

**PURCHASE COLLEGE, STATE UNIVERSITY OF NEW YORK  
on behalf of the PURCHASE COLLEGE ASSOCIATION, INC.  
REQUEST FOR PROPOSALS (RFP) ASC- (121815)**

RFP Number  
ASC- (121815)

Dated  
December 18, 2015

Description  
Laundry Equipment & Service of machines

Contract Term (07/01/2016 through 06/30/2021)  
Five (5) years, with an option to renew for one (1) additional five (5) year period beginning on or about July 1 2016

Calendar of Events - Procurement Timetable

Release of RFP.....December 18, 2015  
Pre-Bid Meeting..... January 12, 2016 / 1:00 PM  
Question Period..... January 13-19, 2016 / COB  
Answers to Questions ..... January 26, 2016  
Proposal Due Date/Time.....February 11, 2016/ 1:00 PM  
Anticipated Awardee Notification .....March 1, 2016  
Vendor De-Briefing .....upon request after notice of award  
Anticipated Contract Commencement ..... July 1, 2016

Location of Service  
Purchase College  
State University of New York  
735 Anderson Hill Road  
Purchase, New York 10577

Designated Contacts

For New York State/SUNY administrative policy/procedure:  
Nikolaus D. Lentner  
Director of Purchasing & Accounts Payable  
telephone 914-251-6070  
fax 914-251-6075  
email [L@purchase.edu](mailto:L@purchase.edu)  
or

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Current Laundry Locations.....	Attachment 1
Scorecard.....	Attachment 2
Submission Form–Bid Proposer Info .....	Attachment 3

James A. Mwaura  
Associate Director of Purchasing & Accounts Payable  
Telephone 914-250-6089  
Email [james.mwaura@purchase.edu](mailto:james.mwaura@purchase.edu)

For technical information & clarification of detailed specifications:  
Patrick Savolskis  
Executive Director, Purchase College Association, Inc.  
telephone 914-251-6990  
fax 914-251-7913  
email [patrick.savolskis@purchase.edu](mailto:patrick.savolskis@purchase.edu)  
*and*

Christine Onderdonk  
Contract Administrator, Purchase College Association, Inc.  
telephone 914-251-6330  
fax 914-251-7913  
email [christine.underdonk@purchase.edu](mailto:christine.underdonk@purchase.edu)

Purchase College, State University of New York (SUNY) is located in Westchester County. It is a public institution that was founded in 1967 and is situated on 550 acres. There are approximately 4,200 students and 350 full-time faculty and staff. The diverse student population is comprised of African American, Asian American, Caucasian, Hispanic American, Native American and International students. Through this diversity, the College prepares its graduates to serve the workforce through character and leadership. Purchase College, SUNY on behalf of the Purchase College Association, Inc. (PCA), extends to bidders an invitation to submit bid proposals for providing campus laundry machines and service for machines.

**PART I: GENERAL STANDARD INFORMATION AND INSTRUCTIONS**

A. Request for Proposal (RFP)

SUNY Purchase College and the PCA are dedicated to environmentally sustainable practices. In an effort to conserve resources and reduce waste, the RFP will only be available electronically in PDF format at the following website: <http://www.purchase.edu/purchasemeansbusiness> (and click Current Procurement Opportunities).

**B. Proposal Submission**

When submitting a Proposal, you must:

1. Prepare a clearly readable document. Attach all required information.
2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
3. **Sign the Proposal.** By signing you indicate full knowledge and acceptance of this Request for Proposal (RFP) . The Proposal must be completed in the name of the proposer, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. **Submit four (4) complete bound proposals and one electronic copy (on CD or jump drive), one of the bound proposals must have original signatures.** Proposals should be sealed and submitted as specified in Part II. Proposals are to be addressed to:

Nikolaus D. Lentner, Director  
Purchasing & Accounts Payable Office  
State University of New York  
Purchase College  
735 Anderson Hill Road  
Purchase, NY 10577-1402

5. Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. Offerers mailing their Proposals must allow sufficient time to ensure receipt of their Proposals by the time specified. Offerers are cautioned that, although using a trackable mailing/courier/messenger service, Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. While Proposals may be signed for by Purchase College Mail Operations personnel prior to the due date and time, this does not guarantee that the Purchasing & Accounts Payable Office will receive the Proposal by the Proposal due time. No Proposal will be considered that is not physically received in the Purchasing & Accounts Payable Office by the Proposal due date and time. Electronically transmitted Proposals will **NOT** be accepted.

**C. Pre-Bid Proposal Meeting**

There will be a Pre-Bid Proposal vendor meeting on the date and time indicated on page 1 in the Calendar of Events - Procurement Timetable in the Red Room (first floor) of the Student Services Building, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, New York 10577.

For directions to Purchase College, see <http://www.purchase.edu/AboutPurchase/VisitorsGuide/Directions/>

For a campus map, see <http://www.purchase.edu/sharedmedia/admissions/campus%20map.pdf>

Please contact the following to confirm attendance and location of the Pre-Bid Proposal Meeting:

James Quinlan.....tel 914-251-6946.....email [james.quinlan@purchase.edu](mailto:james.quinlan@purchase.edu)

Christine Onderdonk...tel 914-251-6330.....email [christine.underdonk@purchase.edu](mailto:christine.underdonk@purchase.edu)

**D. Question Period**

The RFP will allow for a question period as indicated on page 1 in the Calendar of Events/Procurement Timetable. All questions must be submitted in writing, citing the RFP page, section and paragraph numbers where applicable. All questions must be EMAILED to arrive no later than the Close of Business on the date indicated, and should be directed to email [patrick.savolskis@purchase.edu](mailto:patrick.savolskis@purchase.edu). Questions received after the closing date for inquiries will not be answered. Only written answers are official. All questions and answers will be issued as addenda to this RFP, and will be posted to <http://www.purchase.edu/purchasemeansbusiness> by the date indicated on page 1.

**E. Vendor De-Briefing Meeting**

Upon notification of the selection and award of a contract, unsuccessful vendors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Request for Proposals. Request for debriefing by an unsuccessful bidder should be made within thirty (30) days after the award of the contract.

**F. Affirmative Action Policy**

New York State Executive Order No. 6, regarding equal employment opportunities states:

*It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service*

*to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of state government.*

In keeping with this policy, PCA mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Offerer regarding compliance with the State's Affirmative Action policy. Accordingly, an Offerer's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

G. Minority and Women-owned Business Enterprises

It is the practice of the PCA to take affirmative action to ensure that minority and women-owned business enterprises are given the opportunity to demonstrate their ability to provide goods and services at competitive prices.

**GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION:** For all State Contracts in excess of \$25,000.00 whereby each SUNY campus is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby Purchase College is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of **Fifteen percent (15%)** for certified Minority-Owned Business Enterprises and **Fifteen percent (15%)** for certified Women-Owned Business Enterprises.

H. Gramm-Leach-Bliley Act

In performing this contract contractor will receive, maintain process or otherwise will have access to confidential information on students and/or customers of the PCA . Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314.2), you must implement and maintain a written Information Security Program in order to protect such customer information. Customer information is defined in relevant part under the Safeguards Rule as "any record containing nonpublic personal information as defined in 16 CFR §313(n)" (the FTC's Privacy Rule) "about a customer of a financial institution, whether in paper, electronic or other form" (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

The safeguards that contractor implements under the Program must comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives enunciated in 16 CFR §314.3, namely to: 1) insure the security and confidentiality of student and/or campus customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records; and 3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer.

I. Proposal Confidentiality

All Proposals submitted for PCA consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offerer believes that any information in its Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offerer shall submit with its Proposal a separate letter addressed to: Nikolaus D. Lentner, *Records Access Officer, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offerer to submit such a letter with its Proposal identifying trade secrets will constitute a waiver by the Offerer of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Offerer may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Proposal be kept confidential is not advisable since a Proposal cannot reasonably consist of all data subject to FOIL proprietary status.

J. Sustainable Procurement

It is expected that Contractor will support the purchase of products that will minimize any negative environmental impacts of the contract. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, including packaging and transportation products and methods.

The successful vendor shall comply, when applicable, with the policy of the State of New York and the State University of New York that all purchases shall incorporate sustainable procurement policies and practices.

In accordance with the provisions of Section 165(3) of the State Finance Law:

The State University of New York is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the State Department of Environmental Conservation in development of that agency's Recycling Emblems Program. If the cost of a recycled product does not exceed the cost of a product made without recycled content by 10% (or 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

K. Omnibus Procurement Act of 1992

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from: NYS Empire State Development, 625 Broadway, Albany, New York 12207, email [esd@empire.state.ny.us](mailto:esd@empire.state.ny.us), website <http://www.empire.state.ny.us/>.

L. Restrictions on the Activities of Current and Former State Officers and Employees

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth in Paragraphs 73 and 74 of the Public Officers Law, and the underlying principle of the law is to prevent conflicts of interest, and encourage ethical behavior. The law may be found on the following web site: <http://www.jcope.ny.gov/law/ethics.html>.

While the two most relevant paragraphs of law are contained below, any questions relating to interpretation of the Public Officers Law should be directed to the Ethics Commission at (518) 432-8207 or (800) 873-8442 {(800) 87-ETHIC}.

Public Officers Law Paragraph 73(8)(a)(i) and (ii):

73. 8. (a) (i) No person who has served as a state officer or employee shall within a period of two years after the termination of such service or employment appear or practice before such state agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation or association in relation to any case, proceeding or application or other matter before such agency.

73. 8. (a) (ii) No person who has served as a state officer or employee shall after the termination of such service or employment appear, practice, communicate or otherwise render services before any state agency or receive compensation for any such services rendered by such former officer or employee on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction with respect to which such person was directly concerned and in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration. Former State employees may be retained by a Contractor under contract with a state agency, after he or she leaves State service, provided that they are not placed back at their former agency during their two year postemployment period or engaged in any other activities that would violate the lifetime bar provision of Public Officers Law Paragraph 73(8)(a)(ii). An individual who, following a hearing, is found to have knowingly and intentionally violated the provisions of Public Officers Law Paragraph 73(8)(a)(i) may be subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000.00) for each violation.

M. Determination of Vendor Responsibility

PCA seeks contracts for services and commodities to be awarded on the basis of lowest price or best value "to a responsive and responsible offerer." PCA requires that prior to making a contract award, in the spirit of this law the PCA shall make a determination of responsibility of the proposed contractor.

1. PCA will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business.
2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by PCA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
3. PCA, at its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as PCA issues a written notice authorizing a resumption of performance of the Contract.
4. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate officials or staff, the Contract may be terminated by PCA at the Contractor's expense where the Contractor is determined by PCA to be non-responsible. In such event, PCA may complete the contractual requirements in any manner it deems advisable and pursue available or equitable remedies for breach.

N. Sales and Compensating Use Tax Documentation

Pursuant to New York State Tax Law Section 5-a (Chapter 60, Part N, Laws of 2004, and amended Chapter 62, Part L, Laws of 2006), for procurements of \$100,000 and greater, a completed Contractor Certification form ST-220-CA must be collected from Contractors. (Contractors must also forward a completed form ST-220-TD to the NYS Tax Department.) The link to obtain the blank form ST-220-CA is: [http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)

O. State Finance Law §§ 139-j and 139-k

1. a. Prior to approval by PCA, , of the contract for which this solicitation has been issued, an Offerer shall not communicate with PCA or Purchase College other than with the persons identified in this solicitation as Designated Contacts, or with a person who the Designated Contacts has advised the Offerer is also a Designated Contact.
- b. **The Designated Contacts for this RFP are identified on page 1 of this RFP.**

Policy and Procedure of the State University of New York

PCA follows the spirit of State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2011, regulate lobbying , to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a "Contact") which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the "restricted period" (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at PCA other than the person designated in this solicitation as PCA Designated Contact, nor attempt to unduly influence award of the contract. PCA will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

2. Each Offerer shall submit with its Proposal written disclosure as to whether the Offerer has been determined to be non-responsible within the previous four years by reason of having violated NY State Finance Law § 139-j or having intentionally provided false or incomplete information to a Governmental Entity with respect to its compliance with NY State Finance Law §139-j; and certification that the Offerer has provided accurate and complete information with respect to the Offerer's compliance with NY State Finance Law §§ 139-j and 139-k within the previous four years. Please see form C: [http://www.suny.edu/sunyp/ documents.cfm?doc\\_id=283](http://www.suny.edu/sunyp/ documents.cfm?doc_id=283)

P. Diesel Emissions Reduction Act of 2006 (the "Act")

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by the Contractor, its Agents or Subcontractors under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Fuel ("ULSD"), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of the Contractor. Annually, but no later than March 1st, the Contractor shall complete and submit directly to the State University of New York ("SUNY"), via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms at the Department of Environmental Conservation ("DEC") website: <http://www.dec.ny.gov/chemical/4754.html> for heavy duty vehicles used in the performance of this Contract for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, the Contractor and Subcontractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23."

Q. Information Security Breach and Notification Act

Contractor shall comply with the provision of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

R. Iranian Divestment Act of 2012

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

The successful Bidder (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on the contract to be awarded pursuant to this RFP any subcontractor that is identified on the prohibited entities list. Additionally, the successful Bidder agrees that after the list is posted on the OGS website, should it seek to renew the Contract, it will be required to certify at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

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

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

S. Indemnification

The Successful Offerer shall hold harmless and indemnify Purchase College Association, Purchase College, the State University of New York and the State of New York, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Offerer, any affiliate, or any person or entity engaged by the Successful Offerer as an expert, consultant, independent contractor, subcontractor, employee or agent.

T. Workers Compensation Insurance & Disability Benefits Coverage

All employees in the hire of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the Purchase College premises. Prior to commencement of work, proof of coverage of Workers Compensation Insurance and of Disability Benefits Coverage will be required to be submitted. For further information, see <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>.

U. Liability

The Successful Offerer will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Offerer will impose any liability or duty whatsoever on the Purchase College Association Inc., Purchase College and/or the State University of New York including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

V. Liability Insurance

Prior to the commencement of work, the Successful Offerer will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof, from an insurance company authorized to do business in the State of New York with a combined liability insurance policy with limits no less than Three Million Dollars (\$3,000,000) per individual for bodily injury and no less than Five Million Dollars (\$5,000,000) for property damage. If automobile equipment is used in the operation, Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per individual for Bodily Injury, and Two Hundred Fifty Thousand (\$250,000) per occurrence for property damage; or combined single limit of One Million Dollars (\$1,000,000).

One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage and not less than Two Million Dollars (2,000,000) aggregate. Comprehensive Automobile Liability with limits not less than One Million Dollars (1,000,000) combined single limit for bodily injury and property damage. Umbrella Liability extending over both the general liability and automobile liability with limits not less than Five Million Dollars (5,000,000). Statutory Workers' Compensation Coverage.

Such policies shall name PURCHASE COLLEGE ASSOCIATION, INC., and co-name PURCHASE COLLEGE, the STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK as additional insured on a primary and non-contributory basis. (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate Purchase College Association, Inc. as the loss payee. The policy shall contain a provision that Purchase College Association, Inc. shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy. Each policy of insurance shall contain the following endorsement: "It is understood and agreed that the insurance company shall notify the Purchase College Association Inc. in writing thirty days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy."

The certificates of such insurance should be delivered to: Executive Director of Purchase Collegeg Assocation Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402. Contractor will be responsible to submit updated certificates throughout the duration of the contract term. When possible please send certificates electronically or via fax. Each Certificate must include the specific Contract number and the name of the Contract Officer. Contractor is required to obtain any permits, insurance, bonds, etc., normally required for his/her business and employees.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to The State University of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

W. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) Purchase College's RFP on behalf of PCA; (2) the Successful Offerer's Proposal.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) the Agreement; (2) this RFP; and (3) the Successful Offerer's Proposal.
3. Any terms that 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.
4. The resulting agreement shall be binding upon its execution by both parties  
  
The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties
5. The relationship of the Successful Offerer to PCA shall be that of independent prime contractor.
6. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
7. Proposed prices should reflect all discounts including educational discounts. Price reductions are encouraged and acceptable at any time during the contract period.
8. The submission of a Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 180 days after the deadline for Proposal submission and will continue thereafter until the Successful Offerer notifies PCA otherwise, in writing. Such deadline may be further extended by mutual agreement.
9. In the event Successful Offerer uses partners, subcontracts or subcontractors, the Successful Offerer will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this RFP. For the resulting agreement, the Successful Offerer will be the prime contractor.
10. Neither PCA nor Purchase College will be liable for any costs associated with the preparation, transmittal, or presentation of any Proposals or materials submitted in response to this RFP or the costs of any services performed prior to receiving approval of the agreement from New York State. All Proposals and materials submitted in conjunction with Proposals shall become the property of PCA for use as deemed appropriate, respecting all copyrights.
11. PCA will be the interpreter of all contract documents and make the final determination of the intent and meaning of all contract documents including the vendor's bid proposal. PCA shall be the determinant and make the final determination.
12. This RFP and the resulting contract shall be governed by the Laws of the State of New York.
13. Public announcements or news releases regarding this RFP or any subsequent award of a contract must not be made by any Offerer without the prior written approval of PCA.
14. The Successful Offerer(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offerer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
15. Any firm or individual that participated in the development or preparation of this RFP is not eligible for award of the resulting contract.

X. PCA has the right to:

1. Reject any and all Proposals received in response to this RFP in part or entirely.
2. To terminate any resulting contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, PCA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past two (2) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and contact any or all references.
5. Waive requirements or amend this RFP upon notification to all Offerers. Mandatory requirements may be eliminated if unmet by all Offerers.
6. Adjust or correct cost or cost figures with the concurrence of the Offerer if mathematical or typographical errors exist.
7. Negotiate with Offerers responding to this RFP within the requirements necessary to serve the best interests of PCA.
8. PCA reserves the right to change any dates specified for the review and selection process.
9. Begin contract negotiations with another Offerer in order to serve the best interests of PCA should PCA be unsuccessful in negotiating a contract with the Successful Offerer within an acceptable time frame.
10. Request clarifications from Offerers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Offerers determined to be susceptible to being selected for contract award, prior to award.
11. Termination without cause: Either party may terminate the resulting contract by giving ninety (90) days written notice to the other party.
12. Waive minor irregularities.
13. PCA reserves the right to modify or amend the requirements of this RFP after its release. All vendors will receive written notification of any modifications to the requirements of this RFP. If any modifications make compliance with the original Procurement Timetable impractical, the PCA will adjust the timetable accordingly.
14. Vendors who submit a Proposal in response to the RFP may be required to give an oral presentation to representatives of PCA and/or allow a site visit to the main or branch office. The site visit may include a demonstration of on-line inquiry access services. This shall provide an opportunity for the Vendor to clarify or elaborate on the Proposal, but shall in no way change the original Proposal. PCA shall schedule the time and location.
15. The successful vendor will be notified by PCA by telephone and confirmed by letter.
16. By submitting a Proposal, the vendor agrees that she/he will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
17. Vendors may be requested to provide evidence that the award of an Agreement will not result in a conflict of interest with regard either to other work performed by the vendor or to potential conflict of interest among vendor staff.
18. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Proposal.
19. PCA reserves the right to reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
20. Subcontractors
  - Except for vendors designated by the PCA, the vendor must, in their Proposal response, indicate the name and address of all proposed subcontractors. This statement must contain a description of the portion of the work which the proposed subcontractors are to perform/provide and any information tending to prove that the proposed subcontractors have the necessary skill, experience and financial resources to provide the service in accordance with the RFP.



- The vendor shall have sole responsibility to the PCA for the acts or defaults of said subcontractors, of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the vendor to the extent of its subcontract.
- The vendor shall execute with each of its subcontracts and shall require all subcontracts to execute a written agreement which shall bind the latter to the terms and provisions of this Request for Proposals insofar as such terms and provisions are applicable to the work to be performed by such subcontractors.

## PART II: DETAILED SPECIFICATIONS

### A. Scope of Services

Purchase College, SUNY on behalf of the Purchase College Association (PCA) is soliciting exclusive proposals for one vendor to furnish laundry equipment and maintenance services for installed equipment for all on campus housing. List of current equipment is shown in Attachment 1. College is planning to open a new 310 bed residence hall in August of 2017. Except for Alumni Village all equipment located in centralized laundry rooms.

As part of this bid the PCA is looking for pricing for an “all on” service. The PCA would pay an annual or bi-annual fee to the vendor to have the machines on for “free use”.

The PCA encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the PCA’s needs.

It is anticipated that the contract will be for a five (5) year term beginning on 7/1/2016 with one (1) five (5) year extension by mutual agreement.

### 1. Program Specifications

#### A. Equipment specifications:

- (1) All equipment will be no less than 2 years old with number of machines necessary to meet the volume, feature, quality and accessibility needs of the College. The proposed machines must be provided with the response and include manufacture name and Energy Star Rating information.
- (2) Washers in all locations except for Alumni Village are to be front load, commercial quality, high speed (extract at a minimum of 1,000 rpm’s to reduce drying time); computerized washers and dryers (interact with user, self-diagnostic for fast service in order to provide total accountability).
- (3) The vendor should be capable of providing heavy duty (30 lb minimum) washers and dryers in areas appropriate and where installation requirements can be met.
- (4) An average user to washer/dryer ratio of approximately 45 students should be followed for all facilities.
- (5) Washers and dryers must be commercial grade, heavy-duty models and must Underwriter Laboratory (UL) rated and labeled with water and energy consumption requirements.
- (6) Machines should have digital read out that displays cycle length and time remaining in cycle.
- (7) Equipment should include multiple temperature and fabric settings, as well as digital display washers and dryers that are simple to operate.
- (8) Equipment must be ADA compliant.
- (9) In response Vendor will indicate if contract is extended to another 5 year term vendor will indicate its schedule for upgrade of equipment.
- (10) Currently there is no natural gas feed to the laundry rooms except for Outback, all other equipment must be electric.
- (11) Utilities will be provided by PCA.
- (12) The College will be responsible for daily housekeeping in the laundry room area, including the cleaning of walls, floors, windows, doors, and other surfaces, including the laundry machines.
- (13) The College will be responsible for the removal of trash and rubbish from the laundry room areas.
- (14) The College will be responsible for pest control services.
- (15) The College will take reasonable precaution for the security of the machines.
- (16) Alumni Village requires one washer dryer combo for each apartment. Equipment should be similar to the rest of campus but given space limitations PCA will consider alternate equipment. Measurements of the space equipment needs to fit are indicated in Attachment 1.
- (17) Vendor will supply schedule of equipment installation to commence on or around 7/1/2016 and to be completed within one week of commencement of installation.
- (18) Vendor will provide painting for all common laundry rooms at commencement of contract with paint type/color and work schedule approved by PCA.
- (19) Final selection of equipment will be subject to PCA approval.

#### B. Service/Staff

- (1) Service personnel should visit SUNY Purchase at least twice per week to inspect laundry equipment, connections to utilities and inform the PCA when they are on campus and when they leave campus.
- (2) The vendor shall maintain an inventory of laundry equipment parts and connection supplies for immediate repairs.
- (3) Routine maintenance and service shall be provided within three business day of request being submitted. This can be done by phone, web or mobile application. Details on these on line services to be included with bid.
- (4) Vendor will provide at its own cost an on line system that shows status of machines (in use, open, out of order, etc.) that students and community members can access. Vendor will comply with all College IT requirements for any Vendor IT equipment on campus. Details of this system will be included in proposal.

- (5) Operational instructions and instructions on how to submit maintenance requests that shall be conspicuously and attractively posted in each laundry room, with approval of PCA.
- (6) Preventative maintenance on laundry equipment and connections to utilities shall take place each January and July. Preventative Maintenance shall be scheduled in advance between the vendor and the PCA.
- (7) Vendor will provide PCA monthly reports on all service request and their status (open, completed, waiting for parts, etc.)

C. Pricing

Vendor will submit pricing for the “all on” laundry contract inclusive for all services. Including pricing to equip new residence hall.

D. Support PCA/College’s sustainability initiatives.

- (1) Provide details of your company’s commitment to sustainability, the environment and stewardship of natural resources.
- (2) Provide details of any programs your company offers to promote sustainability, the environment and stewardship of natural resources to consumers.

E. Agree to the following Discrimination Clause:

- (1) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex, age, physical disability or national origin.

B. Bidder Qualifications

Evidence of the following must be provided to the PCA in the proposals. If the Bidder is unable to provide required information, Bidder must state reason for the inability to comply.

1. Provide your company name(s); Business address; Business Phone number; Business fax number.
2. Form of business: Describe the form of business under which the company operates e.g.: Sole Proprietor, Partnership, Corporation etc.
3. List the key contacts: List names, titles, number of years of experience in the industry email addresses, and phone numbers of the company representatives who will be assigned responsibility for servicing the college.
4. Include the date and locations of the company’s incorporation, and years in the laundry business.
5. Provide a copy of the company’s audited financial statements or annual report for the previous two years.
6. Prior successful experience as a laundry service company of a college and/or university in the New York metro area is a preferred. Proposals should include a list of the bidder’s laundry service accounts comparable to Purchase College, SUNY.
7. Submit a list of accounts in the Metropolitan New York Area (New York, New Jersey, and Connecticut) lost during the last three years. Indicate the reason for each lost account.
8. Provide a reference list of at least five clients, two years minimum duration. If possible these references should be of similar size and scope to Purchase College, SUNY in terms of service. The PCA reserves the right to contact these clients and/or visit locations to inspect the laundry services provided.
9. Provide copies of all federal, state and local permits, licenses and certificates required to perform the requested services in Westchester County, in the State of New York.
10. Ability to work cooperatively with the PCA and the college.
11. Ability to be fully operational on 7/1/2016.

The PCA will investigate the financial status, technical experience, past record, and any other information about the bidder deemed pertinent.

C. Guidelines for Bidder’s Proposal

1. Proposals should be prepared simply with emphasis on completeness and clarity of content. Proposals shall be signed by an authorized representative of the bidder, and all information requested must be submitted by the established deadline. Four copies of each proposal and one electronic copy (on CD or jump drive), are required to be sent to the Purchase & Accounts Payable office. Proposals should be bound in a single volume.
2. Bidders are encouraged to include enhancements to the existing program and offer creative and imaginative services which shall be incorporated into the contract. Proposals shall be construed to be in full and complete compliance with the terms, conditions, provisions, guidelines and specifications of this RFP unless the bidder clearly describes any deviation from the RFP.

3. The PCA requests the following minimum information be contained in the bidder’s proposal:
  - a) Complete bidder information, describing the size, scope of operations, and other pertinent information the bidder may wish to share with the PCA that would enable the evaluation of the bidder’s capability.
  - b) Detail proposed management and employee structure. Include number of employees needed (head count and man hours). Enclose organization chart.

D. Evaluation of Proposals/Method of Award

1. Evaluation Committee  
Proposals will be reviewed and evaluated by a committee of 3 to 5 PCA and Purchase College staff and students.
2. The following criteria will be used in evaluating the bidders’ proposal, as well as the estimated weight of each criterion:

55%	Cost of Laundry Service to the PCA
20%	Maintenance Program
10%	Proposed equipment
10%	Experience in operating a collegiate laundry service
5%	Completeness of proposal/details

See Attachment 2 for score sheet.

The responsive and ‘responsible’ bidder earning the highest composite score will be awarded the contract.

3. The PCA reserves the right to reject any or all proposals, and is not limited to the evaluation criteria listed in this RFP. Award of a contract is dependent on the signing of a mutually agreeable contract, and should the parties fail to agree upon such a contract, the PCA in its sole discretion may cancel negotiations with the first selected bidder and negotiate with other bidders as necessary.
4. No negotiation decision or actions shall be executed by any bidder as a result of any oral discussion or agreements with any PCA employee or PCA consultant. Only those transactions that are in writing shall be considered valid. Likewise, the PCA shall only consider communications from bidders that are signed and in writing.
5. The bidder is responsible for all costs of proposals.
6. To help the PCA evaluation committee evaluate the proposals each of the bidders may be asked to perform a presentation before the bid is awarded.
7. All information received in response to this RFP shall become property of the PCA. This information will be treated in a confidential manner.
8. An award will be made to the proposal receiving the highest composite score and is from a responsive and responsible bidder.

E. Accounting, Statements, and Audits

1. The bidder shall maintain complete and accurate records of all equipment and repairs in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at Purchase College, SUNY for a period of three years from the close of each year’s operation.
2. The winning bidder shall furnish the PCA with an annual or bi-annual bill for the campus laundry service

F. Miscellaneous

1. Legal title and ownership of any and all equipment furnished by the bidder shall at all times be vested by the bidder or its assignees.
2. The contract between the winning bidder and the PCA may not be assigned in any manner or transferred without the express written consent of the PCA.

3. The signed contract will be subject to quarterly performance evaluations. These evaluations shall be used to assess the winning bidder's performance in accordance with the terms and conditions of the winning bidder's contract. Performance concerns, if any, shall be addressed by the PCA and evaluation results may be considered in determining the winning bidder's responsibility and continuation of the contract.
4. The PCA reserves the right to accept or reject all or any part of all submitted proposals. Final evaluation will be the responsibility of the PCA and will not necessarily be based on the highest commission. All factors which are pertinent to the laundry program will be relevant in making the final decision.
5. All proposals must include the enclosed Bid Form and be marked "Sealed Proposal –Campus Laundry Service." **All proposals must be received by Thursday, February 11, 2016 at 1:00 p.m. EST.**

## Attachment 1

Room	Washer	Dryer
Campus Center North	2	2
Crossroads	20	20
Ft Awesome	10	10
G street	6	6
H street	6	6
K street	6	6
Outback-only building with natural gas service	5	5
P street	6	6
Alumni	101	101

### Alumni Village

#### 89 Single door apartments

Door Height 80  $\frac{3}{4}$  inches

Width 25  $\frac{3}{4}$  inches

Current Machine 71 inches tall  
24 inches wide  
26 inches deep

Inside closet space 78" to top of door entrance  
33" depth (from door entrance to back closet wall)  
29  $\frac{1}{2}$  inches side wall to side wall

4 inch exhaust pipe from dryer. Inside wall of closet contains the water and electric fixtures 3 inch gap from side wall to the side of the washer dryer combo.

#### 13 double door/ Handicap Apartments

Door Height 80  $\frac{3}{4}$  inches

Width 56 inches

Washer and dryer machines sit side by side. The measurements are as follows:

Current Washer machine Height 37 inches  
Width 27 inches  
Depth 27  $\frac{1}{4}$  inches

Current Dryer Height 37 inches  
Width 27 inches  
Depth 27  $\frac{1}{4}$  inches

Inner closet space measurements:

Side wall to side wall 61  $\frac{1}{4}$  inches

There are two depths inside the closet

Depth #1 34 inches has a width of 31 inches

Depth #2 29  $\frac{1}{4}$  inch has a width of 30  $\frac{1}{4}$  inches

## Attachment 2

RFP Evaluation Form – Laundry

Contractor: \_\_\_\_\_

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

Proposals will be evaluated on “best value” based on the evaluation criteria as stated below.

Factor	Weight
Cost of Laundry Service to the PCA	55%
Maintenance Program	20%
Proposed equipment	10%
Experience in operating a collegiate laundry service	10%
Completeness of proposal/details	5%

Points	Guidance
10	Specifications Addressed clearly and exceeded expectations
8-9	Specifications Addressed clearly matched to an excellent degree
6-7	Specifications Addressed clearly matched to a good degree
4-5	Specifications Addressed clearly matched satisfactory
2-3	Specifications Addressed clearly but criteria not matched satisfactory
0-1	Specifications Addressed clearly but are unclear
0	Program specifications not addressed in the proposal

10

Criteria	Possible Points	Score
Cost of Laundry Service to the PCA	<b>0</b>	<b>0</b>
Maintenance Program	<b>0</b>	<b>0</b>
Proposed equipment	<b>0</b>	<b>0</b>
Experience in operating a collegiate laundry service	<b>0</b>	<b>0</b>
Completeness of proposal/details	<b>0</b>	<b>0</b>
<b>Total Score</b>		

**Attachment 3**  
**Bid Proposer Information**

Required Submission Form

**YOU ARE INVITED TO SUBMIT A PROPOSAL TO FOR RFP - (ASC 121815).  
BID PROPOSERS MUST SUBMIT THE FOLLOWING:**

1. a) A completed Bid Proposer Information form (this page);  
b) State Finance Law §§ 139-j and 139-k Form B;  
c) State Finance Law §§ 139-j and 139-k and Form C;
2. Information as requested in Part II: Detailed Specifications.

**IF YOU ARE NOT SUBMITTING A PROPOSAL, PURCHASE COLLEGE REQUESTS THE FOLLOWING:**

1. Respond "No Proposal will be submitted" and state your reason(s).
2. Return only this page to the Issuing Office address on Page 1.

**BIDDERS PLEASE RESPOND TO THE FOLLOWING INQUIRIES AND/OR CERTIFICATIONS:**

1. Does your firm agree that all presentations and materials will be free from racial, religious, or sexual bias?  
YES: \_\_\_\_\_ NO: \_\_\_\_\_
2. Are you a New York State (NYS) resident business? YES: \_\_\_\_\_ NO: \_\_\_\_\_
3. Total number of people employed by firm: \_\_\_\_\_
4. Total number of people employed by firm in NYS: \_\_\_\_\_
5. Is your firm a NYS Minority-owned Business? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
NYS Certified? YES: \_\_\_\_\_ NO: \_\_\_\_\_
6. Is your firm a NYS Women-owned Business? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
NYS Certified? YES: \_\_\_\_\_ NO: \_\_\_\_\_
7. Please indicate if you or any officer of your organization, or any party owning or controlling more than 10 percent of your stock if you are a corporation, or any member if you are a firm or association, is an officer or employee of the State of New York or of a public benefit corporation of the State of New York. YES: \_\_\_\_\_ NO: \_\_\_\_\_
8. In accordance with State Finance Law §§ 139-j and 139-k, please certify that all information provided to Purchase College with respect to State Finance Law §§ 139-j and 139-k is complete, true and accurate.

FIRM'S TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FIRM REPRESENTATIVE - NAME / TITLE (printed) \_\_\_\_\_

FIRM REPRESENTATIVE SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_