

SOUTH DAKOTA BOARD OF REGENTS

Budget and Finance
Consent

AGENDA ITEM: 5 – S
DATE: May 13-15, 2024

SUBJECT

Contract for Services greater than 5 years and over \$100,000 a per year – SDSU Laundry Service and Maintenance Agreement

CONTROLLING STATUTE, RULE, OR POLICY

[SDCL § 13-49-15](#) – Purchasing and contracting for institutions
[BOR Policy 5.3](#) – Agreements and Contracts

BACKGROUND / DISCUSSION

South Dakota State University (SDSU), Dakota State University (DSU), and Northern State University (NSU) issued a system-wide RFP for laundry services and maintenance. Required upgrades with the current laundry payment technology were going to significantly increase costs and prompted the system to look for an alternative laundry provider that would provide equipment as well as service. Caldwell and Gregory was selected as the vendor of choice for all three campuses and, based on the proposed contract terms, other campuses will have the ability to participate at the same unit rate for the next three years if desired. In addition to approval of the system contract, due to the duration of the agreement, SDSU’s contract addendum also requires BOR approval because its annual expenditure under the proposed terms exceeds \$100,000 per year for the equipment and service.

IMPACT AND RECOMMENDATIONS

The proposed contract will permit the three participating campuses to provide adequate and efficient laundry services and maintenance to students for a seven-year period, as well as providing a framework for the remaining three institutions to take advantage of the system contract when their current operations allow.

Board staff recommends approval.

ATTACHMENTS

Attachment I – Master Agreement and Addendum for SDSU Caldwell & Gregory Special Laundry Service and Maintenance for South Dakota Board of Regents Universities

DRAFT MOTION 20240513_5-S:

I move to approve the Master Special Laundry Service and Maintenance Agreement for South Dakota Board of Regents Universities and the SDSU addendum in substantially similar form as presented in Attachment I.

CALDWELL & GREGORY
129 Broad Street Road
Suite A
Manakin-Sabot, Virginia 23103

(800) 927-9274
(804) 784-6100
(804) 784-7418 (Fax)
service@caldwellandgregory.com

SPECIAL LAUNDRY SERVICE AND MAINTENANCE
FOR SOUTH DAKOTA BOARD OF REGENTS UNIVERSITIES

This agreement is between **Caldwell & Gregory (“C&G”)**, whose offices are at the address listed above, and **South Dakota Board of Regents**, and the Universities they govern, an Institution of Higher Education, with a principal place of business at 306 E Capitol Ave, Suite 200, Pierre, SD 57501 (“Management”). Management, wishing to provide the residents of certain campus residence halls (“premises”) with laundry facilities, agrees to allow C&G to access all common area laundry areas within the premises set forth in this agreement for the purpose of installing, maintaining, and servicing commercial washing, drying and laundry equipment within the premises.

1.0 AGREEMENT SPECIFIC TERMS AND CONDITIONS

1.1 C&G agrees to service the Equipment and keep it in repair at C&G's expense during the term of this agreement. The parties agree that the Equipment, together with all fixtures installed in conjunction with the Equipment furnished by C&G under this agreement, shall at all times remain the property of C&G. C&G shall be entitled to remove the Equipment and any fixtures installed in conjunction with the Equipment upon the termination of this agreement. Management shall not move, alter, or tamper with the Equipment except upon the written authorization of C&G.

For the purposes of this agreement, the machine count will be determined as follows:

- Top load washers = 1 machine
- Single dryers: = 1 machine
- Front load washers = 1 machine
- Stacked dryer = 2 machines
- Washer/dryer combo = 2 machines

1.2 The term of the award shall be for one (1) seven-year period. The Addendums to each school may be shorter in time. Within the first three years of the contract, the South Dakota Board of Regents reserves the right to utilize RFP SDSU12202023 and resulting contract to source equipment and implement laundry services at the University of South Dakota, South Dakota School of Mines & Technology, and Black Hills State University, should any or all of these universities request such services. The addition of any or all of these universities is subject to successful negotiations on contract pricing.

1.3 Management may deploy a pay per use laundry program. Under this program Management selects vend prices to wash and dry during the contract. Payment takes place on the Speed Queen App with an integration to the Transact Campus Card System for Payment. Management’s applicable University is responsible for any Transact integration costs to the Speed Queen App. The credit and debit portion of the Speed Queen App to be turned off with only Transact payments allowed. Management’s applicable University shall report laundry usage to Caldwell & Gregory each month.

1.4 Management has the option to deploy a Governed laundry program at any time throughout the contract or individual addendum. The initial laundry program at the beginning of the contract to be Pay per Use.

Residents will be given a laundry allowance of 6 cycles/3 loads of laundry per week, on a per semester basis at the beginning of each semester.

- The initial total per semester is 100 cycles. Semester amount can be adjusted up or down by the applicable University.
- Residents who go over their allotment for the semester can have additional cycles added by the applicable University.
- Special cycle allocations available for Summer Conferences, Summer Sessions, International Students, etc.
- Option to change program from Governance to Unlimited Push Button start at any time during the contract or addendum.
- Optional Transact Integration available to Speed Queen App to administer Governance Program. The Universities are required to purchase interface from Transact.
- Option to Administer Governance Program directly on Speed Queen App at no additional cost.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

2.1 C&G will perform those services described in the Scope of Work, attached hereto as Section 3 of this and by this reference incorporated herein.

2.2 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates.

Terms for early termination shall be included in the agreement as negotiated by the parties.

2.3 C&G will not use State equipment or supplies. C&G will provide Management with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

2.4 Management will make payment for services upon satisfactory completion of the services. Management will not pay C&G's expenses as a separate item. Unless otherwise negotiated and agreed upon by the parties, Management will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract. Management will not pay C&G's expenses as a separate item.

2.5 C&G agrees to indemnify and hold Management, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require C&G to be responsible for or defend against claims or damages arising solely from errors or omissions of Management, its officers, agents or employees.

2.6 C&G, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

2.6.1 Commercial General Liability Insurance: C&G shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

2.6.2 Professional Liability Insurance or Miscellaneous Professional Liability Insurance: C&G agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

2.6.3 Business Automobile Liability Insurance: C&G shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

2.6.4 Worker's Compensation Insurance: C&G shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under this Agreement, C&G shall furnish Management with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, C&G agrees to provide immediate notice to Management and provide a new certificate of insurance showing continuous coverage in the amounts required. C&G shall furnish copies of insurance policies if requested by Management.

2.7 While performing services hereunder, C&G is an independent contractor and not an officer, agent, or employee of Management.

2.8 C&G agrees to report to Management any event encountered in the course of performance of this Agreement which results in injury to the person or property of third parties, or which may otherwise subject C&G or Management to liability. C&G shall report any such event to Management immediately upon discovery.

C&G's obligation under this section shall only be to report the occurrence of any event to Management and to make any other report provided for by their duties or applicable law. C&G's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to Management under this section shall not excuse or satisfy any obligation of C&G to report any event to law enforcement or other entities under the requirements of any applicable law.

2.9 This Agreement or applicable Addendum may be terminated for convenience by Management or the respective Universities upon one hundred and eighty (180) days written notice. In the event C&G breaches any of the terms or conditions hereof, this Agreement or applicable Addendum may be terminated by Management at any time with or without notice. If termination for such a default is effected by Management, any payments due to C&G at the time of termination may be adjusted to cover any additional costs to Management because of C&G's default. Upon termination Management may take over the work and may award another party an agreement to complete the work under this Agreement. If after Management terminates for a default by C&G it is determined that C&G was not at fault, then C&G shall be paid for eligible services rendered and expenses incurred up to the date of termination.

2.10 This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement or a University specific addendum will be terminated by Management. Termination for any of these reasons is not a default by Management nor does it give rise to a claim against Management. Any buyout provisions will not be effective if termination occurs for this reason.

2.11 This Agreement may not be assigned without the express prior written consent of Management. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

2.12 This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes

County, South Dakota.

2.13 C&G will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

2.14 C&G may not use subcontractors to perform the services described herein without the express prior written consent of Management. C&G will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of Management in a manner consistent with this Agreement. C&G will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

2.15 C&G hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to Management by C&G in connection with its performance of services under this Agreement shall belong to and is the property of Management and will not be used in any way by C&G without the written consent of Management. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of Management.

2.16 C&G certifies that neither C&G nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. C&G further agrees that it will immediately notify Management if during the term of this Agreement C&G or its principals become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

2.17 Any notice or other communication required under this Agreement shall be in writing and sent to the address and individuals indicated in the applicable Addendum, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, certified mail, or, if personally delivered, when received by such party. Notice may also be initiated via email with tracking of electronic receipt that email has been delivered/read.

2.18 In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

2.19 All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

3.0 SCOPE OF WORK

3.1 C&G will, at C&G's expense, purchase, install to manufacture's specification, service and maintain all laundry equipment located in each University's Housing Complexes and Apartments (set forth in the applicable Schedule). C&G may buyout existing University laundry equipment upon approval by the State Office of Property Management. C&G will furnish all supplies, materials, management, and labor necessary for the professional, efficient, safe, sanitary, and economical operation of laundry facilities on a fixed annual per machine rate. Each University will provide all utilities and access to the buildings for installation of the new equipment, maintenance calls and service calls done by C&G.

3.2 Equipment: C&G shall provide brand new energy efficient commercial grade laundry equipment or buyout existing University laundry equipment upon approval by the State Office of Property Management. The laundry equipment shall be of the most recent design, of adequate size, capacity, and proven energy efficiency for the intended use. Unless otherwise stated in the applicable Addendum, laundry equipment shall be white and shall be of the same modular design and the same height to give uniformity of appearance. Speed Queen commercial equipment is required. C&G shall provide handicapped accessible equipment in accordance with ANSI Code A117.1, in residence halls designated as providing handicapped accessible facilities. A description of the brand and model of handicapped accessible machines to be provided by C&G is set forth in the applicable Addendum.

C&G shall be responsible for all costs of delivery and installation of equipment including positioning of equipment and connection to utility services currently provided by the Universities. Each University will have the right to determine, at any time during the course of the contract, whether the amount of equipment should be increased. The initial quantity of machines provided by C&G shall be of equal or greater number than the number of machines currently on site at the applicable University. Equipment which is no longer required by the Universities shall be promptly removed by C&G, at C&G's expense. Any additional machines required by the Universities shall be provided by and at the sole expense of C&G. Any such additional machines shall meet the requirements of those initially installed. Quantities listed shall be considered minimum acceptable quantities per location. Additional equipment may be added during the applicable term as a new residence hall may be added to the current facilities. Each University reserves the right to have equipment removed or relocated in order to accommodate changes in student population or facility use.

3.3 Delivery and Installation: C&G shall deliver and install all equipment in accordance with the installation schedule to be developed set forth in the applicable Addendum. C&G to inform Universities at least 90 days in advance of installation of any utility requirements and will make all connections with utility outlets at the site. C&G will comply

with all applicable codes and safety rules including those of the Universities, the County, the State, and the Federal Authorities.

3.3.1 All electrical plugs will be of the three-wire grounded type. In buildings not equipped with three-wire grounded installation, all machines will be properly grounded by C&G in accordance with industry standard electrical practices. C&G will be responsible to provide adequate venting for all machines per current uniform building standards. Each machine will be positioned in such a manner that the areas around the machines can be easily cleaned, will create no insect harborage, and will present a neat and pleasing appearance.

3.3.2 C&G shall be responsible for the removal of all debris, waste or packaging material that results from the delivery and installation of the equipment in an environmentally friendly manner.

3.4 Removal of Equipment: Upon the expiration of this contract, and at the sole expense of C&G, all moveable laundry and auxiliary equipment furnished by C&G for the purposes of this contract must be promptly removed without damage to the Universities property. Title to all equipment furnished and installed by C&G will remain the property of C&G and none of the equipment will become a part of the building.

3.5 Service Technicians: C&G shall maintain a staff of trained service personnel to ensure prompt, efficient maintenance of the equipment. C&G shall employ a minimum of two service technicians. Personnel must be readily identifiable as C&G's employees by wearing a uniform with the company logo on the shirt and/or jacket. All service technicians will follow the appropriate check-in/check-out procedure(s), badging, parking rules, etc. via each University Housing and Residential Life Office and their processes. Vendor vehicles must be marked with the company logo and be equipped with the parts necessary to make repairs.

3.6 Service Response Time and Reports: C&G must respond to reports of malfunctioning equipment Monday through Friday 8am to 5pm, excluding holidays. C&G shall provide a web-based online system to be utilized by the students, University Housing and Residence Life staff and/or the Facilities Office to report malfunctioning equipment to C&G. C&G's system shall automatically notify each University Housing and Residence Life Office when a report of malfunctioning equipment has been received. C&G shall also provide a notification to each University Housing and Residence Life Office and the designated University Contract Administrator of the corrective action taken to repair malfunctioning equipment. C&G shall provide each University's designated Contract Administrator with online access to the service history report indicating what repairs were made on campus. Additionally, machines on campus will be equipped with inventory plates identifying machine type and location. These control numbers will be used to request service through an app on smartphones or tablets. This app will be available for download on the Google Play Store or iTunes Store. The requester will be sent a notification of receipt of malfunction and at completion. Each University can request an administrator to receive copies of all communications regarding equipment malfunctions. Web-based online system shall be proprietary to C&G. Any upgrades to the system will be available to the Universities during the term.

C&G shall also provide on call and onsite support of all equipment including the following:

3.6.1 Provide four (4) hour call back service during normal business hours as it relates to any problem or issue with the rented equipment.

3.6.2 Monday thru Friday 8am-5pm provide onsite assistance within 48 hours if the issue cannot be fixed remotely. Emergency service on weekends and holidays. If the issue cannot be fixed after a technician has been on site to look at the machine C&G will provide a timeline for repair of the machine to the University Housing and Residential Life Office. C&G will also place an appropriate sign on the machine with the timeline to ensure residents are being communicated with.

3.7 Maintenance and Repair of Equipment: C&G is responsible for providing both preventative maintenance and general repairs to all washers and dryers provided by C&G. C&G will provide quarterly and annual preventative maintenance on all rented equipment per a mutually agreeable schedule set between the applicable University Housing and Residential Life Department and C&G. C&G to ensure all units are operating according to the manufacturer's minimum specifications.

3.7.1 C&G will also be responsible to inspect each laundry room on a monthly basis to ensure normal operations. C&G will provide back to the University Housing and Residential Life Office on a monthly basis a report specifying when equipment was inspected, the results of the inspection, the operating status of each machine and a list detailing all repair work performed on the equipment.

3.7.2 Preventative maintenance on each piece of equipment shall be conducted at a minimum of each semester or as requested by each University and shall include a thorough check of the equipment conducted semi-annually to indicate possible need for repair/replacement.

3.7.4 Clean all equipment for dust and soap residue on a quarterly basis.

3.7.5 Disconnect and clean all equipment under and around normal working areas annually.

3.7.6 Maintain an inventory of spare parts for machine repair.

3.7.7 An annual review meeting will be held between each University and C&G to determine if machines need to be removed or refreshed.

3.7.8 C&G to replace any machine, at no cost to Universities, if there are continual service issues with that machine that require ongoing service calls to resolve the issue.

3.7.9 Replacement of any machine requiring more than 3 repairs within a 30-day period. Any ongoing issues repeating themselves beyond 30 days to be discussed and machine/s in question to be replaced upon mutual agreement.

3.8 Cleaning: C&G shall visit each campus to maintain the equipment and facilities. This shall include a semi-annual inspection and cleaning as necessary of the exhaust venting systems for dryers from the back of the dryer to the

laundry room wall. C&G will work with the designated Contract Administrator or University designee to establish and maintain an effective cleaning schedule.

3.9 Access to Facilities: Access to buildings must be at the entrances and during hours specified by each University. Access to facilities outside the stated hours will be coordinated with the Contract Administrator or University designee.

3.10 Customer Service (Claims/ Refunds/ Signage): C&G shall be responsible for reimbursing customers for damage to clothing due to equipment malfunction. Instructional signage must be provided in each location to familiarize customers with equipment, basic instructions, and proper detergent usage. Signs will include information for reporting machine malfunctions.

3.11 Liability for Damage: C&G is responsible for all damage done to any University property during the installation, operation, maintenance and/or removal of equipment. Clean up and repair of all damage shall be accomplished at C&G's expense in a manner satisfactory to each University. C&G shall maintain a master liability policy of at least \$1 million and will provide evidence of the liability policy as part of the Agreement.

3.12 Records: C&G must furnish a designated Administrator with online access to all information about the account. Available information must include service activity reports and student usage of the machine monitoring system.

3.13 Licenses, Permits, and Taxes: C&G shall provide all federal, state and local licenses and permits necessary at the time this contract is executed.

3.14 Security and Background Checks: C&G shall maintain satisfactory criminal background checks, including sex offender registration checks, on each C&G employee and agent referral or placement at any University work location in compliance with state and federal law. C&G will require employees and agents assigned to work at all University locations to comply with the drug, tobacco, and alcohol-free policies of SDBOR/University.

C&G shall require C&G's employees and agents to self-disclose to C&G any new felony charges and convictions that occur and C&G shall reassess the individual's assignment under this Contract.

Each University, at its discretion, may require C&G to reassign a C&G employee or agent to no longer perform work under this Contract or for a University if, at any time, a University believes that C&G employee or agent may create a danger to the health or safety of the campus community.

C&G is solely responsible for complying with all applicable federal, state, or local laws, rule, and regulations, including but not limited to the Fair Credit Reporting Act and equal opportunity laws and regulations, when conducting background checks. The costs and obligations are the responsibility of C&G.

4.0 RESPONSIBILITIES OF THE UNIVERSITIES

4.1 Space: Each University will provide adequate space for all equipment required.

4.2 Maintenance: Each University will maintain all water and sewer lines, all electric outlets, all gas lines, and building ductwork for the dryers. Each University will also be responsible for the regular and thorough cleaning of all the laundry rooms which will include wiping down of the equipment, sweeping of the floor, and removal of all trash.

4.3 Access: Each University will provide adequate ingress and egress including a reasonable use of existing corridors, driveways, and parking spaces. Each University must inform C&G if there is a fee to park on campus while doing work.

4.4 Utilities: Each University shall provide, at its own expense, services at existing utility connections (electricity, water, sewer), for the convenience of C&G. Any modification to existing utility connections requested by C&G shall be at the Contractor's expense. Any modification to existing utility connections as a result of changes initiated by the University shall be at the University's expense. Each University is also responsible for the cleaning and maintenance of each building's dryer ventilation system beyond the vent pipe attached to the vendor dryer. Each University shall maintain utility services and make every reasonable effort to avoid interruption of services. In the event of any modification, each University shall provide C&G as much advance notice as possible. A network line and electrical outlet to be provided by each University for Online Web based e-monitoring technology.

4.5 Precautions: Each University will take reasonable precautions to protect C&G's installed equipment from damage while on the University's premises, but not be liable to C&G for any pilferage or destruction of said machines. C&G will be responsible for any repairs or replacement of damaged equipment at no cost to the University. In the event of fire, destruction or theft, C&G shall have the option either to repair the stolen, destroyed, or damaged Equipment, or to replace the Equipment with comparable equipment.

Each University will take reasonable precautions to prevent abuse of the rented equipment, however, C&G will be responsible for any repairs or replacement of damaged equipment at no cost to the University. C&G to replace any machine, at no cost to the University, if there are continual service issues with that machine that require ongoing service calls to resolve the issue. An annual review meeting will be held between each University and C&G to determine if machines need to be removed or refreshed. C&G is aware of the security for each laundry area and the Equipment, and agrees it is adequate.

4.6 Site Requirements: Each University will provide trash receptacles, trash removal, janitorial, and pest extermination services.

CALDWELL & GREGORY

**SOUTH DAKOTA BOARD
OF REGENTS**

Date

Date

By: _____

By: _____

Title: _____

Title: _____

FED. I.D. #: _____

Addendum A – Dakota State University

This Addendum sets forth the Scope of Work between Management and C&G concerning the premises on the campus of Dakota State University, with its principal address 820 N Washington Ave. Madison, SD 57042.

TERM: The term of the award shall be for one (1) seven-year period beginning June 1, 2024, and ending May 31, 2031.

INSTALLATION: Installation of equipment will occur no later than July 31, 2024.

RENT: Dakota State University will pay C&G a rental fee of \$51.25 per machine per month for each washer and dryer installed as listed above under EQUIPMENT. Billing will be done by C&G twice per year, once in October (July through December) and in February (January through June), with University making payment within forty-five (45) days from receipt of invoice. Removing equipment from campus will not cause the semester rate to decrease.

Total Cost per year for 78 machines = \$47,970

EQUIPMENT + INSTALL EXPENSE: In fulfilling the terms of this Addendum, C&G will incur expenses in an amount not to exceed \$108,500.

TERMINATION FOR CONVENIENCE: The Parties agree if there is a termination for convenience by Management under Section 2.9 of the Agreement, Management will pay C&G the Equipment + Install Expense amount prorated based on the months remaining to the end of this Addendum.

Management has the right to take ownership of equipment and continue using the equipment. If Management decides not to take ownership of the equipment, C&G will remove the equipment and Management will only pay C&G the reasonable expenses incurred by C&G to remove equipment.

SERVICE TECHNICIAN LOCATION: The service technicians assigned pursuant to section 3.5 of the Agreement will be located in Brookings, SD.

PAY PER USE LAUNDRY PROGRAM

Dakota State University to deploy a pay per use laundry program. The University selects vend prices to wash and dry during the contract. Payment takes place on the Speed Queen App with an integration to the Transact Campus Card System for Payment. Dakota State University is responsible for any Transact integration costs to the Speed Queen App. The credit and debit portion of the Speed Queen App to be turned off with only Transact payments allowed. Dakota State University shall report laundry usage to Caldwell & Gregory each month.

EQUIPMENT:

C&G agrees to install in the premises the following New Speed Queen commercial laundry equipment:

- (04) New Speed Queen Quantum Frontload Washer (ADA)
- (28) New Speed Queen Quantum Top Load Washer
- (10) New Speed Queen Quantum Single Dryer (Electric)
- (11) New Speed Queen Quantum Stack Dryers = 30 machines (Electric) *Stacks Count as Two
- (06) New Speed Queen Quantum Combo Washer/Dryer (Electric) = 4 machines *Combo Count as Two
- (01) New Speed Queen Home Level Top Load Washer
- (01) New Speed Queen Home Level Single Dryer (Electric)
- (78) Total machines**

Grand Total New Machines = 78

- Please refer to Schedule A for breakdown of machines per laundry room.
- Speed Queen App laundry monitoring system and phone app activated machines in all residence hall laundry rooms. Management to provide an internet connection in or near each laundry room.

Schedule A – Dakota State University Washers and Dryers by Location

Location	Floor	FL Washer ADA	TL Washer	Single Dryer Rear	Dryer Stack	W/D Combo	Home TL	Home Single
Coutyard		1	5		3			
Resident Village		1	7		4			
212 House							1	1
Higbie	2nd		2	2				
Higbie	3rd		2	2				
Zimmermann			3	3				
Grton Hall						2		
Richardson		1	4	1	2			
Emry Hall		1	3		2			
8 Flex West	1st					1		
8 Flex West	2nd					1		
8 Plex East	1st					1		
8 Plex East	2nd					1		
Van Eps			2	2				
TOTAL		4	28	10	11	6	1	1
					22	12		
WASHERS		39			Sacks count as 2	Combos count as 2		
DRYERS		39						
TOTAL MACHINES		78						

Addendum B – Northern State University

This Addendum sets forth the Scope of Work between Management and C&G concerning the premises on the campus of Northern State University, with its principal address at 1200 S Jay St., Aberdeen, SD 57401.

TERM: The term of the award shall be for one (1) seven-year period beginning June 1, 2024, and ending May 31, 2031.

INSTALLATION: Installation of equipment will occur no later than July 31, 2024.

RENT: Northern State University will pay C&G a rental fee of \$51.25 per machine per month for each washer and dryer installed as listed above under EQUIPMENT. Billing will be done by C&G twice per year, once in October (July through December) and in February (January through June), with University making payment within forty-five (45) days from receipt of invoice. Removing equipment from campus will not cause the semester rate to decrease.

Total Cost per year for 64 machines = \$39,360

EQUIPMENT + INSTALL EXPENSE: In fulfilling the terms of this Addendum, C&G will incur expenses in an amount not to exceed \$89,000.

TERMINATION FOR CONVENIENCE: The Parties agree if there is a termination for convenience by Management under Section 2.9 of the Agreement, Management will pay C&G the Equipment + Install Expense amount prorated based on the months remaining to the end of this Addendum.

Management has the right to take ownership of equipment and continue using the equipment. If Management decides not to take ownership of the equipment, C&G will remove the equipment and Management will only pay C&G the reasonable expenses incurred by C&G to remove equipment.

SERVICE TECHNICIAN LOCATION: The service technicians assigned pursuant to section 3.5 of the Agreement will be located in Brookings, SD.

PAY PER USE LAUNDRY PROGRAM

Northern State University to deploy a pay per use laundry program. The University selects vend prices to wash and dry during the contract. Payment takes place on the Speed Queen App with an integration to the Transact Campus Card System for Payment. Northern State University is responsible for any Transact integration costs to the Speed Queen App. The credit and debit portion of the Speed Queen App to be turned off with only Transact payments allowed. Northern State University shall report laundry usage to Caldwell & Gregory each month.

EQUIPMENT:

C&G agrees to install in the premises the following New Speed Queen commercial laundry equipment:

- (10) New Speed Queen Quantum Frontload Washer (ADA)
- (20) New Speed Queen Quantum Top Load Washer
- (09) New Speed Queen Quantum Single Dryer (Electric) (ADA)
- (17) New Speed Queen Quantum Single Dryer (Electric)
- (04) New Speed Queen Quantum Stack Dryers = 8 machines (Electric) *Stacks Count as Two
- (64) Total machines**

Grand Total New Machines = 64

- Please refer to Schedule A for breakdown of machines per laundry room.
- Speed Queen App laundry monitoring system and phone app activated machines in all residence hall laundry rooms. Management to provide an internet connection in or near each laundry room.

Schedule B – Northern State University Washers and Dryers by Location

<u>Location</u>	<u>Floor</u>	<u>FLADA</u>	<u>TL Washer</u>	<u>Single Dryer ADA</u>	<u>Single Dryer Rear</u>	<u>Dryer Stack</u>
Wolves Memorial Suites	1st	1	1	1	1	
Wolves Memorial Suites	2nd	1	1	1	1	
Wolves Memorial Suites	3rd	1	1	1	1	
Great Plains West	1st	1	1	1	1	
Great Plains West	2nd	1	1	1	1	
Great Plains West	3rd	1	1	1	1	
Steele	1st	1	2	1	3	
McWalsh	1st	1	4	1	5	
Kramer	1st	1	3	1	3	
Great Plains East	1st	1	5			4
TOTAL		10	20	9	17	4
						8
WASHERS	30					Stacks count as 2
DRYERS	34					
TOTAL MACHINES	64					

Addendum C – South Dakota State University

This Addendum sets forth the Scope of Work between Management and C&G concerning the premises on the campus of South Dakota State University, with its principal address at Box 2201, Morrill Hall, Suite 200, Brookings, SD 57007.

TERM: The term of the award shall be for one (1) seven-year period beginning June 1, 2024, and ending May 31, 2031.

INSTALLATION: Installation of equipment will occur no later than July 31, 2024.

RENT: South Dakota State University will pay C&G a rental fee of \$51.25 per machine per month for each washer and dryer installed as listed above under EQUIPMENT. Billing will be done by C&G twice per year, once in October (July through December) and in February (January through June), with University making payment within forty-five (45) days from receipt of invoice. Removing equipment from campus will not cause the semester rate to decrease.

Total Cost per year for 390 machines = \$239,850

EQUIPMENT + INSTALL EXPENSE: In fulfilling the terms of this Addendum, C&G will incur expenses in an amount not to exceed \$515,000.

TERMINATION FOR CONVENIENCE: The Parties agree if there is a termination for convenience by Management under Section 2.9 of the Agreement, Management will pay C&G the Equipment + Install Expense amount prorated based on the months remaining to the end of this Addendum.

Management has the right to take ownership of equipment and continue using the equipment. If Management decides not to take ownership of the equipment, C&G will remove the equipment and Management will only pay C&G the reasonable expenses incurred by C&G to remove equipment.

SERVICE TECHNICIAN LOCATION: The service technicians assigned pursuant to section 3.5 of the Agreement will be located in Brookings, SD.

PAY PER USE LAUNDRY PROGRAM

South Dakota State University to deploy a pay per use laundry program. The University selects vend prices to wash and dry during the contract. Payment takes place on the Speed Queen App with an integration to the Transact Campus Card System for Payment. South Dakota State University is responsible for any Transact integration costs to the Speed Queen App. The credit and debit portion of the Speed Queen App to be turned off with only Transact payments allowed. South Dakota State University shall report laundry usage to Caldwell & Gregory each month.

EQUIPMENT:

C&G agrees to install in the premises the following New Speed Queen commercial laundry equipment:

- (53) New Speed Queen Quantum Frontload Washer (ADA)
- (69) New Speed Queen Quantum Top Load Washer
- (01) New Speed Queen Quantum Single Dryer (Electric) (ADA)
- (07) New Speed Queen Quantum Single Dryer (Electric)
- (74) New Speed Queen Quantum Stack Dryers = 148 machines (Electric) *Stacks Count as Two
- (278) Total machines**

C&G agrees to buy the existing Speed Queen Quantum purchased 2021 or later Washers and Dryers from South Dakota State University for a fee of **\$750 per machine for the (112)-machines listed below = \$84,000. Payment made to South Dakota State University by September 1, 2024.**

- (16) Existing Speed Queen Quantum Frontload Washer (ADA)
- (30) Existing New Speed Queen Quantum Top Load Washer
- (06) Existing Speed Queen Quantum Single Dryer (Electric) (ADA)
- (06) Existing Speed Queen Quantum Single Dryer (Electric)
- (09) Existing Speed Queen Quantum Stack Dryers = 18 machines (Electric) *Stacks Count as Two
- (18) Existing Speed Queen Quantum Washer/Dryer Combo = 36 machines (Electric) *Stacks Count as Two
- (112) Total machines**

Grand Total New and Existing Machines = 390

- Please refer to Schedule A for breakdown of machines per laundry room.
- Speed Queen App laundry monitoring system and phone app activated machines in all residence hall laundry rooms. Management to provide an internet connection in or near each laundry room.

Schedule C – South Dakota State University Washers and Dryers by Location

Location	Floor	FLADAWasher	TLWasher	Single Dryer ADA	Single Dryer	Dryer Stack	W/D Combo	Stay on Campus
Caldwell	1st East	1	1	1	1			YES- ENTIRE ROOM
Caldwell	2nd East	1	1	1	1			YES- ENTIRE ROOM
Caldwell	3rd East	1	1	1	1			YES- ENTIRE ROOM
Caldwell	1st West	1	1	1	1			YES- ENTIRE ROOM
Caldwell	2nd West	1	1	1	1			YES- ENTIRE ROOM
Caldwell	3rd West	1	1	1	1			YES- ENTIRE ROOM
Schultz	1st	1	1			1		No
Schultz	2nd	1	1			1		Yes 1 TL only
Schultz	3rd	1	1			1		No
Schultz	4th	1	1			1		Yes 1 TL only
Pierson	1st North	1	1			1		No
Pierson	2nd North	1	1			1		Yes 1 FL & 1 TL Only
Pierson	3rd North	1	1			1		No
Pierson	4th North	1	1			1		No
Pierson	1st South	1	1			1		Yes 1 TL only
Pierson	2nd South	1	1			1		No
Pierson	3rd South	1	1			1		Yes 1 TL only
Pierson	4th South							No
Young	1st East	1	1			2		No
Young	2nd East		2			2		No
Young	3rd East		2			2		No
Young	4th East		2			2		No
Young	1st West	1	1			2		No
Young	2nd West		2			2		No
Young	3rd West		2			2		No
Young	4th West		2			2		No
Binnewies	1st East	1	1			1		YES- ENTIRE ROOM
Binnewies	2nd East	1	1			1		YES- ENTIRE ROOM
Binnewies	3rd East	1	1			1		YES- ENTIRE ROOM
Binnewies	4th East	1	1			1		YES- ENTIRE ROOM
Binnewies	1st West	1	1			1		YES- ENTIRE ROOM
Binnewies	2nd West	1	1			1		YES- ENTIRE ROOM
Binnewies	3rd West	1	1			1		YES- ENTIRE ROOM
Binnewies	4th West	1	1			1		YES- ENTIRE ROOM
Hyde	1st East	1	1			1		No
Hyde	2nd East	1	1			1		No
Hyde	3rd East	1	1			1		No
Hyde	1st West	1	1			1		Yes 1 TL only
Hyde	2nd West	1	1			1		No
Hyde	3rd West	1	1			1		No
Honors	1st North	1	1			1		Yes 1 TL only
Honors	2nd North	1	1			1		No
Honors	3rd North	1	1			1		No
Honors	1st South	1	1			1		Yes 1 TL only
Honors	2nd South	1	1			1		No
Honors	3rd South	1	1			1		No
Brown	1st East	1	1			1		No
Brown	2nd East	1	1			1		No
Brown	3rd East	1	1			1		No
Brown	4th East	1	1			1		No
Brown	1st West	1	1			1		No
Brown	2nd West	1	1			1		No
Brown	3rd West	1	1			1		No
Brown	4th West	1	1			1		No
Ben Raifel	1st East	1	1			1		No
Ben Raifel	2nd East	1	1			1		No
Ben Raifel	3rd East	1	1			1		No
Ben Raifel	4th East	1	1			1		No
Ben Raifel	1st West	1	1			1		No
Ben Raifel	2nd West	1	1			1		No
Ben Raifel	3rd West	1	1			1		Yes 1 TL only
Ben Raifel	4th West	1	1			1		No
Abbott	1st	1	1			1		No
Abbott	2nd	1	1			1		No
Abbott	3rd	1	1			1		No
Abbott	4th	1	1			1		No
Spencer	1st	1	1			1		No
Spencer	2nd	1	1			1		No
Spencer	3rd	1	1			1		No
Spencer	4th	1	1			1		No
Thorne	1st	1	1			1		No
Thorne	2nd	1	1			1		No
Thorne	3rd	1	1			1		No
Mathews	Lower	1	7	1	7			Yes 1 FL ADA & 3 TL's
Skylight Apts	Main Level		2			1		YES- ENTIRE ROOM
Huggins Apts	Main Level						2	YES- ENTIRE ROOM
Hansen	1st West						2	YES- ENTIRE ROOM
Hansen	2nd West						2	YES- ENTIRE ROOM
Hansen	3rd West						2	YES- ENTIRE ROOM
Hansen	4th West						2	YES- ENTIRE ROOM
Hansen	1st East						2	YES- ENTIRE ROOM
Hansen	2nd East						2	YES- ENTIRE ROOM
Hansen	3rd East						2	YES- ENTIRE ROOM
Hansen	4th East						2	YES- ENTIRE ROOM
Meadows South	Main Level	1	5			4		No
Meadows North	Main Level	1	5			4		No
Storage			2					
TOTALS		69	99	7	13	83	18	
						166	36	Stacks Count as 2
WASHERS	186							
DRYERS	204							
TOTAL WASHERS AND DRYERS	390							