

Request for Proposal
Notice to Firms
Fashion Institute of Technology
Museum Exhibition and Special Events
Lighting Designer Services
RFP# C1531

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 include five (5) complete hard copies of your Proposal and a digital copy on a flash drive 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
Museum Exhibition and Special Events Lighting Designer Services
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 12:00 PM on May 23, 2022 will be considered.

Section One -- Proposal Terms and Conditions

I. Schedule

RFP Release Date: May 29, 2022

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

Pre-Bid Site Inspections **May 6, 2022 at 11:00 AM**

Last Day for Receipt of Written Questions On or before May 13, 2022 at 3:00 PM

Response to Questions: Reasonable time

Proposal Due Date: On or before May 23, 2022 at 12PM

Commencement of Work: Within 5 days of signed Contract

Time of Completion: Within (90) days of written notice to commence

**The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled. ** Dates are not firm; these dates are an estimate.*

II. Introduction

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. The campus also includes the Gladys Marcus Library and The Museum at FIT (hereinafter, "MFIT"). 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.

Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal or for any work performed prior to the College's written authorization to proceed on Contract.

III. Scope of Services

The Museum at Fashion Institute of Technology (MFIT) seeks to engage the services of an experienced and highly creative lighting designer (“Firm”). The ideal Firm will have a proven record of innovation in lighting design within a not-for-profit museum. Firm will work closely with an MFIT curator and be charged with developing and designing a dynamic lighting design that enhances historical fashions but also minimizes damage to these fragile objects. Firm must be familiar with current museum conservation standards and practices, specifically as they relate to safe light levels and object exposure. The lighting will be for exhibitions which are housed in the museum’s lower-level galleries. In addition, the Firm provides input and coordinates with the exhibition designer and graphics designer. In general, the services will be performed on a semi-annual basis and for special exhibits only.

The Firm must also work closely with the curator of education and public programming and exhibitions manager on the lighting design and installation of MFIT’s opening exhibition receptions. Firm must have a unique vision for these one-night receptions and be able to craft a design that echoes each exhibition’s conceptual theme. The installation must be completed in one afternoon and quickly de-installed the following morning. Firm must have extensive knowledge of all New York City fire and safety codes.

IV. The Assignment

MFIT requires Firm to have a minimum of ten (10) years of experience creating and installing lighting designs for American Alliance of Museums (AAM) accredited museums. Ideally, Firm will have at least ten (10) years of experience designing fashion exhibitions, specifically within higher education or a non-profit, and/or cultural institution clients, such as FIT, as well as opening receptions.

Firm must have experience with a wide range of lighting equipment, from standard incandescent ceiling fixtures to LEDs to gobos, as well as digital lighting, projections, and new media in general. Staff of Firm must be physically able to work on and safely maneuver a mechanized lift. Firm must have met all state and city safety requirements and be up-to-date with all safety standards. Firm must also be insured and certified for lift use.

Firm must use MFIT’s existing lighting equipment but also have resources to obtain specialty lighting equipment (rent or own) for unconventional lighting designs.

- A. Firm must provide references from prior clients, preferably with higher education clients, [non-profit, and/or cultural institution clients].
- B. Firm must be available to review their proposed solution in an interview with FIT decision makers if necessary.
- C. This Request for Proposal ("RFP") is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.

D. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any work performed prior to the College's written authorization to proceed on Contract.

E. Bid Security, Performance and Payment Bond are NOT required for this RFP.

V. Firm Requirements

A. All Firms shall meet the following requirements and furnish all necessary information with the Proposal. Submit one (1) complete original and four (4) complete hard copies of the Proposal. Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Firms 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 otherwise, the College reserves such right to use the submissions in any way.

Proposals shall be submitted on or before May 23, 2022 at 12:00PM to:

**Candida Poinsette
Purchasing Agent
Fashion Institute of Technology
Purchasing Office
333 Seventh Avenue, 15th Floor
New York, NY 10001**

B. A pre-bid site inspection for prospective bidders will be held on, *May 6, 2022 at 11:00 AM* at the Museum at FIT Goodman Hall Lobby, located on the corner of West 27 Street and 7th Ave. Masks are required. If you are not feeling well we ask that you please do not attend.

C. Questions shall be submitted in writing to the attention of Purchasing Office via email Purchasingbids@fitnyc.edu no later than, *May 13, 2022 at 3:00PM*, Answers will be provided in writing in a timely manner.

D. Firm 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.

Proposals shall include, but are not limited to:

a. A list of other clients, for whom Firm has 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.

- b. Exceptions to any terms and conditions.
- c. Qualifications of the team assigned to this project, including a breakdown of the staff, job titles, and brief bios.
- d. Examples of previous work, with preference for projects in higher education, non-profit, or cultural institutions.
- e. Cost/Fee Proposal of Services. A cost estimate for all aspects of production including a forecast of out-of-pocket expenses.

VI. Proposal Requirements

1. Proposal requirements are as follows:
 - a. Provide a table of contents in your proposal.
 - b. Provide a narrative describing the services offered by your firm and its ability to provide the scope of services described in this request for proposal.
 - c. Provide a list of other industry clients for whom services for this type of position have been conducted by your firm in the past ten years.
 - d. Provide an organization chart of the firm, and include names, background, education and experience of all principles and key staff. Indicate number and specialty of all technical employees in your firm.
 - e. Provide resumes of all personnel proposed for this work and copies of licenses.
 - f. Indicate whether you will employ any firms as sub-contractors for certain portions of this work. If so, identify the firm(s) you are considering.
 - g. Indicate the amount of time required to mobilize when so requested.
 - h. Provide the names and background summaries of the individuals who will perform these services.
 - i. Describe how your firm will accommodate state and federal laws relating to Affirmative Action and Equal Opportunity Employment.
 - j. Provide an explanation of the fees you intend to charge.
2. Proposal Package
Envelopes should clearly be marked and sealed:

**Museum Exhibition and Special Events Lighting Designer Services
Request for Proposal No. C1531
Due on or before, May 23, 2022 at 12:00 p.m.**

- a. At no time shall the Firm, its agents, representatives or contracted personnel contact or otherwise communicate with FIT personnel without prior arrangement with the FIT Purchasing Office, for the purposes of negotiating, modifying, changing, or interpreting the Proposal or specifications.
- b. All *questions* shall be submitted in writing to the attention of the FIT Purchasing Office via e-mail to purchasingbids@fitnyc.edu by, **May 13, 2022, no later than 3:00 PM**. Answers will be provided in a timely manner.
- c. If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Firms receiving this RFP.
- d. All Proposals submitted in response to this RFP will become the property of FIT and a matter of public record. The Firm must identify, in writing, all copyrighted materials, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any Firm claiming such an exemption must also state in its Proposal that the Firm agrees 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. Any Firm failing to include such a statement shall be deemed to have waived its right to exemption from disclosure.
- e. Firm shall include, with the Proposal, a listing of senior staff, with their names and titles, qualifications, experience and a brief biography, and indicate the engagement-in-charge partners(s) to be used if Firm is awarded this contract. Proposal shall also include the qualifications and experience of any other professional agency or freelance staff that would be assigned to the account.
- f. Firm shall include, with the Proposal, detailed information regarding Firm's qualifications providing the services outlined in the scope of services section to which they are responding. This information shall include:
 - i. Samples of work that reflect the ability of the firm to fulfill the needs as stated in the RFP.
 - ii. A list of all clients grouped by size of account such as large, medium, and small, based on billing ranges.
 - iii. List with the name, address, telephone, email, and contact person for no fewer than three current clients.
- g. Documents evidencing financial viability, including income and expenditure statements and balance sheets for the past two (2) fiscal years. Audited financial

statements for the past two (2) fiscal years are required. If audited statements are not available, provide copies of Firm's two most recent tax returns or financial statements prepared by an independent certified public accountant.

- h. List of any recognized industry awards received by your firm
- i. Firm shall include a fee proposal (Exhibit A - Proposal Analysis Sheet) for the work outlined in this RFP.
- j. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes when proposing prices for goods or services (as defined below).
- k. Proposals must be signed. Proposals must be completed in Firm's legal name, and must be signed by a person authorized to do so.
- l. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.
- m. FIT reserves the right to award a contract on the basis of Firm's submitted proposal without further discussion.
- n. By signing and submitting your Proposal, Firm affirms that it has read this RFP, accepts its terms and is able and willing to sign the contract if Firm's proposal is accepted, subject only to any changes negotiated and agreed upon 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.
- o. Bid Security, Performance and Payment Bonds are NOT required for this Contract.

VII. Evaluation Criteria

An MFIT committee will evaluate proposals in accordance with the terms and conditions set forth in Section Two. 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 | 30% |
| 2. Similar Experience and References | 40% |
| 3. Cost | 10% |
| 4. Interview or Oral Presentation | 20% |

FIT reserves the right to award the Contract to the Firm(s) with the highest scores on criteria one (1) through three (3) or to request presentation(s) from/to interview the Firms

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

VIII. Term

- A. The term of the contract shall be for (1) one year commencing upon award of contract.
- B. FIT shall have the option to renew Contract in its best interest for two (2) additional one (1) year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to the Firm a minimum of ninety (90) days prior to the expiration date of Contract for such renewal year. Failure to notify Firm within this time period shall not operate as a waiver of FIT's right to renew Contract. Firm shall have ten days from receipt of such notice to submit a signed 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. Firms are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or Proposal Analysis Sheet. All Firms 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. Firms 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.

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 entity that requested a copy of the RFP.

C. Firm Affirmation:

By signing the proposal, Firm 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. Firm 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, Firm, and each person signing on behalf of Firm 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 Firm 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 Firm and will not knowingly be disclosed by Firm prior to opening, directly or indirectly, to any other Firm or to any competitor; and
 - c. No attempt has been made or will be made by Firm 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 be complied with; provided, however, that if in any case Firm cannot make the foregoing certification, Firm shall so state and

shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

E. **Confidentiality:**

1. If Firm 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), Firm 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 Firm to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Firm 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 Firms 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 Firm in strictest confidence and used only for the purpose of the RFP.
3. Firm acknowledges that FIT possesses certain confidential information that constitutes a valuable and unique asset. As used herein, the term “confidential information” includes all information and materials belonging to, used by or in the possession of FIT relating to its students, services, technology, financial information, business strategies and marketing plans, but shall not include a) information that was already within the public domain at the time the information is acquired by Firm or b) information that subsequently becomes public through no act or omission of Firm. Firm agrees that all confidential information is and shall continue to be the exclusive property of FIT, whether or not prepared in whole or in part by Firm and whether or not disclosed to Firm. Firm shall not use or disclose in any manner any confidential information of FIT except in the course of providing services pursuant to the Contract.

F. **Prices:**

1. This is a requirements contract. FIT makes no guarantee of the amount of work that may be required under this Contract.
2. Proposal prices shall be held firm for ninety (90) days from the proposal due date.
3. This Request for Proposal (“RFP”) is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.

4. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any work performed prior to the College's written authorization to proceed on Contract.
5. Bid Security, performance and payment Bond are NOT required for this RFP.

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. Firms may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, Firms 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 Firm 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. Firm 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 Firm 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. **Firm's Responsibility:**

1. In determining whether a Firm 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.
2. The Firm is required to work closely with MFIT professionals and FIT staff, as well as freelance fabricators and designers. The Firm must be both an independent creator and one who can easily accommodate MFIT's deadlines, attend weekly production meetings, adhere to budgets, follow health and safety requirements, and can accommodate the many internal regulations of a diverse, urban-based college.

3. The Firm must demonstrate the ability to follow directives, work collegially with all exhibition participants, demonstrate a professional demeanor at all times, and assist with all exhibition graphics issues is essential.
4. Firm personnel (including contracted personnel) must report daily to the FIT Security area in the Lobby of Building “C” before entering FIT’s site. All Firm personnel must obtain temporary FIT identification that Firm’s personnel must display at all times while on the FIT site. While on FIT property, all Firm’s personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Firm’s personnel shall not fraternize with FIT students or employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Firm personnel violating such policies, in addition to any other rights and remedies.

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. Firm does not provide information or documents required;
 - c. Firm does not submit the proposal security as required (if applicable);
 - d. Firm 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 Firm 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 Firm with the highest score of Evaluation Criteria.
2. FIT reserves the right to waive technicalities in a proposal.
3. By submission of its Proposal, Firm represents that it is willing and able to enter into an agreement with FIT upon the terms and conditions substantially in conformance with those contained in the Contract attached to this RFP ("Exhibit B") ("the Contract"). FIT reserves the right to make revisions to the Contract prior to execution.
4. The Contract shall be signed by the successful Firm after the award is made. The successful Firm 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 Firm fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executed only to the extent funds are 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. Firm 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. **Copyright**

All copyrightable works (including but not limited to, reports, compilations of data, software, pictorials or graphics) created or prepared by Firm in the course of its work pursuant to the Contract shall be "works for hire" (as that term is defined in the copyright laws of the United States) for FIT and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by FIT. To the extent that any such copyrightable works may not, by operation of law, be works for hire, Firm hereby assigns to FIT the ownership of copyright in such items and FIT shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items. Firm agrees to give FIT or its designee all assistance reasonably required to perfect such rights. Firm represents and warrants that he is sole author of any and all such materials, and that they are original works not subject to any prior agreement, lien or other rights. Firm further warrants that the materials do not contain libelous, plagiarized, injurious or other unlawful matter, and that they do not infringe on the copyright or violate any other right of any person or party whatsoever.

Firm shall indemnify and hold FIT harmless against any and all claims, damages or expenses, including, but not limited to, attorney's fees arising out of a breach of such warranties.

“Exhibit A”

Proposal Analysis Sheet
TITLE: Exhibition/Special Events Lighting Designer Services
RFP No. C1531

Cost/All Inclusive: \$ _____

Firm: _____
(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: _____

Federal ID #: _____

E-mail: _____

Date: _____

IMPORTANT:

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

"Exhibit B" 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 "Firm").

WHEREAS, it is the desire of FIT to retain the services of an experienced and highly creative lighting designer Firm to develop and design a dynamic lighting design for MFIT special exhibits; the Firm will work closely with an MFIT curator, staff and professionals;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, FIT hereby retains Firm upon the terms and conditions contained herein, and Firm hereby accepts said retention and agrees to provide professional services for developing the overall lighting exhibition design, in accordance with terms and conditions set forth in this Agreement, and in accordance with the General Terms and Conditions contained in the RFP, as incorporated herein by reference, which shall together constitute the Agreement.

1. Term:

The effective date of this Agreement shall be **TBD** upon award of project. The Agreement may, however, be terminated at any time by either party giving thirty (30) days' notice in writing to the other party.

2. Services by Firm:

Specifically, the assignment includes ("Services") for the Firm to provide:

A response to all services but may do so either with fully in-house capabilities or they may work in collaboration with other companies and/or sub-contractors in order to address all areas of the scope. Firm shall disclose the name of all outside partners and/or sub-contractors that it collaborates with for Services and ensure that such outside partners/sub-contractors comply with all of the terms of this Agreement, including but not limited to confidentiality obligations. FIT shall retain all ownership and possession of any reports or similar materials created by Consultant, its partners, and/or its sub-contractors used in fulfilling its Services to FIT.

3. Scope of Services

Firm will work closely with MFIT professionals and FIT staff, as well as freelance fabricators and designers. The Firm will develop and design a dynamic lighting design that enhances historical fashions, but also minimizes damage to these fragile objects. Firm must be familiar with current museum conservation standards and practices, specifically as they relate to safe light levels and object exposure. The lighting will be for exhibitions which are housed in the museum's lower-level galleries. In addition, the Firm will provide input and coordinate with the exhibition designer and graphics designer. In general, the services will be performed on a semi-annual basis and for special exhibits only as may be separately agreed to by the Parties.

The Firm must also work closely with the curator of education and public programming and exhibitions manager on the lighting design and installation of MFIT's opening exhibition receptions. Firm must have a unique vision for these one-night receptions and be able to craft a design that echoes each exhibition's conceptual theme. The installation must be completed in one afternoon and quickly de-installed the following morning. Firm affirms that it has extensive knowledge of all New York City fire and safety codes.

A. General Conditions:

1. Firm must have experience with a wide range lighting equipment, from incandescent ceiling fixtures to LEDs to gobos, as well as digital lighting, projections and new media.
2. Staff of Firm must be physically able to work on and safely maneuver a mechanized lift.
3. Firm must meet all state and city safety requirements and be up-to-date with all safety standards.
4. Firm is required to use MFIT's existing lighting equipment but have access to obtain specialty lighting equipment as required for unconventional lighting designs.
5. Firm is required to attend weekly production meetings, adhere to budgets, and follow health and safety requirements.
6. The Firm and its personnel, which includes contractors and sub-contractors, must report daily to the FIT Security area in the Lobby of Building "C" before entering FIT's site. All Firm personnel must obtain temporary FIT identification that they must display at all times while on the FIT site. While on FIT property, all Firm personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Firm personnel shall not fraternize with FIT students or employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Firm personnel violating such policies, in addition to any other rights and remedies

B. Access:

1. MFIT is located on the southwest corner of 27th street at 7th avenue. Access to the Main Lobby (first floor) and Main Gallery/Lower Level are through the main entrance doors to the building.

2. Access to the Main Gallery/Lower Level is through either the elevators (no ceiling hatch) or the main stair to the Lower Level. The Firm is to review access routes and ensure ways of delivering fabric to the Lower-Level site.

3. Main Gallery/Lower Level will be free of any obstruction during layout and installation of fabric scrims and drops.

4. Indemnification

The Firm shall indemnify FIT and its respective affiliates, officers, trustees 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 claim, action, suit or brought by any person, agency, entity or organization arising out of any negligent or other wrongful act or omission by the Firm, its contractors, or subcontractors, or otherwise arising out of the services rendered under this Agreement.

5. Confidentiality

All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held in strictest confidence and used only for the purpose of this Agreement. Firm's submissions to FIT 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, which shall include the General Terms and conditions contained in the RFP, as incorporated herein by reference, 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 law's 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 tribunal or 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. Electronic signatures will be accepted.

13. Third-Party Agreements

Any agreement entered into by the Firm and a Third Party in connection with Deliverables under this Contract shall include the same terms as those appearing in this Contract.

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

Title: RFP C1531 – Lighting Designer Services

In witness whereof, the parties have executed this Contract: The amount of this Contract is _____ Dollars

(\$ _____)

For Firm:

Signature

Print Name and Title

Acknowledgement of Person Executing for Firm

State of New York

County of _____) SS:

On this day of _____, 202_ before me personally came _____
to me known, who being by me duly sworn did depose and say that s/he is the

of the Firm described herein and who executed the above instrument; and that s/he signed her/his has the authority to do so.

Notary Public

Fashion Institute of Technology:

Sherry F. Brabham, VP of Finance and Administration

Date

COVID-19 CONTRACTOR GUIDANCE FOR JOBSITES

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

Contractor Responsibilities

Under your contract with the Campus,

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

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

General Responsibilities:

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

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

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

Social Distancing:

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

General Jobsite Practices

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

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

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

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

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

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

Project Closure:

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

For additional resources:

OSHA COVID-19 Resources

OSHA Guidance on Preparing Workplaces for COVID-19

DOL COVID-19 Resources

Interim Guidance for Business and Employers

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

Name of Contractor: _____

Signature: _____

Date: _____



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

April 14, 2020

Background:

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

Executive Order:

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

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

Guidance:

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

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

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

Additional Information:

New York State Coronavirus (COVID-19) Website

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

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

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

Name of Contractor: _____

Signature: _____

Date: _____