



**Fashion Institute of Technology**  
**&**  
**F.I.T. Student Housing Corporation**

**Purchasing Department**

**Request for Proposal**  
**Interior Architectural Design and Related Services**  
**for Presidential Housing**

**Due Date: May 28, 2026**  
**on or before 12:00 PM**

**RFP# C1748**

[Purchasingbids@fitnyc.edu](mailto:Purchasingbids@fitnyc.edu)

# NOTICE TO BIDDERS

**BIDDING SPECIFICATIONS FOR  
FASHION INSTITUTE OF TECHNOLOGY  
&  
F.I.T. STUDENT HOUSING CORPORATION  
INTERIOR ARCHITECTURAL DESIGN AND  
RELATED SERVICES FOR PRESIDENTIAL HOUSING  
  
REQUEST FOR PROPOSAL C1748**

For the purposes of this project (the “Project”) the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as “FIT” unless otherwise distinguished herein. Neither the Fashion Institute of Technology nor F.I.T. Student Housing Corporation will be responsible for receipt of any Bid which does not comply with the instructions as set forth further in this document.

FIT is **ONLY** accepting electronic scanned submissions for the subject project. You must email your bid to [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) in PDF format and it should include all the requested documents (See Attachment A – Bid Checklist). The Electronic Scanned Bid must be received by **May 28, 2026, on or before 12:00 P.M.** Bid results are not official until each package has been fully reviewed.

**ATTACHMENT A - RFP CHECKLIST**

**FASHION INSTITUTE OF TECHNOLOGY  
&  
F.I.T. STUDENT HOUSING CORPORATION  
INTERIOR ARCHITECTURAL DESIGN AND  
RELATED SERVICES FOR PRESIDENTIAL HOUSING  
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- Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business for five (5) years, licenses, certifications, etc.)  

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- Did you **complete in full** the following:  
RFP Checklist – Attachment A  
Contractor Reference Sheet - Attachment B  
Response Cover Sheet – Attachment 1  
Fee Proposal Form – Attachment 2
  
- Have you carefully reviewed and accepted the, General Requirements, RFP Terms and Conditions, and the Contract Terms and Conditions?
  
- Did you sign for each Addendum to this project, if any were published? (It is the contractor’s responsibility to check FIT’s “Current Bid Opportunities” webpage for addendums prior to submitting their bid.)  
<http://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>
  
- Can you provide the required levels of insurance coverage? (See Section III. Contract Terms and Conditions – sub-section I, Insurance Requirements, Page 31)
  
- Did you include an audited or reviewed financial report for the last two (2) years with your bid?

**ATTACHMENT B - CONTRACTOR REFERENCE SHEET**

**FASHION INSTITUTE OF TECHNOLOGY &  
F.I.T. STUDENT HOUSING CORPORATION  
INTERIOR ARCHITECTURAL DESIGN AND  
RELATED SERVICES FOR PRESIDENTIAL HOUSING  
REQUEST FOR PROPOSAL C1748**

FIT requests a minimum of five (5) references for **completed** projects of similar size and scope. Please complete the following information for each reference: (Do not list FIT as a contact of similar size and scope.)

- 1) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_ Cooperation: \_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_
  - 2) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_ Cooperation: \_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_
  - 3) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_  
For FIT Use Only – Reference Responses  
Quality of Work: \_\_\_\_\_ Site Maintenance: \_\_\_\_\_  
Scheduling: \_\_\_ Cooperation: \_\_\_ Safety Standards: \_\_\_\_\_  
Permits: \_\_\_\_\_ Report Submittals: \_\_\_\_\_ Payments: \_\_\_\_\_  
Other Relevant Factors: \_\_\_\_\_  
Overall Performance Rating: Excellent \_\_\_ Satisfactory \_\_\_ Marginal \_\_\_ Unsatisfactory \_\_\_
- FIT**

Interviewer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- 4) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_

For FIT Use Only – Reference Responses

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

- 5) Contact Name/Title: \_\_\_\_\_  
Company Name/Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Project Start/End Date: \_\_\_\_\_

For FIT Use Only – Reference Responses

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

**FIT**

Interviewer: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL REQUIREMENTS

### I. Schedule

RFP Release Date: Week of May 4, 2026

Optional Pre-Site Inspection will be offered across four available time slots. Participants may attend any one of their choosing:

May 11, 2026, 10:00 AM

May 11, 2026, 12:00 PM

May 12, 2026, 10:00 AM

May 12, 2026, 12:00 PM

Written questions may be submitted to the Purchasing Office via email to: [Purchasingbids@fitnyc.edu](mailto:Purchasingbids@fitnyc.edu). Answers shall be provided in the form of an Addendum and will be provided to all firms in a timely manner.

Last Date for Receipt of Written Questions: May 14, 2026, 3:00 PM

Response to Questions Date: May 19, 2026

Submission Due Date: On or before May 28, 2026, 12:00 PM

\*Presentations/Interviews: Week of June 15, 2026

Contract Award/Commencement of Work: On or about June 22, 2026

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

### II. Introduction

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York (the “College”), currently has an enrollment of approximately 9,000 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 27<sup>th</sup> Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31<sup>st</sup> 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 Fashion Institute of Technology and its students. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, “FIT” or the “College”) and the F.I.T. Student Housing Corporation together, unless specifically designated otherwise. 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, and will be required to enter into identical contract(s), based on the same terms and conditions, for the work at the residence hall buildings. Collectively, or individually, the contracts will be referred to as the “Contract” hereinafter.

At the top of the dormitory named Alumni Hall is a public space and private residence of the President of FIT. The President of FIT is required by the FIT Board of Trustees to live on campus. This space shall be referred to as the ‘Presidential Housing’ in this proposal. The Presidential Housing is divided into two spaces, the public space – a lobby, large event gathering space, deck, library, dining room/kitchen, and half-bath, and the private residence of the President – bedrooms, bathrooms and a private den. The public space will be mobilized for many public events – fundraisers, student, faculty and staff celebrations, salons, and more. The private space will be the residence of the President. These spaces have not been renovated in over 20 years. The majority of the work will focus on the public spaces, however, there is critical maintenance of some aspects of space that need to be addressed. Given the public nature of this project, controlling costs while achieving a high level of design will be essential to the firm selected.

- A. The intent of this Request for Proposal (“RFP”) is to select an interior architecture firm with demonstrated experience in high-end residential renovations, and familiarity with NYC building regulations and approvals. The interior architect will provide design services including, but not limited to, concept development, finish selection, furniture and fixture specifications, and coordination of installation for designated interior spaces. The scope focuses on non-structural interior environments, finishes, and furnishings, and potential minimal architectural changes to the structure, as appropriate.

Following selection, the College will negotiate a final scope of work and associated compensation with the highest-ranked firm, based on the services outlined in this RFP and the proposer’s submitted fee proposal. Such discussions are intended to confirm assumptions, refine scope and level of effort, and finalize pricing within the proposer’s submitted fee structure (e.g., lump sum, not-to-exceed, hourly rates), rather than materially altering the basis of compensation. Proposers shall provide sufficient detail regarding their fee structure and pricing methodologies, to support these negotiations.

The College reserves the right to authorize additional or refined services with the selected firm without issuing a new solicitation, provided such services remain within the general scope and intent of this RFP and are based on the submitted fee structure. All adjustments are subject to appropriate review and approval in accordance with College procurement policies.

This provision is intended to allow for normal project development and shall not be construed as a means to avoid competitive procurement requirements. The College reserves the right to issue a new solicitation in the event of a material change in project scope or scale.

- B. FIT makes no guarantee of the amount of Work that may be required under this Contract. FIT reserves the right to use other Consultants for large capital projects.
- C. This 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 FIT’s written authorization to proceed on Contract.
- E. Performance and Payment Bonds are **NOT** required for this RFP.

### III. Project Overview

The project consists of the full or partial renovation of an existing unit, the Presidential Housing (approx. 4,500 sq. ft. of interior space), which may include reconfiguration of interior spaces, upgrades to systems/structure, and high-quality interior finishes.

### IV. Bidder Requirements

Bidder shall meet the following requirements and submit necessary information **with the RFP**. Failure to comply with any of these requirements shall be grounds for rejection of your RFP. FIT reserves the right to reject bids with incomplete information or which contain conditions not specified in the Bid Terms and Conditions herein, or which are presented in a different form other than that provided to bidders. FIT reserves the right to determine whether a Bidder has substantially met all the RFP requirements and to ask for additional information prior to making such a determination.

- A. Bidder shall have been in the Interior Architecture business for a minimum of five (5) years as of the Bid opening date specified herein above. Proof shall be submitted with your Bid.
- B. Bidder shall provide a minimum of five (5) references of contracts of similar scope and nature entered into within the past three (3) years. Bidder shall complete Attachment B - Contractor Reference Sheet by providing the name, title, address and current telephone number of a contact person for each such contract, along with the start and end date of the contract.
- C. Bidder shall evidence financial viability by providing financial and income and expenditure statements for the prior two (2) years.
- D. The firm must have a principal who is licensed to practice Architecture in the State of New York.

### V. Scope of Work

- A. The selected interior architect will provide services including, but not limited to:
  - Interior concept development and design documentation
  - Furniture, fixture, and finish selection and specification
  - Procurement support and coordination for furnishings and decorative elements
  - Bathroom design, including layout, material selection, and fixture selection
  - Flooring, wall and ceiling design, including painting and stain selection, refinishing recommendations, and identifications of areas requiring replacement
  - Design of limited interior built-in elements, including shelves, millwork, and related architectural features
  - Other architectural changes to the structure, as appropriate.

The Consultant shall develop design solutions for select interior areas intended to enhance the public event space and residential functionality, comfort, and hospitality use, including opportunities for integrated seating, storage, and custom built-in elements as appropriate.

- B. The Consultant team shall include, at minimum:
  1. Interior Architect (Prime Consultant)
  2. Interior Decorator (may be part of the Prime Consultant team)

The Consultant may engage additional specialists as needed to support specific design element; however, such consultants shall only be included where relevant to the scope of services and with prior coordination with the College.

- C. Design documentation shall be prepared in AutoCAD or compatible formats, as appropriate to the scope of services. Specifications, material selections, and design narratives shall be prepared using Microsoft Word or equivalent formats.
- D. The Consultant shall coordinate its efforts with any other design projects in progress.
- E. The Consultant shall work closely with the President and report to FIT's Executive Director of Facilities, who will oversee contract performance and provide direction throughout the assignment.

The Consultant shall attend a project kickoff meeting at the start of the engagement to confirm scope, schedule, and anticipated deliverables.

- F. The Consultant shall provide professional design services in accordance with generally accepted industry standards and applicable codes and regulations. The Consultant shall coordinate with the College during design development to ensure alignment with project intent and requirements.

Any necessary clarifications regarding design intent or documentation shall be addresses in coordination with the College prior to implementation.

- G. Consultants shall obtain and maintain throughout the term of the Contract, in accordance with all applicable laws, all licenses and certificates necessary to perform the Contract, including but not limited to business and occupational licenses. Copies of current licenses, certificates and insurances may be requested after submission of the Proposal.
- H. FIT can request that the Consultant Interior Architect use FIT's preferred on-call MEP/FP engineer.

## VI. **RFP Requirements**

All entities that submit a proposal must meet the following requirements and furnish all necessary information with the Proposal. Submit the following items with your proposal:

1. One (1) electronic version of the proposal in Adobe PDF Format via email.
2. Response Cover Sheet (Attachment 1)
3. Fee Proposal Form (Attachment 2)
4. RFP Checklist (Attachment A)
5. Contractor Reference Sheet (Attachment B)
6. Acknowledgement of Addenda to this solicitation, if any were issued by FIT. (It is the responsibility of the interested firm to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.)  
<http://www.fitnyc.edu/about/administrative/finance/purchasing/current-bids.php>

Proposers shall submit a fee proposal that includes a clear description of their proposal pricing structure for the scope of services outlined in this RFP. This shall include, as applicable:

- Lump sum fee proposals
- Not-to-exceed pricing
- Hourly billing rates for key personnel
- Anticipated reimbursable expenses (if any)
- Subconsultant fees, if applicable

Failure to comply with this requirement shall be grounds for rejection of your RFP. All subconsultant pricing shall be clearly identified and inclusive of overhead and profit.

The Consultant will require that the terms of the contract apply to the subconsultants and shall cause all subconsultants to comply with the terms of this contract. This includes insurance and proof of NYS workers comp.

An optional pre-site inspection will be held at FIT Feldman Lobby, located at 227 West 27<sup>th</sup> Street, New York, NY 10001, across four available time slots: **May 11, 2026 at 10:00 AM; May 11, 2026 at 12:00 PM; May 12, 2026 at 10:00 AM; and May 12, 2026 at 12:00 PM.** Participants may attend any one of their choosing. Questions shall be submitted in writing to the attention of Purchasing Office via email to [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu), no later than **May 14, 2026, by 3:00 PM.** Answers shall be provided in the form of an Addendum and will be provided to all firms in a timely manner.

Failure to comply with these requirements shall be grounds for rejection of your RFP submission. FIT reserves the right to determine that firms have 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, under prior contract, remain confidential, 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, the College reserves such right to use.

Bids must be submitted on the forms supplied by FIT in the Bidder's full legal name or the bidder's full legal name plus a registered assumed name. Bids shall be enclosed in a sealed envelope, addressed to FIT and marked with the name and address of the Bidder, and the name of the Project. All blank spaces for bid prices must be filled in, using both words and figures, words to take precedence over figures. **Conditional bids shall not be accepted.** Bids shall not contain any recapitulation of the Work to be done. No oral, facsimile transmittal, or telephonic bids or modifications shall be considered. Vendor exclusions shall be grounds for bid rejection. Do not modify the bid forms supplied by FIT

Bids that are illegible or that contain omission, alterations, additions or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions, may be rejected as not responsive.

FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids in the hands of staff of FIT's Purchasing Office on or before **May 28, 2026, on or before 12:00 PM** will be considered.

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.

No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

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

Submissions shall be emailed to [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) and received no later than **May 28, 2026 at 12:00 P.M.**

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. Proposal shall follow the outline given below, using the same section numbers and providing all information requested for each section.

#### **A. Company Overview**

1. Documentation that the firm has been doing business related to interior architectural services, preferably in higher education, for a minimum of five (5) years immediately prior to the date of this RFP.
2. An overview of the firm, including a description of the services provided.
3. Demonstration of financial viability, as evidenced by documents such as financial statements, balance sheets, and income and expenditure statements for the prior two (2) fiscal years and good credit rating with at least one (1) major financial institution.
4. Include detailed information for a minimum of five (5) references.
5. An explanation of what differentiates your firm from other vendors who perform the same kind of work.

#### **B. Staff Qualifications:**

1. Provide the names, titles, professional license and registration numbers and resumes of the project team members who will be assigned to FIT's projects. For each position listed, describe the person's responsibilities in the firm. This shall include any subcontractor hired.
2. Specifically, identify the following:
  - i. Contract Manager. As this is a day-to-day contact, this is the key individual in the Proposal. The Contract Manager must be detailed and client-oriented, employed with the firm for a minimum of three (3) years and possess experience with campus facilities.
  - ii. Other required personnel assigned for as-needed projects.

#### **C. Similar Experience:**

1. List clients within the last five (5) years of a similar nature, which best demonstrate the firm's qualifications for the proposed work. For each client reference, include the following:
  - i. Description and scope of projects.
  - ii. Project start date and (expected) completion date.
  - iii. Name of client, representative's name, title, address, phone number.
2. Previous experience working on projects in an occupied multi-story building is preferred.

3. Multidisciplinary capabilities of the firm are required.

**D. Work Plan:**

1. Firm shall submit a plan for:
  - i. Management of services outside the disciplines of in-house staff.
  - ii. Successful quality control.
  - iii. A description of the firm’s approach to coordination of disciplines on the assigned project.
2. Submission shall include firm’s credentials and qualifications reflecting the in-house capabilities and the personnel dedicated to the anticipated project under consideration.

**VII. Evaluation Criteria and Selection**

The following Evaluation Criteria will be used by FIT to evaluate the submissions to this solicitation:

1. Firm Experience and Project Understanding	25%
2. Qualifications of Proposed Staff	25%
3. Client References	20%
4. Design Approach/Methodology	20%
5. Interview or Oral Presentation (Optional)	10%

The selection of firms and submission of additional information will be made consistent with applicable laws and procedures. This is a quality-based selection project. Responses will be ranked by technical merit. FIT reserves the right to award Contract to the Proposer with the highest score on criteria 1 through 4. Proposers may be requested to make presentations on their Responses and attend interviews. If presentations and interviews are conducted, FIT will award the Contract to the firm with the highest score on the sum of items 1 through 5. FIT will award contracts to the responsive and responsible Proposers whose responses are determined to be the highest quality and most advantageous to FIT, taking into consideration the overall quality of the Responses as measured against the Evaluation Criteria above.

FIT reserves the right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received.

Prior to the opening of the bids, Bidder shall promptly notify FIT of Change in ownership of the Bidder. Failure to notify with this bid shall be grounds for rejection of the Bid.

During the term of the Contract, the Consultant shall promptly notify FIT of any change in the ownership of the Contractor. Failure to notify FIT may result in termination of the Contract.

FIT reserves the right, exercisable at its sole discretion, to cancel and withdraw from the Project at any time in advance of the award.

FIT reserves the right to use our On-Call MEP, and adjust Fee accordingly.

The College reserves the right to negotiate scope and fee with the selected firm. If proposed fees exceed the anticipated budget or applicable discretionary purchasing thresholds, the

College may modify the procurement approach, re-solicit proposal, or otherwise process in a manner consistent with applicable procurement requirements.

**VIII. Maximum Hourly Rates for Compensation for Professional Services Rendered**

Consultants shall provide hourly billing rates for personnel classifications anticipated to be assigned to the Project, as set forth in Section D of the Fee Proposal Form. Failure to comply may be grounds for rejection of your submission.

Hourly rates shall be inclusive of all overhead and profit and shall be considered the maximum rates payable under the Contract.

Where services are performed on an hourly basis, including any authorized additional services, compensation shall be based on the approved hourly rates provided in Section D of the Fee Proposal Form and the actual time expended on the project.

The Consultant and any subconsultants shall invoice for hourly services in accordance with these approved rates. The College reserves the right to request reasonable supporting documentation to verify hours billed.

Classification	Direct Hourly Rate
Principal/Project Director	\$
Project Manager	\$
Interior Architect	\$
Interior Designer	\$
Junior Designer/Design Assistant	\$
Draft person/CAD Technician (if applicable)	\$
Other (Specify):	\$

**IX. Reimbursable Expenses**

Reimbursable Expenses, if applicable, shall be limited to actual, reasonable, and necessary costs incurred in direct support of the Project and must be pre-approved by the College where practicable. All reimbursable expenses must be supported by appropriate documentation.

Eligible reimbursable expenses may include:

1. Reasonable reproduction, printing, and delivery costs for presentation materials or design documentation requested by the College.
2. Materials samples, finish boards, or physical mock-ups requested for design review.
3. Travel expenses, if required and pre-approved by the College.

All other costs are deemed to be included in the Consultant’s fee unless expressly authorized in writing by the College.

## **X. Additional Services**

If additional services beyond the defined scope of work are authorized in writing by the College, compensation for such services shall be determined in advance and agreed upon in writing.

Compensation for additional services shall be based on one of the following methods, as determined by the College:

- Lump sum fee
- Not-to-exceed amount
- Hourly rates as submitted in Section D of the Fee Proposal Form

Where services are performed on an hourly basis, compensation shall be based solely on the approved hourly rate in Section D of the Fee Proposal Form applied to actual time expended on the Project.

All additional services must be expressly authorized by the College prior to commencement. Reimbursable expenses, if any and only if pre-approved, shall be governed by the Reimbursable Expenses section of this RFP.

## **XI. Payment Requisitions**

Payment for services may be made monthly in proportion to services performed and approved by the College, or upon completion of agreed upon phase or deliverables, as determined by the College.

Invoices shall be submitted in a format acceptable to the College and shall include appropriate supporting documentation, which may include a summary of services performed, hours expended, (if applicable), and progress toward completion of deliverables.

The College reserves the right to request additional supporting information as reasonably necessary to verify invoices services.

Subconsultant invoices, if applicable, shall be submitted in accordance with the Consultant's billing schedule and within a reasonable time after receipt of such invoices.

## **XII. Deliverables**

For the assigned project, the selected Interior Architect shall provide deliverables including, but not limited to:

1. Design drawings and documentation appropriate to the scope of services, including plans, elevations, and details as required for interior renovations and built-in elements.
2. Finish plans, material specifications, and interior schedules.
3. Design documentation suitable for pricing, procurement, and implementation of the Work.
4. Coordination documents and sketches necessary to support construction or installation of interior improvements.
5. Final project record set, including electronic files of all final design documentation.

At project completion, the Consultant shall provide a digital record package containing all final reports, specifications, drawings, and related project documentation.

Drawings shall be provided in AutoCAD and PDF formats. Reports and specifications shall be provided in Microsoft Word or compatible formats. BIM deliverables are not required unless specifically requested by the College.

All documentation shall be consistent with applicable professional standards appropriate to the scope of interior design services.

### **XIII. FIT'S EHS Plan**

Consultant shall be familiar with the attached *Work-Specific Environmental, Health and Safety Plan* attached here as Appendix C.

### **XIV. Terms**

- A. The term of Contract is expected to be approximately six (6) months to one (1) year, or until completion of the services described in the RFP, whichever occurs later.
- B. In addition to any other termination or cancellation rights reserved by the FIT elsewhere in this Contract, FIT shall have the right to suspend, abandon or terminate the Contract for any reason, and such action shall in no event be deemed a breach of contract. In any of these events, FIT shall make *pro rata* settlement with Consultant based upon the Work performed up to and including the date of such suspension, abandonment or termination, as verified by audit.
- C. In the event that the Contract is so suspended, abandoned or terminated, Consultant shall make available to FIT all records, documents and data pertaining to the Contract within ten (10) days after such termination.
- D. In the event of termination or suspension of the Consultant's services, the College reserves the right to engage the next highest-ranked qualified proposer, as determined through the evaluation of the RFP, to complete all or part of the remaining scope of work. Such engagement may be made without issuing a new RFP, provided the College determines that the scope of services and project requirements remain substantially unchanged.

The College reserves the right to exercise this option in its sole discretion or to pursue any other procurement method permitted under applicable requirements, as determined to be in the best interest of the College.

- E. Consultants whose Contract has not been suspended, abandoned or terminated are required to complete the project even if the term of their Contract has lapsed.

### **XV. Restricted Period**

The period of time commencing with the earliest written notice, advertisement or release of an RFP or other solicitation from Offeror's intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity. Except as expressly authorized by the authorized agency contact person listed in Section V of this solicitation or as otherwise expressly authorized by the New York State Finance Law §§ 139-j and 139-k, proposers may not contact board members, officials, employees or

consultants of FIT, or any of its affiliates or subsidiaries, DASNY, the State of New York or any other governmental entity regarding this solicitation and the related disposition, or send proposals to any of them. Failure to observe this requirement may result in the proposer's disqualification from consideration pursuant to this solicitation.

**XVI. Proposal and Qualifications Confidentiality**

All proposals and qualifications submitted for FIT's consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offeror believes that any information in its proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed the Offeror shall submit with its proposal a separate letter to the designated contact. The letter shall specifically identify the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offeror to submit such a letter will constitute a waiver by the Offeror of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets.

The proprietary nature of the information designated confidential by the Offeror may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire proposal be kept confidential is not advisable since a proposal cannot reasonably consist of all data subject to FOIL proprietary status.

**XVII. M/WBE and SDVOB**

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

**Attachment 1**

**Response Cover Sheet**

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**Please Check All Items Below to Confirm They Are Contained in Your Submission.**

- One (1) Digital Copy of the submission in Adobe PDF format
- Response Cover Sheet (Attachment 1)
- Fee Proposal Form (Attachment 2)
- RFP Checklist (Attachment A)
- Contractor Reference Sheet (Attachment B)
- Acknowledgement of Addenda to this solicitation, if any were issued by FIT. (It is the responsibility of the interested firm to check FIT’s “Current Bid Opportunities” webpage for addendums prior to submitting their bid.) <http://www.fitnyc.edu/purchasing/current-bids.php>

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**Company Contact Information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

**Attachment 2**

**Fee Proposal Form**

Project # C1748

Project Name: Interior Architectural Design and Related Services for Presidential Housing

**A. General Instructions**

Proposers shall complete this Fee Proposal Form in full. All pricing shall be inclusive of all labor, coordination, and standard overhead required to perform the services described in this RFP, unless otherwise noted.

Proposers may submit pricing using one or more of the following structures:

- Lump Sum Fee
- Not-to-Exceed Fee
- Hourly Rate Schedule (for time-based services, if applicable)

**B. Proposed Fee Structure** (select all that apply):

- Lump Sum (based on defined scope)
- Not-to-Exceed Fee
- Hourly Rate Schedule (for time-based services, if applicable)

**C. Total Design Fee**

Lump Sum / Not-to-Exceed Fee

Total Fee for Full Scope of Services: \$ \_\_\_\_\_

Fee type (select one)

- Lump Sum (based on defined scope)
- Not-to-Exceed Fee

**D. Hourly Rate Schedule (If Applicable)**

Provide hourly billing rates for personnel anticipated to be assigned to the project.

Classification	Direct Hourly Rate
Principal/Project Director	\$
Project Manager	\$
Interior Architect	\$
Interior Designer	\$
Junior Designer/Design Assistant	\$
Draftperson/CAD Technician (if applicable)	\$
Other (Specify): _____	\$

**E. Reimbursable Expenses**

Indicate any anticipated reimbursable expenses (if applicable).

Description	Estimated Cost
	\$
	\$
	\$

No reimbursable expenses anticipated

**F. Subconsultants (If Applicable)**

List any proposed subconsultants and associated fees.

Discipline	Firm Name	Fee/Estimate
Millwork/Cabinetry		\$
Lighting Consultant		\$
Other (Specify):		\$
		\$
		\$

**G. Fee Basis Description**

Briefly describe your pricing methodology (e.g., lump sum based on defined scope, hourly with capped not-to exceed, etc.):

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Proposer: \_\_\_\_\_  
(Print or Type Company/Partnership/Individual Name)

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type Name of Representative)

Title: \_\_\_\_\_  
(Print or Type Title of Representative)

Tel. #: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** By submitting this Fee Proposal Form, the Proposer confirms that all pricing has been prepared in accordance with the requirements of this RFP and is valid for a period of 90 days from submission.

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

**Fashion Institute of Technology**  
**Appendix A**

**Outline for Preparing Work-Specific Environment, Health and Safety  
(EHS) Plan**

Before commencing work on site at FIT, Contractor shall prepare a work-specific EHS Plan and submit the EHS Plan to both the Facilities Management and EHS Departments for review and approval. Such approval shall be given in a timely manner.

**I) A work-specific EHS Plan is required in the following instances:**

- A) When proposed work will:
  - 1) use regulated hazardous chemicals;
  - 2) have the potential to generate fumes, vapors or dusts;
  - 3) involve cutting torches or other spark-generating equipment (“hot” work);
  - 4) generate any waste;
  - 5) involve high-energy systems or
  - 6) require any type of air monitoring.
- B) When work involves the removal of less than 25 linear feet, or 10 square feet, of asbestos-containing material (that is greater than 1% asbestos). For work involving more than these amounts of asbestos, Contractor must consult with the EHS Department for additional guidelines.
- C) When work involves the use of tools and equipment in areas where FIT employees or students are present.
- D) When work involves construction, other than minor repairs or alterations to on-campus facilities.
- E) When work involves dangerous environments, such as confined spaces, hazardous energy, use scaffolds greater than 10 feet high, or vehicle-mounted articulated booms.

**II) Use the outline below to develop the work-specific EHS Plan. Contractor shall amend the work-specific EHS Plan as needed to accommodate work on-campus as it proceeds.**

**Description of Contents of Work-Specific EHS Plan**

**III) General Information – Project Planning**

- A) List primary information about Contractor’s firm and that of sub-contractors, if any, Project Name, FIT Bid Number and Contractor’s safety-related performance measurements on Table 1.

- B) Describe the scope of work and list a breakdown of its specific tasks.
- C) Provide a project schedule that, at a minimum, shows the anticipated start date of the work, the duration of each phase of the work, the anticipated date of completion of each phase, and the project completion date.
- D) List name of Contractor's on-site EHS Coordinator and the names of all OSHA-competent persons needed to carry out the scope of work on Table 2. The EHS Coordinator shall serve as the primary contact with FIT's Director of EHS Compliance during all work.

**IV) Work-Specific Hazard Analysis/Risk Assessment**

- A) Describe each task associated with the work of the project.
- B) List the potential hazards, if any, associated with each task.
- C) Provide copies of Contractor's EH&S program applicable to scope of work.
- D) List the types of protective work practices or personal protective equipment (PPE) Contractor will employ to carry-out each task.
- E) Describe the types of exposure assessments that are needed to address potential hazardous exposures related to the work of the project. These include:
  - 1) Work practices and engineering controls Contractor will use to prevent exposure of Contractor's employees to hazardous chemicals or hazardous energy;
  - 2) Work practices and engineering controls Contractor will use to prevent exposure of FIT students and staff to any detectable chemical exposure;
  - 3) Contractor's use of respiratory protection and other protective equipment (PPE) and
  - 4) Qualitative or quantitative monitoring protocols, personal and area monitoring equipment, and contaminant action levels.
- F) Attach copies of certified documentation of "Hazard Assessment and Equipment Selection" required by 29 CFR 1910.132 (d)(2) that complies with 1910 Subpart I Appendix B for all tasks in the work-specific EHS Plan.
- G) Attach a copy of Contractor's written Hazard Communication Program that OSHA requires for the work-specific EHS Plan.

**V) Work-Specific Environmental, Health and Safety Elements**

- A) To address health and safety issues, the work-specific EHS Plan shall:
  - 1) Describe criteria for upgrading or downgrading personal protective equipment (PPE) or modifying work practices to control hazardous exposures during the work;

- 2) Describe criteria Contractor will use to set up exclusion zones, including physical barriers and decontamination zones, as needed to prevent spread of debris and restrict access of unauthorized persons to work areas;
  - 3) List equipment Contractor will use for routine and emergency on-site communication;
  - 4) Describe utility clearance and marking procedures to prevent damage to buried utilities, or to lines, piping, or cables located inside of walls and ceilings, if applicable;
  - 5) Describe decontamination and cleaning procedures for Contractor's employees and equipment to prevent the spread of debris. This includes procedures during work, at the end of each work day, and at the completion of the project before FIT's final inspection of the work area;
  - 6) Identify measures to manage dangerous environments, such as confined spaces, scaffold work greater than 10 feet, or articulated booms;
  - 7) List "Hot Work" procedures involved in the work of the project. This may include, but not be limited to, work such as welding, burning, open flames, tar melting or other type of melting pots, grinding that throws sparks.
  - 8) Identify the need for air monitoring or special testing to carry out the work. Include a listing of monitoring equipment or special tests and the Action Levels that Contractor will apply to project work;
  - 9) Describe safety procedures for excavations more than four 4 feet deep and sloping or shoring procedures where excavations will exceed 5 feet deep;
  - 10) Describe fire protection and explosive hazard review;
  - 11) List the name and address of Contractor's on-contract Confined Space rescue team;
  - 12) Describe spill control procedures for chemical products Contractor will have on-campus during work. Include a listing of spill control or containment supplies that Contractor will have on-hand in case of a spill;
  - 13) Describe the need for site coordination with FIT employees, other contractors on-site and other adjacent work groups. This includes identification of hazardous energy Lock Out and Tag Out requirements to make to work area safe; and
  - 14) Provide a listing of other safety equipment that Contractor will have on site during the work of the project.
- B) To address oil, chemical and waste management issues, the work-specific EHS Plan shall:
- 1) Provide estimates of the types and amounts of waste (both hazardous and non-hazardous) that Contractor anticipates the work will generate. As applicable, provide a copy of a waste analysis plan that lists the types of

analysis required, the USEPA SW-846 method number and the method detection limits;

- 2) Provide facility name, USEPA ID number, and a contact name for each facility that will transport and dispose of each of the waste streams identified above. Provide this information for any facility that will dispose of residuals from the treatment of project waste, as applicable;
- 3) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to accumulate waste during work, to set-up exclusion zones and to provide employee decontamination areas;
- 4) Provide a statement that describes the methods that Contractor will use to minimize the amount of waste generated from the work of the project;
- 5) Provide a tabular listing, along with copies of Safety Data Sheets (SDS), for any chemical products that Contractor intends to store or use on-site during the work. The listing shall include the product name, manufacturer's name, type, amounts, intended storage location on FIT site, the specific use of the chemical and identification of any NYCDEP/USEPA regulated hazardous substances that Contractor intends to store or use on-site during the work. In all cases, Contractor must submit the listing before chemical products are delivered to the FIT campus;
- 6) On a copy of a drawing that will be provided by FIT, identify location where Contractor proposes to store chemical products on-site during work;
- 7) Identify the need, if any, to amend existing FIT emergency contingency planning documents. Such documents include, but are not limited to: Spill Prevention Control and Countermeasure Plan, Spill Prevention Report, Right-to-Know Survey and
- 8) List permits and Certificates of Fitness (NYCDEP, NYSDEC, USEPA, FDNY) needed to carry-out the scope of work and have copies on-site of permits and Certificates to carry-out project work.

## **VI) On-Site Documentation**

- A) Contractor shall record initial and daily safety-related procedures on Table 3. These shall include:
  - 1) Before start of the work, FIT's Project Manager will conduct a FIT Hazard Communication briefing for Contractor's employees;
  - 2) Before start of the work, FIT's Project Manager and Contractor's on-site EHS Coordinator shall conduct a briefing for FIT employees in areas adjacent to work areas about proposed work;
  - 3) Review of FIT Emergency Evacuation Procedures;
  - 4) Listing of initial and ongoing project status meetings on-site with FIT Project Manager to address EHS concerns safety and health; and

- 5) Scheduled and unscheduled employee safety briefings, toolbox talks.
- B) Contractor shall provide a summary of the on-site EHS Coordinator's EHS-related training and experience relevant to the work of the project.
- C) Contractor's employees shall sign-in daily with FIT Security in the A-Building Lobby.
- D) For each work shift necessary to complete the project, Contractor's on-site EHS Coordinator shall open and fill out the "Daily Safety Management Work Permit" (See Appendix 1) at the start of each work shift and close the Permit at the end of each work shift.

## **VII) Emergency Response Planning**

Contractor shall review the summary of the Emergency Response Contact Names listed on Table 4 and provide the information as follows:

- A) On a site map that will be provided by FIT, identify the primary and secondary routes for the evacuation of Contractor's employees, including the "rally point" where Contractor's employees will assemble and carry-out an accountability check in case of an evacuation;
- B) List emergency response contacts with titles and telephone numbers. Contractor shall immediately call FIT Security and the FIT Project Manager in the event of a spill of oil, chemicals, waste water, or hazardous materials;
- C) Identify the name, address and route to nearest hospital or Contractor's wellness center; and
- D) Provide a listing of emergency equipment for first aid, personal protection, spill response, fire protection and rescue.

**Table 1**

**Project Name:** \_\_\_\_\_

**Bid Number:** \_\_\_\_\_

**Contractor Organization Chart and Safety Data**

Company	:	Name: Address: Phone:
President	:	Name: Phone:
Vice President – Operations	:	Name: Phone:
Director of Environmental, Health, and Safety	:	Name: Phone:
Contractor EHS Program Development	:	Name: Phone:
OSHA Total Case Recordable Rate (TCRR)	:	
Days Away from work, or Restricted work or job Transfer (DART)	:	
Experience Modification Rate (EMR)	:	

Listing of On-site Subcontractors for project work, as applicable -

COMPANY NAME	ADDRESS	PHONE NUMBER	TASKS

**Table 2**  
**On-Site Supervisory Personnel**

Title	: Name(s) and On-Site Phone Number
On-site EHS Coordinator	:
Contractor Project Managers	:
FIT's Project Manager(s)	:
<b>Contractor's Competent Persons</b>	List all that Apply – Indicate not applicable areas for department /project work as “NA” For subcontractor employees, place subcontractor firm name in parenthesis after the employee's name
Confined Spaces	:
Excavations	:
Industrial Hygiene	:
Electrical--Lock Out/Tag Out	:
PPE, Respiratory Protection	:
Hazard Communication (Required for each department and project. Identify responsible employee for each subcontractor)	:
Fall Protection	:
Scaffolds	:
Cranes & Derricks	:
Blasting & Use of Explosives	:

**Table 2 (Cont'd)**  
**On-Site Supervisory Personnel**

Asbestos (Attach copies of Company license, supervisor and handler certificates for all employee :  
 that will perform work)

Lead

Silica

Hot Work (Complete and submit permits daily - see Appendix 1)

FDNY Certificate of Fitness-Torch Operations

FDNY Certificate of Fitness-Fire Guard

FDNY Certificate of Fitness-Fire proofing

FDNY Certificate of Fitness-Powder Activated Tools

FDNY Certificate of Fitness-Air Compressors \_\_\_\_\_

FDNY Certificate of Fitness-Use of LPG and Use in Tar Kettles

FDNY Refrigerating System Operating Engineer

FDNY Certificate of Fitness-Other \_\_\_\_\_

FDNY Certificate of Fitness-Other \_\_\_\_\_



**Table 4****Emergency Contact Names & Telephone Numbers**

<b>TITLE</b>	<b>CONTACT NAME</b>	<b>EMERGENCY PHONE NUMBERS</b>
Contractor: Main Office		
Contractor President:		
On-site EHS Coordinator		
FIT Facilities Management	<b>Executive Director:</b> Allen King	Phone: 212-217-4424
FIT Environmental, Health and Safety Compliance	<b>Director:</b> Paul DeBiase paul_debiase@fitnyc.edu	Phone: 212-217-3752
	<b>Department Coordinator:</b> TBD	Phone: 212-217-3754
Contractor Project Manager(s)		
FIT Public Safety	Central Control	212-217-7777, or Use Red Phone
Occupational Safety And Health Administration, – Area Director	Provide Zip Code for the location of Accident	800-321-6742
Location of nearest hospital and/or contractor’s wellness center		
Rally Point and Accountability Check Location	In case of Building Evacuation Alarm	

**Note: Call FIT Central Control at 212-217-7777 in case of any emergency such as fire, chemical spills, injury requiring medical treatment, or exposure of contractor or FIT personnel to fumes, vapors, or dusts.**

**RFP TERMS AND CONDITIONS**  
**Fashion Institute of Technology**

**A. RFP Requirements:**

1. Contractors shall submit the complete RFP document, consisting of RFP Terms and Conditions, Contract Terms and Conditions and Specifications, as issued by FIT, including required signatures and attachments, in their electronic submission before the time and date stated on the cover page of the RFP.
2. Once submitted Contractors are not permitted to change or modify RFP Terms and Conditions, Contract Terms and Conditions and Specifications. All Contractors bid on the same terms and conditions.
3. Contractors are responsible to make certain that the RFPs are emailed and received by the FIT Purchasing Department before the RFP submission deadline.

Following receipt and review of proposals, the College will distribute to all proposers a summary of the fee proposals submitted. The summary will reflect proposed pricing as submitted and is provided for informational purposes only. Selection will be based on the evaluation criteria set forth in this RFP.

4. RFPs received after the time of the RFP opening will be returned unopened.

**B. Site Inspection:**

1. Before submitting a RFP, Contractors are encouraged to examine the project location and its surroundings during by attending an optional pre-site inspection. Contractors shall be presumed to have full knowledge of work site conditions relating to the work of the Contract and to assume the risk of any variances between the actual conditions and those conditions shown or represented in the RFP documents.
2. FIT reserves the right to require a pre-RFP site inspection or a pre-RFP meeting or both.

**C. No Oral Statements:**

1. FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).
2. Any changes to the RFP 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.

**D. Contractor Affirmation:** By signing the RFP, Contractor certifies that:

1. Contractor is of lawful age and the only one interested in the RFP or transaction;
2. No person, firm or corporation other than Contractor has any interest in the RFP, the contract proposed to be let or the transaction involved;
3. 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 RFP, or in the goods, services, supplies, equipment or labor which may be related to the RFP; and
4. Contractor 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.

**E. Non-Collusive RFP Certification:**

1. By submission of its RFP, Contractor, and each person signing on behalf of Contractor, certifies, and in the case of a joint RFP 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 RFP 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 Contractor or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in the RFP have not been knowingly disclosed by Contractor and will not knowingly be disclosed by Contractor prior to opening, directly or indirectly, to any other Contractor or to any competitor; and
  - c. No attempt has been made or will be made by Contractor to induce any other person, partnership or corporation to submit or not to submit an RFP for the purpose of restricting competition.
2. A RFP shall not be considered for award nor shall any award be made where (1)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Contractor cannot make the foregoing certification, Contractor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore.

- F. Confidentiality:** If Contractor believes that any information in its RFP 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), Contractor shall submit with its RFP 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 RFP or proposal. A request that an entire RFP or proposal be kept confidential will not be considered. Failure by Contractor to submit such a letter with its RFP or proposal identifying trade secrets shall constitute a waiver by Contractor of any rights it may have under FOIL.

**G. Prices:**

1. RFP shall include in its submission a reasonable breakdown of its proposed fee for the services to be rendered. Prices shall be held firm for ninety (90) days from the RFP due date.
2. **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. RFP Withdrawal:**

1. Contractors may withdraw RFPs at any time before the RFP opening.
2. After the RFP opening, Contractors may withdraw RFPs only after the expiration of ninety (90) days and before any actual award.
3. RFP withdrawals must be in writing.

4. In the event of a clerical error by a Contractor, Contractor may withdraw its RFP before the award of the Contract or within three (3) days after the opening of the RFP, whichever period is shorter. Contractor shall furnish credible evidence that its error was a clerical in nature as opposed to an error in judgement. FIT will determine, upon objective evidence and pursuant to law, whether Contractor shall be permitted to withdraw its RFP.
- I. **Tie RFPs:** Should any two or more RFPs be submitted with exact bid totals; FIT shall have full discretion to make a determination as to which Contractor shall be awarded the RFP. Such determination shall be based on FIT's objective determination as to which Contractor / bid is in FIT's best interest.
  - J. **Contractor Responsibility:** In determining whether a Contractor is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.
  - K. **RFP Rejection:**
    1. FIT may reject a RFP if:
      - a. The RFP is not responsive to the requirements of the RFP;
      - b. Contractor does not provide information or documents required;
      - c. Contractor does not submit the RFP security as required;
      - d. Contractor misstates or conceals any material fact in the RFP;
      - e. The RFP is conditional;
      - f. The RFP contains prices that are unbalanced; or
      - g. FIT determines that Contractor is not responsible in accordance with law and FIT regulations.
    2. FIT reserves the right to reject all /RFPs submitted for this project if it is in the best interest of FIT to do so.
  - L. **Award of Contract:**
    1. Award shall be made to the highest score of Evaluation Criteria Contractor pursuant to law and FIT regulations.
    2. FIT reserves the right to waive technicalities in this RFP if it is in the best interest of FIT to do so.
    3. By submission of its RFP, Contractor represents that it is willing and able to enter into an agreement with FIT (the "Contract" upon the terms, conditions and specifications contained herein.
    4. The Contract shall be signed by the successful Contractor after the award is made. The

- successful Contractor shall execute the Contract within ten (10) business days of the award.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.

**M. Governing Law:**

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions, except if the federal supremacy clause requires otherwise.
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. Contractor 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.

**CONTRACT TERMS AND CONDITIONS**  
**Fashion Institute of Technology**

**A. Performance:**

1. Contractor shall deliver the goods or perform the work of the Contract subject to all relevant federal, state and local laws.
2. Contractor shall provide copies of all licenses and certificates required for performance of the work within ten (10) days of FIT's written request.
3. When Contractor, its employees, subcontractors and agents are on the FIT campus, they shall be subject to applicable FIT rules and regulations.

**B. Wage and Hour Provisions:**

1. Although the work of the Contract is not "public work" as defined in the Labor Law of the State of New York, FIT intends that all applicable provisions of the Labor Law be carried out in the performance of the work.
2. Neither Contractor's employees nor the employees of its subcontractors shall be required or permitted to work more than the number of hours or days stated in the Labor Law.
3. Contractor and its subcontractors shall pay at least the prevailing wage rate and pay or provide the prevailing supplements in accordance with the Labor Law.

**C. Delivery:**

1. Contractor shall not be responsible for delays or failures of performance arising out of causes beyond the reasonable control of Contractor and without the fault or negligence of Contractor including, but not limited to, acts of God or of the public enemy, fires, strikes or freight embargoes. Contractor shall immediately notify FIT in writing of any cause that may delay delivery.

**D. Changes in Scope of Work:**

1. FIT reserves the right to make reasonable changes within the general scope of the Contract and not materially affecting the substance thereof, including additions, deletions or other revisions to the work.
2. Any change in work shall be made in writing by FIT, and the Contract price shall be adjusted accordingly.
3. Increases or decreases in the Contract price required by a change in work shall be determined at FIT's option:
  - a. By applying the applicable unit prices established by the Contract or
  - b. By estimating the fair and reasonable cost of the change in work.

**E. Insurance Requirements:**

1. Before commencing work on the FIT campus, Contractor shall procure at its own expense all of the insurance required under this section and shall maintain such insurance until the work of the Contract is completed or as specified.
2. Required insurance shall be procured from companies licensed and authorized to do business in the State of New York.
3. Contractor shall submit certificates of insurance required under this section to the FIT Purchasing Department before commencing work on the FIT campus.
4. Types and minimum limits of insurance:
  - a. Workers' compensation insurance as required by New York State Law.
  - b. Employer's liability insurance with a limit of not less than \$500,000 for bodily injury by accident; \$500,000 for bodily injury by disease – policy limit; \$500,000 for bodily injury by disease – each employee.
  - c. Coverage shall include Broad Form Property Damage and Contractual Liability.

The Certificate of Insurance shall evidence the following:

**The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York shall be named as Additional Insured's for coverage pursuant to items (a) through (c) above.**

5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, nor shall coverage be reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to FIT.
6. This Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of its employees who are required to be covered by the provisions of the Workers' Compensation Law.
7. Contractor waives any right of recovery against FIT and additional insured's for any loss or damage covered by any policy of insurance maintained by Contractor in connection with the work of the Contract. Contractor shall obtain from its insurer under any such policy a waiver of all right of recovery by way of subrogation against FIT and additional insured's in connection with any claim of loss or damage covered by such policy.

**E. Contractor's Workers:**

1. Contractor shall provide competent workers for the performance of the work of the Contract.
2. If, in FIT's reasonable opinion, any worker employed by Contractor is not competent or otherwise not acceptable, Contractor shall promptly replace such worker.
3. Contractor shall not permit any labor, materials or means whose employment or utilization may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workers employed by Contractor, its subcontractors or agents, or by any of the trades working in or about the buildings and premises where work is being performed under the Contract, or by other contractors, their subcontractors or agents pursuant to other contracts.

Any violation by Contractor of this requirement may be considered as proper and sufficient cause for declaring Contractor to be in default, and for FIT to take action against Contractor as it deems proper, including cancellation of the Contract.

**F. Work for Hire:**

1. Any copyrightable works created by Contractor during the work of this Contract shall be deemed “work for hire”, and FIT will hold all right, title and interest in this work for hire.
2. Contractor shall agree to give FIT all assistance reasonably required to protect any right, title or interest in the work created.

**H. Renewal of Contract:**

1. Unless permitted by the Specifications, renewal of the Contract shall not be allowed.
2. Renewal, if permitted, shall be in the best interest of FIT and shall be subject to the same terms and conditions contained in the original Contract.
3. Upon termination of the Contract or any renewal thereof and pursuant to FIT’s written request, Contractor shall provide services as specified in the Contract for a period not to exceed three (3) months at the same terms and conditions as during the term of the Contract.

**I. Cancellation of Contract:**

1. If Contractor fails to deliver the goods or perform the work pursuant to the Specifications or breaches any provision of the Contract, FIT may terminate this Contract upon written notice to Contractor. Said notice shall contain the reasons for FIT’s intention to terminate the Contract upon a date specified by FIT and give Contractor a reasonable opportunity to cure. If Contractor fails to cure the failure or breach in a manner satisfactory to FIT within the time provided by FIT, the Contract shall terminate on the date specified by FIT. FIT will thereupon have the right to take over the work of the Contract and to charge Contractor for all expenses incurred relating to the completion of the Contract and liquidated damages, if any, as set forth in the Specifications. If these expenses, including liquidated damages, exceed the amount that would have been due to Contractor, Contractor shall pay FIT the excess. If these expenses, including liquidated damages, are less than the amount that would have been due to Contractor if the Contract had not been canceled, Contractor shall forfeit any claim to the difference.
2. FIT reserves the right to cancel a portion of the work of the Contract and to direct Contractor to continue to perform the remaining work pursuant to the terms of the Contract.
3. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity.

**J. Additional Grounds for Cancellation of Contract:**

1. In addition to the grounds set forth in the preceding paragraph, upon the refusal of a person to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof, or of a public authority; or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, when called before a grand jury, head of a state

department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath; such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling or submitting RFPs to or receiving awards from or entering into any contracts with FIT, for goods, work or services, for a period of five (5) years after such refusal.

2. Any and all contracts made with FIT by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by FIT without incurring any penalty or damages on account of such cancellation or termination but any monies owing by FIT for goods delivered or work done prior to the cancellation or termination shall be paid.

K. **Insolvency:** If Contractor becomes insolvent or its property or business is placed in the hands of a receiver or trustee, FIT will have the right, at its sole election, to treat such occurrence as a breach of the Contract and to terminate the Contract upon five (5) days' written notice to Contractor.

L. **Termination for Convenience:** FIT reserves the right to terminate this Contract for convenience upon thirty (30) days' written notice to Contractor. FIT will pay Contractor on a prorated basis for any goods delivered and accepted or work performed pursuant to the Contract up to the date of termination.

M. **Payment and Release:**

1. Contractor shall provide complete and accurate billing invoices which shall include the purchase order number assigned by FIT. FIT reserves the right to request reasonable additional supporting documentation.
2. FIT will effect prompt payment in accordance with FIT procedures and practices.
3. When partial or progress payments are permitted and subject to FIT's inspection and approval of the work, Contractor may submit requisitions for partial or progress payments for work performed and/or goods furnished as of the date of the requisition, less any amount previously paid to Contractor.
4. Contractor's submission of a requisition for partial or progress payments and FIT's payment thereof shall not release Contractor from any obligation arising under the Contract.
5. Contractor's acceptance of final payment under this Contract shall operate as and be a release of FIT from all claims by and any liability to Contractor for anything done or furnished under the provisions of this Contract.

N. **Indemnity:**

1. To the fullest extent of the law, Contractor shall indemnify and hold harmless FIT, the State University of New York, the Board of Education of the City of New York, and the City and State of New York, their trustees, officers, employees, and agents (the "Indemnified Parties", from any and all claims, damages, liabilities, costs and expenses, including, without limitation, fees and disbursements of counsel incurred by the Indemnified Parties in any action or proceeding between any of the Indemnified Parties and Contractor or between any of the Indemnified Parties and any third party arising out of the delivery or goods or performance of work of this Contract, or by or on account of any act or omission of Contractor, its employees,

subcontractors or agents, during the work of this Contract.

2. This provision shall survive the expiration or termination of the Contract.

**O. Independent Contractor:**

1. Contractor's status shall be that of an independent contractor and not that of an employee or agent of FIT.
2. All persons furnished by Contractor for the work of this Contract shall at all times be deemed employees or agents of Contractor and not employees of FIT, and Contractor shall be solely responsible for their work, conduct, direction and compensation.

**P. Subcontracting:**

1. Subcontracting is not permitted except as provided in the Specifications.
2. Where subcontracting is permitted, Contractor shall not subcontract any portion of the Contract without the prior written consent of FIT.
3. Any subcontract of all or part of this Contract without the express written consent of FIT shall be null and void, and FIT will have the right to cancel the Contract.
4. Contractor's use of subcontractors shall in no way affect Contractor's responsibilities or liabilities under the Contract or its obligation to deliver the goods or complete the work of the Contract in accordance with its terms and conditions.
5. In any subcontracts relating to the work of this Contract, Contractor shall insert appropriate provisions binding subcontractors to applicable terms and conditions of the Contract.

**Q. Recordkeeping:** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (collectively, the "Records"). The Records shall be kept for the balance of the calendar year in which they were made and for six (6) additional years after the completion or cancellation of the Contract. FIT and any other entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

**R. Assignment:**

1. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract, or of its right, title or interest therein without the prior written consent of FIT.
2. Failure to comply with this provision shall be grounds for revocation and annulment of the Contract, and FIT shall be relieved and discharged from any and all liability and obligations growing out of the Contract to Contractor and to any person or corporation to which the Contract has been assigned, transferred, conveyed, sublet or otherwise disposed of.

**S. Period of Limitation:** No action arising from this Contract shall be maintained against FIT unless such action is commenced within one (1) year from the date when the cause of action accrued or one (1) year from the date of termination of the Contract, whichever is earlier.

T. **Nonwaiver:** Waiver by FIT of any breach or right under this Contract shall not operate or be construed as a waiver of any other or subsequent breach or right of this Contract.

U. **Governing Law:**

1. This Contract shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions, except if the federal supremacy clause requires otherwise.
2. Any action arising from this Contract shall be brought in the federal or state courts located in the State of New York and in the County of New York.
3. Contractor 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 Contract.

W. **Entire Agreement:**

1. This Contract constitutes the entire agreement between the parties. No statement, condition, understanding or representation, either oral or written, shall be deemed to exist or to bind the parties or to vary any of the terms and conditions herein.
2. This Contract shall not be changed, modified or altered in any manner except by written agreement between the parties executed in the same manner as this Contract.

X. **Affirmative Action:** New York State Executive Order No. 6, regarding equal employment opportunities, states:

It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration, in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, Executive Order 11246, Section 503 and 4212; Executive Order 13201, it is the responsibility of the State's Department of Civil Service to enforce the State's policy ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of State government.

In keeping with this policy, FIT mandates compliance internally and for all organizations with which it conducts business. Contractor shall include its organization's affirmative action policy and agree that all presentations and materials will be free from racial, religious or sexual bias.

Y. **M/WBE and SDVOB:** FIT encourages Minority and Women Business Enterprise (M/WBE) participation in this project by contractors, sub-contractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprise is available from: Empire State Development Corporation, Minority and Women's Business Development Division at <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE sub-contractors and reaching these goals. SDVOBs can be readily identified on the directory of New York State certified businesses at <https://online.ogs.ny.gov/SDVOB/search>.

Z. **Intentionally Omitted**

**To Be Signed Only Upon Award of Contract**

**RFP #** C1748

**Title:** Interior Architectural Design And  
Related Services for Presidential Housing

**Contract Signature Page**

In witness whereof, the Fashion Institute of Technology and Contractor have executed this Contract:

The amount of this Contract is, as per attached rates \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

**FOR CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name and Title

**Acknowledgement of Person Executing Contract**

State of New York )

County of \_\_\_\_\_) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

before me personally came \_\_\_\_\_

\_\_\_\_\_, to me known, who being by me duly sworn did

depose and say that s/he resides at \_\_\_\_\_;

that s/he is the \_\_\_\_\_ of \_\_\_\_\_,

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

\_\_\_\_\_  
Notary Public

**Fashion Institute of Technology &  
F.I.T. Student Housing Corporation:**

\_\_\_\_\_  
Sherry Brabham, Vice President for Finance and  
Administration

\_\_\_\_\_  
Date

