

**REQUEST FOR PROPOSAL
NOTICE TO FIRMS
FASHION INSTITUTE OF TECHNOLOGY
DINING SERVICES OPERATIONS
RFP# C1712**

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, 15th Floor,
New York, NY 10001
(Tel: 212-217-3630)**

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

**“PROPOSAL FOR DINING SERVICES OPERATIONS TO BE OPENED ONLY BY
AUTHORIZED OFFICIAL” and “ATTENTION: SAM LI, 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
December 19, 2025 will be considered.**

SECTION ONE - PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date	October 6, 2025
Mandatory Site Visit	October 14, 2025 10:30 AM
Written questions may be submitted to the Purchasing Office via email to: Purchasingbids@fitnyc.edu . Answers will be provided to all firms in a timely manner.	
Last day for receipt of written questions	October 28, 2025, 3:00 PM
Proposal Due Date PM	December 19, 2025 on or before 1:00
Presentations/Interviews	Week of March 2, 2026
Selection of Vendor	Week of May 11, 2026
Commencement of Contract	July 1, 2026

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

II. INTRODUCTION & BACKGROUND

- 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 8,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students;
- B. FIT extends an invitation to submit proposals to establish a contract with a qualified firm to manage and operate Dining Services Operations. Proposer shall provide all labor and resources necessary to manage and operate College’s Dining Services program consisting of a dining hall, a Starbucks Café, Eats Café, FIT Express (grab n

go market), Faculty Dining Club, and non-exclusive, but preferred right to provide catering services for College and external events held on campus;

- C. Currently resident dining consists of one dining hall offering made to order options for breakfast, lunch, dinner and late night located in the Dubinsky Student Center. All retail outlets across campus offer some kind of meal exchange for students on residential and commuter dining plans. Convenience store type items are offered throughout the dining venues. All dining venues accept all forms of payment with no time restrictions. A Faculty Dining Club offers light and full lunch options;
- D. Meal plan models consist of block plans and all declining balance plans for resident students and students not required to be on a residential meal plan. College Dining Services utilizes “Tiger Bucks” as the declining balance program to be used only in dining locations under this Dining Services Operations Contract. College also offers “Fashion Express Dollars” to students and staff to make on-campus purchases at dining locations, the Campus Store, PrintFX lab, and more. These “Fashion Express Dollars” are currently not accepted off campus;
- E. Hours of operation for Dining Services vary from across the units. Dining meal periods consist of three per day, breakfast, lunch, and dinner, Monday through Friday, and two meal periods on Saturday and Sunday;
- F. Qualified and experienced proposer should submit a proposal that includes a proposed commission percentage return to the College;
- G. Contractors are required to submit a proposal that assumes no capital investment in facilities. Notwithstanding the forgoing, proposals should include conceptual plans and additional technology upgrades to support new concepts, access to food and/or speed of service;
- H. College shall not consider a cost-plus management fee Contract proposal nor operations which require extended term subsidy of Dining Services;
- I. Currently Dining Services offers a late-night option in the Dubinsky Student Center, Monday through Thursday, from 9 p.m. to 10:30 p.m. Proposers are required to submit two separate proposals: one that includes a late-night option and one that does not;
- J. Currently Dining Services includes a Faculty Dining Club in the Dubinsky Student Center, Monday through Thursday, from 11:30 a.m. to 2 p.m. Proposers are required to submit two separate proposals: one that includes a Faculty Dining Club and one that does not;

- K. College is seeking a nutritional, high quality, cost effective and innovative solution to the Dining Services needs of the College and its guests. These services must be provided in a manner that will enhance academic and student life programs. The College believes residential dining is the backbone of campus dining and must have high quality, meeting the needs of the residential students. The retail program should be enhanced, providing options and balance;
- L. A comprehensive social media and marketing strategy that integrates the Contractor with the College is vital to the growth of sales on campus. The program should engage the College community regularly and articulate solutions to the needs and concerns of students, faculty, staff and guests. We are encouraging aggressive marketing to maximize revenue, and the highest standard of excellence in quality and service, at a reasonable cost to students, faculty and staff;
- M. College is particularly interested in learning more about Proposer's use of virtual dining courts and/or ghost kitchens and leveraging of technology for mobile ordering, payments and speed of service as well as gathering real-time customer feedback that could be a value add to College's Dining Services Operations; and
- N. College is a party to an agreement with Liberty Coca-Cola Beverages LLC that governs the brands of non-alcoholic beverages sold at the College. The terms of this "pouring rights" contract take precedence over any conflicting terms in this Contract. Contractor must use only those products permitted by the pouring rights contract, or any successor to it, when providing Dining Services Operations.

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 two (2) 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 Proposer 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 December 19, 2025, to:

**Purchasing Office
FASHION INSTITUTE OF TECHNOLOGY
PURCHASING OFFICE
333 SEVENTH AVENUE, 15th FLOOR
NEW YORK, NY 10001
ATTENTION: SAM LI**

Envelopes should clearly be marked:

**Dining Services Operations
Request for Proposal No. C1712
Proposal Due Date and Time:
December 19, 2025 on or before 1:00 PM.**

- A. A mandatory campus visit will be held on October 14, 2025 at 10:30 AM at Kaufman Hall located at 406 W 31st Street, New York, NY 10001 (Between 9th and 10th Ave), afterwards we will head to the FIT main campus. Proposer shall attend the mandatory pre-bid meeting and site inspection. Failure to comply with this requirement shall be grounds for rejection of RFP. Proposer 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 no later than October 28, 2025, 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 based on 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 in the food services industry for a minimum of five (5) years especially as it relates to the higher education market 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 must currently operate University and/or commercial Dining/Food Services consisting of minimum annual gross sales of seven million dollars (\$7,000,000) in order to qualify for award of the Dining Services Operations requested in this Request for Proposal (RFP). Please provide proof. Financial capacity of the proposer as determined by the College must be sufficient to support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance. The proposer's response must clearly demonstrate the capacity to handle the requirements of this Contract in addition to current workload;
- C. 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;
- D. Brief history of Company's experience with providing Dining Services to colleges/universities especially on the same size and scope of FIT;

- E. 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 College performed within the last three years in the NY/NJ/CT metro area;
- F. 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;
- G. A description of your company's internal administrative systems, including but not limited to, inventory control, reporting of sales, and internal audit;
- H. A description of any citations or other legal or regulatory actions against your company by a local or state health department or other agency regrading food safety or related issues in the past three (3) years;
- I. Location of Company's office(s) in the NY/NJ/CT metro area; and
- J. Performance and Payment Bonds are required for this Contract.

V. TECHNICAL PROPOSAL

A. Staffing / Personnel

1. Provide a staffing plan for Dining Services Operations that includes the following:
 - i. An organizational chart or short profile of your company's management structure, from immediate site management through district, regional and corporate oversight;
 - ii. Pro forma staffing charts for all Dining Services Operations and venues, including position titles and descriptions, times scheduled to work, wage rates and benefits. Provide a summary of full-time employees scheduled per week by location. All student worker opportunities should be identified as such. Include all management, supervisory and office support;
 - iii. Resumes for the proposed site manager and key management staff for this account. Include any assistant managers with responsibility for retail food services and catering operations. Resumes should include education, experience, specific professional accomplishments and any special qualifications;
 - iv. Evidence that the proposed site manager has completed all training required by New York State and New York City laws to perform Dining Services Operations;
 - v. Describe the on-campus administrative accounting support for billings, Meal Plans and Tiger Bucks reconciliation and financial accountability;

- vi. Description of your company's educational and training programs;
- vii. Describe your plans for staffing special events such as Board of Regent meetings, Governor's visits, etc.; and
- viii. A plan to hire, train and evaluate students as employees. Describe the training programs and management opportunities available to students interested in a food service career, if any.

B. Meal Plans

1. Currently, first-year traditional resident students are required to have a 250 block plan while first-year non-traditional resident students are required to have a 95 block plan. Returning students living in Kaufman Hall (406 West 31st Street, NY) are required to have a declining balance plan. Meal plan requirement(s) for resident students and voluntary dining plans will remain unchanged during Year 1 of the contract. Contractor must agree to support the following meal plans as outlined below.

Current pricing per semester for each plan is as follows:

i. Residential Meal Plans

- 250 Block - \$2,977 and includes \$400 in declining balance.
- 95 Block - \$1,895 and includes \$450 in declining balance.
- Kaufman All DB Plan - \$575. (Defaulted meal plan for returning students).
- Kaufman 75 Block - \$1,288 and includes \$425 in declining balance. (Optional for returning students).
- Resident Assistant All DB Plan - \$750.

ii. Voluntary Dining Plans

- 25 Block - \$386 and includes \$100 in declining balance.

Note – Commuter students, faculty and staff have the option of purchasing a 250, 95 or 75 Block plans as well as all declining balance plan.

2. Contractor shall provide alternatives or additions to the required meal plans in the program proposal for Year 2 through 10 of the Contract. Provide the suggested benchmark price and the strategic business case for how your company arrived at this benchmark price. Provide a conceptual plan with specific details of the Meal Plans that you anticipate offering to residential, commuter students and faculty/staff including, but not limited to, cost per meal and the details related to collection of funds (debit cards, credit cards, campus ID cards, etc.) as well as any guest meals or discount schedules that may be applicable;
3. Rates for future years shall be set per Contract Section 5.6.
4. Declining balance is billed by the Contractor to the College based on usage;

5. The number of serving days each academic period shall be determined by the College and shall include student move-in and new student orientation. Prior to the start of academic year, the College and Contractor shall agree to a schedule which identifies the serving days and locations for each semester.

C. Menu Variations/Pricing Structure

1. Describe your menu variety and mix in regard to retail prices to customers for the various retail units throughout the campus (low retail price/high volume, medium retail price and premium retail price/high quality); and
2. Complete Form 1 – Provide the suggested price for representative items to be sold in the dining hall and retail locations along with the strategic business case for how your company arrived at this pricing. Pricing must reflect our objective that food and beverages be provided to the College community at levels which are competitive with prices in food service establishments in the neighborhoods surrounding the College, and by higher education institutions similar to the College in terms of faculty and student populations, urban settings and educational mission.

D. Dining Services Service Plan

1. FIT's Dining Services locations include the Dubinsky Dining Hall, Starbucks, Eats Café, FIT Express and Faculty Dining Club. The hours of operation and square footage for each dining location can be found on Exhibit D.
2. Submit a conceptual plan for each Dining Services location that your company proposes to operate. Consider our objectives in issuing this RFP and plans for existing and proposed services and venues. For each concept, include details regarding décor and style of service. Also address the following:
 - i. Submit an outline describing the number, portion size and type of entrée, vegetables, salads, desserts, cut fresh fruits, beverages, regular features, ethnic varieties, bakery (cookies, pies, etc.), deli options etc., to be offered at each meal in the dining hall. Include all monthly menu cycles and service concepts you propose to incorporate;
 - ii. Describe how your company would balance proper nutrition, trends and cost;
 - iii. Describe service programs for “exhibition cooking,” open grilling, service islands, branded/signature concepts, kiosks, short-order cooking you intend to place in the dining hall;
 - iv. Describe plans for weekend service in the dining hall, including menu offerings, hours of operation, etc. including meals available for residential and commuter students;

- v. Describe plans for the Starbucks operation to include offerings, hours of operation, etc., including meals available for meal exchange and retail;
- vi. Describe plans for the FIT Express operation to include offerings, hours of operation, etc., including meals available for meal exchange and retail;
- vii. Describe plans for the Eats Café operation to include offerings, hours of operation, etc., including meals available for meal exchange and retail;
- viii. Describe how you will facilitate Meal Exchange in dining locations. Include the proposed menus and marketing efforts. Provide a chart showing the locations that Meal Exchanges will be available to students on Meal Plans;
- ix. Describe any accommodations or special venues that would cater to the needs of persons with allergens and medically required diets, religious diet preferences (kosher, halal, etc.), vegetarian, vegan, gluten-free, and ethnic and culturally influenced diets. Consideration should be given to ways to provide meals meeting dietary restrictions in a setting that maximizes inclusiveness as well as matching the quality of regular offerings;
- x. Describe your program for “to go” and isolations meals for breakfasts, lunches and dinner meal periods. Hot and cold options should be included;
- xi. Describe any proposed special programs, such as holiday-themed parties, exam week snacks, legacy week, finals homestretch week, local restaurant partnerships, etc.;
- xii. Describe any kiosks, satellite locations or other new venues or concepts your company is proposing. Include sample menus;
- xiii. Describe your plans to implement change and provide a fresh look to the retail operations from year-to-year, through the life of the Contract;
- xiv. Describe your company’s anticipated method for collection of funds from customers - cash, credit cards, debit cards, campus ID cards, etc. - immediately and after the first year of the Contract (if some methods would be added later). Include the benefits to customers as well as advantages to us, the College and/or your company. The collection and submission of sales tax and all fees associated with debit and credit card sales will be the sole responsibility of the Dining Services Operations Contractor; and
- xv. Hours of Operation can be found on Exhibit D. Include your company’s proposed hours of operation for each dining location. At least some retail services need to be available each day throughout the entire year, including winter and summer sessions, when the faculty, staff, or students are present; and

- xvi. During the contract term, the hours of operation may be subject to change as mutually agreed upon between Contractor and the College in order to meet student demands and special events.

E. Final Exam Time Specials

1. During each semester the Contractor shall make available to all Residence Dining students a special event at no charge, such as midnight breakfast, or ice cream sundaes at mutually agreed upon location. The Contractor shall also make available to all students' free beverages, snacks and coffee for mutually agreed study nights in one agreed upon location.

F. Branded or Franchise Operations

1. Provide information regarding any branded or franchise operations being proposed. State what, if any, contractual or franchise commitments would be required and the resulting financial impact, if any, such commitments would have on Dining Services Operations. It is the request of the College that we have at least one nationally branded Dining Services location with strong brand recondition.

G. Equipment and Maintenance

1. Provide a list, with quantity, brand and model number, of all equipment your company proposes to bring onto the College campus. Include complete manufacturer's description literature regarding any equipment proposed.
2. Describe your company's program for preventative maintenance and regular replacement of worn, malfunctioning or damaged equipment; and
3. See Exhibit F for a list of College-owned equipment that will be made available to the Contractor for Dining Services Operation.

H. Quality Assurance

1. Include a plan to provide quality assurance with respect to all aspects of the Dining Services Operations with descriptions of:
 - i. The process by which food quality would be addressed for all food and beverages served or provided by your company on the College campus;
 - ii. Your company's internal quality assurance program, including samples of any inspection/quality audit forms used as part of any district, regional, or corporate visitations;
 - iii. Any forecasting, merchandising, production and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of

leftovers, and identification and deletion of unpopular items; and

- iv. The training and supervision process that will be implemented and sustained to assure that proper food handling, holding, transport, and service standards are in place and consistently utilized.

I. Housekeeping and Sanitation Program

1. Describe your company's resources and systems; and
2. Provide an outline of your daily housekeeping and sanitation program, including a plan for implementation.

J. Sustainability

1. Commitment to sustainability is one of the College's core values: "At FIT, sustainability is a core value that infuses every aspect of the college – from curriculum to campus operations and architecture to the daily decisions we make." FIT's commitment to reduce its carbon footprint has made it a leader among higher education institutions in New York. FIT is committed to the State of New York's pledge to reduce and eliminate certain single-use plastic items at New York's public university campuses (SUNY), including items like plastic bags, beverage bottles, food service products, straws, utensils and wraps/packaging films. The College is looking to its campus contracted partnerships in achieving goals of sustainable and resilient practices across our campus;
2. Describe how you intend to address the issues of sustainable food systems at the College. Propose an outline of practices you would implement in the first year of the Contract, versus what the campus should expect over the life of the Contract (waste management, energy consumption, purchasing, and other);
3. Describe examples that include best practices from as many of the following as feasible:
 - i. Host a farmers' market community-supported agriculture (CSA), or urban agriculture project;
 - ii. Host low-impact dining events (e.g., Meatless Mondays) or promote plant-forward (vegetables-as-center-of-the-plate, with smaller portions of meat) options;
 - iii. Offer a vegan dining program that makes diverse, complete-protein vegan options available to every member of the campus community at every meal (e.g. vegan entrée, or an all-vegan station);
 - iv. Informs customers about low-impact food choices and sustainability practices through labeling and signage in Dining Services locations;
 - v. Provide samples of the biodegradable and recyclable "disposable" and to-go ware you intend to use at the College. (Cups, plates, silverware and other to-go packaging);

4. Describe purchasing practices that include sustainable sources and meet the College's goal of reducing and eliminating some single use plastic items;
5. For transparency and to help ensure comparability, the Contractor is expected to adhere to the standards defined by tracking and reporting expectations of Elimination of Single Use Plastics and Preference for Durable and Reusable Alternatives: https://www.suny.edu/sunypp/documents.cfm?doc_id=925
6. Define "regionally grown/produced" in terms of miles from New York City. What is your goal for volume of use of such products? Outline your plan to use regionally grown/produced foods while in season. What will you use? When? Where? How?;
7. Describe how and to what extent your offerings include Fair Trade, Locally Grown, Humane and Organic Foods;
8. What is your goal for volume of use of certified organic products;
9. Describe your company's plan for reducing food and dining waste that would contribute to landfill levels in our community from as many of the following as feasible:
 - vi. Donates food that would otherwise go to waste to feed people, with a particular focus on serving students through the College's on-campus food pantry;
 - vii. Diverts food materials from the landfill, incinerator, or sewer for animal feed industrial uses (e.g., converting cooking oil to fuel, on-site anaerobic digestion);
 - viii. Has a pre-consumer composting program;
 - ix. Has a post-consumer composting program;
 - x. Utilizes reusable service ware for "dine-in" meals;
 - xi. Provides reusable and/or third-party certified compostable containers and service ware for "to-go" meals; and
 - xii. Offers discounts or other incentives to customers who use reusable containers instead of disposable or compostable containers in "to-go" food service operations.
10. Identify a member of the Contractor's on-site staff that will be assigned to oversee the sustainability initiatives and be the liaison with the College to discuss and plan sustainability-related initiatives and events; and
11. Describe any other sustainability initiatives you propose to implement at the College that are unique to your company's vision of sustainability that are not already included in the sections above.

K. Internal Accounting Program

1. Proposer shall provide a description of their internal accounting program for:
 - i. Inventory control for on-location storage areas.
 - ii. Dining services personnel accounting controls.
 - iii. Method of recording, checking and reporting sales.
 - iv. Internal control of cash handling.
 - v. Internal audit system.
 - vi. Distribution formulas/basis for allocable account/unit expenses.

L. Accounting Forms, Invoice Sample and Operating Statement

1. Proposer shall provide a copy of each regular accounting form, invoice sample and operating statement used with detailed explanation of each and their importance. Include a proposed set of monthly operating statements intended to satisfy the requirements of the resulting Contract. See Section 7.3 of Form 5 for a list of information to be included in the commission report.

M. Pace Changer Program

1. Describe the frequency and nature of pace changers, “special meals,” “fine dining,” theme dinners and steak/shrimp nights you propose to include. Provide menus of theme dinners and a list of pace changers you intend to offer.

N. Late Night

1. Describe your company’s plan to offer a late-night option. Include location, hours of operation, days of service, staffing plan, menu offerings including meals available for meal exchange and retail.

O. Faculty Dining Club

1. Describe your company’s plan for a Faculty Dining Club option. Include hours of operation, days of service, staffing plan and menu offerings; and
2. Complete Form 3 – Provide pricing for representative menus to be offered in Faculty Dining Club and the strategic business case for how your company arrived at this pricing. Additionally, indicate how many years you will guarantee this pricing.

P. Mobile Food Trucks

1. Describe any proposed concepts and provide comprehensive menu with proposed cash prices/portions for both Dining Services operations or student and college events. Describe hours of operations. Describe programs for breakfast, lunch, dinner

and evening you plan to offer and give examples of meals that will be available to students, faculty, staff and visitors.

Q. Creative Programming

1. Describe your vision for any other Dining Services operations not addressed in this document by the College and detail your plan to make it compatible with the overall Dining Services Operations goals and program.

R. Catering Plan

College has a main kitchen on the 8th floor of the Dubinsky Student Center for catering operations and three small pantries, non-cooking facilities located in the Great Hall and Pomerantz building to facility catering events.

Hundreds of events are held each month on the College's campus by internal departments, faculty staff, administrators, and students as well as a wide array of external rental clients. These events include lectures, symposia, department meetings, orientations, corporate meetings, town hall and annual business meetings, portfolio reviews, fashion shows, performing arts, award ceremonies, receptions, graduations, and student activities. Catering needs for those events may be very simple or multifaceted and are often required in various locations at the same time.

1. Describe your goals for the catering program;
2. Describe your proposed website and ordering process for catering for each type of event of service you may offer from the pre-event through the follow-up after the event;
3. Describe how you will maintain a high level of customer service to ensure that the customer expectations are met, and that catering becomes a part of the overall event experience;
4. Describe how you would go about managing numerous catered events scheduled for the same or overlapping times, each of a different size with different menus, and in various locations. What systems would you have in place to ensure quality food and optimum service in a timely manner;
5. Describe your comprehensive catering menu with a portfolio of pictures describing price selections, service option (linens, etc.) offered to meet the College community needs. Include options for both low budget and high-end events. Explain how you will keep the menu options creative and fresh throughout the life of the Contract. Include how you incorporate special meal accommodations;
6. Provide a sample student catering guide along with pricing;
7. Describe how you would produce cultural food meals in coordination with the

multicultural student organizations on campus to satisfy their needs;

8. Describe your plans to operate summer programs. Include menu, menu portions, menu cycle, type of service, days of service, times of services, management assignments, and other related areas;
9. Provide a sample external rental catering guide along with pricing;
10. Separately outline proposed pricing strategies and service variations for catered alcoholic and non-alcoholic beverage services;

Describe your proposed alcoholic beverage and non-alcoholic beverage services:

- i. Rail line portion and price
 - ii. Call line portion and price
 - iii. Standard beers/wines portion and price
 - iv. Premium beers/wines position and price
 - v. Non-alcohol beverage portion and price
11. Describe your bartender training and alcohol education requirements;
12. Complete Form 2 – Provide pricing for representative menus listed for student catered events along with a strategic business case for how your company arrived at this pricing. Additionally, indicate how many years you will guarantee pricing; and
13. Provide sample menus with pricing for the following scenarios:
 - Breakfast for the Board of Trustees in the President’s board room for 20 people.
 - A buffet luncheon for 100 people attending a corporate event.
 - A plated dinner for 250 people at an awards ceremony in a flat floor venue.
 - A cocktail reception for 400 people with both stationary and passed hors d’oeuvres.
 - An exclusive VIP reception for 100 people with passed hors d’oeuvres.
 - Dinner suggestions for 10-50 people in the president’s apartment complete with hors d’oeuvres and dessert.
 - Business luncheons in the President’s office for up to 6 people.

S. Residential Assessment Program

1. Describe your assessment processes, tools and methods for residential operations.

T. Customer Service

1. Define quality customer service. Describe how you will meet or exceed this definition; and
2. Strategies for collecting customer feedback in real-time.

U. Customer Satisfaction

1. Provide examples of tools/systems you will use to evaluate customer tastes and satisfaction. Include descriptions of evaluation methods and schedules. Describe how you will respond to this information in order to meet the needs of the campus community and be responsive to customer preference;
2. Describe your response protocols to questions, concerns, and comments when dissatisfaction with dining services is expressed; and
3. Provide examples of campus student food preference surveys used in the development of menus based on student satisfaction surveys.

V. Nutrition, Healthy Dining and Wellness

1. Describe the wellness, nutrition and healthy dining options and programs your company would implement;
2. Describe nutrition and wellness educational programs provided;
3. Explain the details of nutrition labeling of all food you propose to provide;
4. Outline healthy dining goals within the residential menu cycle; and
5. Describe any technology you may use to assist in raising customer awareness.

W. Marketing and Communications

1. Provide a comprehensive general marketing plan and budget for promoting Dining Services at College;
2. Describe proposed Dining Services website and social media platforms plus a detailed description on your company's plan to communicate the following:
 - i. Locations and hours
 - ii. Nutrition and dietician information
 - iii. Meal plans and declining balance
 - iv. FAQs

- v. Sustainability
 - vi. Catering
 - vii. Mobile ordering
 - viii. Social media
 - ix. Promotions
3. Describe how you will help students understand how to utilize their meal plan on campus. Provide examples of printed marketing materials, social media engagement posts, and links to promotional videos;
 4. Describe marketing efforts to increase voluntary meal plan participation to both students and faculty/staff; and
 5. Provide a specific plan and samples of promotional materials you would use to market conferences and events.

X. Plan of Operation Growth

1. Describe and explain your ideas for keeping operations new, exciting and revenue producing for the life of the Contract.

Y. Food Insecurity

1. Provide a description and plan of the programs that will be implemented to help support the College's food pantry and combat food insecurity on campus.

Z. Campus ID Card Program

1. Describe your company's point of sale (POS) systems for accepting campus ID cards;
2. Each POS unit, at a minimum, should consist of a touch screen, cash drawer, multi-format card reader and a receipt printer. College will work with the successful proposer to integrate the POS system with Transact System Enterprise or any successor to it. Proposer's POS system must meet College's networking requirements and rules and be compatible with the Transact System Enterprise or any successor to it. The successful proposer shall be granted limited access to its module in the Transact Enterprise System;
3. College currently utilizes the Transact System Enterprise and an ID card that is equipped with a combination of iClass and magnetic stripe technologies; and
4. College ID cards provide access to meal plans at all dining locations. Students, faculty and staff can review meal plan balances online through eAccounts or using the Transact System Enterprises eAccounts mobile app. Students, faculty and staff can also deposit "Fashion Express Dollars" onto their ID cards using campus pay kiosks, online or using the Transact System Enterprises eAccounts mobile app.

“Fashion Express Dollars” can be used to purchase on campus services including dining, printing and photocopying.

AA. Mobile Ordering

1. Describe how you will integrate mobile ordering into your overall dining program. Explain how it will enhance the user experience; and
2. College currently utilizes Grubhub and the Starbucks mobile ordering app. Students, faculty, and staff can pre-order from the Dubinsky Dining Hall and Starbucks, respectively.

BB. Technology Program

1. Describe the technology systems you will use throughout the dining program. These systems may include mobile ordering, systems used to support ID cards, share nutritional information and ingredients, delivery, “smart” or micro” market technology, smart lockers, etc.;
2. Explain timesaving systems you have in place that will allow your management team more customer service-related face time;
3. Explain technology or software that will be used to enhance the menu development, recipe costing, and nutritional information available to customers; and
4. Include your company’s estimated investment for technology/automation in Dining Services (excluding website and social media development costs) and a timeline for your plans.

CC. Transition Plan

1. The Contract is anticipated to go into effect on July 1, 2026, which is approximately 7 weeks prior to the beginning of the fall semester. Please describe your company’s transition plan. Include a project manager to oversee the transition. Include a schedule for the technology investment and the manner in which customers will be served beginning on the start date of the Contract. Indicate any resources you believe will be needed from the College to assist you with the transition;
2. Describe your company’s corporate support during the first ninety (90) days of the transition including, but not limited to, the following:
 - i. Regional Manager Coverage/Site Visits - Provide the schedule for Regional Manager site visits during the first ninety (90) days;
 - ii. Vice President Level Support (i.e., operations, marketing, etc.) - Provide the schedule for site visits by the Vice Presidents during the first ninety (90)

days;

- iii. Dining Services Operations and Customer Service Staff Training; and
- iv. Miscellaneous/Other. Provide any additional information relevant to the transition.

DD. Exceptions to the Dining Services Operations RFP

- 1. Identify any exceptions to the RFP that are included in your company's Proposal; and
- 2. Describe the required or assumed College resources necessary for a smooth transition.

VI. FINANCIAL PROPOSAL

A. Financial Projections

- 1. Provide a proforma profit and loss statement for the first full 5 fiscal years must be included. Projections must include the following:
 - Meal Plan and Declining Balance Sales
 - Cash Sales
 - Credit
 - Retail Sales
 - Catering
 - Total Sales
 - Total Food Cost
 - Salaries and Wages
 - Other Payroll Costs
 - Total Labor Costs
 - Commissions
 - Franchise Fees
 - Cafeteria Supplies
 - General Insurance
 - Vehicle Costs
 - Office Supplies
 - Uniform and Laundry
 - Bank Charges
 - Replacement, China, Silverware, Glassware
 - Pots/Pans, Kitchenware
 - Administrative Expenses (with detail)
 - Other Operating Costs (specify major items)
 - Total Direct Expenses

- Total Cost and Expense Operating Profit

B. Financial Proposal

Submit your company's Financial Return for Dining Services:

- Sign on Bonus
- Minimum Annual Guarantee
- Commissions:
 - Commission Schedule Expressed as a Percentage of Meal Plans and Declining Balance
 - Commission Schedule Expressed as a Percentage of Unused Declining Balance at end of spring semester
 - Commission Schedule Expressed as a Percentage of Retail Sales
 - Commission Schedule Expressed as a Percentage of Catering Sales
- Additional Financial Support and Incentives

C. In-kind Catering Fund

Proposer shall provide annual funds that will be used at the College's sole discretion to support meals and snacks for student events and activities. The Proposer will not bill the College for the costs associated with the use of these funds.

D. Technology

Proposer shall provide a technology investment plan for the Dining Services Operations. Such investment plan shall include a detailed description of the plan, the dollar amount of the proposed investment (including an estimated budget for any software or hardware) and the basis for the cost estimates. The extent, nature and scheduling of work shall be mutually agreed upon with the College.

E. Risk/Reward

College intends to measure Contractor's performance via KPIs and a performance scorecard and desires Contractor to propose possible KPIs and associated performance risk/reward payments.

F. Security Bond

If awarded the Contract, Contractor will be required to provide performance and payment bonds in addition to other performance security required by the Contract

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. Contractor shall have the exclusive right and responsibility to provide residential and retail Dining Services in all dining locations;
- B. Contractor shall have the non-exclusive, but right of first refusal to provide Catering services;
- C. The following, at a minimum, are the required full-time staff for this account:
 - i. On-site Dining Service Director (highest ranking on-campus staff member)
 - ii. On-site Executive Chef
 - iii. On-site Residential Operations Manager (second or third highest ranking on-campus staff member)
 - iv. On-site Retail Operations Manager (second or third highest ranking on-campus staff member)
 - v. On-site Office/Business Manager (with IT skills for point-of-sale systems)
 - vi. Marketing Manager
 - vii. On-site Catering Manager
 - viii. Starbucks Supervisor
 - ix. Eats Café Supervisor
 - x. Evening Supervisor
 - xi. Dietician* – (during the academic year this position may not have other single unit management duties but must be available in-person and/or virtually through all food service areas on a daily basis);
- D. Management staff may not be called upon for service at other accounts without written request from the Contractor and mutual consent from the College;
- E. Service attendants (need not be full-time employees) with the sole responsibility of wiping tables and service line areas, straightening and tidying the dining areas and cleaning spills and debris from the floors, will be required during all hours of service;
- F. Contractor will provide, manage and update a Dining Services website and social media accounts offering information related, but not limited to, nutrition, meal plans, sustainability and wellness, mobile ordering and events;
- G. Contractor will provide a method for customers to provide real-time feedback regarding services provided, including but not limited to, quality, cleanliness, offerings and customer service;
- H. All food and supplies purchased shall be in conformance with the specified minimum United States Standards for Grades. In the absence of grade labeling, the Contractor shall provide the University with packers' labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided;

- I. Contractor shall make all arrangements for delivery, unloading, receiving and storing food, supplies, etc. College will not assume responsibility for receiving or handling these shipments;
- J. Contractor shall pay for the off-premises removal of trash and materials to be recycled, including cooking oil and grease and compostable food wastes. The Contractor shall be responsible for sorting of recyclable materials at all Dining Services locations;
- K. Contractor shall participate to as great extent as possible in sustainability and composting initiatives;
- L. Contractor shall be responsible for license agreement and all associated costs and terms with on-campus Starbucks or any other future franchise operations;
- M. Contractor shall be responsible for all costs associated with the replacement, maintenance and repair of all supplies and equipment, including but not limited to brewers, refrigerators, dishwashers, etc., for Starbucks or any other franchise operations for the duration of the license that are part of Dining Services Operations;
- N. Proposer must meet minimum standards for catering, including but not limited to:
 - i. The use of table linen service for all appropriate functions and/or appropriate events;
 - ii. The availability of Dining Services Management staff throughout the entire catered events;
 - iii. The use of College approved uniformed wait staff with levels of service staff agreed to prior to the events;
 - iv. The use of china, flatware, glassware and the onsite sanitation of such;
 - v. The implementation and use of effective records, promotional materials, photos, website, etc. when encouraged by the College.
- O. Contractor shall provide appropriate training for all catering staff, including student staff, prior to being assigned to any catered service;
- P. Contractor shall maintain a special catering guide for recognized student organizations. This guide shall incorporate special pricing for the purpose of helping student organizations who are on more limited budgets;
- Q. Contractor is responsible for all liquor license(s) for life of Contract;
- R. College has an exclusive Pouring Rights Contract with Liberty Coca-Cola Beverages LLC for carbonated services for the entire campus which Contractor will be required to honor;
- S. Contractor must agree to support existing block plan and all declining balance plans for residential and commuter students, faculty and staff during Year 1 of the Contract;
- T. Declining Balance and/or Tiger Bucks can be added once a block plan is purchased;

- U. Declining balance and/or Tiger Bucks can be used at all Dining Services locations operated by the Contractor and are sales tax free;
- V. Unused declining balance will roll over from the fall semester to spring semester. Unused declining balance will expire at the end of the spring semester;
- W. Currently our voluntary dining plans for commuter students and faculty and staff, consists of block plans used at Dining Services locations at cost savings over retail value;
- X. Voluntary dining plans will be offered by Contractor through its Dining Services website or concierge window. Total sales for each monthly period shall equal voluntary dining plan sales reported in the Contractor's commission documentation and monthly operating statement;
- Y. College reserve the right to sell voluntary dining plans directly to commuter students, faculty and staff through its website or future meal plan portal;
- Z. Meal Exchange, including at a minimum, a main item, side and beverage, will be available at all Dining Services locations without time restrictions. Exceptions will be mutually agreed upon between the Contractor and College;
- AA. The number of serving days each academic period shall be determined by the College;
- BB. Meal periods offered at the College include breakfast, lunch, dinner Monday through Sunday, and specified Holidays;
- CC. All serving lines in Dining Hall shall be open for service as posted, including weekend service;
- DD. Any changes involving service hours and or locations shall require prior approval in writing by the College;
- EE. Contractor must provide hardware and software needed for processing debit, credit or campus ID card transactions at each point of sale, whether on-campus, online or handheld device;
- FF. Contractor shall provide at the beginning of the contract, and annually thereafter, PCI "Attestation of Compliance" and PCI SAQ documentation;
- GG. Contractor must comply with college's data security policies and procedures pertaining to student education records provided by the College to Contractor to support certain services provided to College by Dining Services Operations;
- HH. Contractor shall be required to participate in the College's campus card program and to process all its sales through a Point-of-Sale (POS) system that will be integrated with the Transact System Enterprise or any successor to it. Contractor will be responsible for any and all annual fees for participation in the Transact

System Enterprise, or any successor to it, in lieu of a per transaction fee;

- II. Contractor shall be required to implement mobile application ordering that will integrate with the Transact System Enterprise, or any successor to it, and Starbucks mobile ordering app. Costs associated with mobile application ordering and any subsequent annual costs, including but not limited to, licensing fees, equipment, labor, maintenance or expansion, will not be invoiced to College;
- JJ. College shall have the right of prior approval for any and all signs, posters or other Dining Services advertisement placed on the College's premises and website; and
- KK. College reserves the right to prohibit the sale of products that it considers inappropriate to College's educational mission or to any contractual obligations.

VIII. 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 Scope of Services and which the College may consider when evaluating proposals.

IX. 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 Proposer with the highest score on criteria one (1) through three (3) or to interview a number of Proposers with the highest scores on criteria one (1) through three (3). In the latter case, FIT will award the Contract to the Proposer 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.

X. 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 five (5) 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.

XI. 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; and
- 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.

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 (1)(a), (b) and (c) above have not been 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 one hundred and eighty days (180) 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 ("FORM 5").
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

EXHIBIT A

DESCRIPTION OF COLLEGE AND MEAL PLANS

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 8,000 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.

1. Student Enrollment

Year	Head Count
Fall 2021	8,150
Fall 2022	8,125
Fall 2023	8,108
Fall 2024	8,206

2. Faculty and Staff Headcount

Year	Head Count
Fall 2021	1,580
Fall 2022	1,594
Fall 2023	1,614
Fall 2024	1,607

3. Residence Halls Occupancy

Year	Fall Occupancy	Spring Occupancy
2021-2022	1,856	1,830
2022-2023	2,016	1,984
2023-2024	2,139	2,102
2024-2025	2,057	1,943

Four (4) on-campus residence halls house approximately 1,200 new/entering students on 27th Street and 1,000 current/returning students at 31st Street's Kaufman Hall. Kaufman Hall also serves as home to our summer housing program for visiting interns.

27th Street residence halls offer both traditional and apartment style accommodations in three different buildings. Accommodations can be in single or double traditional style rooms, or in single, double or quad apartments style rooms. There are currently 605 traditional style accommodations and 103 apartment style accommodations within Nagler and Coed Hall. Alumni Hall offers quad apartments and can accommodate 476 residents. Kaufman Hall offers single, double, triple and quad accommodations and can house 1,007 residents.

Residential Meal Plans

Nagler, Alumni, CoEd and Kaufman Hall residents must carry a minimum meal plan in accordance with room type.

- Apartments must carry a 95 Block (Designer Plan)
- Traditional rooms must carry a 250 Block (Fashionista Plan)
- Kaufman Hall residents must carry a minimum declining balance plan

Residents are billed for a meal plan each fall and spring semester. This dining membership is billed as part of the student's Residential Housing fee.

Unused meals do not carryover from Fall to Spring. Unused Declining Balance carries over from Fall to Spring. Unused Declining Balance expires at the end of the Spring semester.

Meal Plan Change & Modification Policies

Students may change their meal plan within the first two weeks after the start of classes. Meal plan changes are charged and refunded based on a daily proration.

After the cutoff, students may only upgrade to a larger plan; downgrades are not permitted. Students can also add additional Declining Balance dollars via Dining Services.

Meal Plan Cancellation Policy

Meal plan cancellations are in accordance with the Breach of Agreement Policy in the Resident agreement.

- Before the First Day of Move-in: Students withdrawing from Housing are not charged for their meal plans.
- After Move-in: Residents will be obligated to pay for the days they have a meal plan or their usage, whichever is greater.
- Students who withdraw from housing after the change period shall not be eligible for a refund.

Voluntary Meal Plans

Living off-campus brings a different set of needs and challenges to College life. Commuters are offered a select group of meal plans specifically tailored with flexibility in mind. All non-resident plans are offered in blocks of meals, 250, 95, 75 and 25, respectively, that can be used at any time, and include Declining Balance that can be used at any Dining Services location on campus.

Voluntary meal plans can be purchased during the semester. Unused meals do not carryover from Fall to Spring. Unused Declining Balance carries over from Fall to Spring. Unused Declining Balance expires at the end of the Spring semester.

DINING SERVICES LOCATIONS

The Contractor will provide Dining Services Operations at the following locations (“Dining Services Locations”):

1. **Dubinsky Dining Hall** – located on the ground floor of the Dubinsky Student Center. The main dining hall services all students (residential and commuters), along with the entire FIT community. The seating in the main dining hall is multi-purpose space, which host some evening student programming and special events.
Square footage:
Serving area - 5,580
Seating area – 589
Kitchen, refrigerators and storage – 2,298
2. **Faculty Dining Club** - located on the 8th floor of the Dubinsky Student Center, operates four days each week during the fall and spring semesters. This is multi-purpose space and used for many special events, including events for external rental clients.
Square footage:
Seating area – 5,438
Kitchen – 1,247
3. **FIT Express at Feldman Center** – located in the lobby of the Feldman Center, a grab and go marketplace with seating.
Square footage: *1,037*
4. **Starbucks** – located inside the Dubinsky Dining Hall, operates five days each week during the fall and spring semesters.
Square footage: *843*
5. **Eats Café** – located on the 5th floor of the new academic building. The café is slated to open during Academic Year 2025-2026.
Square footage: *207*
6. **Pantries**

Great Hall Pantry
Square footage:
First floor – 110

Katie Murphy Pantry
Square footage:
Lower level – 259

Pomerantz Pantry
Square Footage:
Lobby: 154

EXHIBIT C

ACADEMIC YEAR 2025-2026

Fall 2025

August 7	Fall 2025 tuition is due
August 16	Residence halls open for new students contracted for fall housing
August 18	Convocation
August 18- 22	New Student Orientation
August 23	Residence halls open for returning students contracted for fall housing
August 24	Last day to receive 100% refund for fall course drops
August 25	Fall 2025 semester begins
August 25 - 31	Late registration (add/drop) week
August 31	Last day to receive 75% refund for fall course drops
August 31	Last day to add/drop courses in MyFIT (online system closes at 11:30 pm)
September 1	Labor Day - College closed
September 7	Last day to receive 50% refund for fall course drops
September 11-22	Certification rosters open to faculty
September 14	Last day to withdraw from fall classes with a partial refunds
September 22	Last day for faculty to submit certification rosters (online system closes at 11:59pm)
September 22	Rosh Hashanah - Classes suspend at 4pm
September 23, 24	Rosh Hashanah - College closed
September 25	Census date
October 1	Yom Kippur - Classes suspend at 4pm
October 2	Yom Kippur - College closed
October 6-10	Make-up examination period for spring Incomplete (IN) grades
October 30	Winter registration begins
October 31	Spring registration begins for currently enrolled graduate students
November 3-7 seeking students	Spring registration begins for currently enrolled, degree
November 7	Spring registration begins for re-admitted degree students
November 17	Spring registration begins for non-degree students
November 21	Last day to submit fall Course Withdrawal forms (WD grade)
November 21	Last day to submit a fall College Withdrawal form
Nov 27 - 30	Thanksgiving Recess - College closed
December 1	Graduation application priority deadline for May/Spring and August/Summer 2026 graduation
December 1	FAFSA submission priority deadline for Spring 2026 admits
December 6	Last day for all Saturday classes
December 7	Winter 2026 tuition is due
December 7	Last day for all Sunday classes
December 8	Last day for Monday day classes
December 8	Final grade rosters open for faculty

December 9	Last day for all Tuesday classes
December 9	Spring registration begins for students admitted Spring 2026
December 10	Last day for Wednesday day classes
December 12	Last day for all Friday classes
December 15	Last day for Monday evening classes
December 16	Emergency Make-Up Day
December 17	Last day for Wednesday evening classes
December 18	Last day for all Thursday classes
December 19	Emergency Make-Up Day; Fall 2025 semester ends
December 20	All residents must vacate residence halls by 9:00am

Winter 2026

January 1	New Year's Day - College closed
January 2	Fall final grade rosters are due
January 4	Residence halls open for students contracted for winter housing
January 4	Last day to receive 100% refund for winter course drops
January 5	Winter 2026 term begins
January 5	Last day to receive 75% refund for winter course drops
January 5	FAFSA submission priority deadline for Fall 2026 applicants
January 5, 6	Late registration (add/drop) period
January 6	Last day to add/drop winter courses in MyFIT (online system closes at 11:30pm)
January 6	Last day to receive 50% refund for winter course drops
January 7	Last day to withdraw from winter classes with a partial refund (25%)
January 7	Spring 2026 tuition is due
January 7,8	Winter certification rosters open to faculty
January 9	Census date
January 15	Last day to submit course withdrawal forms for winter (WD grade)
January 19	Martin Luther King, Jr. Day - College closed
January 20	Residence halls open for new students contracted for spring housing
January 21	Winter grade rosters open for faculty
January 21	Winter 2026 term ends

Spring 2026

January 21 - 22	New Student Orientation
January 22	Convocation
January 23	Winter final grade rosters are due
January 25	Residence halls open for returning students contracted for spring housing
January 25	Last day to receive 100% refund for spring course drops
January 26	Spring 2026 semester begins
Jan 26 - Feb 1	Late registration (add/drop) week
February 1	Last day to receive 75% refund for spring course drops
February 1	Last day to add/drop courses in MyFIT (online system closes at 11:30pm)
February 8	Last day to receive 50% refund for spring course drops

February 12-23	Certification rosters open for faculty
February 15	Last day to withdraw from spring classes with a partial refund (25%)
February 16	Presidents Day - College closed
February 23	Last day for faculty to submit certification rosters (system closes at 11:59pm)
February 24	Census date
March 2-6	Make-up examination period for Fall 2025 Incomplete (IN) grades
March 30 - April 5	Spring Recess - No classes
March 31	Graduation application must be submitted for student names to be listed in Commencement program
April 3	Good Friday - College closed
April 7	Summer registration begins
April 10	Fall registration begins for currently enrolled graduate students
April 13-17	Fall registration begins for currently enrolled, degree seeking students
April 17	Fall registration begins for newly admitted graduate students
April 17	Fall registration begins for re-admitted degree students
April 27	Fall registration begins for non-degree students
May 1	Graduation application priority deadline for Dec/Fall 2026 & Winter/Jan2027
graduation	
May 1	Last day to submit spring course withdrawal forms (WD grades)
May 1	Last day to submit a college withdrawal form for spring
May 7	Summer tuition is due
May 9	Last day for all Saturday classes
May 10	Last day for all Sunday classes
May 1	Last day for all Tuesday classes
May 1	Final grade rosters open for faculty
May 3	Last day for all Wednesday classes
May 14	Last day for all Thursday classes
May 1	Last day for all Friday classes
May 1	Last day for all Monday classes
May 1	Residence halls close at 9am for all non-graduating and non-summer residents
May 19, 20	Emergency Make-Up Days
May 20	Spring 2026 semester ends
May 20	Spring final grade rosters are due
May 21	Commencement (tentative date)

Summer 2026

May 25	Memorial Day - College Closed
May 25	Last day to receive 100% refund for Summer 1 course drops
May 26	Summer 1 begins
May 26	Last day to receive 75% refund for Summer 1 course drops
May 26, 27	Late registration for Summer 1 (add/drop)
May 27	Last day to receive 50% refund for Summer 1 course drops
May 27	Last day to add/drop Summer 1 courses in MyFIT (online system closes at 11:30pm)
May 28	Last day to withdraw from Summer 1 classes with a partial refund (25%)

May 28- June 1	Certification rosters for Summer 1 open for faculty
June 1	Last day to submit 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 19	Juneteenth - College closed
June 29	Summer 1 ends
June 29	Final grade rosters for Summer 1 open for faculty
June 29	Last day to receive 100% refund for Summer 2 course drops
June 30	Last day to receive 75% refund for Summer 2 course drops
June 30	Summer 2 begins
June 30, July 1	Late registration for Summer 2 (add/drop)
July 1	Summer 1 final grade rosters are due
July 1	Last day to add/drop Summer 2 classes in MyFIT (online system closes at 11:30pm)
July 1	Last day to receive 50% refund for Summer 2 course drops
July 2	Last day to withdraw from Summer 2 classes with a partial refund (25%)
July 2 - 6	Certification rosters for Summer 2 open to faculty
July 3	Independence Day observed - College closed
July 6	Last day for faculty to submit certification rosters for Summer 2
July 7	Census Date for Summer 2
July 21	Last day to submit course withdrawal forms (WD grades) for Summer 2
July 27	Final grade rosters for Summer 2 open to faculty
July 27	Summer 2 ends
July 29	Summer 2 final grade rosters are due

EXHIBIT D

SCHEDULE OF DINING SERVICES OPERATIONS

The hours listed are in effect for Academic Year 2025-2026. These hours may be used as a guide for the first year of the Contract, although we are interested in providing better service to the campus and are receptive to other schedules that accomplish this goal.

12 Week Semester

Dubinsky Dining Hall

Monday – Friday

Breakfast: 7:30am-11:15am

Lunch: 11:15am-4:30pm

Dinner: 4:00pm-9:00pm

Late Night

Monday – Thursday

9:00pm-10:30pm

Saturday and Sunday:

Brunch: 10:00am-2:00pm

Lunch: 4:00pm-7:00pm

Starbucks

Monday-Thursday

7:30am-7:00pm

Friday

7:30am-5:00pm

Feldman Express

Monday-Thursday

8:30am-9:00pm

Friday

8:30am-3:00pm

Faculty Dining Club

Monday-Thursday

11:30am-2:00pm

Eats Café

TBD

Winterim

Feldman Express

Monday – Friday

8:30am-3:30pm

Dubinsky Dining Hall - Closed

Starbucks - Closed

Faculty Dining Club - Closed

Eats Café - TBD

Summer I

Feldman Express

Monday-Thursday

8:30am-3:00pm

Friday - Closed

Dubinsky Dining Hall - Closed

Starbucks - Closed

Faculty Dining Club - Closed

Eats Café - TBD

Summer II

Feldman Express

Monday-Thursday

8:30am-3:00pm

Friday - Closed

Dubinsky Dining Hall - Closed

Starbucks - Closed

Faculty Dining Club - Closed

Eats Café - TBD

EXHIBIT E

PAST SALES STATISTICS

1. Gross Revenue

Year	Meal Plans	DB Retail Sales	Cash and CC Sales	Catering	Grand Total
2021-2022*	\$3,491,575	\$1,269,323	\$729,702	\$61,802	\$5,552,402
2022-2023	\$4,322,818	\$1,853,099	\$1,027,485	\$540,979	\$7,744,380
2023-2024	\$4,442,006	\$2,062,076	\$1,136,529	\$865,456	\$8,506,066
2024-2025	\$4,274,881	\$2,296,780	\$1,133,774	\$1,190,444	\$8,895,880

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

*Revenue reflects the first full year of in-person learning following the Coronavirus pandemic.

2. Actual Boarder per Meal Plan Counts

Plan	Fall 2023	Spring 2024	Fall 2024	Spring 2025
Freedom (All DB Plan)	30	24	28	25
265 Block Plus	52	43	20	9
265 Block	373	282	49	399
185 Block	203	273	595	138
95 Block	589	670	504	655
Kaufman Hall All DB Plan	837	759	886	789
RA All DB Plan (\$500)	52	50	51	52
Total	2136	2101	2133	2067

Proposer should use Fall 2024 and Spring 2025 meal plan counts for estimated 2026-2027 meal plan counts. Use current meal plan requirements of 250 block, 95 block and Kaufman Hall All DB plan when preparing financial proposal.

3. Actual Voluntary per Meal Plan Counts

Plan	Fall 2023	Spring 2024	Fall 2024	Spring 2025
Freedom (All DB Plan)	0	0	0	0
265 Block Plus	0	0	0	0
265 Block	1	2	5	1
185 Block	0	1	4	1

95 Block	10	1	23	7
50 Block	20	11	18	18
\$400 DB Plan	31	11	0	0
\$300 DB Plan	27	0	0	0
\$425 DB Plan			17	6
Total	89	26	67	33

4. Number of Serving Days:

Year:	2021-2022	2022-2023	2023-2024	2024-2025
Month	Number of Serving/Billing Days	Number of Serving/Billing Days	Number of Serving/Billing Days	Number of Serving/Billing Days
August	6	5	4	4
September	35	35	35	35
October	28	28	28	28
November	25	25	25	25
December	29	29	27	27
Sub Total:	123	122	119	119
January	7	2	2	2
February	28	28	28	28
March	35	35	35	35
April	20	20	20	20
May	26	26	27	26
Sub Total:	116	111	112	111
Grand Total	239	233	231	230

EXHIBIT F**LIST OF COLLEGE OWNED EQUIPMENT TO BE SUPPLIED****Dubinsky Dining Hall**

	Cooking Equipment	Serial #
1	Hanging Tray Line	J02743
2	Fryer	60012
3	Crisper	N/A
4	Southbend range with oven (2)	18278
5	Variminxer (2)	3005080005
6	Hobart Slicer	9640-55555-120
7	Hobart Chopper	569-831-804
8	Panini Press (2)	2016091837
9	Marsal DeckOven (2)	1844
10	French Fry Display Warmer	5501861438
11	Garland Flat Top	P/N1286000
12	Charbroiler	D036253
13	Pitco Fryer (2)	N/A
14	Rotary Toaster	N/A
15	Flat Top Warmer (2)	N/A
16	Flat Top Warmer (Cheg Station)	170310-077
17	Euro DIP 1 (2)	2016091848
18	Cleveland Kettle (2)	WT3996
19	Cleveland Steamer	WC82215-036-07
20	Soda Fountains (2)	611047-03D
21	Hobart Dishwasher	85-1037736

	Fridges/Freezers	Serial #
1	Grill Fridge Display	NA6M15604
2	Top Fridge	16629
3	McCall Refrigeration	S-792442
4	Maxcold Freezer	6037430
5	Deli Fridge Counter	NA03M0302
6	Salad Bar	N/A
7	Grab and Go Fridge (3)	6203097
8	Juice Dispenser	EX4X1531007
9	Milk Dispenser	SAC120431A
10	Sushi Cooler	02101718812-2
11	Sushi Freezer	18272
12	Sushi Display	DSC47L-1411-0002
13	Sushi Fridge	16628

14	Pizza Fridge	16627
15	McCall Fridge 2	S-792447
16	Deli Display	BMGR48-SS23020014
17	Milk Fridge	03E18040RFN-1
18	Fridge 2	03E18030RFN-1
19	Ice Maker	18274
20	Fridge Drawers (2)	Global 8923-05-A
21	Grill Freezer	1162000DUK2102261060043
23	Deli Fridge	0974000DUK210607211101070

Faculty Dining Club

	Cooking Equipment	Serial #
1	Vulcan Fryer (2)	48-1606391
2	Vulcan Charbroiler	658020177
3	Vulcan Braising Pan	21-1176953
4	Vulcan Kettle	27-1176696
5	Vulcan Convection Oven (4)	48-1609011
6	Vulcan Steamer	27-1177015
7	Globe Slicer	543342
8	Floor Mixer	104835
9	Hobart Dishwasher	85-107-2625
10	Creascor Warmer	HAC-J162871916
11	Small Mixer	A5-81873-74
12	Bif Mixer	A6-23025
13	Fetco Coffee Maker	130352052868A
14	Fetco Coffee Maker	01492003A

	Fridges/Freezers	Serial #
1	Ice Box	110763104
2	Traulsen Fridge	AR1232LUT-FHS
3	Kolpak Fridge	07F0353CLR1
4	Artic Freezer	64273
5	Schmid Freezer	66755

Feldman Express

	Cooking Equipment	Serial #
1	Coffee Machine	13890077
2	Coffee Urns (2)	1. TF 00748763 2. 13833046
3	Microwave	020007201

	Fridges/Freezers	Serial #
1	Grab and Go (2)	1. 8126730 2. 7499684

Starbucks Café

	Cooking Equipment	Serial #
1	Equolab Wash	111153
2	Blender (2)	1.(Brown) 036027121127133358 2. (Black) 0629111220527541342
3	Coffee Pot (2)	A119687
4	Hobart Dishwasher	23-1115-895
5	Coffee Maker	A159305
6	Merry Chef Oven (2)	1. 2203213090302 2. 2203213090306

	Fridges/Freezers	Serial #
1	Fridges (2)	1. 5131373 2. 5226626
2	Ice Maker	09071280011740
3	Freezer (3)	1.7933697 2.637436 3.10428647
4	Lowboy (5)	1. (M1) 2207820201766 2. (M2) 2204820202489 3. (Mobile) 2204820202261 4. (CB) 2204820202488 5. (Warm) 2204820202261
5	Display Case	2352532CZ391939
6	Coffee Grinder	2036379007
7	Nitro Fridge	11264600

Pomerantz Pantry

	Equipment	Serial #
1	Bunn Coffee Machine dual	129758
2	Ice Machine, maxx ice	025012161010
3	Turbo Air Fridge	M3r2lc2030

Great Hall Pantry

	Equipment	Serial #
1	Coke Fridge	Vm21012685

2	Hot box, metro	C519cfc4
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Katie Murphy Pantry

	Equipment	Serial #
1	Bunn Coffee Machine dual	131812
2	Pepsi Fridge	7288548
3	Hot Box, Hatco	Fshc7w1ee

MENU PORTION LIST AND PRICE

Name of Proposer

Below is a sample list of items expected to be offered a la cart in the Dining Services locations. Please show portion size and retail price for each item. Where applicable, please provide container size and brand (use portion column).

Menu Items	Portion	Price
<i>Deli</i>		
CYO Sandwich		
CYO Wrap		
Panini		
Combo		
<u>Home Zone</u>		
Entrée		
Side		
Combo		
<u>Vegan Station</u>		
Entrée		
Side		
Combo		
<u>Salad Station</u>		
Per ounce		
per pound		
<u>Pizza</u>		
Cheese Slice		
1 Topping Slice		
Pie		
Stromboli		

Melts		
2 Slice Combo		
2 topping Slice Combo		
Grill		
<u>Breakfast</u>		
Scrambled		
Bacon Egg and Cheese		
Eggs Fried		
Sausage Egg and Cheese		
Egg and Cheese		
3 egg platters (toast & home fries)		
Cheese Omelet (toast & home fries)		
Meat Omelet (toast & home fries)		
Pancakes		
French Toast		
Bagel w/Flavor Cream Cheese		
Bagel w/Plain Cream Cheese		
Bagel		
Bagel w/Butter		
Bagel w/P&J		
Oatmeal Sm		
Oatmeal Lg		
Muffin		
Danish		
Croissant		
Grill		
<u>Lunch</u>		
Angus Cheeseburger		
Combo		
Grill House Chicken		
Chicken Combo		
Garden Burger		

Combo		
Chicken Tenders		
Chicken Tenders Combo		
Cheesesteak		
Cheesesteak Combo		
<u>Beverages</u>		
Coffee		
Tea		
Md Fountain		
Lg Fountain		
Smart water 20oz		
Vitamin water		
Energy		
Soda 20 oz. bottle		
Non-carbonated drink, 20 oz. bottle		
Juice		
Cold brew		
<u>Misc. Snacks</u>		
Oreos mini		
Cliff assort		
M&M assort		
Nongshim Noodle		
Chobani Flip		
Cheez-it assort		
Chips, Regular size		
Chips, Large size		
Ice Cream, Regular size		

FORM 2**STUDENT CATERED EVENTS PRICING**

Name of Proposer

Provide pricing for representative menus listed below for student catered related events.

<u>Event Name</u>	<u>Menu</u>	<u>Cust Count</u>	<u>Cost/pp</u>
Orientation	Chicken & rice bowl	1256	
Orientation	BBQ	2000	
Orientation	Burrito bowl	1000	
Recruitment Manager	Continental breakfast	700	
Open House	Continental breakfast	400	
Runway 27 Rehearsal	Sandwich, salads, beverage, desserts	800	
Admitted Students Day	Continental breakfast	1100	

Specify the number of years for which pricing will be guaranteed: _____

FACULTY DINING CLUB PRICING

Name of Proposer

Provide pricing for representative menus listed below to be offered in Faculty Dining Club.

Location: Dubinsky Student Center, 8th Floor

Days: Monday through Thursday

Hours: 11:30 a.m. to 2 p.m.

<u>Type</u>	<u>Menu</u>	<u>Cost/PP</u>
Light Lunch	Salad Bar, Cup of Soup, Dessert & Beverage	
Full Lunch	Hot Entrée, 2 sides, Salad, Cup of Soap, Dessert & Beverage	

Specify the number of years for which pricing will be guaranteed: _____

**PROPOSAL ANALYSIS SHEET
FASHION INSTITUTE OF TECHNOLOGY
DINING SERVICES OPERATIONS
RFP# C1712**

DESCRIPTION

1. One-time Sign on Bonus \$ _____
2. Guaranteed Minimum \$ _____
3. Commission Percentages See attached FIT Dining Services Workbook
4. Annual In-kind Catering Fund \$ _____
5. Additional Services and Other Support _____
6. Estimated Annual Direct Dollar Value of Proposal \$ _____

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.

DINING SERVICES OPERATIONS CONTRACT

THIS CONTRACT is made effective on _____ by and between Fashion Institute of Technology (the “College”), a community college in the program of the State University of New York, located at Seventh Avenue at 27th Street, New York, New York 10001 and _____ (the “Contractor”).

WITNESSETH:

WHEREAS, College issued a Request for Proposals (“RFP”) for management and operation of certain dining services on the College campus and related activities, as further described in Section 5 of this Contract (“Dining Services Operations”);

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 the Dining Services Operations;

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 “Catering”** means providing food and/or beverages to members of the College community and their guests or others using College facilities, at or to locations on or off the College campus, other than through regular retail meal service at Dining Services Locations. Catering is not limited to events in which Contractor’s Staff serves the food and/or beverages.
- 1.3 “Days”** means calendar days unless otherwise specified.
- 1.4 “Dining Services Locations”** means those Dining Services Operations locations listed on Appendix A.
- 1.5 “Law”** means any law, statute, rule, regulation, ordinance and other pronouncement (including common law).

- 1.6 **“Person”** means any natural person, College, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust or association.
- 1.7 **“Proposal”** means information, documents and samples provided by Contractor pursuant to the RFP.
- 1.8 **“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.
- 1.9 **“State”** means New York State.

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, a license to manage and provide Dining Services Operations at the College during the term of this Contract for the sole purpose of providing food and beverages to the College community and visitors to the College campus. The license is limited to the following:
- 2.1.1 the exclusive right and responsibility to provide residential and retail food service in the retail Dining Services Locations;
 - 2.1.2 the non-exclusive, but preferred right to provide Catering;
- 2.2 **Exclusions and Exceptions.** Notwithstanding anything to the contrary in Section 2.1:
- 2.2.1 Contractor’s rights under this Contract do not include the right to sell food and beverages in the College bookstore or, except for Catering, other locations not part of Dining Services Locations. The College reserves the right to enter into agreements with other vendors regarding the sale of food and/or beverages in these other locations.
 - 2.2.2 The FIT Student Government, the FIT Student Association, recognized FIT student run clubs and organizations, and College classes studying food preparation, technique or related subjects have the right to conduct food demonstrations, sampling, bake sales and other temporary sales or

distribution of food or beverages on the College campus.

2.2.3 The College and other organizations or groups affiliated with the College may occasionally use the Dining Services Locations during the Contractor's non-operational hours.

2.3 Exclusive Pouring Rights Contract. The College is a party to an agreement with Liberty Coca-Cola Beverages LLC that governs the brands of non-alcoholic beverages sold at the College. The terms of this "pouring rights" contract take precedence over any conflicting terms in this Contract. Contractor must use only those products permitted by the pouring rights contract, or any successor to it, when providing Service Operations.

2.4 Non-Exclusive Beverage Policy. The College reserves the right to operate under a non-exclusive beverage policy allowing the sale of multiple brands of non-alcoholic beverages throughout campus facilities. All costs associated with the acquisition, installation, maintenance and operation of beverage coolers, fountain equipment and any related fixtures shall be the sole responsibility of the Contractor.

Section 3- TERM

3.1 The term of this Contract is five years beginning on **July 1, 2026** and ending on **June 30, 2031** unless terminated in accordance with the provisions of Section 15.

3.2 College reserves the right to exercise one (1) five-year renewal option to follow the expiration of the initial contract term. College will exercise the option if it deems it to be 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. 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 If Contractor provides performance security in the form of a performance bond (see Section 4.2.2), Contractor shall provide a new bond for each renewal term, if any, no later than 30 Days before commencement of the renewal term.

- 3.4** At College's written request, Contractor shall continue to provide Dining Services Operations 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. Notwithstanding the foregoing, Contractor shall continue to provide Dining Services Operations no less than 90 Days before the end of the semester.

Section 4 – PERFORMANCE SECURITY

- 4.1** At the time of signing this Contract, Contractor must deposit with College a certified check in the sum of \$_____, to be held by College, without liability for College to pay interest on it, as security for the full, faithful and prompt performance of the terms and conditions of this Contract.
- 4.2** In lieu of delivering cash as a security, Contractor may deliver one of the following to College:
- 4.2.1 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.
- 4.2.2 a Performance Bond in the form of Appendix I issued by a New York admitted carrier in the sum of \$_____ which bond will guarantee faithful performance of the terms and conditions of this Contract, including any renewal of it.
- 4.3** In the of non-renewal, the Contractor shall provide the College evidence of the new source of surety within twenty-one (21) calendar days after the College's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause of Contract termination.
- 4.4** 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 Section 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.

- 4.5** At the time of signing this Contract, Contractor must also provide College with performance and payment bonds issued by a New York licensed carrier.

Section 5- SCOPE OF SERVICES - GENERAL

- 5.1 Schedule.** Contractor must provide Dining Services Operations at no cost to College on a year-round basis on such days and times as are set forth in Appendix A, or as otherwise required by College. Contractor may not vary from the operational schedule set forth on Appendix A without the express written permission of College. College reserves the right to require Contractor to operate additional hours during exam periods, and on weekdays, weekends and holidays to accommodate special campus events.
- 5.2 Staff.** Contractor must maintain at all times an experienced and qualified Staff in numbers sufficient to ensure efficient, hygienic and orderly performance of the Dining Services Operations. Contractor's Staff must maintain proper standards of courtesy, service and professionalism in dealings with the College community.

The Contractor's Dining Services Operations ("Manager") and managers assigned to the College shall be subject to approval of the College. The individuals initially selected for these positions may not be transferred within one year following their appointment without prior approval of the College, unless they have terminated from the Company. The Manager and managers assigned to the College shall not be changed more than once per year unless mutually agreed, and not without thirty (30) days advance notice and replacement selection made, is acceptable to and mutually agreed by College, unless they have been terminated from the company. Positions shall not remain vacant for a period to exceed thirty (30) days.

- 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 The Manager assigned to the College shall be approved by the College prior to award of the Contract.
- (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 food quality, staff/customer relations, administrative issues and the like.
 - (B) The Manager must have completed all appropriate and required

training in food safety and sanitation per New York State and New York City requirements.

- (C) 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.
- (D) The Manager must be available to the College during all Dining Services Operations hours. Contractor must provide College with the Manager's office telephone, cell-phone numbers and e-mail address. Contractor must keep this information current at all times. The Manager must be accessible by telephone to the College's dining services liaison or designee within 30 minutes of attempted contact during Dining Services Operations hours.
- (E) The Contractor and Manager must be available, at College's request, to meet regularly with the Campus Contract Administrator, Dining Committee and other authorized student committees to receive input from students and Student Organizations to adapt operations to meet student needs.
- (F) The Contractor shall also identify the top ten catering customers each semester and share this information with the Campus Contractor Administrator. The Manager or Catering Manager shall meet with these customers at least once per semester.

5.2.3 At the start of this Contract, the following managerial positions are required to be represented in the staffing plan. Candidates shall have demonstrated proficiency with appropriate comparable operations, menu development, menu item costing and pricing, internal accounting and controls, financial management, personnel management and supervision. They shall possess excellent communication and customer service skills. Candidates must have at least seven years of professional work experience in college and university dining services in increasingly responsible positions.

- (A) Dining Services Director

- (B) Residential Operations Manager
- (C) Executive Chef
- (D) Retail Operations Manager
- (E) Office/Business Manager
- (F) Catering Manager
- (G) Dietitian

5.2.4 College reserves the right to designate certain time periods as “peak hours.” Contractor must provide additional serving Staff as may be required during such peak hours.

5.2.5 Contractor shall provide, at its expense, thorough orientation and training, including regularly scheduled on-going training, for its employees at all levels of the organization. Training at the Contractor’s expense should include, but not be limited to, the areas of sanitation, food handling, equipment operation, safety, security, emergency procedures, customer relations, energy conservation, recycling, nutrition awareness, diversity training and sexual harassment training. A special emphasis should be made to ensure that student employees are provided adequate orientation and training.

A copy of the proposed annual training schedule and program should be provided to the College Contract Administrator at the start of the Contract and on the Contract anniversary date each year. Full time management staff and student managers will be expected to participate in the Student Life and Residential Life annual orientation/training program. The Contractor shall be responsible for employee salaries at these programs.

5.2.6 A full-time unit manager or supervisor or student supervisor shall be scheduled and be available for all serving and dining areas during all meal hours of Residence and Retail Dining Service. A minimum of one full-time manager to supervise units shall be scheduled during all Monday through Friday, including late night shifts. A minimum of one full-time unit manager shall be scheduled and present on the dining floor during weekend meals. Supervisory responsibility shall include, but not be limited to, maintaining decorous conditions, answering student questions, ensuring adequate food is available, assisting meal pass checkers, supervising service and dining room employee, etc.

- 5.2.7 A full-time unit dietitian shall be scheduled and be available, in-person or virtually, for all serving and dining areas during all meal hours of Residence and Retail Dining Service.
- 5.2.8 Contractor must assign at least one Staff member with a current Food Protection Certificate issued by the NYC Department of Health and Mental Hygiene to each work shift. Contractor must submit copies of these certifications to College.
- 5.2.9 Each manager or supervisor who has direct responsibility for a food service unit or production area shall have successfully completed and be certified in a Quality Assurance Program for Food-borne Illness Prevention, or give written evidence of certification that shall be displayed in the office of the location for which the manager or supervisor has prime responsibility. Recertification must be issued from an accredited University or State agency.
- 5.2.10 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. 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.
- 5.2.11 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.
- 5.2.12 Contractor's Staff must wear neat, clean and attractive uniforms appropriate to their positions while on duty. 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

5.2.13 Contractor must immediately notify the College and College upon learning that a Staff member is carrying or has contracted an infectious disease.

5.2.14 Contracted employees shall leave the College campus promptly following conclusion of the employees work shift.

5.2.15 Contractor agrees that no supervisory employees of College shall be hired by Contractor for the term of this Contract and six (6) months thereafter.

College acknowledges that Contractor has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Contractor's manner of conducting its business and that such information is available, on a confidential basis, to Contractor's supervisory employees. Therefore, College agrees that supervisory employees of Contractor will neither be hired by College for the term of this Contract and six (6) months thereafter, nor will College permit supervisory employees of Contractor to be employed on College's premises for a period of six (6) months subsequent to the termination of this Contract (unless such employees were formerly employees of College). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on College's premises at any time during the twelve (12) month period immediately preceding termination of this Contract.

5.3 Location. Unless otherwise agreed by College, retail dining and vending must be carried out in the Dining Services Locations only. Contractor may not close any portion of the Dining Services Locations without the express written permission of College.

5.4 Menu.

5.4.1 Contractor must plan menu selections and portion sizes to enable customers to meet appropriate recommended dietary allowances set by the U.S. Department of Agriculture. In addition to popularity and cost factors, Contractor must plan menus to be appealing to the senses, and must take into consideration contrasts in color, shape, texture and flavor of food. Daily menus should reflect the needs, including tastes and dietary restrictions, of persons of various cultures, religions,

medical conditions and personal beliefs, including those with kosher, halal, vegan, gluten free, and vegetarian diets, and those with diabetes, and low-cholesterol and low-sodium needs. Contractor must provide meals meeting dietary restrictions in a setting that maximizes inclusiveness, and the quality of these meals must be equivalent to regular offerings. In this regard, Contractor agrees to expand its selection of vegetarian, vegan and gluten free options in the Dining Services Locations and when providing Catering services, and shall work with College students and staff to develop a robust program serving a varied and nutritious selection of these food choice options.

5.4.2 Contractor must not use trans-fat for baking, frying, pan-frying, grilling, or as a spread.

5.4.3 Contractor must limit the number of fried hot-food options available on the daily menu to no more than 20% of products offered at any given time.

5.4.4 Menu item products and specifications in retail operations will be approved by the Campus Contract Administrator before the beginning of each academic year and/or upon inception of new menu items and will not be changed or substituted without prior notification and approval of the Campus Contract Administrator.

5.4.5 The nutritional analysis of all items served shall be displayed at all times.

5.4.6 Contractor must ensure that food choice options presented for College student events are affordable to the budgets allocated for such events.

5.4.7 During final exams scheduled each fall and spring semester by the College, dining units and all sub-units and normal menu options will be available to customers unless previously approved by the Campus Contract Administrator.

5.4.8 During the term of this Contract, College will form a food committee where the Manager and Catering Manager will be members and where at least one aforementioned manager shall be present at the committee's meetings. See also Sections 5.14 and 7.9 for additional meeting requirements under this Contract.

5.4.9 College reserves the right to further restrict menu options based on College policy or Law, and to approve future menu plans.

5.5 Quality. Contractor must purchase, prepare, and supply fresh, high-quality food and beverages at no cost to College. All food and

beverages must be prepared in a sanitary manner, served at the appropriate temperature and consistency in an appetizing manner, in an adequate quantity, at reasonable prices and in compliance with applicable health codes and other Laws concerning food preparation and handling. All food must meet or exceed the following standards:

5.5.1 Whenever possible (when taking factors such as safety, price, and quality into account), Contractor must provide locally grown/produced meat, dairy, and produce and/or organic food in conjunction with a plan to remain ecologically sustainable.

5.5.2 All meat and meat products must be slaughtered, processed and manufactured in plants operated under a USDA IMP Inspection program and bear the appropriate seal. All meat and meat products must be sound and sanitary on delivery.

(A) No preservatives, tenderizers or coloring agents may be added to any fresh meat or fresh meat product. Imported fresh or frozen meat products are prohibited for any purposes.

(B) The minimum grading requirements for all graded cuts are as follows:

- Beef, lamb, and veal shall be USDA No. 1 or USDA choice, cut to IMP specifications.
- Pure ground beef – USDA utility or better, not to exceed 18% to 22% fat.
- Pork shall be USDA #1.
- Poultry shall be USDA Grade “A”. This grade applies to all fresh or frozen poultry products. However, in the interest of food safety, only frozen poultry products shall be used at the College.
- Provisions or variety meats shall be USDA Grade #1.

5.5.3 Fresh fish and seafood must be U.S. Grade A, certified; frozen fish and seafood must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of the Interior.

5.5.4 Dairy products must meet minimum standards as follows:

- (A) Eggs - fresh USDA or state graded "A"; Cage free shelled eggs.
- (B) Butter - USDA Grade "AA" (93) score.
- (C) Cheese - USDA Grade "A" for all grated cheese.
- (D) Milk and Milk products - USDA Grade "A".

5.5.5 Fresh fruits and vegetables, if graded, must be USDA Fancy to USDA Number "1".

5.5.6 Dry stored items and canned goods must be USDA Grade "A".

5.5.7 Frozen fruits and vegetables must be USDA Grade "A".

5.5.8 Rigorous serving standards must be upheld, including:

- (A) Hot food and beverages must not be served below 145 degrees Fahrenheit.
- (B) Cold food and beverages must not be served above 40 degrees Fahrenheit.

5.5.9 Contractor shall use natural, low-fat products whenever possible. Natural, low fat processed cheeses may be used for cooking purposes. Non-processed cheeses shall be used for catering unless processed cheeses are specifically requested.

5.5.10 All meat cuts shall be in accordance with U.S.D.A. IMP specifications. These grades are intended as minimum standards only, and the Contractor is encouraged to exceed these minimums whenever possible. All other food stuffs not included in the above categories shall be of comparable quality.

5.6 Pricing.

5.6.1 Prices for Dining Services Operations shall be competitive with comparable menu items served by local commercial food operators.

5.6.2 Prices and portion sizes for representative retail dining and vended items are set forth in Appendix F. These prices and sizes shall serve as a guide for other items not listed and shall remain in effect for the first year of this Contract. Thereafter, the parties will review prices and portion sizes annually. Contractor may not change prices or portion sizes without the prior written consent of College. College will not be unreasonable in withholding approval of a change, subject to Contractor's presentation of data supporting the changes being recommended using the December Food Away from Home Consumer Price Index (CPI)

as a benchmark. Specific item food cost changes and the CPI will be used for sale price and/or portion size adjustments. The voluntary dining plans retail price adjustments will follow this same price adjustment process. Notwithstanding the above factors, any such increase shall not exceed three-and-one-half percent (3 ½%) (the “Annual CPI Cap”) unless otherwise approved by the College. If College approves a price increase, Contractor must post notice of the price increase at least two weeks in advance of implementation. 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.

- 5.6.3 The Contractor shall develop pricing strategy plans that provide good price/value options for customers and shall eliminate or change products that are perceived as low value items. The Contractor will make every reasonable effort to provide price and portion options that meet the low budget needs of the campus community in both cash sales operations and catering. Good quality, affordable options must be available. Each retail dining service unit on campus shall advertise and market a variety of daily price specials for meal combinations and individual items. The College and Contractor shall mutually determine pricing strategies for all specials.
- 5.6.4 Notwithstanding the foregoing, food prices and portions for franchise operations are subject to Contractor’s rights, duties and obligations to franchisors and licensors of the national brand pursuant to associated franchise and license agreements. Contractor must provide College with any food prices and portion changes for franchise operations at least thirty days prior to the commencement of the semester where such change is contemplated.
- 5.6.5 At no time shall Contractor change prices or portion sizes without College’s prior approval.
- 5.6.6 Prices and portion sizes for new items shall be jointly determined by the parties at the time of introduction of such new items.
- 5.6.7 Board Plan Rates: Contractor shall prepare and serve meals to College students participating in the Board Plan at the rates published in Appendix E for College to resell to its students. At the beginning of each semester, the College shall furnish Contractor with a list of all students entitled to meals at Board Plan rates. College shall advise Contractor weekly in advance of any changes in the list. Billings to the College will be based on the number of students listed, and no allowance will be made for unused meals.

- 5.6.8 College shall determine the student price charged to individuals for meal and Declining Balance plans. College may, at its option, add an administrative fee to meal and Declining Balance plans.

Contractor shall not be required to pay commission on administrative fee, nor shall the fee portion be part of the payments to the Contractor in exchange for Declining Balance net sales. Students will not receive Dining Dollars value or credit for the fee.

- 5.6.9 Service days: Board Plan rates are based upon an estimate of 232 serving days. Partial serving days may occur each academic semester when the Contractor shall be required to provide less than four meals. Partial serving days shall not be considered full days.

A. Meal plans shall not be prorated when less than seven days of service is scheduled in a week. The number of serving days each academic period shall be determined by the College. The Contractor's board rate charge per serving day shall not be adjusted as a result of changes in the number of serving days each academic period. Prior to the start of each academic period, the College shall provide the Contractor with a schedule that identifies the number of full and partial serving days for each period.

B. During partial service days and through final exams scheduled each fall and spring semester by the College, normal menu options will be available to customers at Dining Services Locations unless previously approved by the Campus Contract Administrator.

- 5.6.10 Prices for catering will be established by mutual agreement. Catering prices may be reviewed annually with the College. Contractor recommendations for increases in prices shall be made by March 15 and, if approved by the College, shall become effective at the start of the following academic year and shall remain in effect for the next twelve months. Rates will be established at the beginning of the new Contract. Rates under the new Contract, as approved by the College, shall not be effective until August 1, 2026. Events under Contract at current rates at the initiation of the new Contract shall be honored.

- 5.6.11 College shall determine the catering rates charged to external clients and groups for Catering services. College may, at its option, add an administrative fee to external catering rates. Contractor shall not be required to pay commission on these fees.

5.7 Contractor Property. Contractor must provide and install at no cost to College all trade fixtures, machinery, equipment, furniture or other personal property not provided by College, and necessary to perform Dining Services Operations (the “Contractor Property”).

5.7.1 Any installation or relocation of Contractor Property (or College Property, see below) must be approved by the College’s Director of Campus Facilities.

5.7.2 Contractor Property will not become the property of College and may be removed, at any time and from time to time during the term of this Contract and any renewals.

5.8 College Property. Attached as Appendix D is a list of all furniture, fixtures and equipment owned by the College (the “College Property”) located in the Dining Services Locations and/or provided for Contractor’s use in Dining Services Operations. The parties will review and update this list at least annually during the term of this Contract to assess the current condition of College Property.

5.8.1 College makes no implied or express warranties, including, but not limited to, warranties of merchantability or fitness for a particular purpose, with respect to the College Property. However, Contractor shall have the benefit of any warranty or guarantee given the College by the manufacturer or the seller of the property. Unless otherwise specifically agreed, all College Property is supplied “as is.”

5.8.2 College will retain title to the College Property.

5.8.3 Contractor must not remove College Property from the Dining Services Locations. Upon termination or expiration of this Contract, Contractor must return College Property in the same condition as received, reasonable wear and tear excepted.

5.9 Supplies. Contractor must provide at no cost to College all supplies necessary for Dining Services Operations, including but not limited to display, specialty equipment and overhead lighting bulbs, paper goods (subject to sustainability requirements in Section 5.16), cleaning products and other expendables, in sufficient quantities and of appropriate quality to ensure proper food preparation and handling and efficient Dining Services Operations.

5.10 Postings. Contractor must conspicuously and clearly post daily menus and prices and maintain a webpage for the clients.

5.11 Housekeeping and

Maintenance.

5.11.1 Contractor must keep the Dining Services Locations as well as all furnishings, fixtures and equipment therein in a clean, neat, safe and sanitary condition, consistent with applicable Law. The requirements listed below are minima and are not intended to replace any stricter requirements mandated by government agencies with jurisdiction. Without limitation, Contractor must:

- (A) daily clean and sanitize all surfaces and equipment used in preparing, serving and consuming food in Dining Services Locations, including but not limited to floors, tables, chairs, and food preparation and bussing areas. Contractor must include at least once daily wet mopping and sanitizing of all floors in food preparation areas, and other floor areas as required;
- (B) spot-mop spills during hours of service;
- (C) clear trays, dishes, eating utensils and trash from retail Dining Services locations and adjoining locations. The fact that some locations may be designated as self-bussing areas does not in any way limit Contractor's duty to maintain such locations in a clean, neat, safe and sanitary condition during hours of service;
- (D) remove in a timely manner all dining services equipment and associated refuse from rooms and areas where Contractor has provided catering services, unless otherwise noted.
- (E) clean loading dock area each business day, including a hosing with appropriate cleaning agents. Doors to loading dock area must be kept closed when the dock is not in use.
- (F) provide overall daily cleaning and spot to cafeteria, dining room, kitchen and prep area floors. For special events catered by the Contractor, Contractor shall prepare floors appropriately for each event;
- (G) provide or subcontract for steam cleaning of all equipment used in carrying out Dining Services Operations and the loading dock every six months, or when deemed necessary by the College, not to exceed six times per year; and

5.11.2 Contractor must:

- (A) comply with all applicable Laws regarding rubbish and recycling;
- (B) provide and maintain a sufficient number of appropriate receptacles, with liners (3 Mil or approved equal), for disposal of rubbish related to Dining Services Operations, including receptacles for customer recycling of cafeteria rubbish. Receptacles should be placed in areas highly visible to customers;
- (C) provide or subcontract for carting and disposal services for rubbish and recycled materials. Such services shall be subject to approval by the College; and
- (D) remove rubbish from College campus no less than three times a week.

5.11.3 Contractor must coordinate time and routing of deliveries with College.

5.11.4 Contractor must use and maintain all cleaning agents in compliance with all applicable Laws.

5.11.5 Inspections.

- (A) In the event that governmental authorities (including but not limited to NYC Department of Health and Fire Department) arrive for an inspection of any Dining Services Operation, the College must be notified and, whenever practical, will be present for the inspection. On the day Contractor receives a report of any such inspection, Contractor must promptly furnish to College a legible copy of the report. Contractor shall correct all reported deficiencies and remove violations within 24 hours. Contractor is liable for the payment of any fine or penalty assessed by a governmental authority for any violation of health, sanitation or safety Law in the provision of Dining Services Operations.
- (B) College reserves the right to periodically conduct, and/or contract third parties to periodically conduct on behalf of the College, unannounced inspections of Dining Services Operations with or without Contractor.
- (C) College requires that an inspection grade of "A" by the NYC Department of Health be maintained at all times.
- (D) Contractor must correct conditions unsatisfactory to College within 24 hours of any request from College. Any

extension of time or other modification requested by Contractor will be granted only if made in writing within such 24 hours, citing the reasonable grounds for such request and the reasonable time of the extension requested or reasonable modification requested, with such documentary support as may be appropriate. College's decision will be final, conclusive and binding.

5.11.6 Contractor must maintain, repair and protect Contractor Property. College shall be responsible for maintaining College Property, including but not limited to obtaining and paying for the cost of preventive maintenance and repairs, including repairs to tables, chairs, shades, trash receptacles, cooking equipment, cold boxes, ovens and refrigerators, except that repair and replacement caused by the negligence of the Contractor or its employees. Where it has been determined by the College that damages were due to the Contractor's negligence, the Contractor shall pay for the necessary repairs and for replacement to the complete satisfaction of the College. In the event that the parties deem it expedient for Contractor to repair or service a piece of College Property, Contractor shall obtain prior written approval from College before servicing or repairing such College Property.

5.11.7 College, with assistance from the Contractor, shall maintain an up-to-date physical inventory record of supplies and capital equipment during the life of this Contract. Additional new items or increased inventory level requirements shall be provided by the College through the appropriate purchasing authority and authorized funding procedures. The Contractor shall not purchase items for use at the College anticipating the College to purchase these items at some future date.

5.11.8 College shall provide the following office furniture and equipment for use by the Contractor in the performance of this Contract at no charge under: desks, filing cabinets, chairs and campus network access for PC's.

Other equipment not provided by the College that the Contractor deems necessary may be provided by the Contractor at its own expense. Said equipment and installation shall require prior approval of the College. The College reserves the right to require Contractor comply with campus required security compliance to be connected to our campus network, including to but not limited to requiring additional security software or hardware measures.

The Contractor must provide computers for all managerial employees that are compatible with campus hardware and software standards and are connected to the College network.

- 5.11.9 Contractor must provide equipment needed for processing debit and major credit card transactions at each point of sale. All costs for this service are the responsibility of the Contractor.

For purposes of the Agreement, the term “cardholder data” refers to the number assigned by the card issuer that identifies the cardholder’s account or other cardholder personal information.

Contractor shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard (“PCIDSS”) requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the “PCIDSS” Requirements).

- 5.11.10 College shall provide the Contractor with telephone equipment/campus network service, installation and repair service. College shall determine the style, number and locations of equipment to be provided. Contractor, at its option, may install additional equipment at its expense. College shall pay for equipment repair and replacement and line maintenance unless such is necessary as a result of Contractor negligence or abuse.
- 5.11.11 Contractor shall supply vehicle(s) to transport dining service items on and off campus. The Contractor shall provide qualified staff to operate the vehicle(s). The Contractor shall be liable for damages or injuries caused by the negligent operation of said motor vehicle(s) by the employees or agents of the Contractor.
- 5.11.12 College will provide extermination services to the Dining Services Locations.
- 5.11.13 College shall furnish and maintain fire extinguisher equipment and supplies, including automatic hood extinguisher systems and the Contractor shall notify the University immediately of extinguisher use.
- 5.11.14 College shall provide Contractor with campus protection and security services currently available to Dining Services, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service.

If the Contractor requires additional security, it shall be provided by, or coordinated through, the Campus Public Safety Office, for which Contractor

agrees to pay applicable bill rates. In addition to Public Safety staff, Contractor may supplement with additional supervisory staff. No other security staff may be employed by Contractor. Contractor shall follow the College's policies in dealing with improper conduct and shall report all incidents to the Campus Public Safety Office. Emergency calls shall be reported as promptly as possible to the Campus Public Safety Office, with notification of incident to proper campus representatives as outlined in the emergency reporting guidelines.

5.11.15 College reserves the right to charge Contractor for any cleaning or maintenance activities performed or contracted by College in connection with Dining Services Operations as a result of Contractor's failure to meet its obligations pursuant to this Section 5.11.

5.11.16 Contractor has no duty to investigate, detect, remove, or dispose of asbestos, lead, fuel storage tanks or contents, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at College's Dining Services Locations. Notwithstanding the foregoing, Contractor shall have an affirmative obligation to immediately make known to College any Hazardous Substance of which it is aware, may exist within any Dining Services Location. College will comply with all applicable Laws, which have been or will be enacted during the term of the Contract, regarding Hazardous Substances on the Dining Services Locations. College acknowledges that Contractor's staff will not be required to work in any Dining Services Location where they could be exposed to regulated Hazardous Substances. Contractor has advised College that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, and that all determinations and corrective actions regarding mold, fungi, mildew shall be made by College or a third party retained by College. In no case will Contractor's staff act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain with College or a third party retained by College.

5.11.17 Any provisions of this Section 5 or elsewhere in this Contract to the contrary notwithstanding, Contractor has agreed to provide services and/or products under the terms of this Contract. Contractor agrees that it shall comply and cause any third parties acting on its behalf ("Third Parties") to comply with the information security terms contained in "Appendix K" ("Vendor Information Security Addendum"). To the extent of any conflict between terms expressed elsewhere in the Contract and those provisions/requirements contained within the Vendor Information Security Addendum, the terms of the Vendor

Information Security Addendum shall control. This Vendor Information Security Addendum is incorporated in and made a part of the Contract.”

5.12 Catering. Food and beverage service for all College sponsored functions such as banquets, private parties, receptions, refreshment service, conferences, or other special events shall be provided as requested of the Contractor. Existing College policies that determine the scope of College sponsored functions shall determine the catered events included within the terms of this Contract.

5.12.1 College shall control the space commitment and scheduling of authorized College catered events. Contractor shall consult on and coordinate the menu, details of services required, and advise on effective program arrangements required with the individual or department requesting catering service.

5.12.2 Contractor shall honor the specific commitments of menus, prices and other arrangements made by the College for catering service prior to the start of this Contract.

5.12.3 Complete catering menu and price lists shall be mutually approved in writing prior to the start of the Contract. The Contractor shall formulate and submit to the College for approval an on-line catering guide including prices for all food refreshments including special meal accommodations, suggested portion sizes, catering policies, minimums, additional charges, etc. The guide should offer a quick reference guide to catering services available. This guide should be viewed as a starting point and suggestions for customers. Customization of menus shall always be an option for all catering customers.

5.12.4 Catering event tickets may be supplied by the group or organization sponsoring the event. The Contractor shall be responsible for guest control of admission and collecting of tickets for catered events where required.

5.12.5 College departments, offices and organizations choosing to use Contractor for Catering College events will submit requests to Contractor on a form approved by College. Contractor must work directly with College personnel concerning catering menus and prices.

5.12.6 Contractor shall handle billings for catering, conferences and workshops, etc. All catering cash receipts, collections and accompanying verification cash reports shall be the responsibility of the Contractor.

Catering, conference, workshop and alcoholic beverage revenues shall be reported and commissions paid in the period in which they were earned and not upon receipt of payment.

A monthly report shall be provided to the Campus Contract Administrator or designee of outstanding accounts receivable by 30, 90, and 120 days.

- 5.12.7 When the Contractor uses areas, which are not primarily intended for food service, (e.g., meeting rooms and lounges) for food service (catered meals, beverage service, receptions, etc.), appropriate room setup and tear down shall be undertaken by the College. When the Contractor caters in a non-food area, the Contractor is responsible for prompt removal of food equipment, food residue from the area, immediately following the completion of the meeting.

Catering and beverage service setup requirements shall be communicated with College Events Office.

- 5.12.8 Contractor may be granted College approval to use the College's kitchen facilities, utilities, and equipment for the production of food products for use at other locations if judgment that such activities contribute to and serve the College's purpose and the use is consistent with state regulations. Separate cost controls, profit centers and control records shall be established and maintained by the Contractor to ensure complete accountability and audit capability. The Contractor shall pay the College a commission on net sales (gross sales less State and City sales tax) generated. The terms of the agreement for providing this service shall be determined by mutual agreement of the College and Contractor and proposed to College Purchasing Office and Office of the General Counsel for prior approval and amendment of this Contract.

- 5.12.9 Contractor may not impose a delivery fee for any on-campus College affiliated catering requests, including bar set ups. The Contractor may utilize delivery fee for all non-College affiliated or off-campus events as necessary. The Contractor is encouraged to offer a pick-up discount for catering orders that are picked up from the selected pick up location.

- 5.12.10 Contractor shall have a representative in attendance at catering/conference coordination meetings, including summer meetings.

- 5.12.11 Contractor shall maintain a special catering guide for student organizations. This guide shall incorporate special pricing specifically for the purpose of helping student organizations who are on more limited budgets. The guide shall be posted on-line and shall

be offered as a default to all student organizations who book events through the catering office.

- 5.12.12 In the interest of sustainability issues and the customer perception of service levels, use of disposable serving ware including, but not limited to plates, flatware and beverage containers will be minimized to the extent possible. China and non-disposable flatware and glassware should be used whenever it is possible to do so.
- 5.12.13 All catering invoices shall be accompanied by a survey requesting feedback on the event. Multiple surveys for the same event need not be sent. These surveys shall be designed by mutual agreement of the Contractor and the College.
- 5.12.14 In the event that an outside food services provider is selected to Cater any College event, the outside provider will not be permitted to use the server or kitchen areas of the Dining Services Locations without Contractor's permission. Such outside food services provider may use the other areas of the Dining Services Location such as the dining room and will be responsible for clean-up operations.
- 5.12.15 Contractor must provide a permanent license by the New York State Liquor Authority including, but not limited to, 227 West 27th Street, New York, NY 10001 for the duration of the term of this Contract at its own cost and expense. Until a permanent license is granted, Contractor shall maintain a permit for each event catered by Contractor at which alcoholic beverages are served.
- 5.12.16 Contractor must procure liquor liability coverage in Contractor's name and naming The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York as additional insureds. This coverage must protect the above-named entities and Contractor from claims for property damage and/or bodily injury that may arise by reason of manufacturing, distributing, selling, serving or giving alcoholic beverages to the public. This insurance must be in an amount not less than \$5,000,000 per occurrence combined single limit. Contractor must provide College with a copy of the insurance certificate before beginning alcoholic beverage service.
- 5.12.17 Alcoholic beverage service must be approved by the President's office and be limited to areas approved by College with service only to faculty, staff, students and guests of the College at least 21 years of age.

5.12.18 Each period the Contractor shall provide the College with an itemized operating statement of revenues and expenses for all alcoholic beverage services for the period being reported, and fiscal year-to-date with percentage ratios given for each item and period.

5.12.19 College is a 'dry' campus and Contractor, and this Contract, are subject to any campus-wide alcoholic beverage policy.

5.13 Improper Use. Contractor may not use Dining Services Locations in connection with operations unrelated to the College.

5.14 Service Performance Expectations. The Contractor shall perform in such a way as to contribute to the prestige of the College by providing the campus with a business operation on par with its academic excellence. Successful food operations must gradually evolve (and not remain static) in order to continue to be successful. As a result, receptivity to new ideas should be demonstrated by the Contractor's staff. Dining services managers shall be alert to changing food service trends, new market forms of food, and changing diet patterns being evolved throughout the food service industry. The Contractor with input from the College shall continually initiate ideas for varied methods of food service merchandising, public relations, promotion and menu presentations in all operations to increase usage, improve service, and maximize potential revenues.

5.14.1 The Contractor shall regularly employ advertising and promotional efforts to further the visibility and image of the food services. All advertising and promotional efforts shall be approved by the College prior to implementation and shall be limited to campus media intended for the students, staff, guests and faculty of the College. It shall be expressly understood that the facilities are an incidental part of the educational function of the College, not intended for use by the general public.

5.14.2 The College shall cooperate with the Contractor in promoting its services and products to the fullest extent to attract students, staff, guests and faculty to enjoy and fully utilize the facilities. The Contractor, with assistance from the College, shall implement, merchandise, and promote new services and product variations in a manner typical of successful commercial operations. Advertising and promotional techniques employed shall include the usage of all appropriate campus information conveying systems.

For example, the Contractor shall be responsible for:

A. Maintain a website with daily menus, catering menus, special

events, hours of operation, and contact information.

B. Maintain multiple social media platforms. Social Media accounts are property of the College

C. Make regular use of flyers/posters/digital signage, Google Business, campus calendar, and other campus marketing efforts.

5.14.3 Authorized administrators of the University and student committees shall meet regularly with the Contractor's Dining Service Director, to evaluate food service, focusing on comments and providing information which could result in needed changes or improvements.

5.15.4 The Contractor will participate annually in the National Association of College and University Food Service (NACUFS) Customer Satisfaction Benchmarking Survey at its own expense. Results will be used to assess and evaluate the current dining program and determine action plans as needed to improve satisfaction.

5.15 Franchise Operations. Contractor shall have at least one nationally branded Dining Services Location with strong brand recognition. Contractor shall be solely responsible for obtaining and maintaining all franchise license agreements, and for all associated costs and obligations, including but not limited to build outs, alterations and equipment. Franchise operations are intended to (i) provide inviting food service programs which support the College's mission, (ii) attract additional retail dining commuter students, (iii) build and increase cash sales, and (iv) sustain an adequate financial return.

5.15.1 Contractor shall be responsible for all costs and obligations associated with the on-campus Starbucks, including but not limited to the replacement, maintenance, mobile ordering and repair of all supplies, equipment and furnishings, as well as the proper disposal of any items no longer in use.

5.15.2 Contractor shall be responsible for all costs and obligations associated with any future franchise operations. Such additions and improvements may include, but not limited to, build outs, alterations, installation of equipment, décor changes, mobile ordering and security improvements. All plans and specifications for the improvements must be approved by the College.

5.15.3 All additions, alterations or improvements shall be made in a good, professional manner, in accordance with College/State approved plans and specifications and in compliance with all applicable statutes, ordinance, rules and regulations. The College and the Contractor shall mutually agree on a schedule for the demolition and renovation of the

area(s) in consultation with the project coordinator and assigned architect. Dining Services Operations during this construction period shall be provided by the Dining Services Contractor in other locations.

5.15.4 Contractor shall be responsible for all costs associated with the replacement, maintenance and repair of all supplies and equipment for new build outs during the term of the Contract.

5.15.5 Contractor shall be responsible for the expense of removing any existing equipment, fixtures, counters or similar items, as necessary to prepare the premises for improvements. No such items shall be removed, however, without prior approval by the College. The College shall be responsible for the disposition, removal or storage of any College property located on the premises.

5.15.6 The College requires prior approval of all franchise license agreements associated with Dining Services Operations that the Contractor intends to enter into on behalf of the College. Each Contract/agreement shall include specifications which accurately state the responsibilities of the parties, service to be provided, prices, operational and financial terms, including discounts. Each agreement/Contract shall contain a hold harmless provision holding the College harmless and sufficient liability insurance coverage to satisfy the requirements of the College. The College shall be provided final copy of all resulting Contracts/Agreement and subsequent amendments by the Contractor for the of Campus Contract Administrator.

5.15.7 If the Contractor terminates the Contract for reasons other than set forth in Section 15, the College shall not be financial responsible for the costs of, including but not limited to, improvements or equipment.

5.16 Sustainability. Contractor acknowledges that sustainability is one of the College's core values. The College is committed to incorporating sustainability into the fabric of the campus. Contractor further acknowledges that College is committed to the State of New York's pledge to reduce and eliminate single-use plastic items at New York's public university campuses (SUNY), including items like plastic bottles, food serve products, straws, utensils and wraps/packaging films. Contractor agrees to assist College in achieving its sustainability goals by carrying out the activities described below, as well as through such other activities and programs that the Contractor may implement:

5.16.1 Contractor will purchase goods and services for Dining Services Operations locally and use organic products whenever possible (when taking factors such as safety, price, and quality into account). Contractor will also use local distributors whenever

possible.

- 5.16.2 Contractor will use only non-toxic, bio-degradable cleaning products such as Eco-Lab brand that meet Green Seal, Inc. or equivalent environmental standards.
- 5.16.3 Contractor will not use Styrofoam cups, plates or other products in Dining Services Operations. Contractor will not use non-recyclable, non-bio-degradable plastics and other to-go disposables in Dining Services Operations, and only use compostable items.
- 5.16.4 Contractor will not use non-sustainable napkins, take-out containers and other paper goods, including janitorial supplies, and only use unbleached, 100% post-consumer recycled products.
- 5.16.5 Contractor will recycle used cooking oil generated by Dining Services Operations for conversion into bio-diesel.
- 5.16.6 In general, whenever possible, Contractor will monitor waste, monitor consumption, reduce multiple chemical uses, limit excess use of electricity, use biodegradable packaging, work with vendors to limit the amount of deliveries, and incorporate LEED practices.
- 5.16.7 All new equipment purchased by Contractor for use in Dining Services Operations, will be energy efficiency rated.
- 5.16.8 Contractor will promote and sell travel coffee mugs with a logo approved by College.
- 5.16.9 College and Contractor will discuss and, if mutually agreed-upon, enact a “reusable container program” dining services program (subject to any equitable financial adjustments).
- 5.16.10 College and Contractor will discuss and, if mutually agreed-upon, enact a “tray less” dining services program (subject to any equitable financial adjustments) and promote minimal supply product usage in all dining operations.
- 5.16.11 Contractor will work with its waste management contractor to develop specific and measurable programs for composting, recycling and landfill reduction.
- 5.16.12 Contractor will develop a proactive website and communication system including social media (i.e. Facebook, Twitter) to

significantly reduce printed paper in its campus communications and information systems.

5.16.13 Contractor will work with the relevant College constituencies regarding sustainability issues, including the College's Sustainability Council, the Department of Environmental Health and Safety, and Student Life.

5.16.14 Contractor will provide a tab on the Webpage, Sustainability supported by appropriate documentation describing Contractor's sustainability practices at the College.

5.17 Meal Plans. All Residence Dining Service meals shall be food court style with self-bussing of containers, bowls, plates, etc. except for special occasions, to be worked out by mutual agreement with the College and Contractor. Display cooking methods that offer fresh and customizable options to customers shall be incorporated into menus offered every day at the Dubinsky Dining Hall during breakfast, lunch, and dinner meal periods.

5.17.1 Contractor shall make available a transferability program allowing Meal Plan contract participants to use in designated retail dining locations in addition to the Dubinsky Dining Hall. Meal Exchange options shall be approved by the College. Meal Exchange retail locations should not be restricted by hours. The College and the Contractor shall annually review Meal Exchange locations, hours of availability, transfer value and options.

5.17.2 An individual may exercise the option of changing meal plans during a specified period of time each semester. A student may change their meal plan twice during the first two weeks of the fall semester and twice during the first two weeks of spring semester.

5.17.3 Arrangements and menus for "Sick Meal Kits" shall be by mutual agreement of the College and Contractor.

5.17.4 During each semester the Contractor shall make available to all Residence Dining students a special event at no charge, such as midnight breakfast, or ice cream sundaes at mutually agreed upon locations. The Contractor shall make available to all students' free beverages, snacks and coffee for mutually agreed study nights in one Dining Services Location and/or designated area.

5.17.5 In the event of an emergency situation that interrupts the Residential Dining Contract program for more than one (1) day, the College and Contractor shall mutually review the situation and may make such meal Contract adjustments or refunds as deemed appropriate.

In the event the campus is forced to close and/or cancel classes during the regular academic year due to weather related or other circumstances, Contractor is to provide Residence (board) plan related service for each meal period.

Contractor will work with the College to mutually agree upon an emergency preparedness plan. This plan will be reviewed annually.

- 5.17.6 Contractor shall provide special diets not to exceed the Contract cost per meal or daily board rate for students when prescribed in writing by a physician.
- 5.17.7 The menu shall include a Premium Themed Night twice a month, the dates and menus of these nights are to be worked out with the cooperation of the College Dining Services Liaison. Service of Premium Themed Night is limited to Monday – Thursday.
- 5.17.8 Guest Meals are “bonus meals” in addition to your student’s Meal Plan allotment. Guest Meals can be used at any time throughout the semester in the Dubinsky Dining Hall. Guest Meals are not accepted as part of Meal Exchange. Unused Guest Meals do not rollover.
- 5.17.9 Contractor shall offer voluntary dining plans to commuter students, faculty and staff through its Dining Services website and concierge window. Contractor shall record and report voluntary dining plans sales separate from residential meal plan, Declining Balance, cash and charge sales. Total sales for each monthly period shall equal voluntary dining plan sales reported in the Contractor’s commission documentation and monthly operating statement.

College reserve the right to sell voluntary dining plans directly to commuter students, faculty and staff through its website or future meal plan portal. Voluntary dining plans shall then result in a charge by the Contractor to the College per authorized meal plan holders on Contract per scheduled days and fraction of days served. Contractor shall provide detailing billing documentation to support all charges, including but not limited to, number of authorized meal plan holders, the applicable scheduled service days and itemized redemption for Declining Balance.

The College shall not pay the Contractor an advance payment for voluntary dining plans.

5.17.10 The nutritional analysis of all items served shall be displayed at all times.

5.17.11 Display cooking and preparing food in front of the customer at the College is a priority and expectation for all meal service in the Dubinsky Dining Hall, including weekends.

5.18 Declining Balance and Fashion Express Dollars. The College maintains electronic debit accounts for students, faculty and staff. Credits in these accounts are kept in units called Declining Balance and Fashion Express Dollars. Each is equivalent to \$1.00. Each may be used at any designated locations throughout campus. Both are only available for use in Dining Services Locations.

5.18.1 Students are not required to pay state or local sales tax on Declining Balance or Fashion Express Dollars food purchases. Sales tax must be collected on non-food purchases made by students and on all food and non-food purchases made by other individuals. Declining Balance or Fashion Express Dollars may also be used to pay sales tax on taxable food and non-food purchases. Sales tax collected must be paid to the State and locality by the Contractor. A commission on all Declining Balance and Fashion Express Dollars redeemed for food service and non-food purchases, except those redeemed to collect sales tax, must be paid to the College as indicated in the Contract.

5.18.2 Contractor shall record and report Declining Balance and Fashion Express Dollars food sale transactions (commissionable and non-commissionable) separate from cash and charge sales by each service area. These sales shall be reported as a separate line item on each service unit statement and composite statement. All such sales shall be reported as net sales (not including sales tax) and shall not be adjusted by a cash over and under which may occur at the point of sale. Commission to the College shall be calculated on these net sales.

Contractor shall invoice College monthly for the total amount of all redeemed Declining Balance and Fashion Express Dollars recorded through the electronic transaction system for the previous month's sales report by each service unit.

Total invoiced sales for each monthly period shall equal Declining Balance and Fashion Express sales reported in the Contractors billing documentation and monthly operating statement.

5.18.3 Contractor shall not be paid for unused Declining Balance. Declining Balance will carryover from fall semester to spring semester. All unused

Declining Balance balances will be cleared at the end of the spring semester.

Reconciliation by mutual agreement may occur at any time during the academic period for the purpose of determining the amount of outstanding Declining Balance. The College shall not pay the Contractor for more Declining Balance sales than the total sales the College has recorded each academic period.

5.18.4 It is the responsibility of the individual purchasing a meal plan to make use of the Declining Balance in their account during the academic semester in which the plan was purchased. The College shall not provide a refund to students for unused Declining Balance. After the last day of the spring semester, Declining Balance will be cleared from all meal plan accounts.

5.18.5 Contractor shall not give cash as change for any Declining Balance or Fashion Express Dollars sales or redeem such Declining Balance or Fashion Express Dollars by giving cash to a student.

5.19 Transaction and POS Management Systems. College shall develop and distribute the Contract meal plan information and assigned individuals to a formal dining Contract. College shall provide a method for proper identification of each meal Contract individual.

5.19.1 College shall keep a master list of all persons authorized to be on each Contract meal plan. On an "as needed" basis College shall furnish the Contractor a current listing of those authorized to be on each Contract meal plan. The Contractor may review these lists with the College at any time by prior appointment.

5.19.2 College shall be responsible for the cost of the Campus ID Card and the electronic transaction management system. The Campus ID Card shall serve as meal transaction authorization for Residence (board) students and as a debit card that may be used for food purchases for all authorized individuals.

College shall provide the Contractor with limited access to the electronic transaction management system for validating access of board/declining balance plan subscribers to food service facilities. The systems shall be the Transact System Enterprise, or any successor to it, which is shared by other departments of the College for other pre-paid debit, access, or security functions.

Contractor shall be responsible for any and all annual costs and fees, including but not limited to mobile ordering, licensing, equipment repair and maintenance contracts, for participation in the Transact System Enterprise, or any successor to it. Year one of the Contract, and annually thereafter, Contractor shall reimburse College cost of Dining Services POS TIAs on a yearly basis for the Transact System Enterprise. The annual payment shall escalate yearly based on the percentage Contract increase the College receives.

- 5.19.3 Contractor shall take responsibility to collect and not honor campus ID cards presented for service that are identified as lost, stolen or otherwise invalid. Card replacement fees shall be collected and retained by the College.
- 5.19.4 Programs the Contractor may wish to have added to or interfaced with the Transact System Enterprise shall be submitted to the College to be approved. Installation of any additional programs or interfaces shall be at the expense of the Contractor, or as mutually agreed.
- 5.19.5 College commits to providing “best effort” service to ensure the Point-of-Sale systems are online at all times. There will be times in which Point of Sale (POS) locations will be offline. The Contractor is expected to continue to operate when systems are operating in offline mode. When the system is not available (in offline mode), the Contractor is expected to operate in best effort mode. The acceptance of transactions on the faith that students will have Meal Plans, Declining Balance and Fashion Express Dollars, or other means to pay is expected of the Contractor.
- 5.19.6 College will coordinate and maintain the cloud and/or servers that run the point of sale systems. The Contractor will have limited access to the back of house management operations on these systems unless deemed appropriate by the College. Changes to menu items, family groups, pricing, cashier rosters and other maintenance items will be performed by the Contractor with assistance and training from College personnel. The Contractor shall make all necessary menu item updates to the point-of-sale system within one week of going on sale within any revenue center. It is essential to the speed and accuracy of the check-out process to ensure that items being sold are properly bar-coded and tracked with proper reporting figures. The Contractor shall be responsible for immediately reporting any observed system failures through the proper established channels.

5.19.7 Contractor will at times have access to private student data, such as the student ID card or other assembled student information. It is essential that the Contractor's employees are trained in handling student data properly in regard to concerns around privacy. The Contractor shall be responsible for any misuse of student data that it has under its care.

The student information of the College is confidential information and includes student education records protected by the Family Educational Rights and Privacy Act, 20 U.S.C 1232g et seq. (FERPA). The Contractor agrees not to share or disclose this data with any third party unless written consent from the appropriate College authority is obtained and such re-disclosure is permissible under FERPA.

Section 6 - THIS SECTION INTENTIONALLY LEFT BLANK

Section 7 - COMMISSIONS, PAYMENT AND ACCOUNTING MATTERS

7.1 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:

One-time Sign on Bonus: _____

Meal Plans and Declining Balance: _____

Unused Declining Balance at End of Spring Semester: _____

Retail: _____

Catering: _____

or

a guaranteed minimum annual payment to College, regardless of Gross Sales, in the amount of _____ whichever is greater.

Contractor will also provide the following additional support to College:

In-kind Catering Fund: _____

Other: _____

7.2 Gross Sales and Meal Plan Charges.

- 7.2.1 “Gross Sales” means aggregate revenues from Dining Services Operations, excluding the following: (A) sales, use or excise taxes imposed and collected by Contractor directly from customers and paid over to any governmental agency; (B) Meal Plan and Declining Balance and catering administrative fees; (C) sales, if any, to the College community by Contractor at cost, as may be made with the prior written approval of College; and (D) refunds.
- 7.2.2 Residence dining shall result in a charge by the Contractor to the College per authorized boarders on Contract per scheduled days and fraction of days served. Declining Balance and Fashion Express Dollar sales through all dining areas shall also result in a charge by the Contractor to the College based on redemption.

Contractor shall provide detailing billing documentation to support all charges, including but not limited to, number of authorized boarders, the applicable scheduled service days and itemized redemption for Declining Balance.

The College shall not pay the Contractor an advance payment for Residential Dining services.

- 7.3 Monthly Payments, Reports and Point of Sale.** The College’s fiscal reporting period is July 1 through June 30, and its desired that the Contractor’s year-to-date reports correspond with this period. A month shall be a calendar month. A week shall run Sunday through Saturday. Contractor must submit commissions and other payments due to College on a monthly basis within thirty (30) days of the month’s end. Payments must be made by certified or bank check or money order or electronic funds transfer payable to College. Payments due to Contractor shall be made within twenty (20) days of College’s receipt of the respective invoice.

- 7.3.1 **Management Report.** Payments must be sent to the College at 333 7th Ave, 15th floor, New York, New York 10001-5091, Attention: Director of Contracted Services or via electronic funds transfer to an EFT account provided by College, and accompanied by a management report signed by the controller or comparable officer of the Contractor and showing:

- (A) Gross Sales and permitted deductions by month and YTD
- (B) sales from each type of service within the scope of Residential Dining services, including meal and Declining Balance, and in combined form for each operating period
- (C) sales from each type of service within the scope of Retail Dining services shall be reported separately and in combined form for each operating period.
- (D) sales from each type of service within the scope of Catering shall be reported separately and in combined form for each operating period
- (E) commissions paid to College by month and YTD, and
- (F) such other information as may be reasonably requested by College.

7.3.2 **Monthly Profit and Loss Statement.** Contractor must also submit to College a monthly profit and loss statement within 30 Days of the month's end.

7.3.3 **Point of Sale Management.** College is a Transact Campus, Inc., client campus. All transactions that will be processed by the Contractor (cash, check, meal plans, declining balance, credit/charge) will be integrated with the Transact Enterprise System. Credit card and debit card processing is expected at each terminal and is the sole responsibility of the Contractor to provide the hardware and transport for the data including EMV and PCI compliance.

7.3.4 **Payment Card Industry Data Security Standard.** Contractor shall undertake commercially reasonable efforts to at all times comply with the Payment Card Industry Data Security Standard (PCI DSS) requirements for cardholder data that are prescribed in the PCI Data Security Standard or otherwise issued by the PCI Security Council, as they may be amended from time to time (collectively, the PCI DSS Requirements). A copy of current PCI DSS Requirements documentation is available on the PCI Security Standards Council website.

7.3.5 **IT Policies.** It is the responsibility of the Contractor to provide proper IT support for any computer or device that is approved to be installed on-campus. College shall not be responsible for troubleshooting, diagnosing, fixing/repairing, or training of any Contractor provided device beyond assistance connecting to the College network.

Contractor shall not setup any wireless network that may interfere with existing technology on-campus.

College reserves the right to require the Contractor install an approved security software with automatic updates on computers connected to the College network.

College will not install any College owned or managed software on non-College computers.

Contractor shall utilize a multi-factor authentication system to access computers that are connected to the College network.

- 7.4 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 Dining Services Operations were provided.
- 7.5 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.
- 7.6 Records.** Contractor must maintain complete, accurate and separate books of account together with appropriate, detailed, supporting data and documents (including daily cash register tapes), in accordance with generally accepted accounting principles, for all transactions relating to the Dining Services Operations (the "Records"). Such Records must be held in compliance with Section 6 of the Standard Contract Clauses attached to this Contract as Appendix H.
- 7.7 Charges to the Contractor.** At the start of each Contract year, the College shall issue the Contractor instructions detailing the terms and amounts of charge-back payments due the College per specifications for services provided with copy to the College Purchasing Office for prior approval and amending to Contract.

For the first year of the Contract this minimum charge backs are estimated to be:

- Transact Campus Inc. (Dining Services POS TIAs): \$4,000

These charges shall be adjusted annually based on increases received by the College.

- 7.8 Inspection.** College or its auditors may inspect and review Records, and may require Contractor to furnish such other financial information related to Dining Services Operations, 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.

College shall be advised by the Contractor each year/month of the last day of each accounting period. After the last meal served each quarter or accounting period, the College may read out the sales recorded on each point of sale.

At the end of each accounting period, Contractor shall provide on request of the College the totals for each point of sale used during the period. The recorded sales for each dining service unit shall be used by the College to reconcile reported period sales.

- 7.9 Meetings.** College and Contractor will meet at least quarterly to review monthly reports, explain deficiencies, discuss problems and mutually agree on courses of action to improve the results of Dining Services Operations. 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.

- 7.10 Annual Audit.** Contractor must furnish to College as soon as available, and in any event within ninety (90) days after the end of each fiscal year of Contractor, financial and/or operating statements of Contractor as of the end of such fiscal year prepared by Contractor's Chief Financial Officer in accordance with GAAP. These financial and/or operating statements must include a record of all sales and commissions from Dining Services Operations.

- 7.11 No Liability for Credit.** College assumes no liability for credit extended by Contractor to College, faculty, staff, students, alumni, or any other person or entity. Contractor must bill credit/charge sales (the "Receivables") to College departments, offices, organizations and individuals directly to those customers. Contractor is solely responsible for the collection of Receivables. Contractor may not offset Receivables against commissions or other amounts due to College by Contractor, or condition payment of such commissions or other amounts to payment of Receivables.

At the end of each year of the Contract or on expiration or termination of the Contract any unpaid accounts that are not collectible shall remain the responsibility of the Contractor.

Section 8 - UTILITIES

- 8.1** College will furnish at no cost to Contractor all necessary heat, water, gas, electricity and air conditioning (the “Utilities”) for the efficient performance of Dining Services Operations, except that:
- 8.1.1 Contractor will be responsible for any costs that result from changes in existing electrical service, plumbing service, ventilation, lighting, etc. required by Contractor to perform this Contract.
 - 8.1.2 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.
- 8.2** Contractor must use best efforts to comply with energy conservation measures by turning off or down (including low-power mode) lights, fans, ovens, steam equipment, vending machines, and other energy consuming items, when the Dining Services Locations are not in use or when business volume dictates a reduction in the use of Utilities. Equipment use shall be planned and equipment not “warmed up” or charged if it is not expected to be used during that day or period.
- 8.3** Contractor must obtain, maintain and pay for off-campus telephone lines, DSL line for credit cards, and facsimile services. College will provide an on-campus telephone extension line for Contractor’s convenience.

Section 9 - SECURITY AND RISK OF LOSS

- 9.1** College will supply Contractor with two complete sets of keys to Dining Services Locations. Contractor will be responsible for these keys and for the cost of replacement of lost keys. If 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 Dining Services Locations.
- 9.2** Contractor must immediately report to College all fires, thefts, break-ins and other law enforcement and security matters, as well as accidents involving its Staff or customers.
- 9.3** Contractor bears the risk of loss or damage to Dining Services Operations inventory, whether in transit, on display or in storage. Contractor also bears the risk of loss for monies collected pursuant to Dining Services Operations. Losses or shortages of cash will not diminish monthly payment of commissions.

9.4 Contractor bears the risk of loss or damage to Contractor Property. College is not responsible for any losses Contractor may incur due to damage to Contractor Property arising from any cause. College assumes no responsibility for the protection of Contractor Property against loss arising from vandalism, theft, fire, water or other causes.

9.5 Contractor bears the risk of loss or damage to College Property and Dining Services Locations 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 Contractor properly secured Dining Services Locations and provided also 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 and/or Dining Services Locations. College will give Contractor written notice of amounts to be reimbursed. Contractor must reimburse College within 60 Days of the date of said written notice.

9.6 Information Security.

9.6.1 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 9.6.1.

9.6.2 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.

9.6.3 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 9.6.

9.6.4 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 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 Dining Services Operations 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.
Employer’s liability insurance	\$500,000 single limit
Commercial General Liability (ISO Form CG0001, ed. 2001)	\$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 personal medical payments
Comprehensive Automobile Liability Insurance (ISO Form CA0001, ed. 10/01)	\$1,000,000 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 Dining Services Operations.
Umbrella Excess Liability	\$5,000,000 combined single limit over the primary employers' liability, commercial general liability and automobile liability coverage.
Errors and Omissions Professional Liability	\$1,000,000 per occurrence \$3,000,000 general aggregate
Liquor Liability	See Section 5.12.16

- 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-VII" rating in the current edition of A.M. Best's Insurance Guide.
- 10.4** Required Insurance 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. 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 (which may be by means of a blanket endorsement) to include **The Fashion Institute of Technology, its auxiliary corporations, The State University of New York, the New York City Department of Education and the City and State of New York (the "Additional Insureds")**. Such policies must stipulate that the insurance provided is primary insurance in respect of the Additional Insureds, and that any other insurance or self-insurance maintained by the Additional Insureds is excess and not contributory insurance. 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. Any insurance coverage that Contractor provides for College and their respective directors, officers and employees shall only cover liability assumed by Contractor in this Contract; such insurance coverage shall not cover liability in connection with or arising out of the sole wrongful or sole negligent acts or omissions of College and their respective directors, officers and employees.

- 10.6** The Commercial General Liability policy must not contain any exclusions or endorsements that are not acceptable to College.
- 10.7** 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 Dining Services Operations.
- 10.8** Contractor must furnish certificates to College evidencing all Required Insurance and endorsements naming the Additional Insureds, before commencing Dining Services Operations.
- 10.9** 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.
- 10.10** Contractor must promptly notify College of any accidents arising in the course of performance of Dining Services Operations causing bodily injury or property damage.
- 10.11** 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. College agrees that Contractor's Required Insurance will not cover liability for any action where the College is proven solely negligent.
- 10.12** 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.
- 10.13** 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 - ASSUMPTION OF RISK AND INDEMNIFICATION; WAIVER

- 11.1** 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 Dining Services Operations, or from any act, omission or neglect of Contractor, Contractor's directors, officers or Staff.
- 11.2** Contractor agrees to indemnify, defend and hold harmless College, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York, and each trustee, director, officer, employee, agent, successor and assign of any or all of them, 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 Dining Services Operations by Contractor and Contractor's Staff, or (vi) any claim by the Internal Revenue Service that monies, services or other support received by College pursuant to this Contract constitute taxable unrelated business income.
- 11.2.1** Contractor and College mutually agree to indemnify, defend and hold the other harmless from third-party claims arising out of or in connection with the negligent acts or omissions in performing obligations under this Contract.
- 11.3** Contractor hereby releases College, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York, and each director, trustee, officer, employee, agent, successor and assign of any or all of them, from any and all liability hereunder.
- 11.4** The provisions of this Section will survive the expiration of this Contract.

Section 12 - CONTRACTOR'S INDEPENDENT STATUS

- 12.1** 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.
- 12.2** All personnel furnished by Contractor as required under this Contract are Staff of Contractor, and not of College, 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 College, City or State to Contractor's Staff, nor makes College, 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.
- 12.3** 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 Dining Services Operations. As a result, the responsibility of complying with the provisions of the Act lie solely with Contractor.
- 12.3.1 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.
- 12.3.2 Contractor expressly represents to College Contractor's intention to abide by the provisions of the Act.
- 12.3.3 At College's request, Contractor shall produce for inspection its records evidencing Contractor's compliance with the Act.
- 12.3.4 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, 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.
- 12.4** 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 13 - USE OF NAME; ADVERTISING

- 13.1** Contractor may not use the name, or any logo, mascot, seal, trademark, trade name or other proprietary mark of College for brand or product endorsement. Any other use is subject to College's prior written approval.
- 13.2** 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 Dining Services Locations, without advance written approval of the College. The replacement, maintenance, safety, and removal of such materials are Contractor's responsibility.
- 13.3** In all purchase orders, and in commitments to vendors, suppliers, building contractors, in banking and in similar relations of Contractor in connection with the Dining Services Operations, 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.
- 13.4** Contractor must make prompt and timely payments to its franchisors, suppliers and subcontractors.
- 13.5** 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 Dining Services Operations.

Section 14 - COLLEGE'S ADDITIONAL RIGHTS

- 14.1** College has the right of access to Dining Services Locations at all times.
- 14.2** College has the right to establish rules, regulations and policies regarding the use of Dining Services Locations.
- 14.3** College and other organizations and groups affiliated with College have the right to use Dining Services Locations from time to time during Contractor's non-operational hours for College purposes as may be required. To the extent possible, College will provide to Contractor advance notice of such use. Such users will be responsible for appropriate setup and cleanup. Dining Services Locations will be restored to conditions mutually satisfactory to Contractor and College before the next regularly scheduled meal service.

Section 15 - TERMINATION

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

- 15.1.1 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);
- 15.1.2 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 15.1.1), 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 if Contractor becomes insolvent or otherwise discontinues business.
- 15.1.3 Termination for cause under this Section 15.1 constitutes grounds for a finding of non-responsibility for other College-affiliated contracts. College's failure to exercise any remedy accruing upon the default of Contractor will not be deemed a waiver of or acquiescence in any future default.

15.2 Other Termination.

- 15.2.1 College may terminate this Contract in its best interests upon 90 Days' written notice to Contractor.
- 15.2.2 Contractor may terminate this Contract in its best interests upon 120 Days' written notice to College.
- 15.2.3 College may suspend or terminate this Contract upon immediate notice to Contractor should Dining Services Locations 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.

15.3 Inventory and Removal of Equipment.

15.3.1 Upon expiration or termination of this Contract, College will conduct a physical inventory of all College Property. The inventory must be equal to the original inventory (see Appendix D), except for the deletion of items of College Property that the College agreed to retire and not replace, and the addition of any furniture, fixtures, equipment and other personal property, provided either by Contractor or by the College.

15.3.2 Upon expiration or termination of this Contract, Contractor must remove Contractor Property from the College premises within ten Days of the date of expiration or notice of termination, as the case may be. Contractor must restore the Dining Services Locations to the condition prior to use thereof by Contractor, normal wear and tear and any changes to the Dining Services Locations made pursuant to Section 5.15 excluded. Contractor must repair all damage caused by the installation or removal of such Contractor Property. Such Contractor Property not removed from College campus will be deemed abandoned.

15.4 College's Rights. On the effective date of any notice of termination received from College, Contractor must stop performance of Dining Services Operations. Upon termination, College has the right to contract with another party for performance of Dining Services Operations 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 and any difference in guaranteed annual commissions between this Contract and any substituted agreement. Nothing in this Section will be deemed to limit or waive any other rights or remedies of the College under either Law or contract.

15.5 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 either party in Law or in equity.

Section 16 - COMPLIANCE WITH LAW

16.1 Contractor and Contractor's Staff must comply with all federal, state and local laws including, but not limited to, laws governing Dining Services Operations as well as all applicable College rules, regulations and policies, 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 Dining Services Operations.

- 16.2** Contractor is solely responsible for taxes, assessments and fees required or assessed in connection with Dining Services Operations, 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 17 - PERIOD OF LIMITATION

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

Section 18 - CONTRACT DOCUMENTS

Contractor's Proposal is attached to this Contract as Appendix J 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 19 - MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

College encourages the submission of bids or proposals by certified minority and women-owned business enterprises.

Section 20 – PROTECTION OF CONFIDENTIAL DATA

- 20.1** 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.
- 20.2 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.
- 20.3 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.

- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information and Remedies.** Contractor shall, report to College immediately, but no later than 48 hours of its discovery, 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 21- MISCELLANEOUS

- 21.1 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.
- 21.2 Assignment.** Neither College nor Contractor shall assign this Contract nor any right, title or interest therein, without the previous consent, in writing, of the non-assigning party (not to be unreasonably withheld); provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this Contract, "Affiliate" shall mean a company which controls, is controlled by or is under common control with the assigning party or its ultimate parent company. Any attempt to assign this Contract in violation of Section 21.2 without the non-assignment party's written consent will be null and void.
- 21.3 Confidentiality.** Contractor's Request for Proposal (the "Proposal") is confidential. As such, Contractor retains all rights and respect to the use or implementation of any concepts in its Proposal. In addition, Contractor has stamped certain confidential and proprietary information with the words "CONFIDENTIAL/PROPRIETARY."
- 21.4 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.

- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 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, by email, 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.
- 21.9 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.
- 21.10 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.

21.11 **Publicity.** Neither Contractor nor College shall disclose the terms of this Contract to any other person or entity outside its organization other than as required or compelled by law, regulations or policy. Neither College nor Contractor and its Affiliates shall, without the other Party's consent, use the other Party's name, logo or trademark. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Contract in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable), for use in such Party's marketing materials and to the extent required or compelled by law.

IN WITNESS WHEREOF, the parties have signed this Contract:

CONTRACTOR:

COLLEGE:

Fashion Institute of Technology

By: _____

Name:

Title:

Date:

By: _____

Name: Sherry Brabham

Title: Vice President of Finance and
Administration

Date:

APPENDICES

APPENDIX A – Dining Services Locations and Schedule of Operations
APPENDIX B – Academic Calendar 2025-2026
APPENDIX C – Contractor Property – to be added
APPENDIX D – College Property
APPENDIX E – Meal Plans Academic Calendar 2025-2026
APPENDIX F – Retail Pricing Academic Calendar 2025-2026
APPENDIX G – Catering Menu
APPENDIX H – Standard Contract Clauses
APPENDIX I – Performance Bond
APPENDIX J – Contractor’s Proposal
APPENDIX K – Vendor Information Security Addendum

DINING SERVICES LOCATIONS AND SCHEDULE OF OPERATION

12 Week Semester

Dubinsky Dining Hall

Monday – Friday

Breakfast: 7:30am-11:15am

Lunch: 11:15am-4:30pm

Dinner: 4:00pm-9:00pm

Late Night

Monday – Thursday

9:00pm-10:30pm

Saturday and Sunday:

Brunch: 10:00am-2:00pm

Lunch: 4:00pm-7:00pm

Starbucks

Monday-Thursday

7:30am-7:00pm

Friday

7:30am-5:00pm

Feldman Express

Monday-Thursday

8:30am-9:00pm

Friday

8:30am-3:00pm

Faculty Dining Club

Monday-Thursday

11:30am-2:00pm

Eats Café

TBD

Winterim

Feldman Express

Monday – Friday

8:30am-3:30pm

Dubinsky Dining Hall - Closed
Starbucks - Closed
Faculty Dining Club - Closed
Eats Café - TBD

Summer I

Feldman Express
Monday-Thursday
8:30am-3:00pm
Friday - Closed

Dubinsky Dining Hall - Closed
Starbucks - Closed
Faculty Dining Club - Closed
Eats Café - TBD

Summer II

Feldman Express
Monday-Thursday
8:30am-3:00pm
Friday - Closed

Dubinsky Dining Hall - Closed
Starbucks - Closed
Faculty Dining Club - Closed
Eats Café - TBD

ACADEMIC CALENDAR 2025-2026

Fall 2025

August 7	Fall 2025 tuition is due
August 16	Residence halls open for new students contracted for fall housing
August 18	Convocation
August 18- 22	New Student Orientation
August 23	Residence halls open for returning students contracted for fall housing
August 24	Last day to receive 100% refund for fall course drops
August 25	Fall 2025 semester begins
August 25 - 31	Late registration (add/drop) week
August 31	Last day to receive 75% refund for fall course drops
August 31	Last day to add/drop courses in MyFIT (online system)
closes at 11:30 pm)	
September 1	Labor Day - College closed
September 7	Last day to receive 50% refund for fall course drops
September 11-22	Certification rosters open to faculty
September 14	Last day to withdraw from fall classes with a partial refunds
September 22	Last day for faculty to submit certification rosters (online system closes at 11:59pm)
September 22	Rosh Hashanah - Classes suspend at 4pm
September 23, 24	Rosh Hashanah - College closed
September 25	Census date
October 1	Yom Kippur - Classes suspend at 4pm
October 2	Yom Kippur - College closed
October 6-10	Make-up examination period for spring Incomplete (IN) grades
October 30	Winter registration begins
October 31	Spring registration begins for currently enrolled graduate students
November 3-7	Spring registration begins for currently enrolled, degree seeking students
November 7	Spring registration begins for re-admitted degree students
November 17	Spring registration begins for non-degree students
November 21	Last day to submit fall Course

Withdrawal forms (WD grade)

November 21	Last day to submit a fall College Withdrawal form
Nov 27 - 30	Thanksgiving Recess - College closed
December 1	Graduation application priority deadline for May/Spring and August/Summer 2026 graduation
December 1 admits	FAFSA submission priority deadline for Spring 2026
December 6	Last day for all Saturday classes
December 7	Winter 2026 tuition is due
December 7	Last day for all Sunday classes
December 8	Last day for Monday day classes
December 8	Final grade rosters open for faculty
December 9	Last day for all Tuesday classes
December 9 2026	Spring registration begins for students admitted Spring 2026
December 10	Last day for Wednesday day classes
December 12	Last day for all Friday classes
December 15	Last day for Monday evening classes
December 16	Emergency Make-Up Day
December 17	Last day for Wednesday evening classes
December 18	Last day for all Thursday classes
December 19	Emergency Make-Up Day; Fall 2025 semester ends
December 20	All residents must vacate residence halls by 9:00am

Winter 2026

January 1	New Year's Day - College closed
January 2	Fall final grade rosters are due
January 4 housing	Residence halls open for students contracted for winter
January 4	Last day to receive 100% refund for winter course drops
January 5	Winter 2026 term begins
January 5	Last day to receive 75% refund for winter course drops
January 5 applicants	FAFSA submission priority deadline for Fall 2026
January 5, 6	Late registration (add/drop) period
January 6 system closes at 11:30pm)	Last day to add/drop winter courses in MyFIT (online)
January 6	Last day to receive 50% refund for winter course drops
January 7 refund (25%)	Last day to withdraw from winter classes with a partial
January 7	Spring 2026 tuition is due

January 7,8	Winter certification rosters open to faculty
January 9	Census date
January 15 (WD grade)	Last day to submit course withdrawal forms for winter
January 19	Martin Luther King, Jr. Day - College closed
January 20 spring housing	Residence halls open for new students contracted for
January 21	Winter grade rosters open for faculty
January 21	Winter 2026 term ends

Spring 2026

January 21 - 22	New Student Orientation
January 22	Convocation
January 23	Winter final grade rosters are due
January 25 for spring housing	Residence halls open for returning students contracted
January 25	Last day to receive 100% refund for spring course drops
January 26	Spring 2026 semester begins
Jan 26 - Feb 1	Late registration (add/drop) week
February 1	Last day to receive 75% refund for spring course drops
February 1 closes at 11:30pm)	Last day to add/drop courses in MyFIT (online system
February 8	Last day to receive 50% refund for spring course drops
February 12-23	Certification rosters open for faculty
February 15 refund (25%)	Last day to withdraw from spring classes with a partial
February 16	Presidents Day - College closed
February 23 closes at 11:59pm)	Last day for faculty to submit certification rosters (system
February 24	Census date
March 2-6 (IN) grades	Make-up examination period for Fall 2025 Incomplete
March 30 - April 5	Spring Recess - No classes
March 31 names to be listed in	Graduation application must be submitted for student
April 3	Commencement program
April 7	Good Friday - College closed
April 10	Summer registration begins
students	Fall registration begins for currently enrolled graduate
April 13-17 seeking students	Fall registration begins for currently enrolled, degree

April 17 students	Fall registration begins for newly admitted graduate students
April 17	Fall registration begins for re-admitted degree students
April 27	Fall registration begins for non-degree students
May 1	Graduation application priority deadline for Dec/Fall 2026 & Winter/Jan2027 graduation
May 1 grades)	Last day to submit spring course withdrawal forms (WD grades)
May 1	Last day to submit a college withdrawal form for spring
May 7	Summer tuition is due
May 9	Last day for all Saturday classes
May 10	Last day for all Sunday classes
May 1	Last day for all Tuesday classes
May 1	Final grade rosters open for faculty
May 3	Last day for all Wednesday classes
May 14	Last day for all Thursday classes
May 1	Last day for all Friday classes
May 1	Last day for all Monday classes
May 1 non-summer residents	Residence halls close at 9am for all non-graduating and non-summer residents
May 19, 20	Emergency Make-Up Days
May 20	Spring 2026 semester ends
May 20	Spring final grade rosters are due
May 21	Commencement (tentative date)

Summer 2026

May 25	Memorial Day - College Closed
May 25 drops	Last day to receive 100% refund for Summer 1 course
May 26	Summer 1 begins
May 26 drops	Last day to receive 75% refund for Summer 1 course
May 26, 27	Late registration for Summer 1 (add/drop)
May 27 drops	Last day to receive 50% refund for Summer 1 course
May 27 system closes at 11:30pm)	Last day to add/drop Summer 1 courses in MyFIT (online system closes at 11:30pm)
May 28 partial refund (25%)	Last day to withdraw from Summer 1 classes with a partial refund (25%)
May 28- June 1	Certification rosters for Summer 1 open for faculty
June 1	Last day to submit 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 19	Juneteenth - College closed
June 29	Summer 1 ends
June 29	Final grade rosters for Summer 1 open for faculty
June 29	Last day to receive 100% refund for Summer 2 course
drops	
June 30	Last day to receive 75% refund for Summer 2 course
drops	
June 30	Summer 2 begins
June 30, July 1	Late registration for Summer 2 (add/drop)
July 1	Summer 1 final grade rosters are due
July 1	Last day to add/drop Summer 2 classes in MyFIT (online
system closes at 11:30pm)	
July 1	Last day to receive 50% refund for Summer 2 course
drops	
July 2	Last day to withdraw from Summer 2 classes with a
partial refund (25%)	
July 2 - 6	Certification rosters for Summer 2 open to faculty
July 3	Independence Day observed - College closed
July 6	Last day for faculty to submit certification rosters for
Summer 2	
July 7	Census Date for Summer 2
July 21	Last day to submit course withdrawal forms (WD grades)
for Summer 2	
July 27	Final grade rosters for Summer 2 open to faculty
July 27	Summer 2 ends
July 29	Summer 2 final grade rosters are due

CONTRACTOR PROPERTY – TO BE ADDED

COLLEGE PROPERTY**Dubinsky Dining Hall**

	Cooking Equipment	Serial #
1	Hanging Tray Line	J02743
2	Fryer	60012
3	Crisper	N/A
4	Southbend range with oven (2)	18278
5	Varimixer (2)	3005080005
6	Hobart Slicer	9640-55555-120
7	Hobart Chopper	569-831-804
8	Panini Press (2)	2016091837
9	Marsal DeckOven (2)	1844
10	French Fry Display Warmer	5501861438
11	Garland Flat Top	P/N1286000
12	Charbroiler	D036253
13	Pitco Fryer (2)	N/A
14	Rotary Toaster	N/A
15	Flat Top Warmer (2)	N/A
16	Flat Top Warmer (Cheg Station)	170310-077
17	Euro DIP 1 (2)	2016091848
18	Cleveland Kettle (2)	WT3996
19	Cleveland Steamer	WC82215-036-07
20	Soda Fountains (2)	611047-03D
21	Hobart Dishwasher	85-1037736

	Fridges/Freezers	Serial #
1	Grill Fridge Display	NA6M15604
2	Top Fridge	16629
3	McCall Refrigeration	S-792442
4	Maxcold Freezer	6037430
5	Deli Fridge Counter	NA03M0302
6	Salad Bar	N/A
7	Grab and Go Fridge (3)	6203097
8	Juice Dispenser	EX4X1531007
9	Milk Dispenser	SAC120431A

10	Sushi Cooler	02101718812-2
11	Sushi Freezer	18272
12	Sushi Display	DSC47L-1411-0002
13	Sushi Fridge	16628
14	Pizza Fridge	16627
15	McCall Fridge 2	S-792447
16	Deli Display	BMGR48-SS23020014
17	Milk Fridge	03E18040RFN-1
18	Fridge 2	03E18030RFN-1
19	Ice Maker	18274
20	Fridge Drawers (2)	Global 8923-05-A
21	Grill Freezer	1162000DUK2102261060043
23	Deli Fridge	0974000DUK210607211101070

Faculty Dining Club

	Cooking Equipment	Serial #
1	Vulcan Fryer (2)	48-1606391
2	Vulcan Charbroiler	658020177
3	Vulcan Braising Pan	21-1176953
4	Vulcan Kettle	27-1176696
5	Vulcan Convection Oven (4)	48-1609011
6	Vulcan Steamer	27-1177015
7	Globe Slicer	543342
8	Floor Mixer	104835
9	Hobart Dishwasher	85-107-2625
10	Creascor Warmer	HAC-J162871916
11	Small Mixer	A5-81873-74
12	Bif Mixer	A6-23025
13	Fetco Coffee Maker	130352052868A
14	Fetco Coffee Maker	01492003A

	Fridges/Freezers	Serial #
1	Ice Box	110763104
2	Traulsen Fridge	AR1232LUT-FHS
3	Kolpak Fridge	07F0353CLR1
4	Artic Freezer	64273

5	Schmid Freezer	66755
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Feldman Express

	Cooking Equipment	Serial #
1	Coffee Machine	13890077
2	Coffee Urns (2)	1. TF 00748763 2. 13833046
3	Microwave	020007201

	Fridges/Freezers	Serial #
1	Grab and Go (2)	1. 8126730 2. 7499684

Starbucks Café

	Cooking Equipment	Serial #
1	Equolab Wash	111153
2	Blender (2)	1.(Brown) 036027121127133358 2. (Black) 0629111220527541342
3	Coffee Pot (2)	A119687
4	Hobart Dishwasher	23-1115-895
5	Coffee Maker	A159305
6	Merry Chef Oven (2)	1. 2203213090302 2. 2203213090306

	Fridges/Freezers	Serial #
1	Fridges (2)	1. 5131373 2. 5226626
2	Ice Maker	09071280011740
3	Freezer (3)	1.7933697 2.637436 3.10428647
4	Lowboy (5)	1. (M1) 2207820201766 2. (M2) 2204820202489 3. (Mobile)

		2204820202261 4. (CB) 2204820202488 5. (Warm) 2204820202261
5	Display Case	2352532CZ391939
6	Coffee Grinder	2036379007
7	Nitro Fridge	11264600

Pomerantz Pantry

	Equipment	Serial #
1	Bunn Coffee Machine dual	129758
2	Ice Machine, maxx ice	025012161010
3	Turbo Air Fridge	M3r2lc2030

Great Hall Pantry

	Equipment	Serial #
1	Coke Fridge	Vm21012685
2	Hot box, metro	C519cfc4

Katie Murphy Pantry

	Equipment	Serial #
1	Bunn Coffee Machine dual	131812
2	Pepsi Fridge	7288548
3	Hot Box, Hatco	Fshc7w1ee

MEAL PLANS ACADEMIC CALENDAR 2025-2026

1. Residential Meal Plans

Traditional Students – 250 Block

\$2,977 per semester - 250 Meals with \$400 Declining Balance/Tiger Bucks

Non-traditional Students – 95 Block

\$1,895 per semester - 95 Meals with \$450 Declining Balance/Tiger Bucks

Kaufman Hall Students – All DB Plan (Defaulting plan for returning students)

\$575 per semester - Declining Balance/Tiger Bucks

Kaufman Hall Students – 75 Block (Optional plan for returning students)

\$1,288 per semester - 75 meals with \$425 Declining Balance/Tiger Bucks

Resident Assistant – All DB Plan

\$750 per semester – Declining Balance/Tiger Bucks

2. Voluntary Meal Plans

Commuter Students, Faculty & Staff – 25 Block

\$386 per semester - 25 Meals with \$100 Declining Balance/Tiger Bucks

Note – Commuter students, faculty and staff have the option of purchasing a 250, 95 and 75 Block plan as well as all declining balance plan.

RETAIL PRICIING ACADEMIC CALENDAR 2025-2026 – TO BE ADDED

CATERING MENU – TO BE ADDED

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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim 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 College 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 College 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 College 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. College 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 Colleges 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 College 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 College or b) a written agreement in excess of \$100,000.00 whereby 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, 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 College, 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 College 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. College 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. College 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, College 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).

11. IRAN DIVESTMENT ACT. By entering into this Contract, Contractor certifies that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved. During the term of the Contract, should College receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, College will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the College shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default. College reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.

January 2014

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, **[name of Contractor]** as Principal, and **[name of Surety]** as Surety, are held and firmly bound to The Fashion Institute of Technology (College) 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 Dining Services Operations, 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 College 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 _____, 200 ____.

PRINCIPAL (Seal)

By: _____
Signature

Name

Title

SURETY (Seal)

By: _____
Signature

Name

Title

Contractor Proposal

Fashion Institute of Technology

Vendor Information Security Addendum

Introduction

Vendor and Fashion Institute of Technology ("FIT") have entered into an agreement under which Vendor has agreed to provide services and/or products under the terms of that agreement ("Agreement"). Vendor agrees that it shall comply and cause any third parties acting on its behalf ("Third Parties") to comply with the information security terms contained herein ("Vendor Information Security Addendum"). This Vendor Information Security Addendum is incorporated in and made a part of the Agreement.

Definitions

Unless otherwise set forth in the Agreement, the following definitions shall apply to this Vendor Information Security Addendum:

"Confidential Information" shall have the meaning set forth in the Agreement between the FIT and Vendor provided however, that in any event, Confidential Information includes Personal Data, as defined below.

"Data Protection Laws" means all applicable data protection and data privacy laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the EU General Data Protection Regulation (GDPR), Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and the California Consumer Privacy Act (CCPA).

"FIT Policies" means all FIT policies, standards, guidelines and rules in force from time to time which FIT has made available to Vendor or its employees.

"Data Security Breach" means an actual or suspected unauthorized: disclosure, access, acquisition, processing, transfer, or disposal of Confidential Information or FIT's systems.

"Personal data" shall have the meaning ascribed to "personally identifiable information," "personal information," "personal data" or equivalent terms as such terms are defined under Data Protection Laws.

"Processing" or "Process" means any operation or set of operations that is performed on Confidential Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmissions, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Security Policy" has the meaning given to it in paragraph 2.1.

Vendor agrees to establish and maintain and shall require its Third Parties to establish and maintain the following safeguards to ensure the security of FIT's Confidential Information:

1. General Terms

- 1.1. For the term of the Agreement and for so long as Vendor holds FIT's Confidential Information or may impact the security of FIT's systems, it will take all reasonable steps to ensure the confidentiality, integrity, and availability of FIT's Confidential Information and systems. Vendor shall not disclose any Confidential Information to any unauthorized third party without the express written permission of FIT.

- 1.2. Vendor shall comply with all applicable privacy and Data Protection Laws.
- 1.3. To the extent Vendor processes cardholder data, as defined by the PCI Security Standards Council, Vendor acknowledges it's required at all times to secure such cardholder data and agrees to comply with applicable Payment Card Industry Data Security Standard requirements (PCI DSS) and shall provide a copy of its current PCI-DSS attestation of compliance, upon request.

2. Information Security Program

- 2.1. Vendor shall develop, implement and maintain a comprehensive, written information security program that is reviewed and updated at least annually (the "Security Policy") in accordance with: (i) industry recognized standards and best practices, such as ISO 27001, NIST 800-53, NIST CSF, PCI-DSS, etc.; and (ii) Data Protection Laws. Upon request, the Vendor shall make a copy of its Security Policy or, at a minimum, the table of contents of its Security Policy available to FIT. Vendor shall designate an employee or employees to coordinate and implement the Security Policy. The senior management of Vendor shall have approved the Security Policy. The Vendor's employees and agents who have access to the Vendor's systems shall be required to review and accept the Security Policy at least annually.
- 2.2. The Vendor shall perform, or cause a reputable third-party to perform, comprehensive penetration tests and code review with respect to the Vendor's information systems at least annually or whenever there is a material change in technical or organizational measures. The penetration tests, code reviews, and such other information security assessments and threat and vulnerability assessments shall cover the following:
 - 2.2.1. the identification and evaluation of risks that could result in unauthorized Processing of Confidential Information or inability to Process Confidential Information;
 - 2.2.2. the assessment of the adequacy and effectiveness of security measures; and
 - 2.2.3. a gap analysis in order to prevent leakage, alteration or damage of Confidential Information.
- 2.3. For each test and assessment, the Vendor shall review the results and update its security measures and training to remediate any risks identified in the test or assessment. Such remedial efforts shall be taken with urgency in accordance with industry-recognized standards and the sensitivity of the risk. Upon request, Vendor shall provide reasonable updates on remedial efforts to FIT.
- 2.4. Upon request, Vendor shall provide to FIT an executive summary report containing the results of the penetration tests and vulnerability assessments described above, along with remedial steps taken.
- 2.5. Vendor shall procure the performance of information security risk assessments by independent third parties or internal personnel, independent of those who develop or maintain Vendor's information systems or information security program.
- 2.6. The Vendor shall continuously review and assess its Security Program to ensure its adequacy and alignment with industry-recognized standards.

3. Human Resource Management

- 3.1. To the extent permitted by law, the Vendor shall conduct comprehensive background checks prior to hiring. These checks will include criminal records, employment history, reference checks, and any other industry-appropriate requirements to ensure the reliability and personal integrity of all employees, agents,

and contractors. Vendor shall not allow any employee or third party who has failed to pass a background check to have access to Confidential Information or be involved with performing services for FIT.

- 3.2. At the time of hire and annually thereafter, Vendor shall ensure that all employees and third parties with access to Confidential Information or who are involved with providing services to FIT have completed appropriate training on Vendor's information security program and obligations to ensure the security of Confidential Information. The Vendor shall continuously provide proper supervision and guidance to ensure that security is at the forefront of its employees' minds.

4. Data Security Breach Notification

- 4.1. Vendor shall notify FIT, without undue delay, and in no event later than seventy-two (72) hours, of Vendor becoming aware of any Cybersecurity Incident and/or Data Security Breach to cybersafe@fitnyc.edu. In Vendor's notice, Vendor shall specify to the extent available:
 - 4.1.1. the time, date and location of the incident and a description of the nature of the incident, including a description of affected and potentially affected Confidential Information;
 - 4.1.2. an assessment of the likely consequences of the incident;
 - 4.1.3. measures taken and/or to be taken to mitigate the consequences of the incident; and
 - 4.1.4. any other information reasonably required by the FIT relating to the incident from time to time.

5. Security Incident Management

- 5.1. Vendor shall maintain an incident management process for addressing information security incidents and Data Security Breaches, including escalation paths to senior management, incident contact lists, initial responses, investigation log, system recovery, issue and eradication, reporting and review and follow-up procedures, including appropriate notification to regulators and law enforcement.
- 5.2. Vendor's incident management process shall include a recording of relevant details, which may include: the type of incident, the date and time of the incident, the person who reported the incident, the cause and effect of the incident, and the remedial actions taken in response to the incident.
- 5.3. Vendor shall utilize a lessons learned exercise to improve its security program, which shall include documenting the areas identified for improvement and the actions taken. Upon request, Vendor shall provide a copy of its lessons learned exercise documentation.

6. Physical and Environmental Security

- 6.1. Vendor shall maintain Vendor's information systems in a physically secure environment safe from physical and natural threats, which shall include:
 - 6.1.1. physical entry controls, which are reasonably appropriate in the circumstances, to ensure that only authorized individuals gain access to such facilities; and
 - 6.1.2. environmental controls, which are reasonably appropriate in the circumstances, to protect against damage from fire, water, or other environmental hazards

- 6.2. The Vendor shall limit access by using physical barriers, which shall be controlled either through electronic access control validation (e.g., key card) or by human security personnel (e.g., security guard). Employees and other authorized individuals shall wear photo ID badges at all times while on the premises.
- 6.3. The Vendor shall ensure that visitors are required to sign in, present appropriate identification, and be assigned a visitor ID badge that must be worn while visiting any of the facilities. The visitor shall also be continually escorted during their visit.
- 6.4. Vendor shall only provide access to its facilities on a need-to-know and least privilege basis. Access privileges shall be promptly revoked when the need no longer exists.
- 6.5. The Vendor shall ensure that all access points to the data processing facilities are maintained in a secure state and monitored by video surveillance cameras that record all individuals accessing the facilities. To the extent permitted by law, the Vendor will retain video surveillance footage for a period of one hundred eighty (180) days. The Vendor shall also maintain electronic intrusion detection systems to detect unauthorized access to the facilities. All physical access to the facilities by employees and third parties shall be logged and routinely audited.
- 6.6. Vendor shall maintain throughout data processing facilities fire, smoke, heat, and water detection and non-water-based fire suppression mechanisms (e.g., Class C). Vendor shall ensure that fire hazards, such as cardboard, are not permitted in the data processing facilities. Where appropriate, Vendor shall maintain power backup systems to ensure an uninterrupted power supply.

7. Business Continuity and Disaster Recovery

- 7.1. Vendor shall develop and maintain business continuity and disaster recovery plans to ensure the continuity of services provided to FIT. The business continuity and disaster recovery plans shall be reviewed and tested annually. Upon request, Vendor shall provide evidence of its completed business continuity and disaster recovery tests.
- 7.2. Except as otherwise required by industry standards, law, or the Agreement, the Vendor shall back up all Confidential Information on a daily basis. Vendor shall maintain a recovery point objective of no less than four (4) hours and a recovery time objective of no less than twenty-four (24) hours. Backup data shall be encrypted in accordance with the requirements outlined in this Vendor Information Security Addendum.

8. Transportation and Encryption

- 8.1. Vendor shall implement and maintain appropriate controls to avoid the theft, loss or unauthorized access of Confidential Information during the transportation or transfer of media or documents by making prior arrangements with the intended recipient to secure the receipt of Confidential Information.
- 8.2. Vendor shall encrypt all Confidential Information in accordance with industry-recognized best practices, using at least 256-bit symmetric or 2048-bit asymmetric encryption both in transit and at rest. The Vendor shall manage encryption programs and encryption keys to prevent leakage and unauthorized or improper use.
- 8.3. Vendor shall implement, maintain, and periodically update a post-quantum cryptography ("PQC") strategic plan for ensuring the continued confidentiality, integrity, and availability of Confidential Information and

systems against a cryptanalytic attack by quantum computers capable of breaking current public-key cryptosystems currently in use (a “PQC Plan”). To the extent Vendor stores any FIT Confidential Information, Vendor’s PQC Plan shall address the threat of “harvest now, decrypt later” programs. Upon request, Vendor shall provide an executive summary of its PQC plan.

9. Access Management

- 9.1. Vendor shall make Confidential Information available only to its employees or third parties who have a legitimate business need to access Confidential Information in order to assist Vendor in carrying out its obligations under the Agreement.
- 9.2. Vendor shall have a formal user access management process for those with access to Vendor’s facilities and systems, including identification and authentication controls that:
 - 9.2.1. requires formal periodic review and approval;
 - 9.2.2. grants access only on the need-to-know and least privilege basis;
 - 9.2.3. utilizes multi-factor authentication for remote network access;
 - 9.2.4. access is revoked or disabled after ninety (90) calendar days of inactivity;
 - 9.2.5. revokes access immediately after termination or when no longer needed;
- 9.3. Vendor shall ensure that only employees with the appropriate permissions set out in Vendor’s Security Policy can grant, alter or authorize the access rights to Vendor’s information systems.
- 9.4. Vendor shall use industry-recognized authentication protocols, including assigning unique identifications, multifactor authentication, and strong passwords. Password and authentication controls shall include:
 - 9.4.1. Any default password shall be changed immediately.
 - 9.4.2. Passwords shall be encrypted in transit and storage.
 - 9.4.3. Passwords must be masked, suppressed, or otherwise obscured such that unauthorized parties are not able to observe or subsequently recover them. Passwords must not be logged or captured as they are being entered. Passwords shall be stored, salted and hashed, and not in clear text.
 - 9.4.4. The password must be a minimum of fifteen (15) characters. Password complexity level should not be less than 3 out of 4 character types and must have character type choices such as upper case letters, lower case letters, numeric digits, or special characters (such as \$, !, #, %, etc.).
 - 9.4.5. The last five (5) passwords cannot be reused. Passwords must be changed every ninety (90) days.
 - 9.4.6. Passwords must not be shared.
 - 9.4.7. Passwords associated with privileged accounts must be stored in a password vault.
- 9.5. Vendor shall block user access after no more than five (5) unsuccessful attempts to gain access and timeout after thirty (30) minutes of inactivity for all systems and applications that store Confidential Information.
- 9.6. For all systems that Process Confidential Information, Vendor shall maintain a complete record of access requests and log activity on those systems. Such records and logs shall be retained for at least one (1) year or as otherwise required by law. Vendor shall maintain a process to systematically review such records.
- 9.7. The Vendor shall routinely inspect the logs of relevant access events and store all logs on separate physical devices, backing up such data regularly.

- 9.8. Vendor shall implement strong authentication mechanisms, such as multi-factor authentication, for all remote access to Vendor's network, systems and applications that store Confidential Information. Additionally, remote access activity shall be logged and monitored.
- 9.9. The Vendor shall ensure that responsibility for information security management under the Agreement is clearly assigned to an individual with the appropriate skills, experience, and influence within the organization. The Vendor shall ensure the separation of duties as appropriate and applicable.
- 9.10. Vendor shall maintain measures using either physical or logical access controls to separate FIT Confidential Information from Vendor's or Vendor's other clients' information.
- 9.11. Vendor shall maintain clean desk/clear screen policies and ensure unsecured Confidential Information is not left unattended to protect against the unauthorized viewing, copying, alteration, destruction or removal of media containing Confidential Information.
- 9.12. Vendor shall regularly perform social engineering tests (i.e., simulated phishing exercises) to determine compliance with Security Policy and take remedial actions where appropriate.
- 9.13. Vendor shall implement and maintain appropriate data leak prevention controls (e.g., by prohibiting devices and disabling functionality or protocols that allow the uncontrolled exfiltration of Confidential Information).

10. Network Security Controls

- 10.1. Vendor shall protect Confidential Information in its networks against unauthorized access or modification, by using network security devices, such as firewalls and intrusion detection and prevention systems, at critical junctures of Vendor's IT infrastructure to protect the network perimeters.
- 10.2. Vendor shall use up-to-date versions of system security software, including firewalls, proxies, web application firewalls and interfaces. Additionally, Vendor shall implement and maintain up-to-date antivirus software, malware protection, security updates, patches, and virus definitions consistent with industry-recognized standards. Such software shall be installed and running to scan for and promptly remove viruses on all endpoints, servers and networks.
- 10.3. Vendor shall maintain a patch management process that requires that patches are tested before installation on all systems that Process Confidential Information or are used to deliver services to FIT.
- 10.4. Vendor shall ensure that system administrators maintain complete, accurate, and up-to-date information regarding the configuration of all systems that handle Confidential Information.
- 10.5. Vendor shall maintain controls to ensure the timely identification of vulnerabilities in Vendor's information systems, including intrusion detection and/or prevention and monitoring and response processes, which identify both internal and external vulnerabilities and risks. At least monthly, Vendor shall scan its information systems with industry-standard security vulnerability scanning software to detect security vulnerabilities. Vendor shall classify detected vulnerabilities according to the CVSS and remediate any such vulnerabilities within commercially reasonable timeframes, commensurate with the risk or severity rating.

- 10.6. Vendor shall subscribe to vulnerability intelligence services that provide current information about technology and security vulnerabilities.
- 10.7. Vendor shall refrain from storing Confidential Information on media connected to external networks unless necessary for business purposes.
- 10.8. Vendor shall log network and remote access attempts and maintain these logs for a minimum of six (6) months.
- 10.9. To the extent Vendor requires access to FIT's network, systems, or computing environment, Vendor must follow FIT's security policies and controls and utilize FIT-provided hardware and access mechanisms to connect to FIT's network, systems, or computing environment. Vendor shall not connect third-party devices to FIT's network, systems, or computing environment, unless mutually agreed upon in a statement of work and approved by FIT's CISO.

11. Third Party Management

- 11.1. Vendor shall ensure that any authorized Third-Party, including but not limited to any of Vendor's cloud providers, is at all times contractually bound by substantially similar obligations as set forth in this Vendor Information Security Addendum and shall conduct regular due diligence of said Third-Party to ensure continued compliance with the terms. Vendor shall immediately notify FIT if it suspects or confirms that Vendor's Third-Parties are out of compliance with the requirements set forth herein.
- 11.2. Vendor shall ensure that any of its authorized third parties, including but not limited to its cloud providers, maintain one or more industry-recognized security certifications or reports, such as ISO 27001, SOC2 Type II, and PCI-DSS (if applicable), etc. Upon request, Vendor shall provide such evidence of compliance with this requirement herein.

12. Temporary File Management

- 12.1. Vendor shall ensure that temporary files containing personal data:
 - 12.1.1. Adhere to data minimization principles
 - 12.1.2. They are created only where strictly necessary
 - 12.1.3. Are protected to a level consistent with the original information
 - 12.1.4. Are retained only for as long as required for processing; and
 - 12.1.5. They are erased once processing ends.
- 12.2. The vendor must take all necessary steps to prevent temporary files from being saved to backup storage. In cases where such backups are unavoidable, in whatever media format and howsoever made, Vendor shall scan for such temporary files at least annually and prior to the end of Vendor's engagement with FIT, and security delete the data so that it cannot be retrieved.

13. Asset Management

- 13.1. Vendor shall implement a documented process and tools for tracking both physical and data assets, which should include:
 - 13.1.1. A process for recording the receipt of documents or media containing Confidential Information, to include appropriate identifiers associated with the document or media; and
 - 13.1.2. A process for recording any outgoing documents or media containing Confidential Information, to include appropriate identifiers associated with the document or media.
- 13.2. Vendor shall maintain a data classification policy to indicate the level of sensitivity assigned to data and ensure an appropriate level of protection is applied accordingly. Whenever practicable, Vendor shall label confidential information as such. Vendor acknowledges that Confidential Information is and shall remain confidential and owned by FIT irrespective of labeling or absence thereof.

14. Software Lifecycle Management

- 14.1. The Vendor shall adhere to industry-standard application development and coding practices and processes (e.g., OWASP Top 10) to ensure the security and integrity of applications and prevent unauthorized and untested alterations to the source code.
- 14.2. Vendor shall not use any Confidential Information in development and test environments unless protected to the same level as in the production environment and the requirements set forth in the Agreement.
- 14.3. Vendor represents and warrants that any software provided under the Agreement is free of any known viruses, malicious or backdoor code, undisclosed features designed to access, disable, damage, impair, erase, deactivate or electronically repossess Confidential Information or FIT's environment, and is appropriate for its intended purpose. Vendor shall implement measures to ensure that the source code is protected from unauthorized copy, use, duplication, modification, and is securely stored.
- 14.4. Vendor shall implement a change management process that includes tracking and formal approval of changes, back-out procedures, and the appropriate segregation of duties. All changes shall be tested in a test environment and approved through a formal process before being implemented in the production environment.
- 14.5. Vendor shall replace outdated or unsupported information systems and software of the Vendor.

15. Logging and Monitoring

- 15.1. Vendor shall implement and maintain logging and monitoring measures in accordance with industry standards, Data Protection Laws, and the Agreement to (i) ensure the early detection of unusual, abnormal, unauthorized or malicious activities; and (ii) provide an audit trail of each system and transactional activity for subsequent review; and (iii) record all changes to Confidential Information and detail related to the access of Confidential Information. Unless otherwise required by law, the Vendor shall retain its logs for a period of at least six (6) months.

16. Audit, Inspection, and Accreditation

- 16.1. Vendor shall perform at least once every year or whenever there is a substantial change to Vendor's information systems, an audit of Vendor's information systems and organization that verifies compliance

with its Security Policy and the Agreement. The audit shall be applied uniformly throughout the Vendor's network to detect, investigate, and resolve all non-compliances.

- 16.2. Upon FIT's request, Vendor shall permit FIT (or a third party under the instruction of FIT) to perform an audit of Vendor's and its Third Parties' information security program. FIT or its appointed third party shall be allowed to carry out this audit not more than once a year, except in the event of a Data Security Breach, in which case FIT may be permitted to conduct an additional audit. An audit will include the following conditions: (i) any audit will be limited in duration to five (5) business days, (ii) each party shall bear their own costs of an audit, (iii) the results of the audit shall remain confidential, (iv) and the audit will be non-invasive (e.g. no penetration testing, security scanning, etc.).
- 16.3. FIT will detail any findings of an audit conducted under this Section 16 (Audit, Inspection, and Accreditation) and provide a report of those findings to Vendor. Vendor shall work toward addressing those findings promptly. If Vendor fails to appropriately address FIT's findings, FIT shall have the right to terminate the Agreement.
- 16.4. The Vendor shall hold and continuously maintain a third-party security certification, such as ISO 27001, SOC 2 Type II, PCI-DSS (if applicable), or other similar assessments, the scope of which shall cover the services delivered to FIT. Upon request and at no additional charge to FIT, Vendor shall provide a copy or evidence of its security certification.

17. Data Return and Destruction

- 17.1. Upon FIT's request, termination or expiration of the Agreement, or Confidential Information is no longer needed for the purpose of performance under the Agreement, Vendor shall promptly return or destroy FIT's data according to industry recognized standards such as NISTSP 800-88, DoD 5220-22M, or SEAP 8100/8200. Upon request, Vendor shall provide certification of destruction in accordance with this section.
- 17.2. The Vendor shall strip all devices that contain storage media, such as laptops, smartphones, USB sticks, or other removable storage devices, before disposing of or reusing the device.

18. Survival

- 18.1. Notwithstanding anything to the contrary in the Agreement, this Vendor Information Security Addendum shall survive termination or expiration of the Agreement for so long as Vendor has access to FIT's Confidential Information or may impact the security of FIT's computing environment.