it. If through mistake or otherwise, any required provision is not included, or is not included in correct form, then this Contract will, upon the application of either party, promptly be amended so as to comply strictly with the Law and without prejudice to the rights of either party.
- 22.9 Set-off Rights.** College has all of its common law, equitable and statutory rights of set-off. These rights include, but are not be limited to, College's option to

withhold for the purposes of set-off any moneys due to Contractor under this Contract up to any amounts due and owing to College with regard to this Contract, any other contract with College, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to College from Contractor for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

IN WITNESS WHEREOF, the parties have signed this Contract:

**CONTRACTOR:**

**COLLEGE:**

\_\_\_\_\_

F.I.T. Student Housing Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Sherry F. Brabham

Title:

Title: Treasurer and Vice President for  
Finance and Administration

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

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

**EXHIBIT F: COVID-19 CONTRACTOR  
GUIDANCE FOR JOBSITES**

## **COVID-19 CONTRACTOR GUIDANCE FOR JOBSITES**

In response to the public health emergency for the COVID-19, Governor Andrew Cuomo has declared a State disaster emergency and temporarily suspended or modified laws that would prevent, hinder, or delay action necessary to cope with the disaster or emergency. The Governor has also issued directives to allow for the expansion of certain services including those relating to emergency procurement, and to facilitate the continued work of essential businesses subject to compliance with mandatory directives for safety best practices and social distancing. The purpose of this guidance is to set forth the recommended best practices and social distancing requirements for contractors performing work at State University of New York construction sites in the context of the COVID-19 health crisis.

### **Contractor Responsibilities**

Under your contract with the Campus,

- Contractors and their subcontractors are required at all times to guard the safety and health of all persons on and in the vicinity of the work site
- Contractors and their subcontractors are required to comply with all applicable rules, regulations, codes, and bulletins of the New York State Department of Labor and the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended (“OSHA”)
- Contractors and their subcontractors are also required to comply with all contract safety requirements
- Contractors and their subcontractors must comply with all City or State of New York safety requirements for projects within the City or State of New York constructed in accordance with the applicable building code, and contractors are required to provide written safety plans for the site showing how all safety requirements of applicable law will be implemented for the duration of the contract.

Contractors and their subcontractors must also adhere to the following practices to help prevent exposure and spread of COVID-19. The following recommendations are based on what is currently known about COVID-19. Contractors and their subcontractors are advised to stay current and immediately implement the most up-to-date practices to protect the safety and health of your employees, clients, and the general public.

General Responsibilities:

- Contractors and their subcontractors should educate their employees on the symptoms of COVID-19, which include cough, fever, trouble breathing, and pneumonia. Contractors and their subcontractors must instruct any employee who feels they may have any of the

above symptoms to refrain from reporting to the jobsite and immediately contact their health care provider and the local health department in the county in which they reside. Contact information for local health departments can be found at [www.health.ny.gov](http://www.health.ny.gov).

- If the employee begins to exhibit these symptoms while in the workplace, steps should be taken to remove the individual from the workplace. Using safe social distancing practices, provide the employee with a surgical mask and instruct them to put it on, self-transport themselves home, and to contact their health care provider and inform the local health department. The Contractor must notify the contracting agency/authority.
- Personnel should be advised to self-quarantine in accordance with the requirements of the New York State and local health department. Contracting agencies/authorities reserve the right to require any employee of the Contractor, and their subcontractors exhibiting symptoms, to be removed from the jobsite
- If an employee is confirmed to have COVID-19 infection, contractors and their subcontractors should inform fellow employees, who have been in contact with this employee, of their possible exposure to COVID-19 in the workplace while maintaining confidentiality as required by applicable New York State and federal law. The fellow employees should then self-monitor for symptoms (i.e., cough, fever, trouble breathing, and pneumonia) and self-quarantine in accordance with the requirements of the New York State and local health department
- If an employee tests positive for COVID-19, Contractors and their subcontractors should direct the employee to self-quarantine and remain quarantined for 14 days, following the guidance of New York State and local health department
  - Contractors and their subcontractors may permit such employee to return to the jobsite when this employee produces a negative COVID-19 test or receives medical clearance to return to work
- If an employee tests negative for COVID-19, contractors and their subcontractors may direct the employee to return to work after recovery from their illness. Any direct contacts on pre-cautionary quarantine may return to the jobsite and resume their work activities.

#### Social Distancing:

- Do not host large group meetings or congregate in large groups. When meetings are necessary, maintain a distance of 6-feet between people.
- Perform any tool box or other training maintaining the distance of 6-feet between people.
- Perform meetings online or via conference call whenever possible
- Only essential personnel should be permitted on the jobsite
- Discourage handshaking and other contact greetings



## General Jobsite Practices

- Procedures and supplies should be in place to encourage proper hand and respiratory hygiene.
  - Hand hygiene:

Signage with handwashing procedures should be posted in prominent locations promoting hand hygiene

    - Regular handwashing with soap and water for at least 20 seconds should be done:
      - Before and after eating
      - After sneezing, coughing, or nose blowing
      - After using the restroom
      - Before handling food
      - After touching or cleaning surfaces that may be contaminated
      - After using shared equipment and supplies; and also
      - Whenever a contractor or subcontractor believes it is necessary
    - If soap and water are not available, use an alcohol-based hand sanitizer that contains at least 60% alcohol
  - Respiratory Hygiene:
    - Covering coughs and sneezes with tissues or the corner of elbow
    - Disposing of soiled tissues immediately after use
    - Where possible, have disposable masks available to cover an employee's mouth and nose if they develop symptoms on the job to protect others from exposure.
- Practice routine environmental cleaning and disinfecting of all frequently touched surfaces on the jobsite. This includes work stations, project trailers and offices, portable toilets, countertops, handles, doorknobs, gang boxes, tools and equipment. See OSHA Guidance on Preparing Workplaces for COVID-19. [www.osha.gov/Publications/OSHA3990.pdf](http://www.osha.gov/Publications/OSHA3990.pdf)
- Appropriate cleaning agents and directions should be utilized to perform all cleaning. Ensure all workers are trained on the hazards of cleaning chemicals used in the workplace and comply with all OSHA requirements regarding same in accordance with the Hazard Communication (Global Harmonization) Standard. Information about <https://coronavirus.health.ny.gov/home>
- Do not use a common water bottle
- If using a common water cooler clean dispenser knob after use
- Do not share tools
- Utilize personal protection equipment (PPE) for the job being performed
- Sanitize reusable PPE per manufacturer's recommendation prior to each use
- Do not share PPE
- Ensure used PPE and other trash is disposed of properly

- Utilize disposable gloves where appropriate and instruct workers to wash hands after removing gloves
- Disinfect reusable supplies and equipment
- Don't stack trades, if possible
- Stagger work schedules to minimize the number of people on a job site at any one time.
- Keep one contractor or subcontractor in an area at a time. Indicate an area is occupied with workers with a sign or flag indicating which contractor or subcontractor is in the area at that time. Remove the sign or flag after completion of work in that area to let others know they may then enter into that area to perform their work. The next contractor or subcontractor will then post their sign or flag to notify others that the area is occupied.
- Minimize the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) scheduling work activities to stagger those required to be in any one time to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce the number of emergency exits.
- Avoid cleaning techniques, such as pressurized air or water sprays that may result in generation of bioaerosols

The Campus may request an updated written safety plan for the site to address practices to help prevent exposure and spread of COVID-19 at the jobsite pursuant to New York State, OSHA recommendations and Centers for Disease Control requirements, which include:

- Assessment of potential worker exposure hazards, taking into account the specific recommendations and controls for the four levels of worker exposure risk identified in OSHA's Guidance on Preparing Workplaces for COVID-19 (i.e., very high, high, medium, and lower)
- Evaluation of exposure to risk;
- Selecting, implementing, and ensuring the use of controls (i.e., social distancing appropriate personal protective equipment, hygiene, and cleaning supplies);
- Minimizing the number of workers in an area as much as possible by using indicators of an occupied area (signs or flags) and scheduling work activities to stagger those required to be in any one area to a minimal number of workers.
- Minimize entryways into a work area so that employees will be able to observe flagging practices described above. Do not reduce number of emergency exits; and
- Additional criteria consistent with health and safety practices at the work site.

Project Closure:

- Where work is suspended on a project, contractors are directed to follow any additional project shut-down protocols as provided by the campus.

For additional resources:

OSHA COVID-19 Resources

OSHA Guidance on Preparing Workplaces for COVID-19

DOL COVID-19 Resources

Interim Guidance for Business and Employers

Centers for Disease Control -- <https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**EXHIBIT G: INTERIM GUIDANCE LETTER TO  
CONTRACTORS**

(date)

Project No.  
Contract No.  
Project Title  
Campus

(Contractor address)

Subject: REQUIRED NYS DOH GUIDANCE – COVID-19

Attachment:

1. Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency
2. NYS DOH Safety Plan Template

Dear Contractor,

Please be advised the NYS Department of Health (NYS DOH) issued an “Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency” (Guidance) on May 13th, 2020, which sets forth the minimum requirements applying to all construction entities to help protect against the spread of COVID-19. The Guidance requires all such entities to acknowledge and affirm compliance with the Guidance (Business Affirmation). It also mandates employers to continuously check for updates to the Guidance and take such actions to comply with the updated Guidance. The Guidance supersedes any best practices document previously provided by the State University of New York (“University”).

Once your company has reviewed the Guidance, the Business Affirmation can be submitted online at the following website: <https://forward.ny.gov/>. Under Phase 1 Construction click “Read and Affirm Detailed Guidelines”. The attached documents are both available online at the website provided.

Also attached is a NYS DOH Safety Plan Template. Each construction entity employer is required to develop, implement and post a COVID-19 safety plan pursuant to the Guidance. Additionally, the Guidance requires the designation of a safety monitor to implement COVID-19 safety obligations for your company.

The University requires an authorized representative of your company sign and return a copy of this document to the undersigned affirming compliance with the Guidance requirements.

Regards,

Insert Name  
Insert Title

Cc: Insert appropriate campus representatives (Business Officer, Project Manager, Other)  
Cc: Insert

Contractor Name  
Contractor Address

The undersigned authorized representative of \_\_\_\_\_ hereby affirms that it has submitted the necessary Business Affirmation to NYS; has updated its safety plan to meet the COVID-19 minimum requirements of the Guidance; will check on a regular basis for updates to the Guidance; and will provide the University with the name of its COVID-19 safety monitor and other information requested by the University.

Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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

**EXHIBIT H. FIT NO DAMAGES FOR DELAY**  
**CLAUSE**

TO: **CONTRACTOR'S NAME**

FROM: Fashion Institute of Technology

Project Name: **[REDACTED]**

Date: **[REDACTED]**

Subject: No Damages for Delay Acknowledgment

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In the event the Contractor's performance under this agreement is delayed or interfered with arising out of or connected to the COVID19 pandemic, including but not limited to worker availability, government-mandated suspension of work or any other emergency action associated with protecting the health and safety of the workforce, which leads to a site closure, delay or suspension of the work, Contractor or any subcontractors hereby acknowledge their only remedy under this agreement is to request an extension of time for the performance of the unfinished work as herein provided; under no circumstances will Contractor or any subcontractors or vendors be entitled to any increase in the subcontract price or additional compensation for any alleged costs, expenses or damages as a consequence of such delays or interference, including but not limited to: i) General Condition Costs (e.g.: site clean-up, home and field office expenses, telecommunications equipment or use , and/or supervisory costs including but not limited to Project Manager, Project Engineer, Superintendent and Foremen, etc.), ii) escalation (increases in material costs, transportation charges or any alleged wage or salary increases) or iii) any alleged inefficiencies or loss of productivity. NOTE: The above examples are not intended to be an exhaustive list of all the alleged costs, expenses or damages excluded by this clause. It is offered only as an example of some costs within each category.

Owner shall review the Contractors request for delay and, if acceptable, shall extend the time of performance by Change Order for such reasonable time as the Owner, in its sole discretion, may determine.

By signing below, Contractor acknowledges receipt and acceptance of the terms and conditions herein

FASHION INSTITUTE OF TECNNOLOGY

**CONTRACTOR'S NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT I: EXECUTIVE ORDER 202.16**



## Department of Health

**ANDREW M. CUOMO**  
Governor

**HOWARD A. ZUCKER, M.D., J.D.**  
Commissioner

**SALLY DRESLIN, M.S., R.N.**  
Executive Deputy Commissioner

### **Interim Guidance on Executive Order 202.16 Requiring Face Coverings for Public and Private Employees Interacting with the Public During the COVID-19 Outbreak**

April 14, 2020

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#### **Background:**

In December 2019, a new respiratory disease called the novel coronavirus (COVID-19) was detected. COVID-19 is caused by a virus (SARS-CoV-2) that is part of a large family of viruses called coronaviruses. Recently, community-wide transmission of COVID-19 has occurred in the United States, including New York where the number of both confirmed and suspected cases is increasing. To reduce the community-wide transmission of COVID-19, Governor Andrew M. Cuomo has taken aggressive action through [Executive Order 202](#), as amended, to combat the spread of this infectious disease, reducing the density of people in areas of common congregation by closing the in-person operations of non-essential businesses and prohibiting all non-essential gatherings of individuals of any size for any reason.

#### **Executive Order:**

[Executive Order 202.16](#), issued on April 12, 2020, provides the following directive:

*For all essential businesses or entities, any employees who are present in the workplace shall be provided and shall wear face coverings when in direct contact with customers or members of the public. Businesses must provide, at their expense, such face coverings for their employees. This provision may be enforced by local governments or local law enforcement as if it were an order pursuant to section 12 or 12-b of the Public Health Law. This requirement shall be effective Wednesday, April 15 at 8 p.m.*

#### **Guidance:**

Essential businesses, as well as state and local government agencies and authorities, must procure, fashion, or otherwise obtain face coverings and provide such coverings to employees who directly interact with the public during the course of their work at no-cost to the employee.

- Businesses are deemed essential by the Empire State Development Corporation (ESD), pursuant to the authority provided in Executive Order 202.6. Please visit the [ESD website](#) for specific information on essential businesses. For the purpose of this guidance, essential businesses shall also provide face coverings to contractors, including independent contractors.
- Face coverings include, but are not limited to, cloth (e.g. homemade sewn, quick cut, bandana), surgical masks, N-95 respirators, and face shields. Please visit the Centers for Disease Control and Prevention's "Coronavirus Disease 2019 (COVID-19)" [website](#) for [information](#) on cloth face covers and other types of personal protective equipment (PPE), as well as instructions on use and cleaning.

- Direct interaction with the public shall be determined by the employer, but, at a minimum, shall include any employee who is routinely within close contact (i.e. six feet or less) with members of the public, including but not limited to customers or clients.
- Employees are allowed to use their own face coverings, but shall not be mandated to do so by their employer. *Further, this guidance shall not prevent employees from wearing more protective coverings (e.g. surgical masks, N-95 respirators, or face shields) if the individual is already in possession of such PPE, or if the employer otherwise requires employees to wear more protective PPE due to the nature of their work (e.g. healthcare).*
- Employees are required to wear face coverings when in direct contact with members of the public, except where doing so would inhibit or otherwise impair the employee's health. *Employers are prohibited from requesting or requiring medical or other documentation from an employee who declines to wear a face covering due to a medical or other health condition that prevents such usage.*
- Employees who are unable to wear face coverings and are susceptible to COVID-19 based on the "Matilda's Law" criteria (i.e. individuals who are 70 years of age or older, individuals with compromised immune systems, and individuals with underlying illnesses) should consult with their employer to consider [reasonable accommodations](#), including but not limited to different PPE, alternate work location, or alternate work assignment with fewer interactions with the public. Employers should work with their employees to see if they can be accommodated to ensure the employee can continue to deliver essential services in the safest manner possible.
- If an employer is unable to procure, fashion, or otherwise obtain face coverings for their employees, they may consult with their local office of emergency management to determine if extra supplies exist within the municipality for this purpose and, if so, they may submit a request for face coverings. Please note that quantities are extremely limited and are prioritized for health care workers and first responders. *Not being able to source face coverings does not relieve an employer's obligation to provide such face coverings to their employees.*
- Nothing in this guidance shall supercede the respiratory protection equipment requirements set forth by the United States Department of Labor's Occupational Safety and Health Administration (OSHA).

**Additional Information:**

New York State Coronavirus (COVID-19) Website

<https://coronavirus.health.ny.gov/>

United States Centers for Disease Control and Prevention Coronavirus (COVID-19) Website

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **APPENDIXES**

- APPENDIX A – Laundry Room Locations**
- APPENDIX B – Performance Bond**
- APPENDIX C – Pricing**
- APPENDIX D – Standard Contract Clauses**
- APPENDIX E – Contractor’s Proposal**

**APPENDIX A**

**LAUNDRY ROOM LOCATIONS**

**APPENDIX B**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, and [name of **Surety**] as Surety, are held and firmly bound to the Fashion Institute of Technology or to its successors and assigns in the penal sum of [amount of bond in words] (\$ number ) Dollars, lawful money of the United States, for the payment of which sum of money well and truly to be made, the Principal and Surety do each bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to enter, or has entered, into a Contract in writing with College for Vending Machine Services, which Contract is annexed to and hereby made a part of this bond as though herein set forth in full.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, its executors, administrators, successors or assigns, well and faithfully performs the Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and fully indemnifies and saves harmless College from all costs and damage which it may suffer by reason of failure so to do, and fully reimburses and repays College for all outlay and expense which College may incur in making good any such default, and protects College against, and pays any and all amounts, damages, costs and judgments which may or will be recovered against said College or its officers, agents or employees or which the said College may be called upon to pay to any person or Contractor by reason of any damages arising or growing out of the performance of the Contract, or the manner of doing the same, or the neglect of the Principal, or its officers, agents or employees, or the improper performance of the Contract by the Principal, or its officers, agents or employees, then this obligation will be null and void, otherwise to remain in full force and effect and the Surety shall fulfill its obligations under the Bond upon notice pursuant to the following paragraph.

The Surety, for value received, hereby stipulates and agrees, if requested so to do by College, to fully perform and complete the Contract, pursuant to the terms, conditions, and covenants thereof (including without limitation the payment of any sums due College by Principal), if for any cause, the Principal fails or neglects to so fully perform and complete the Contract. The Surety further agrees to commence such performance within twenty (20) Days after written notice thereof from College and to complete such performance within such time as College may fix, provided however, that if Contract is a service contract then and until the Surety commences to perform or render the service, College may immediately employ others to perform such service without impairing or affecting the obligation of the Surety and the Bond and the Surety must fully reimburse and repay College for all outlay and expense incurred therefore. Any replacement Contractor engaged by Surety to complete the Contract is subject to approval of College.

The Surety for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its Bond will be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any moneys due or to become due thereunder; and the Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees will have the same effect as to the Surety as though done or omitted to be done by or in relation to the Principal.

IN WITNESS WHEREOF, each of the Principal and the Surety have signed this Performance Bond, or caused it to be signed by its duly authorized officer this \_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL (Seal)

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

SURETY (Seal)

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title





**APPENDIX C**

**PRICING FOR LAUNDRY MACHINES**

**APPENDIX D****STANDARD CONTRACT CLAUSES**

The parties to the attached Contract, license, lease, amendment or other agreement of any kind (hereinafter, "the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than College, whether a Contractor, licensor, licensee, lessor, lessee or any other party):

1. **WORKERS' COMPENSATION BENEFITS.** This Contract shall be void and of no force and effect unless 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.
2. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its Subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Article 9 of the Labor Law, then Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50.00 per person per day for any violation of the previous two sentences as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
3. **WAGE AND HOURS PROVISIONS.** If this is a contract for the construction, alteration, or repair of any public building or public work, or a building service contract as defined by Article 9 of the Labor Law, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days permitted by the Labor Law. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
4. **NON-COLLUSIVE BIDDING REQUIREMENT.** If this Contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to Contractor a non-collusive bidding certification on Contractor's behalf.
5. **INTERNATIONAL BOYCOTT PROHIBITION.** If this Contract exceeds \$5,000, Contractor agrees, as a material condition of the Contract, that neither Contractor nor any substantially owned or affiliated person, firm, partnership or Contractor has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USCA Section 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment or modification thereto shall be rendered forfeit and void. Contractor shall so notify Contractor within five (5) business days of such conviction, determination or disposition of appeal.
6. **RECORDS.** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. Contractor or its authorized representative shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect Contractor's right to discovery in any pending or future litigation.

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. If this Contract is: a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby Contractor is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to Contractor or b) a written agreement in excess of \$100,000.00 whereby Contractor is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, then the following shall apply and by signing this Contract Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

i) Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;

ii) at the request of Contractor, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of Contractor's obligations herein; and

iii) Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Contractor contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "i," "ii," and "iii" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of Contractor. This obligation does not apply to: a) work, goods or services unrelated to this Contract; or b) employment outside New York State. Contractor shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. Contractor shall determine whether the imposition of the requirements of the provisions hereof duplicates or conflicts with any such federal law and if such duplication or conflict exists, Contractor shall waive the applicability this section to the extent of such duplication or conflict.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix, the terms of this Appendix shall control.

9. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), Contractor hereby stipulates that Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

10. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

June 2011

**APPENDIX E**

**CONTRACTOR'S PROPOSAL**