

FASHION INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSAL (RFP)
NOTICE TO CONTRACTORS
CHEMICAL INVENTORY MANAGEMENT SYSTEM
RFP#C1603

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, 16th Floor, New York, NY 10001-5992 (Tel: 212-217-3630)

Each proposal must be sent in digital and (2) hard copies and identified, on the outside of the envelope, with the name and address of the Contractor 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:

“RFP#C1603”
CHEMICAL INVENTORY MANAGEMENT SYSTEM
TO BE OPENED ONLY BY AUTHORIZED OFFICIAL" and
"ATTENTION: CANDIDA POINSETTE, PURCHASING OFFICE"

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

Only those proposals received at FIT Purchasing Office, on or before, 1:00 PM, on, March 26, 2024 will be considered.

ATTACHMENT A
BID CHECKLIST
FASHION INSTITUTE OF TECHNOLOGY
CHEMICAL INVENTORY MANAGEMENT SYSTEM
RFP# C1603

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

- ☐ Did you complete in full the Bid Analysis Form?

- ☐ Did you sign for each Addendum to this project, *if any were published*? (It is the contractor's responsibility to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.)

<https://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>

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

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

ATTACHMENT B
CONTRACTOR REFERENCE SHEET
FASHION INSTITUTE OF TECHNOLOGY
CHEMICAL INVENTORY MANAGEMENT SYSTEM
RFP# C1603

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

- 1) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent _____ Satisfactory _____ Marginal _____ Unsatisfactory _____

- 2) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent _____ Satisfactory _____ Marginal _____ Unsatisfactory _____

- 3) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent _____ Satisfactory _____ Marginal _____ Unsatisfactory _____

FIT Interviewer: _____ Signature: _____ Date: _____

FASHION INSTITUTE OF TECHNOLOGY
REQUEST FOR PROPOSAL (RFP)
CHEMICAL INVENTORY MANAGEMENT SYSTEM
RFP#C1603

SCHEDULE

RFP Release Date February 26, 2024

Written questions may be submitted to the Purchasing Office via email: Purchasingbids@fitnyc.edu. Answers will be provided to all Contractors in a timely manner.

Last day for receipt of written questions March 8, 2024 by 2:00 PM

Proposal Due Date March 26, 2024 on or before 1:00 PM

Commencement of Work Within 5 days of award

The Terms as contained in Section V of this RFP together with the Terms and Conditions attached hereto shall be incorporated into a final agreement (the “Contract”) that shall be delivered by FIT to the successful chemical management system vendor upon award.

**The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled.*

INTRODUCTION

- A. The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 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. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, “FIT” or the “College”). The successful responsive and responsible bidder (hereinafter “Contractor”) shall be required to enter into a contract with FIT based on the terms and conditions specified herein.
- B. FIT seeks to engage the services of an experienced vendor who specializes in chemical inventory management. The ideal Contractor must have experience with chemical inventory management at higher education institutions. The Contractor will work closely with the FIT Environmental Health and Safety (EHS) Department.

- C. Under no circumstances will FIT be liable for any costs incurred by vendor candidates (or “respondent(s)” in preparation and/or production of a proposal or for any work performed prior to the College’s written authorization to proceed on Contract.

I. REQUIREMENTS

- A. Responding vendors shall meet the following requirements and furnish all necessary information with the proposal. *Submit one (1) digital 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 vendor has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which candidates for the position has or asserts proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of a proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent an assertion by the vendor candidate, the College reserves such right to use.

Proposals shall be submitted on or before March 26, 2024 by 1:00PM, to:

**CANDIDA POINSETTE
PURCHASING AGENT
FIT PURCHASING OFFICE
333 SEVENTH AVENUE, 15TH FLOOR
NEW YORK, NY 10001**

- B. The respondent 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.

Contractors shall provide with its Proposal:

1. Overview

- a) FIT requires the respondent to have at least *ten (10) years* of experience in Chemical Inventory Management Systems in NYC, preferably in a higher education setting.
- b) The ideal Contractor must have experience with:
- a. **Proprietary Program specific to FIT**

- a. Provide on-site college wide access to proprietary SDS online database for OSHA required SDS documents of all chemical products used/stored on the FIT main campus buildings and residence halls
- b. Ability for students and staff to access online database by logging in through MyFit from any computer (Chrome or Safari) and smartphone
- c. Provide annual off-site maintenance of the SDS online database and provide FIT EHS staff with administrative rights
- b. Tier III Reporting**
 - a. Electronically file and submit the New York City Department of Environmental Protection FIF report prior to March 1st deadline
- c. Support**
 - a. Unlimited technical support (email, phone, or online channels)
 - b. Software upgrades, documentation updates
 - c. Dedicated services of a full-time account manager for implementation and technical support
 - d. Have direct access to SDS provider(s) offering a vast amount of current SDSs.
- d. SDS Online Database**
 - a. Acquisition, indexing and updating of SDSs (if available)
 - b. Contact manufacturers directly to obtain updated SDSs through various means such as telephone, fax, email, postal mail, or the manufacturer's website
 - c. Import electronic SDSs, scanning new SDSs only when necessary
 - d. Indexing the following fields, when accessible:
 1. Product Name
 2. Manufacturer information
 3. GHS document status flag
 4. GHS signal word
 5. SDS created/revision date
 6. NFPA or HMIS rating
 7. GHS health and physical hazard statements
 8. GHS precautionary statements
 9. GHS pictograms
 10. Ingredient names
 11. CAS numbers
 12. Weight percentages
 13. Specific gravity
 14. Ongoing updating of regulatory flags (e.g., carcinogen, prop 65, RCRA series)
 15. PPE
 16. Assigned SDS to specified locations (as provided by client)
 17. Documentation SDS review for enhanced OSH/WHMIS compliance
- e. Onsite Chemical Inventory (per day)**
 - 1. Provide annual on-site chemical inventory of all chemical products used/stored throughout FIT's main campus and residence hall locations
 - 2. Timeframe of inventory to happen within the months of July and August

3. Two (2) person inventory team using smart book devices that are linked to the online database
 4. Travel and accommodations (if applicable) to be included
 5. Inventory assessment to include:
 - a. Inventory location
 - b. Product name
 - c. Part/ID number (as available)
 - d. Manufacturer information
 - e. Barcode information (as available)
 - f. Container type (metal can, glass jug or bottle, cylinder, etc.)
 - g. Container units (fluid oz, milligrams, liters, etc.)
 - h. Number of containers (quantity)
 - i. Chemical inventory reports of all inventoried locations for FIT EHS access
- c) Staff of Contractor must be physically able to work on and safely maneuver any necessary equipment. Contractor must have met all state and city safety requirements and be up to date with all safety standards. Contractor must also be insured and certified as required.

2. Similar Experience and References

Respondent must provide a list of other clients, for whom they have provided similar services, with special reference to include detailed information for a minimum of three (3) references providing project description, project budget, contact person, title, and phone number.

II. FEE PROPOSAL

Candidates must provide a flat fee proposal in accordance with the attached Proposal Analysis Sheet. Not to include percentages or negotiated rates.

III. EVALUATION CRITERIA

- A. A committee will use the following criteria to evaluate the proposals, which meet the requirements of these specifications.

1. Range of Business Services and Qualifications	35%
2. Similar Experience and References	35%
3. Cost	20%
4. Interview or Oral Presentation (Optional)	10%

- B. FIT reserves the right to award the contract to the candidate with the highest score on criteria one (1) through three (3) listed above in Section III A., **or** to interview the

candidates with the highest score on criteria one (1) through three (3). In the latter case, the College will award the Contract to the respondent with the highest scores on criteria on (1) through four (4).

IV. CONTRACTOR'S RESPONSIBILITIES

The Contractor is required to work closely with FIT professionals and FIT staff. The Contractor must be one who can easily accommodate FIT's hard deadlines, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, demonstrate a professional demeanor at all times, and assist with EHS related issues is essential.

V. TERMS

- A. The term of Contract shall be for one (1) year commencing upon award of the Contract.
- B. FIT shall have the option to renew the Contract in its best interest for five (5) additional one (1) year periods. If FIT elects to renew the Contract, the Purchasing Office shall provide notice to Contractor a minimum of ninety (90) days prior to the expiration date of the Contract for such initial term or any existing renewal year. Within ten (10) days of receiving such notice, the Contractor shall submit a sworn renewal to FIT.
- C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the Contract.

SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

A. Proposal Requirements:

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. Candidates are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or Proposal Analysis Sheet. All candidates propose 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 candidate 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. Candidates 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 will be opened publicly.
5. Proposals received after the time of the proposal opening will be returned unopened
6. **Force Majeure Event.** A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non performing party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The non-performing party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one-week (7) days due to a Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.

B. No Oral Statements:

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

Any changes to the proposal document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every entity that requested a copy of the RFP.

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 the 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 the 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 the 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 the 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 the proposer believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to 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 a proposer to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the 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 Contractor for ninety (90) days from the proposal due date.

G. No Sales Tax:

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

H. Proposal Withdrawal:

1. Proposers may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, proposers may *withdraw* proposals only after the expiration of thirty (30) 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 Contracts 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 the proposer is not responsible in accordance with law and/or FIT policies and regulations.
3. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT do so.

L. Award of Contract:

1. Subject to the provisions of Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT policies and 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 the Contract with FIT upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("Exhibit B").
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.
6. 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 in the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

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.

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.

“Exhibit A”
PROPOSAL ANALYSIS SHEET
CHEMICAL INVENTORY MANAGEMENT SYSTEM
RFP # C1603

COST/ALL INCLUSIVE

Proposal for Chemical Inventory Management System Services inclusive of travel and other expenses:
Fee: \$ _____

Milestone	Description	Cost
M1	Onsite Chemical Inventory Price Per Man Day	\$
M2	Tier II Reporting & Submission	\$
M3	SDS Online Database	\$
M4	SDS Indexing	\$
M5	SDS Acquisition	\$
Total Cost of Implementation (Sum of Costs for Activities 1 through 5)		\$

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)

Telephone: _____

Facsimile: _____

Federal ID #: _____

E-mail: _____

Date: _____

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

To Be Signed Only Upon Award of Contract

"Exhibit B"
RFP# C1603
CHEMICAL INVENTORY MANAGEMENT SYSTEM
CONTRACT

THIS CONTRACT (the "Agreement") is made and entered into as of the ____day of _____ by and between the Fashion Institute of Technology (hereinafter "FIT") and _____ (hereinafter "Consultant" or "Contractor").

WHEREAS, it is the desire of FIT to retain the services of Contractor to provide Chemical Inventory Management System.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, FIT hereby retains the Contractor upon the terms and conditions contained herein, and the Contractor hereby accepts said retention and agrees to provide Chemical Inventory Management System services to FIT.

1. Term: The effective dates of this Agreement shall be for one (1) year upon both parties signing the Agreement. The Agreement may, however, be terminated at any time after the first thirty days by either party giving thirty (30) days' notice in writing to the other party.

2. Services by Consultant: The Consultant shall be expected to provide the following services-

Proprietary Program specific to FIT

- a) Provide on-site college wide access to proprietary SDS online database for OSHA required SDS documents of all chemical products used/stored on the FIT main campus buildings and residence halls
- b) Ability for students and staff to access online database by logging in through "MyFit" from any computer (Chrome or Safari) and smartphone
- c) Provide annual off-site maintenance of the SDS online database and provide FIT EHS staff with administrative rights

Tier III Reporting

- a) Electronically file and submit the New York City Department of Environmental Protection FIF report prior to March 1st deadline

Support

- a) Unlimited technical support (email, phone, or online channels)
- b) Software upgrades, documentation updates

- c) Dedicated services of a full-time account manager for implementation and technical support
- d) Have direct access to SDS provider(s) offering a vast amount of current SDSs.

SDS Online Database

- a. Acquisition, indexing and updating of SDSs (if available)
- b. Contact manufacturers directly to obtain updated SDSs through various means such as telephone, fax, email, postal mail, or the manufacturer's website
- c. Import electronic SDSs, scanning new SDSs only when necessary
- d. Indexing the following fields, when accessible:
 - 1. Product Name
 - 2. Manufacturer information
 - 3. GHS document status flag
 - 4. GHS signal word
 - 5. SDS created/revision date
 - 6. NFPA or HMIS rating
 - 7. GHS health and physical hazard statements
 - 8. GHS precautionary statements
 - 9. GHS pictograms
 - 10. Ingredient names
 - 11. CAS numbers
 - 12. Weight percentages
 - 13. Specific gravity
 - 14. Ongoing updating of regulatory flags (e.g., carcinogen, prop 65, RCRA series)
 - 15. PPE
 - 16. Assigned SDS to specified locations (as provided by client)
 - 17. Documentation SDS review for enhanced OSH/WHMIS compliance

Onsite Chemical Inventory (per day)

- 1. Provide annual on-site chemical inventory of all chemical products used/stored throughout FIT main campus and residence hall locations
- 2. Timeframe of inventory to happen within the months of July and August
- 3. Two (2) person inventory team using smart book devices that are linked to the online database
- 4. Travel and accommodations (if applicable) to be included
- 5. Inventory assessment to include:
 - a. Inventory location
 - b. Product name
 - c. Part/ID number (as available)
 - d. Manufacturer information
 - e. Barcode information (as available)
 - f. Container type (metal can, glass jug or bottle, cylinder, etc.)
 - g. Container units (fluid oz, milligrams, liters, etc.)
 - h. Number of containers (quantity)

- i. Chemical inventory reports of all inventoried locations for FIT EHS access

3. Payment: The amount of this Contract is _____ Dollars (\$ _ _) (the “Fee”).

4. Indemnification: The Consultant shall indemnify FIT and its respective affiliates, auxiliary organizations, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the Consultant.

5. Confidentiality: All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT or FIT Foundation shall be held in strictest confidence and used only for the purpose of this Agreement. Consultant's submissions to FIT and/or FIT Foundation shall not be considered confidential.

6. Arbitration: Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in New York, New York in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be the final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.

7. Entire Agreement: This Agreement is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

8. Effect of Waivers: The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

9. Governing Law: All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.

10. Non-Assignability: Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the express, prior written consent of the other Party.

11. Severability: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable

only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. Execution: This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

13. Force Majeure Event. A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The nonperforming party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one-week (7) days due to a Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

**RFP# C1603
CHEMICAL INVENTORY MANAGEMENT SYSTEM**

In witness whereof, the parties have executed this Contract: The amount of this Contract is
Dollars
(\$ _ _ _ _)

FOR CONTRACTOR:

Signature

Print Name and Title

ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONTRACTOR

State of New York

County of _ _ _ _ _) SS:

On this _ day of _ _ _ _ _ 20 _ _ , before me personally came _ _ _ _ _ to

me known, who being by me duly sworn did depose and say that s/he resides at _ _ _ _ _ , that s/he is
the _ _ _ _ _

of _ _ _ _ _ , the corporation described in and which executed the above instrument; and
that s/he signed her/his name thereto by order of the Board of Directors of said corporation.

Notary Public

FASHION INSTITUTE OF TECHNOLOGY:

**Sherry F. Brabham,
Treasurer and Vice President for Finance and Administration**