



Fashion Institute of Technology

Purchasing Department

Request for Proposal

Library Renovation Feasibility Study

Due Date: September 23, 2022

on or before 12:00 PM

RFP# C1552

Purchasingbids@fitnyc.edu

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NOTICE TO BIDDERS

BIDDING SPECIFICATIONS FOR Fashion Institute of Technology Library Renovation Feasibility Study Request for Proposal C1552

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.

All bids must be delivered in a sealed envelope, with **(4)** four hard copies and a USB drive with files in PDF format, and must include all the requested documents (See Attachment 1 – RFP Checklist). The Bids must be received by **September 23, 2022, on or before 12:00 P.M.** Bid results are not official until each package has been fully reviewed.

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

“ATTENTION: Candida Poinsette, Purchasing Agent
PROPOSAL FOR LIBRARY RENOVATION FEASIBILITY STUDY
TO BE OPENED ONLY BY AUTHORIZED OFFICIAL”

FIT Purchasing Department Office is located at:
333 Seventh Avenue, 16th Floor
New York, NY 10001

Telephone:
212-217-3630

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.

Proposal Terms and Conditions

I. Schedule

RFP Release Date: July 26, 2022

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

Mandatory Pre-Bid Site Inspection: August 10, 2022 at 2:00pm

Last Date for Receipt of Written Questions: August 19, 2022 @ 1:00pm

Response to Questions Date: On or before, September 2, 2022

Proposal Due Date: On or before, September 23, 2022 @ 12:00pm

*Presentations/Interviews: On or before November 10, 2022

Commencement of Work: Within 10 days of Signed Contract.

**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 if necessary.*

II. Introduction

About the College:

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 and 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 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. FIT intends to award this contract to one consultant. The successful responsive and responsible bidder (hereinafter “Consultant”) shall be required to enter into a contract with FIT based on the terms and conditions specified herein. The contract will be referred to as the “Contract” hereinafter.

About the FIT Gladys Marcus Library:

The Gladys Marcus Library creates a foundation for lifelong learning by teaching research and critical thinking skills that students carry beyond the classroom into their professional careers. The library cultivates user-centered physical and virtual resources that support and strengthen academic and creative pursuits. The library builds, organizes, and preserves materials that support FIT’s

curriculum, enhance the College's unique collections, and document the College's history. The library investigates, assesses and implements innovative services and programs that measurably facilitate and enrich the learning experience for the FIT community and global researchers. The library's strategic vision and initiatives nurture a vibrant community, facilitate resource discovery, and plan the path for the future as an integral entity within the college and a resource within the global academic community.

The FIT Library occupies a total of 57,000 square feet on the 4th, 5th and 6th floors of the Shirley Goodman Resource Center. 8,000 square feet was recently renovated for the Library's Special Collections and College Archives, and Acquisitions and Metadata Services. 49,000 square feet remains to be renovated. A feasibility study is needed to provide renovation recommendations for the most efficient and functional arrangement for the library's collections and services within the existing library footprint to support the following goals:

- improve patron experience
- provide welcoming future-focused facility enhancements
- increase environmental efficiencies
- enhance staff workflow and productivity
- improve accessibility

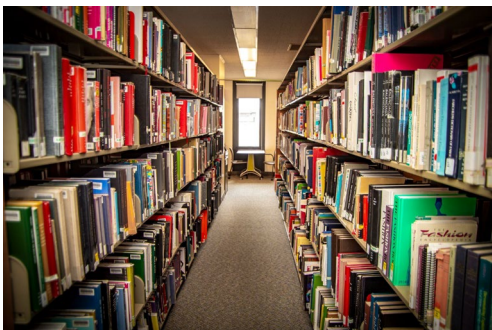
Existing Library Images:



Shirley Goodman Resource Center Exterior



5th Floor Lobby and Access Services Desk



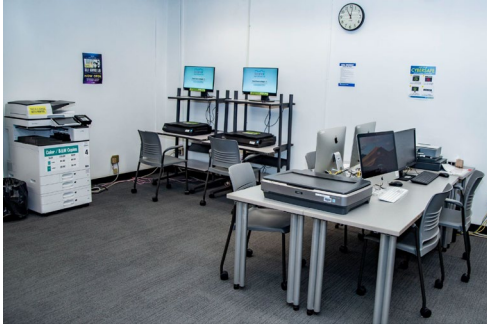
5th Floor Stacks



4th Floor Periodicals Service Desk



6th Floor - Student Work Areas



4th Floor Computer & Scan Stations

4th Floor - Special Collections Storage



5th Floor Central Stair Landing

- A. The intent of this Request for Proposal (“RFP”) is to solicit proposals from qualified firms (“Consultant”) to provide feasibility study services to develop a plan for upgrades and renovations to FIT’s Gladys Marcus Library.
- B. This RFP is for *feasibility study services only*. FIT reserves the right to use other consultants for design and implementation of the proposed project(s).
- C. This RFP is structured with broad guidelines to encourage competition. Consultant is encouraged to submit such evidence of prior completed projects.
- D. Under no circumstances will FIT be liable for any costs incurred by Consultant 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. **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 response.** 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 architectural 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 two (2) years. Bidder shall complete Attachment 5 - Consultant 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.
- E. **Bidder shall attend the mandatory pre-bid site inspection. Failure to comply with this requirement shall be grounds for rejection of bid.**

IV. Scope of Work

- A. This project is for the feasibility study (“Work”) for the renovation of the existing Gladys Marcus Library in the Goodman Resource Center to meet current and future needs. Consultant will work closely with college and library leadership to define and determine design criteria for overall user experience with universal design concepts at the forefront.

The scope of work includes but not is not limited to:

- Survey and documentation of existing building conditions, including code analysis, HVAC and infrastructure
- Library needs assessment
- Space utilization analysis and reports
- ADA and accessibility assessments
- Security for staff, patrons and collections
- Health and safety compliance issues
- Benchmarking / Best Practices
- (3) tours of other recently completed libraries of similar size and scope in the regional area
- Engagement with campus-wide stakeholders as identified by the college
- Preparation of plans, programming, adjacency/blocking/stacking diagrams, room data sheets
- Preparation of order of magnitude cost estimates
- Development of construction phasing plans in order to maintain continuous operation
- Identification of swing space
- Recommended and alternative options
- Proposals for rehabilitation of HVAC systems, utility systems, building structures
- Project management work plan and schedule. The established schedule for this project calls for the study to be completed by June 2023.

Proposed plans shall conform to all applicable codes, regulations, and design standards. Environmental studies may include permit investigations and the completion of permit applications, as required.

Master Plan / Project Background

A Master Plan for FIT was completed in 2015, the outcome of which resulted in a vision and identification of a list of capital projects for the college that aligned with its goals of the college’s strategic plan. Here is the link to the master plan document:

<https://www.fitnyc.edu/life-at-fit/campus/master-plan/2015/index.php>.

The master plan identified the need for a renovation feasibility study for the library to “determine the precise scope and schedule of the renovation, which will require phased renovation to keep the library in continuous operation...The Master Plan considered alternate locations on the campus for the library, but concluded that due to the necessary large floor plate required for the library to function, the best location for the foreseeable future for a library on the FIT campus remains at Goodman...The Master Plan has also proposed that the design of the 5th floor in the New Academic Building be reviewed to include a Library component – an “information commons” – within the context of the student activities previously proposed for the space.” The New Academic Building construction is underway and includes a Library/IT information kiosk in its student commons space.

Project Goals

- Propose recommendations for a design-forward library with highly functional, dynamic, flexible and welcoming spaces that promote curiosity, allow for creativity and collaboration

- Incorporate flexible and responsive spaces for the changing needs of the academic environment
- Emphasize sustainable and universal design elements that are made visible and accessible and can serve as teaching tools
- Improve interior design and space utilization
- Plan for student and faculty expectations for reliable, pervasive technology
- Improve HVAC, lighting, electrical, IT infrastructure, security and safety
- Preserve the recently renovated Special Collections and College Archive (SPARC) and the E619c work area (currently Acquisitions and Metadata Services)
- Provide order of magnitude cost estimates to support funding requests

Analysis

The Consultant should review the master plan, document the current program conditions, define appropriate programmatic elements and consider feasible opportunities to accommodate them within the renovation of the library, adhering to the mission and vision of FIT. This approach should be based on a thorough assessment of the physical challenges of the library, engagement with FIT stakeholders, an understanding of the programmatic and functional needs of the library's programs, and the Library's vision for the future.

The Consultant should be prepared to evaluate and assess the existing and anticipated program needs and develop alternatives that will be evaluated with regard to cost, feasibility, connections to the rest of campus and college's programs. Program goals should include looking at ways to creatively share spaces for maximum accommodation and efficiency.

Space Program

- Provide specialized space for, but not limited to:
 - Quiet study
 - Group study
 - Individual study (also serve as audio/video recording space)
 - Multifunctional events and Makerspace
 - Library instruction
 - Studio spaces to include photography and digitization resources
 - Exhibition spaces
 - Staff areas: flexible and ergonomic with dedicated space for:
 - Meeting rooms
 - Mail and gift processing
 - Digitization activities
 - Break area(s)
 - Storage (Library and exhibition supplies, technology, facility)
 - Service Desk(s)
 - Centralized service desk with proximity to collections and loanable equipment
 - Appointment only service desks (Special Collections and Periodicals)
 - Dispersed self service centers (self-check, printing, etc.)

Existing & Future Collections

- Provide access and store information in a multitude of formats and venues
 - Books - 128,605 physical volumes stored on ~ 2,050' of 8' shelves
 - Reserves/equipment - approximately 1,000 physical items stored in ~ 25' of shelves and cabinets
 - Open and closed stack periodicals including look books stored on ~1200' of 8' shelves and ~115' of shelves
 - DVDs, VHS, U-Matic - 7,726 physical items stored on ~ 32' of 8' shelves
 - Picture files (369 linear feet stored in 14 cabinets)
 - Miscellaneous smaller collections - Auction catalogs, comic books

- Access to Collections
 - Open stacks
 - Closed stacks for special and unique collections
 - Environmental controls for additional SPARC storage spaces

Patrons

- FIT students
- FIT faculty, staff, and administrators
- FIT alumni
- External visitors: visiting scholars, industry researchers, SUNY students/faculty

B. The following specific abilities and disciplines are required:

1. Architect-Planner (Prime Consultant)
2. Accessibility Consultant
3. Civil Engineer
4. Code Consultant
5. Cost Estimator
6. Electrical Engineer
7. Interior Designer
8. IT/AV/Security Consultant
9. Mechanical Engineer (M/P/FP)
10. Sustainable Strategies Planner (LEED AP)
11. Specifications Consultant
12. Structural Engineer

C. Production of Computer-Aided Drawings (CAD) shall be accomplished in the latest versions of AutoCAD or compatible files.

D. Specifications and design analyses shall be prepared using the latest version of Microsoft Word.

E. Consultant shall coordinate its efforts with any other existing campus design projects in progress.

F. Consultant shall report to FIT's Director of Space Planning and Management who will oversee Contract performance and provide initial project description to the Consultant.

G. Consultant shall attend a "kickoff" meeting at the start of the assignment to establish a timetable, detailed deliverables, and scope of services.

H. Quality Control: Consultant shall review the project as it is being performed, until final completion and acceptance by FIT, to assure that the work performed and materials furnished are in accordance with the specifications and drawings. In the event of interpretation of the meaning of the intent of the specifications and drawings become necessary, Consultant shall confer with FIT and the appropriate subconsultants to make the final interpretation, in writing. Consultant will review disputes involving quality of workmanship with FIT and appropriate parties for resolution.

I. Consultant 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.

- J. FIT can request that the Consultant use FIT's preferred on-call MEP/FP engineer.
- K. FIT is in the process of implementing an ongoing signage master plan and the Consultant shall consider this plan and coordinate any signage needs with the college and its signage consultant where applicable to their work.
- L. Consultant shall have knowledge of FIT's Campus Master Plan Volume 1. This can be found online at <https://www.fitnyc.edu/life-at-fit/campus/master-plan/2015/index.php>
- M. Consultant shall provide a monthly report summarizing project status.

V. **Proposal Requirements**

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

1. One (1) electronic version of the proposal in Adobe PDF Format via USB drive and four (4) printed copies of the proposal, including the following:
 - Attachment 2 - Response Cover Sheet
 - Attachment 3 - Lump Sum Fee Proposal
 - Attachment 4 - Hourly Rates
 - Attachment 5 - Consultant Reference Sheet
 - 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>

Bidder shall give pricing for Lump Sum Fee, Technical Specifications and Hourly Rates. Failure to comply shall be grounds for rejection of your bid. All subconsultant pricing must be inclusive of Overhead & Profit.

The Bidder 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 workers comp proof.

Questions shall be submitted in writing to the attention of FIT's Purchasing Office via email to purchasingbids@fitnyc.edu, no later than **August 19, 2022 by 1:00 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 Proposal. 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 omissions, 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 **September 23, 2022, 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.

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 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 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. A list of other educational or other large institutions and libraries where similar projects have been completed. 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 subconsultant 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 with library renovation feasibility studies in a multi-building site with an on-site population of approximately 9,000 persons is preferred.
3. Multidisciplinary capabilities of the firm are required.

D. Project Management 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 an assigned project.
2. Submission shall include the firm's credentials and qualifications reflecting the in-house capabilities and the personnel dedicated to the anticipated campus projects under consideration. See Section IV (B) for listing of specific abilities and disciplines.

VI. Evaluation Criteria and Selection

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

1.	Ability to provide full range of architectural feasibility study services and Firm's credentials and experience.	15%
2.	Professional qualifications of staff proposed to be assigned to the Contract	20%
3.	Client References	20%
4.	Lump Sum Fee Proposal	20%
5.	Hourly Rates	15%
6.	Interview or Oral Presentation (Optional at FIT discretion)	10%

The firm selection 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 Bidder with the highest score on criteria 1 through 5. Bidders 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 6. FIT will award the contract to the responsive and responsible Bidder whose response is 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 Consultant. 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.

VII. Fee Proposal

The Bidder shall indicate a lump sum architectural feasibility study services fee in Attachment 3. Such lump sum fee shall be deemed to include all planning and design services required for the project, including overhead and profit. Payment of fee shall be in accordance with the Contract and fee schedule.

FIT reserves the right to use its On-Call MEP/FP and adjust Lump Sum Fee accordingly. The name of FIT's On-Call MEP/FP is available upon request.

Project Payment:

Project payment will correspond with the completion of tasks and submission of deliverables according to the fee schedule:

Tasks	Percentage of Lump Sum Fee
Task 1 - Workplan and Project Goals	3%
Task 2 - Existing Conditions & Analysis	25%
Task 3 - Revise Workplan and Project Goals	2%
Task 4 - Potential Options	22%
Task 5 - Presentation of Findings & Options	3%
Task 6 - Refinement of Consensus Option	25%
Task 7 - Draft Study Submission	10%
Task 8 - Final Study Submission	10%
TOTAL	100%

VIII. Maximum Hourly Rates for Compensation for Professional Services Rendered

Bidders must provide the direct hourly rates for each technical classification. **Hourly Rate must be filled out on Attachment 4 and submitted with the bid.** Failure shall constitute reason to disqualify your bid.

Should payment for the Professional's Required Services be on a time and hourly rate basis or **should Extra Work on an actual cost basis be required**, the hourly rates for the technical classifications listed must be provided as a not-to-exceed amount:

Technical Classification	Direct Hourly Rate
Architecture	
Principal - Licensed	\$
Contract Manager - Licensed	\$
Senior Project Architect - Licensed	\$
Project Architect - Licensed	\$
Architectural Designer	\$
Intern	\$
Accessibility	
Accessibility Consultant	\$
Civil Engineering	
Civil Engineer - Licensed	\$
Civil Engineer	\$
Code Consulting	
Senior Code Consultant	\$
Junior Code Consultant	\$
Computer-Aided Design and Drafting	
Senior CADD Operator/Drafter	\$
Junior CADD Operator/Drafter	\$
Cost Estimating	
Cost Estimator - Certified	\$
Cost Estimator	\$
Critical Path Method (CPM) Scheduling	
Critical Path Method (CPM) Scheduler	\$
Interior Design	
Interior Designer - Licensed	\$
Interior Designer	\$
IT / AV / Security	
IT / AV / Security Consultant	\$
Mechanical Engineer (MEP/FP)	
Mechanical Engineer - Licensed	\$
Mechanical Engineer	\$
Electrical Engineer - Licensed	\$
Electrical Engineer	\$
Plumbing Engineer - Licensed	\$
Plumbing Engineer	\$
Fire Protection Engineer - Licensed	\$
Fire Protection Engineer	\$
Specifications	
Specifications Consultant – CSI Member	\$
Specifications Consultant	\$
Structural Engineering	
Structural Engineer - Licensed	\$

Structural Engineer	\$
Sustainability	
Sustainable Strategies Planner (LEED AP)	\$

Hourly rate inclusive of any overhead & profit. All rates must be filled in failure to do so shall be grounds to reject your bid.

The rates listed represent the maximum payable under this contract. Actual payment for services shall be based on the actual hourly rate of the employee multiplied by the numbers of the hours worked by the employee performing the service as determined by payroll records or other means acceptable to the Owner.

If applicable based on the required timetable, on the 2nd anniversary date of Contract signing, the Consultant and subconsultants will be allowed a rate increase of no greater than two point five percent (2.5%) to the approved Direct Hourly Rates after year 2 of the contract. This increase shall not apply to the Principal rate. A formal amendment to this Contract is not required provided that the total contract amount does not increase.

The Consultant and subconsultants shall invoice based on the actual cost of salaries or wages paid directly to the technical employees and supportable by payroll records and appropriate audits.

IX. Reimbursable Expenses

Reimbursable Expenses of the Consultant and its subconsultants must be supported by detailed receipts and documentation and are limited to the following items:

1. Fees paid to authorities having jurisdiction over the Work.
2. Reproductions, postage and handling of complete sets of drawings, specifications, and other documents for the interim submissions required for the Owner's design reviews. Costs associated when the Professional engages the services of a printing firm.
3. Cost of renderings or models for the Owner's use.

X. Compensation for Extra Services

Should Extra Services be required, payment for Extra Services shall be on the basis of Negotiated Lump Sum or Actual Cost as determined by the Owner. Actual Cost shall include the following items:

1. Direct salaries of technical employees employed on the Project computed on a time and hourly rate basis using the actual rates of pay of the employees, not to exceed those set forth in Attachment 4. Technical employees shall mean employees trained in areas of technical competence, such as architecture, engineering, drafting, surveying and related specialties, but does not include clerical or administrative support.
2. Specific approved Reimbursable Expenses.

XI. Payment Requisitions

Payment for services may be made monthly in proportion to services performed and approved by the Owner or at the successful completion of a particular phase of the work as determined by the Owner. Payments shall be requisitioned on the Owner's form *Application for Professional Services (Appendix A)* with a completed *Compliance Report*, individual timesheets or a summary report thereof as may be

required by the Owner, and other appropriate supporting documentation. Timesheets and/or payroll registers shall show the names, actual rates of pay, position classifications and hours worked for all personnel performing services during the payment period. Payment requisitions in any other format will not be accepted.

The Professional is required to submit payment requisitions on behalf of its subconsultants to the Owner within thirty (30) days of receiving approvable subconsultant invoices. FIT reserves the right to request additional information at any time.

XII. Deliverables

The selected Consultant must be prepared to enter into a contract and begin work immediately upon selection. Interim reports and other deliverables will be produced at milestones during the study. The Consultant shall provide deliverables, which include, but are not limited to:

Task 1 - Workplan and Project Goals

Development of a workplan to serve as guide for the study and to include the following:

- Provide a task and fee breakdown which identifies the scope and cost of each deliverable, its schedule, and disciplines assigned.
- A report identifying the vision and goals for the project.
- A report which identifies space needs and facility issues.
- A basis for project schedule and timeline to include study, design and construction through occupancy.

Task 2 - Existing Conditions & Analysis

Documentation of all existing information and space needs to include but not limited to the following:

- Programmatic information:
 - The design team will provide an analysis of the existing program to right-sized requirements, and develop a program to account for rightsizing and projected growth. This will involve the preparation of a narrative documenting and justifying program needs and requirements, and a preliminary tabular program of net square feet with net to gross ratio, typical room layout and adjacency diagrams indicating key relationships, trends, methodology and utilization analysis, and technical requirements. The program will be endorsed by FIT and its key stakeholders.
 - Identification of comparable library facilities of similar size and scope that have been recently renovated; scheduling/facilitation of three (3) tours of in the regional area
 - Review of code issues which may affect the program.
- Existing building and site information:
 - An existing conditions report identifying potential issues.
 - Initial construction and operating cost estimates.
 - Preliminary schedule and a list of potential permits required (with timelines) which could possibly affect completion.

Task 3 - Revise Workplan and Project Goals

Compare information gathered against the original goals that were agreed upon at the start of the project. A course correction may be necessary at this stage and some goals revised or modified based on new information. New opportunities may have been uncovered which may fundamentally alter how the project is viewed. Conversely, constraints of budget or physical conditions of the site or building may require re-thinking of original intentions. With this new information, FIT will be in a better position to make the best of existing resources. Submit a revised workplan reflecting the new realities of the project to include:

- Revised program data
- Revised facility data
- Revised budget

- Revised schedule

Task 4 - Potential Options

Development and testing of several physical solutions and program groupings to include:

- Programmatic information:
 - Create a minimum of (3) conceptual options using the recommended program with blocking and stacking diagrams to illustrate optimal adjacencies and interaction opportunities for each alternative.
 - Develop a detailed space program, adjacencies, room data sheets and room layout diagrams.
- Construction scenarios:
 - Pros and cons analysis with respect to program vision and potential impact on overall campus enhancement.
 - Evaluation of options with respect to feasibility, construction cost, operating cost, implementation requirements and achievement of design objectives, and sustainability approach.
- Order-of-magnitude cost estimates/implications for each option.

Task 5 - Presentation of Findings & Options

A presentation led by the Consultant to provide key stakeholders an opportunity to comment on all the options. The outcome of the presentation will be a recommendation of a concept for further development.

Task 6 - Refinement of Consensus Option

Development of a preferred option report and presentation to include the following:

- A full space program consisting of a complete tabular program listing all spaces; a relationship diagram depicting important adjacencies and detailed information about the requirements of each space; finalized room data sheets.
- A pre-schematic level architectural design set including conceptual plans, elevations, building section, architectural room layouts, equipment list and performance requirements, sustainability checklist and outline specifications.
- Detailed cost estimate in Unifomat.
- Implementation plan addressing schedule, detailed review of accessibility compliance, applicable codes and permits.

Task 7 - Draft Study Submission

The draft report is a compilation of the products from Tasks 2-6.

Task 8 - Final Study Submission

The final report (digital and hard copies) will include an executive summary and project narrative and an appendix.

- Study Report
 - Executive Summary
 - Programming
 - Building Analysis
 - Cost
 - Schedule
- Appendix
 - Meeting Notes
 - Project Correspondence
 - Presentations
 - Technical Reports (i.e.; structural / mechanical / electrical)
 - Regulatory Documents and Correspondence
 - Photos of Existing Conditions

When the study is complete, the selected Architect must provide a USB Flash Drive containing all reports, photographs, specifications, drawings and as-built drawings prepared for the project. Drawings shall be in AutoCAD and PDF formats, and if available, in native BIM format, and shall be prepared using the United States National CAD Standards. Reports and specifications shall be in Microsoft Word and PDF.

XIII. Terms

- A. In addition to any other termination or cancellation rights reserved by 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.
- B. 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.
- C. Those 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.

XIV. Restricted Period

The period of time commencing with the earliest written notice, advertisement or release of an RFP or other solicitation from Bidder'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, Bidders 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 Bidder's disqualification from consideration pursuant to this solicitation.

XV. Proposal/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 a Bidder 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 Bidder 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 a Bidder to submit such a letter will constitute a waiver by the Bidder 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 Bidder 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.

XVI. M/WBE and SDVOB

FIT encourages minority and women business enterprise participation in this project by consultants, subconsultants 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 subconsultants and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

XVII. COVID-19 Protocols

COVID-19 protocols are based on NYC/NYS/FIT regulations. Find all of FIT's COVID-19 information and updates at <http://www.fitnyc.edu/covid>.

RFP Terms and Conditions
Fashion Institute of Technology

A. RFP Requirements:

1. Bidder 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 a sealed envelope before the time and at the location stated on the cover page of the RFP.
2. Once submitted, Bidders are not permitted to change or modify RFP Terms and Conditions, Contract Terms and Conditions and Specifications. All Bidders bid on the same terms and conditions.
3. Bidders are responsible to make certain that sealed RFPs are received at the FIT Purchasing Department before the time of the RFP opening.
4. RFPs will be opened publicly.
5. RFPs received after the time of the RFP opening will be returned unopened.

B. Site Inspection:

1. A ***mandatory pre-bid site inspection*** for prospective bidders will be held on ***August 10, 2022 at 2:00 PM*** Please meet at FIT Goodman Hall Lobby, located on the corner of West 27 Street and 7th Ave. **Facemasks are required.**
2. ***Questions*** shall be submitted in writing to the attention of Purchasing Office via email to Purchasingbids@fitnyc.edu no later than ***August 19, 2022 at 1:00PM***. Answers will be provided in writing in a timely manner.

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. Bidder Affirmation: By signing the RFP, Bidder certifies that:

1. Bidder is of lawful age and the only one interested in the RFP or transaction;
2. No person, firm or corporation other than Bidder 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. Bidder 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, Bidder, and each person signing on behalf of Bidder, 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 Bidder 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 Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - c. No attempt has been made or will be made by Bidder to induce any other person, partnership or corporation to submit or not to submit a 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 Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore.

F. Confidentiality: If Bidder 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), Bidder 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 Bidder to submit such a letter with its RFP or proposal identifying trade secrets shall constitute a waiver by Bidder 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. Bidders may withdraw RFPs at any time before the RFP opening.
2. After the RFP opening, Bidders 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 Bidder, Bidder 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. Bidder shall furnish credible evidence that its error was clerical in nature as opposed to an

error in judgment. FIT will determine, upon objective evidence and pursuant to law, whether Bidder 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 Bidder shall be awarded the RFP. Such determination shall be based on FIT's objective determination as to which Bidder / bid is in FIT's best interest.

J. Bidder Responsibility: In determining whether a Bidder 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. Bidder does not provide information or documents required;
 - c. Bidder does not submit the RFP security as required;
 - d. Bidder 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 Bidder 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 Bidder with the highest Evaluation Criteria score 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, Bidder 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 Bidder after the award is made. The successful Bidder 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. Bidder 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. Consultant shall deliver the goods or perform the work of the Contract subject to all relevant federal, state and local laws.
2. Consultant 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 Consultant, its employees, subconsultants 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 Consultant's employees nor the employees of its subconsultants shall be required or permitted to work more than the number of hours or days stated in the Labor Law.
3. Consultant and its subconsultants shall pay at least the prevailing wage rate and pay or provide the prevailing supplements in accordance with the Labor Law.

C. Delivery:

1. Consultant shall not be responsible for delays or failures of performance arising out of causes beyond the reasonable control of Consultant and without the fault or negligence of Consultant including, but not limited to, acts of God or of the public enemy, fires, strikes or freight embargoes. Consultant 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, Consultant 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. Consultant 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 Consultant 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. Consultant waives any right of recovery against FIT and additional insured's for any loss or damage covered by any policy of insurance maintained by Consultant in connection with the work of the Contract. Consultant 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. Consultant's Workers:

1. Consultant shall provide competent workers for the performance of the work of the Contract.
2. If, in FIT's reasonable opinion, any worker employed by Consultant is not competent or otherwise not acceptable, Consultant shall promptly replace such worker.
3. Consultant 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 Consultant, its subconsultants 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 consultants, their subconsultants or agents pursuant to other contracts. Any violation by Consultant of this requirement may be considered as proper and sufficient cause for declaring Consultant to be in default, and for FIT to take action against Consultant as it deems proper, including cancellation of the Contract.

F. Work for Hire:

1. Any copyrightable works created by Consultant 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. Consultant 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, Consultant 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 Consultant 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 Consultant. Said notice shall contain the reasons for FIT’s intention to terminate the Contract upon a date specified by FIT and give Consultant a reasonable opportunity to cure. If Consultant 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 Consultant 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 Consultant, Consultant shall pay FIT the excess. If these expenses, including liquidated damages, are less than the amount that would have been due to Consultant if the Contract had not been canceled, Consultant 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 Consultant 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 Consultant 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 Consultant.

L. Termination for Convenience: FIT reserves the right to terminate this Contract for convenience upon thirty (30) days' written notice to Consultant. FIT will pay Consultant 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. Consultant 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, Consultant 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 Consultant.
4. Consultant's submission of a requisition for partial or progress payments and FIT's payment thereof shall not release Consultant from any obligation arising under the Contract.
5. Consultant'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 Consultant for anything done or furnished under the provisions of this Contract.

N. Indemnity:

1. Consultant 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 Consultant 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 Consultant, its employees, subconsultants or agents, during the work of this Contract.
2. This provision shall survive the expiration or termination of the Contract.

O. Independent Consultant:

1. Consultant's status shall be that of an independent consultant and not that of an employee or

agent of FIT.

2. All persons furnished by Consultant for the work of this Contract shall at all times be deemed employees or agents of Consultant and not employees of FIT, and Consultant shall be solely responsible for their work, conduct, direction and compensation.

P. Subconsultant:

1. Where subconsulting is permitted, Consultant shall not subcontract any portion of the Contract without the prior written consent of FIT.
2. 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.
3. Consultant's use of subconsultants shall in no way affect Consultant'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.
4. In any subcontracts relating to the work of this Contract, Consultant shall insert appropriate provisions binding subconsultants to applicable terms and conditions of the Contract.

Q. Recordkeeping: Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant 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. Consultant 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 consultants, subconsultants 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 subconsultants 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. Data Security for Student Records:

1. **Protection of Confidential Data:** Consultant agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition: Covered data and information (CDI)** includes paper and electronic student education record information supplied by the College, as well as any data provided by College's students to the Consultant, if any.
3. **Acknowledgment of Access to CDI:** Consultant acknowledges that the Contract allows the Consultant access to CDI.

4. **Prohibition on Unauthorized Use or Disclosure of CDI:** Consultant agrees to hold CDI in strict confidence. Consultant shall not use or disclose CDI received from or on behalf of the College (or its students) except as permitted or required by the Contract, as required by law, or as otherwise authorized in writing by the College. Consultant agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Contract, Consultant shall return all CDI to the College, or if return is not feasible, destroy any and all CDI. If the Consultant destroys the information, the Consultant shall provide the College with a certificate confirming the date of destruction of the data.
6. **Remedies:** If the College reasonably determines in good faith that the Consultant has materially breached any of its obligations under this Contract, the College, in its sole discretion, shall have the right to require the Consultant to submit to a plan of monitoring and reporting; provide the College with a fifteen (15) day period to cure the breach; or terminate the Contract immediately if cure is not possible. Before exercising any of these options, the College shall provide written notice to the Consultant describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Consultant improperly disclosed personally identifiable information obtained from the College's education records, the College may not allow the Consultant access to education records for at least five years.
7. **Maintenance of the Security of Electronic Information:** Consultant shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the College or its students. These measures will be extended by contract to all subconsultants used by Consultant.
8. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Consultant shall, within one day of discovery, report to the College any use or disclosure of CDI not authorized by this Contract or in writing by the College. Consultant's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Consultant has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Consultant has taken or shall take to prevent future similar unauthorized use or disclosure. Consultant shall provide such other information, including a written report, as reasonably requested by the College.
9. **Indemnity:** Consultant shall defend and hold the College harmless from all claims, liabilities, damages, or judgments involving a third party, including the College's costs and attorney fees, which arise as a result of Consultant's failure to meet any of its obligations under this Contract.

ATTACHMENT 1 - RFP CHECKLIST

Fashion Institute of Technology Library Renovation Feasibility Study Request for Proposal C1552

☐ Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business for five (5) years, licenses, certifications, etc.)

☐ Did you complete in full the following:

- ☐ Attachment 2 - Response Cover Sheet
- ☐ Attachment 3 - Lump Sum Fee Proposal
- ☐ Attachment 4 - Hourly Rates
- ☐ Attachment 5 - Consultant Reference Sheet

☐ Have you carefully reviewed and accepted the General Requirements, General Bid 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 bidder'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 2 - RESPONSE COVER SHEET

Fashion Institute of Technology Library Renovation Feasibility Study Request for Proposal C1552

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

- ☐ One (1) Digital Copy of the Proposal in Adobe PDF format and four (4) hard copies
- ☐ Attachment 2 - Response Cover Sheet
- ☐ Attachment 3 - Lump Sum Fee Proposal
- ☐ Attachment 4 - Hourly Rates
- ☐ Attachment 5 - Consultant Reference Sheet
- ☐ 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>

Company Contact Information

Name: _____ Title: _____
Phone: _____ Email: _____
Address: _____

Name: _____ Title: _____
Phone: _____ Email: _____
Address: _____

Name: _____ Title: _____
Phone: _____ Email: _____
Address: _____

ATTACHMENT 3 - LUMP SUM FEE PROPOSAL

**Fashion Institute of Technology
Library Renovation Feasibility Study
Request for Proposal C1552**

Submission: The Bidder shall submit this form at the same time as the Response.

Lump Sum Fee: In the space provided below, the Bidder shall indicate a lump sum architectural feasibility study services fee. Such lump sum fee shall be deemed to include all planning and design services required for the project, including overhead and profit. Payment of fee shall be in accordance with the Contract.

Lump Sum Fee	\$
--------------	----

Bidder: _____
(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: _____

ATTACHMENT 4 - HOURLY RATES

Fashion Institute of Technology Library Renovation Feasibility Study Request for Proposal C1552

Fill in the maximum hourly rates for compensation for professional services rendered:

Technical Classification	Direct Hourly Rate
Architecture	
Principal - Licensed	\$
Contract Manager - Licensed	\$
Senior Project Architect - Licensed	\$
Project Architect - Licensed	\$
Architectural Designer	\$
Intern	\$
Accessibility	
Accessibility Consultant	\$
Civil Engineering	
Civil Engineer - Licensed	\$
Civil Engineer	\$
Code Consulting	
Senior Code Consultant	\$
Junior Code Consultant	\$
Computer-Aided Design and Drafting	
Senior CADD Operator/Drafter	\$
Junior CADD Operator/Drafter	\$
Cost Estimating	
Cost Estimator - Certified	\$
Cost Estimator	\$
Critical Path Method (CPM) Scheduling	
Critical Path Method (CPM) Scheduler	\$
Interior Design	
Interior Designer - Licensed	\$
Interior Designer	\$
IT / AV / Security	
IT / AV / Security Consultant	\$
Mechanical Engineer (MEP/FP)	
Mechanical Engineer - Licensed	\$
Mechanical Engineer	\$
Electrical Engineer - Licensed	\$
Electrical Engineer	\$
Plumbing Engineer - Licensed	\$
Plumbing Engineer	\$

Fire Protection Engineer - Licensed	\$
Fire Protection Engineer	\$
Specifications	
Specifications Consultant – CSI Member	\$
Specifications Consultant	\$
Structural Engineering	
Structural Engineer - Licensed	\$
Structural Engineer	\$
Sustainability	
Sustainable Strategies Planner (LEED AP)	\$

All prices inclusive of overhead & profit. All classifications must be filled in. Failure shall be grounds to disqualify your bid.

Name of Firm (Bidder)

Name of Authorized Bidder Representative

Title

Signature

Date

Important. Attachments 3 & 4 are the pricing format acceptable. FIT will not accept proposal responses on any other form.

Note: 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.

ATTACHMENT 5 - CONSULTANT REFERENCE SHEET

Fashion Institute of Technology Library Renovation Feasibility Study Request for Proposal C1552

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 ____

FIT

Interviewer: _____ Signature: _____ Date: _____

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 ___

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: _____

Appendix A - Application for Professional Services Payment

**Fashion Institute of Technology
Library Renovation Feasibility Study
Request for Proposal C1552**

Date: _____ Estimated Cost of Project: _____

Project # _____ Consultant %: _____

Project Name: _____

Tasks	Percentage of Lump Sum Fee	Established \$ Payment	Completion Date	Amount Paid
Task 1 - Workplan and Project Goals	3%			
Task 2 - Existing Conditions & Analysis	25%			
Task 3 - Revise Workplan and Project Goals	2%			
Task 4 - Potential Options	22%			
Task 5 - Presentation of Findings & Options	3%			
Task 6 - Refinement of Consensus Option	25%			
Task 7 - Draft Study Submission	10%			
Task 8 - Final Study Submission	10%			
TOTAL \$	100%			

PTD \$ _____

Approvers

Consultant _____
Print Name

Signature

Date _____

FIT _____
Print Name

Signature

Date _____

Invoices with appropriate back-up to be attached. This includes: Consultant invoice, subconsultant invoice, expenses and reimbursables. Cost must be billed to the appropriate line items.

To Be Signed Only Upon Award of Contract

RFP # C1552

Title: Library Renovation Feasibility Study

Contract Signature Page

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

The amount of this Contract is, as per attached rates _____

_____ Dollars (\$ _____)

FOR CONSULTANT:

Signature

Company Name

Print Name and Title

Acknowledgement of Person Executing Contract

State of New York)

County of _____) SS:

On this _____ day of _____, 2022,

before me personally came _____

_____, to me known, who being by me duly sworn did
depose and say that s/he resides at _____;

that s/he is the _____ of _____,

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

Notary Public

Fashion Institute of Technology:

Sherry Brabham, Vice President for Finance and
Administration