

Request for Proposal
Notice to Firms
Fashion Institute of Technology
As-Needed Lighting Designer Services
RFP# C1613

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by:

FIT Purchasing Department Office located at 333 Seventh Avenue, 16th Floor, New York, NY 10001-5992 (Tel: 212-217-3630)

Each proposal must include five (5) complete hard copies of your Proposal and a digital copy on a flash drive and identified, on the outside of the envelope, with the name and address of the firm and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

“Proposal For
As-Needed Lighting Designer Services
To Be Opened Only by Authorized Official" And
"Attention: Sam Li, Purchasing Office"

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

Only those proposals received at FIT Purchasing Office on or before 12:00 PM on February 23, 2024 will be considered.

Section One -- Proposal Terms and Conditions

I. Schedule

RFP Release Date: January 26, 2024

Mandatory Pre-Bid Site Inspections February 2, 2024 at 11:00 AM

Last Day for Receipt of Written Questions On or before February 9, 2024 at 3:00 PM

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

Response to Questions: Reasonable time

Proposal Due Date: On or before February 23, 2024 at 12:00 PM

Commencement of Work: Within 5 days of signed Contract

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

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

II. Introduction

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT's facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the College and its students. The campus also includes the Gladys Marcus Library, The Museum at FIT, the Morris W. and Fannie B. Haft Theater (700 seats), the John E. Reeves Great Hall (max capacity: 500), the Katie Murphy Amphitheater (270 seats), and the David Dubinsky Student Center (max capacity: 250). For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, "FIT" or the "College"). The successful responsive and responsible bidder (hereinafter "Contractor") shall be required to enter into a contract with FIT based on the terms and conditions specified herein.

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

III. Scope of Services

FIT seeks to engage the services of an experienced and highly creative lighting designer ("Firm"). The ideal Firm will have a proven record of innovation in lighting design within academic environment. Firm will work closely with FIT personnel and be charged with lighting exhibitions, conferences, business meetings, symposiums, fashion shows, graduations, receptions, trade shows, performances and other events, on FIT property including the soon to be completed New Academic Building. In addition, the Firm provides input and coordinates with FIT's Office of Event Management and Facilities Rental, internal and external clients, vendors, and contractors. In general, the services will be performed on an as needed basis and for special events only. Firm must have extensive knowledge of lighting design and various lighting equipment, light boards, fixtures, strong knowledge of production management and New York City fire and safety codes. Knowledge of facility renovations is a plus.

The Contract shall be a requirements contract. Contractor cannot expect any minimum or base amount of earnings per year. FIT makes not guarantee of the amount of Work that may be required under this Contract.

IV. The Assignment

FIT requires Firm to have a minimum of ten (10) years of experience creating and installing lighting designs, and installing lighting equipment. Firm will have at least ten (10) years of experience designing fashion shows, trade shows, business meetings, performances, receptions, graduations and specifically within a university or academic institution, such as FIT. Submit proof with bid.

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

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

Firm must be onsite before, during and after events and be available to attend pre & post production meetings. Firm must also be flexible and have the ability to be available on short notice.

- A. Firm must provide references from prior clients, preferably with higher education clients, [non-profit, and/or cultural institution clients].

- B. Firm must be available to review their proposed solution in an interview with FIT decision makers if necessary.
- C. This Request for Proposal ("RFP") is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.
- D. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any work performed prior to the College's written authorization to proceed on Contract.
- E. Bid Security, Performance and Payment Bond are NOT required for this RFP.

V. Firm Requirements

- A. All Firms shall meet the following requirements and furnish all necessary information with the Proposal. Submit one (1) complete original and four (4) complete hard copies of the Proposal. Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Firms have or assert proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of Proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion otherwise, the College reserves such right to use the submissions in any way.

Proposals shall be submitted on or before February 23, 2024 at 12:00PM to:

**Sam Li
Fashion Institute of Technology
Purchasing Office
333 Seventh Avenue, 15th Floor
New York, NY 10001**

- B. A **mandatory** pre-bid site inspection for prospective bidders will be held on, **February 2, 2024 at 11:00 AM** at the Feldman Center Lobby, located at 227 W 27th Street between 7th and 8th Ave.
- C. Questions shall be submitted in writing to the attention of Purchasing Office via email Purchasingbids@fitnyc.edu no later than, **February 9, 2024 at 3:00PM**. Answers shall be provided in the form of an Addendum and be posted on the FIT purchasing department website.
- D. Firm shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.

Proposals shall include, but are not limited to:

- a. A list of other clients, for whom Firm has provided similar services, with special reference to include detailed information for a minimum of three (3) references providing project description, project budget, contact person, title and phone number.
- b. Exceptions to any terms and conditions.
- c. Qualifications of the team assigned to this project, including a breakdown of the staff, job titles, and brief bios.
- d. Examples of previous work, with preference for projects in higher education, non-profit, or cultural institutions.
- e. Cost/Fee Proposal of Services. A cost estimate for all aspects of production including a forecast of out-of-pocket expenses.

VI. Proposal Requirements

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

- i. Describe how your firm will accommodate state and federal laws relating to Affirmative Action and Equal Opportunity Employment.
 - j. Provide an explanation of the fees you intend to charge.
2. Proposal Package
Envelopes should clearly be marked and sealed:

**As-Needed Lighting Designer Services
Request for Proposal No. C1613
Due on or before, February 23, 2024 at 12:00 p.m.**

- a. At no time shall the Firm, its agents, representatives or contracted personnel contact or otherwise communicate with FIT personnel without prior arrangement with the FIT Purchasing Office, for the purposes of negotiating, modifying, changing, or interpreting the Proposal or specifications.
- b. All *questions* shall be submitted in writing to the attention of the FIT Purchasing Office via e-mail to purchasingbids@fitnyc.edu by, **February 9, 2024, no later than 3:00 PM**. Answers shall be provided in the form of an Addendum and be posted on the FIT purchasing department website.
- c. If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Firms receiving this RFP.
- d. All Proposals submitted in response to this RFP will become the property of FIT and a matter of public record. The Firm must identify, in writing, all copyrighted materials, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any Firm claiming such an exemption must also state in its Proposal that the Firm agrees to hold harmless, indemnify and defend FIT and its agents, officials and employees in any action or claim brought against FIT for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request thereof. Any Firm failing to include such a statement shall be deemed to have waived its right to exemption from disclosure.
- e. Firm shall include, with the Proposal, a listing of senior staff, with their names and titles, qualifications, experience and a brief biography, and indicate the engagement-in-charge partners(s) to be used if Firm is awarded this contract. Proposal shall also include the qualifications and experience of any other professional agency or freelance staff that would be assigned to the account.
- f. Firm shall include, with the Proposal, detailed information regarding Firm's qualifications providing the services outlined in the scope of services section to which they are responding. This information shall include:
 - i. Samples of work that reflect the ability of the firm to fulfill the needs as stated in the RFP.

- ii. A list of all clients grouped by size of account such as large, medium, and small, based on billing ranges.
 - iii. List with the name, address, telephone, email, and contact person for no fewer than three current clients.
- g. Documents evidencing financial viability, including income and expenditure statements and balance sheets for the past two (2) fiscal years. Audited financial statements for the past two (2) fiscal years are required. If audited statements are not available, provide copies of Firm's two most recent tax returns or financial statements prepared by an independent certified public accountant.
- h. List of any recognized industry awards received by your firm
- i. Firm shall include a fee proposal (Exhibit A - Proposal Analysis Sheet) for the work outlined in this RFP.
- j. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes when proposing prices for goods or services (as defined below).
- k. Proposals must be signed. Proposals must be completed in Firm's legal name, and must be signed by a person authorized to do so.
- l. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.
- m. FIT reserves the right to award a contract on the basis of Firm's submitted proposal without further discussion.
- n. By signing and submitting your Proposal, Firm affirms that it has read this RFP, accepts its terms and is able and willing to sign the contract if Firm's proposal is accepted, subject only to any changes negotiated and agreed upon by both parties. The issuance of a letter of intent to award or similar document does not require or commit FIT to enter into a contract until all terms and conditions are negotiated and acceptable to FIT. In the event of any inconsistencies between the Proposal and the RFP, the language of the RFP will prevail unless there is a written agreement to accept the Proposal's terms.
- o. Bid Security, Performance and Payment Bonds are NOT required for this Contract.

VII. Evaluation Criteria

An FIT committee will evaluate proposals in accordance with the terms and conditions set forth in Section Two. A committee will use the following criteria to evaluate the proposals, which meet the requirements of these specifications:

1. Range of Business Services and Qualifications	30%
2. Similar Experience and References	30%
3. Cost	10%
4. Staff Experience	20%
5. Interview or Oral Presentation	10%

FIT reserves the right to award the Contract to the Firm(s) with the highest scores on criteria one (1) through four (4) or to request presentation(s) from/to interview the Firms with the highest scores on criteria one (1) through four (4). In the latter case, FIT will award the Contract to the Firm(s) with the highest score on criteria one (1) through five (5).

VIII. Contractor's Responsibilities

The Firm is required to work closely with FIT event professionals and FIT staff, faculty, students, administrators, as well as, support departments such as Building & Grounds, Media Services, Security and Caterers. The Firm must be both an independent creator and one who can easily accommodate deadlines, attend production meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all participants, demonstrate a professional demeanor at all times, and assist with issues is essential.

The Firm must have a flexible schedule and come to FIT on short notice and be highly adaptable to changing plans and work schedules.

VIX. Terms

- A. The term of the contract shall be for (1) one year commencing upon award of contract.
- B. FIT shall have the option to renew Contract in its best interest for as many as five (5) additional one (1) year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to the Firm a minimum of ninety (90) days prior to the expiration date of Contract for such renewal year. Failure to notify Firm within this time period shall not operate as a waiver of FIT's right to renew Contract. Firm shall have ten days from receipt of such notice to submit a signed renewal to FIT.
- C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the Contract.

Section Two -- RFP General Terms and Conditions

A. **Proposal Requirements:**

1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Firms are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or Proposal Analysis Sheet. All Firms propose on the same terms and conditions.
2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Firms are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals will be opened publicly.
5. Proposals received after the time of the proposal opening will be returned unopened.

B. **No Oral Statements:**

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

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

C. **Firm Affirmation:**

By signing the proposal, Firm certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and

2. Firm is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

D. **Non-Collusive Proposal Certification:**

1. By submission of its proposal, Firm, and each person signing on behalf of Firm certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - a. The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Firm or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Firm and will not knowingly be disclosed by Firm prior to opening, directly or indirectly, to any other Firm or to any competitor; and
 - c. No attempt has been made or will be made by Firm to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition
2. A proposal shall not be considered for award nor shall any award be made where (l)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Firm cannot make the foregoing certification, Firm shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

E. **Confidentiality:**

1. If Firm believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Firm shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Firm to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Firm of any rights it may have under FOIL.
2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Firms in connection with the RFP

(particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Firm in strictest confidence and used only for the purpose of the RFP.

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

F. **Prices:**

1. This is a requirements contract. FIT makes no guarantee of the amount of work that may be required under this Contract.
2. Proposal prices shall be held firm for ninety (90) days from the proposal due date.
3. This Request for Proposal (“RFP”) is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.
4. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any work performed prior to the College’s written authorization to proceed on Contract.
5. Bid Security, performance and payment Bond are NOT required for this RFP.

G. **No Sales Tax:**

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

H. **Proposal Withdrawal:**

1. Firms may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, Firms may withdraw proposals only after the expiration of ninety (90) days and before any actual award.

3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a Firm may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Firm shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether Firm shall be permitted to withdraw its proposal.

I. **Tie Proposals:**

Tie proposals will be awarded in FIT's absolute discretion based on its determination of FIT's best interest.

J. **Firm's Responsibility:**

1. In determining whether a Firm is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.
2. The Firm is required to work closely with FIT event professionals and FIT staff, faculty, students, administrators, as well as, support departments such as Building & Grounds, Media Services, Security and Caterers. The Firm must be both an independent creator and one who can easily accommodate deadlines, attend production meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all participants, demonstrate a professional demeanor at all times, and assist with issues is essential.
3. The Firm must demonstrate the ability to follow directives, work collegially with all exhibition participants, demonstrate a professional demeanor at all times, and assist with all exhibition graphics issues is essential.
4. Firm personnel (including contracted personnel) must report daily to the FIT Security area in the Lobby of Building "C" before entering FIT's site. All Firm personnel must obtain temporary FIT identification that Firm's personnel must display at all times while on the FIT site. While on FIT property, all Firm's personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Firm's personnel shall not fraternize with FIT students or employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Firm personnel violating such policies, in addition to any other rights and remedies.

K. **Proposal Rejection:**

1. FIT may reject a proposal if:
 - a. The proposal is not responsive to the requirements of the Request for Proposals;
 - b. Firm does not provide information or documents required;
 - c. Firm does not submit the proposal security as required (if applicable);
 - d. Firm misstates or conceals any material fact in the proposal;
 - e. The proposal is conditional;
 - f. The proposal prices are not in ink;
 - g. The proposal contains prices that are unbalanced;and/or
 - h. FIT determines that Firm is not responsible in accordance with law and FIT regulations.
2. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT to do so.

L. **Award of Contract:**

1. Subject to the provisions Paragraph K immediately above, the Award shall be made to the Firm with the highest score of Evaluation Criteria.
2. FIT reserves the right to waive technicalities in a proposal.
3. By submission of its Proposal, Firm represents that it is willing and able to enter into an agreement with FIT upon the terms and conditions substantially in conformance with those contained in the Contract attached to this RFP ("Exhibit B") ("the Contract"). FIT reserves the right to make revisions to the Contract prior to execution.
4. The Contract shall be signed by the successful Firm after the award is made. The successful Firm shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Firm fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executed only to the extent funds are available.

M. **Governing Law:**

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.
2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.
3. Firm consents to the exercise by the courts of the State of New York of personal jurisdiction over it concerning any matter arising out of or in connection with this RFP.

N. **Copyright**

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

“Exhibit A”

Proposal Analysis Sheet TITLE: As-Needed Lighting Designer Services RFP No. C1631

Labor wage rates shall be binding for the entire contract term. Labor costs to be billed at the following rates based on the time laborer arrives at and departs from FIT job site. NO TRAVEL TIME.

1. Labor Rates for Monday to Friday, 8:00 AM TO 4:00 PM \$ _____/hr.
2. Labor Rates for Monday to Friday, 4:00 PM TO 8:00 AM \$ _____/hr.
3. Labor Rates for Saturday, Sunday and Holidays \$ _____/hr.
4. Material Costs percent mark-up \$ _____/hr.
(Bidder must enter 0 if there is no mark-up)
Percent mark-up shall not exceed 15%

Firm: _____
(Print or Type Company/Partnership/Individual Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Representative)

Title: _____
(Print or Type Title of Representative)

Address: _____

Telephone: _____

Federal ID #: _____

E-mail: _____

Date: _____

IMPORTANT:

This proposal analysis sheet is the only pricing format acceptable. Firms must submit pricing using this form. FIT will not accept proposal responses on any other form.

NOTE:

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

"Exhibit B"

Contract

THIS CONTRACT (the "Agreement") is made and entered into as of the ____ day of _____ by _____ and between the Fashion Institute of Technology (hereinafter "FIT") and (hereinafter "Firm").

WHEREAS, it is the desire of FIT to retain the services of an experienced and highly creative lighting designer Firm to work closely with FIT personnel and be charged with lighting exhibitions, conferences, business meetings, symposiums, fashion shows, graduations, receptions, trade shows, performances and other events. In addition, the Firm provides input and coordinates with FIT's Office of Event Management and Facilities Rental, internal and external clients, vendors, and contractors;

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

1 . Term:

The effective date of this Agreement shall be **TBD** upon award of project. The Agreement may, however, be terminated at any time by either party giving thirty (30) days' notice in writing to the other party. Further, notwithstanding the option to terminate upon thirty days' notice, the contractor is obligated to timely complete each specific project that is then in progress.

2. Services by Firm:

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

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

3. Scope of Services

Firm will work closely with FIT personnel and be charged with lighting exhibitions, conferences, business meetings, symposiums, fashion shows, graduations, receptions, trade shows, performances and other events. In addition, the Firm provides input and coordinates with FIT's Office of Event Management and Facilities Rental, internal and external clients,

vendors, and contractors. In general, the services will be performed on an as needed basis and for special events only. Firm must have extensive knowledge of lighting design and various lighting equipment, light boards, fixtures, strong knowledge of production management and New York City fire and safety codes.

A. General Conditions:

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

4. Indemnification

The Firm shall indemnify FIT and its respective affiliates, officers, trustees and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses,

including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any claim, action, suit or brought by any person, agency, entity or organization arising out of any negligent or other wrongful act or omission by the Firm, its contractors, or subcontractors, or otherwise arising out of the services rendered under this Agreement.

5. Confidentiality

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

6. Arbitration

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

7. Entire Agreement

This Agreement, which shall include the General Terms and conditions contained in the RFP, as incorporated herein by reference, is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

8. Effect of Waivers

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

9. Governing Law

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

10. Non-Assignability

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

11. Severability

If any provision of this Agreement is held invalid or unenforceable by any tribunal or court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. Execution

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

13. Third-Party Agreements

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

CONTRACT SIGNATURE PAGE
TO BE SIGNED ONLY UPON AWARD OF CONTRACT

Title: RFP C1613 – As-Needed Lighting Designer Services

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

- | | |
|---|--------------|
| 1. Labor Rates for Monday to Friday, 8:00 AM TO 4:00 PM | \$ _____/hr. |
| 2. Labor Rates for Monday to Friday, 4:00 PM TO 8:00 AM | \$ _____/hr. |
| 3. Labor Rates for Saturday, Sunday and Holidays | \$ _____/hr. |
| 4. Material Costs percent mark-up
(Bidder must enter 0 if there is no mark-up)
Percent mark-up shall not exceed 15% | \$ _____/hr. |

For Firm:

Signature

Print Name and Title

Acknowledgement of Person Executing for Firm

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 is the

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

Notary Public

Fashion Institute of Technology:

Sherry F. Brabham, VP of Finance and Administration

Date

THE FASHION INSTITUTE OF TECHNOLOGY

TERMS AND CONDITIONS

A. PERFORMANCE:

1. Firm shall deliver the goods or perform the work of the contract as described in the RFP and Proposal (as defined in Section S below) subject to all relevant federal, state and local laws.
2. Firm 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 Firm, its employees, subcontractors and agents are on the FIT campus, they shall be subject to applicable FIT workplace and safety rules and regulations of which Firm has been apprised in writing and shall otherwise comply with all policies that govern the general conduct of employees, students, and visitors on campus.

B. 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 (note, Section V (C) in RFP), subject to the following:
 - a. Any change in work shall be made in writing by FIT and Firm, and the contract price shall be adjusted accordingly.
 - b. Increases or decreases in the contract price required by a change in work shall be determined and agreed to by the parties in writing:
 - i. By applying the applicable unit prices established by the contract or
 - ii. By estimating the fair and reasonable cost of the change in work.

C. INSURANCE REQUIREMENTS:

1. Before commencing work on the FIT campus, Firm shall procure at its own expense all of the insurance required under this section and shall maintain such insurance until the work of the Firm is completed or as specified.
2. Required insurance shall be procured from companies licensed or authorized to do business in the State of New York.
3. Firm 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.

Evidence of completed operations coverage shall be provided until at least completion of the work described in this contract.

Commercial General Liability coverage shall include damages resulting from Bodily Injury, Property Damage and Contractual Liability for insured contracts. 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 covered as Additional Insured's for Commercial General Liability coverage pursuant to Firm's acts or omissions in performance of services under this agreement.

5. Each insurance policy required by this section shall state that coverage shall not be suspended, voided or canceled, nor shall coverage be materially reduced in coverage or in limits below those required herein except after at least thirty (30) days' prior written notice has been given to the first Named Insured. In turn, Firm shall provide notice to FIT pursuant to same.
6. This contract shall be void and of no force and effect unless Firm 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. Firm waives any right of recovery against FIT and additional insured's for any loss or damage covered by any policy of insurance maintained by Firm in connection with the work of the contract. Firm 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.

D. FIRM'S WORKERS:

1. Firm shall provide competent workers for the performance of the work of the contract.
2. If, in FIT's reasonable opinion and upon written notice from FIT, any worker employed by Firm is not competent or otherwise not acceptable (for legally permitted reasons), Firm shall promptly replace such worker.

E. WORK FOR HIRE:

1. Except for any Firm Materials contained therein, any reports, PowerPoints, or other copyrightable works created by Firm for delivery to FIT during the work of this contract shall be deemed “work for hire”, and FIT will hold all rights, titles and interests in this work for hire upon full payment to Firm under this contract. For purposes of these terms (i) “Materials” means works of authorship, materials, information and other intellectual property; (ii) “Firm Materials” means all Materials created prior to or independently of the performance of the work hereunder or created by Firm or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. Firm grants to FIT the right to use any Firm Materials included in such work for hire in connection with its use of such work for hire.
2. Firm shall agree to give FIT all assistance reasonably required and requested by FIT in writing to protect any right, title or interest in such work for hire thus created.

F. WARRANTIES:

1. Firm warrants that it will perform the Services in a professional and workmanlike manner in accordance with industry standards. Firm disclaims all other warranties, express or implied, including implied warranties of merchantability or fitness for a particular purpose.

G. FIRM’S GUARANTEE:

1. Firm shall guarantee all Services provided to FIT as to such workmanship pursuant to the foregoing warranty in Section F and shall repair or replace without cost to FIT any Services that do not comply with such warranty under Section F above identified in writing by FIT within thirty (30) days from date of FIT’s receipt of Firm’s final report from such services.
2. If Firm fails to repair or replace services pursuant to the foregoing within thirty (30) days from the date of notice, FIT reserves all right to remedy under this contract or at law.
3. Firm shall not be responsible for defects caused by FIT’s improper or negligent use provided that Firm has previously instructed FIT in the proper use of the Services.

H. CANCELLATION OF CONTRACT:

If Firm fails to deliver the goods or perform the work pursuant to the Services as listed in the RFP or breaches any provision of the contract, FIT may terminate this contract upon written notice to Firm. Said notice shall contain the reasons for FIT’s intention to terminate the contract upon a date specified by FIT and give Firm a reasonable opportunity to cure (not less than ten (10) business days).

If Firm fails to cure the failure or breach 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 pursue any remedy it may have under this contract or at law.

The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity.

I. ADDITIONAL GROUNDS FOR CANCELLATION OF CONTRACT:

1. In addition to the grounds set forth in the preceding Section, upon the refusal of a person to testify in an investigation concerning any transaction or contract they 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 bids 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.

J. INSOLVENCY:

If Firm 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 Firm.

K. TERMINATION FOR CONVENIENCE:

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

L. PAYMENT AND RELEASE:

1. Firm 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, making payment within thirty (30) days of receipt of invoice.

M. INDEMNITY:

1. Firm 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, reasonable fees and disbursements of counsel incurred by the Indemnified Parties in any action or proceeding brought against any of the Indemnified Parties by any third party solely for bodily injury (including death) or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of Firm, its employees or subcontractors while engaged in the delivery of goods or performance of work of this contract, or by the negligent act or omission of Firm, its employees, or subcontractors while on FIT premises during the work of this contract.
2. This provision shall survive the expiration or termination of the contract.

N. INDEPENDENT CONTRACTOR:

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

O. SUBCONTRACTING:

1. Subcontracting is not permitted except as provided in the RFP.

P. ASSIGNMENT:

1. Firm and FIT 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 the other.
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 Firm and to any person or corporation to which the contract has been assigned, transferred, conveyed, sublet or otherwise disposed of.

Q. GOVERNING LAW AND LIMITATION OF LIABILITY:

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. Firm consents to the exercise by the courts of the State of New York of personal jurisdiction over it concerning any matter arising out of or in connection with this contract.
4. Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the other for any claims, liabilities, or expenses relating to this engagement (“Claims”) for an aggregate amount in excess of (i) in the case of Firm, the fees paid by FIT to Firm pursuant to this contract, or (ii) in the case of FIT, the fees paid and payable by FIT to Firm pursuant to this contract, except to the extent resulting from negligence, recklessness, bad faith or intentional misconduct. Except as otherwise provided in Section U, herein below, in no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this contract.

R. ENTIRE AGREEMENT:

1. These Terms and Conditions shall be incorporated into the contract that shall be developed by FIT with the successful Firm upon award. Further, these Terms and Conditions relate to the subject matter hereof; provided however that it is meant to be read in conjunction and consistently with RFP: #C1531 (the “RFP”) (which is attached hereto as “Attachment #1”). RFP C1531 is to engage the services of a lighting designer. In the event of a conflict among these Terms and Conditions and the RFP the order of precedence shall be as thus listed. 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. The lighting designer will be charged with developing and designing a dynamic lighting design that enhances historical fashions. The lighting designer will also provide input to and coordinate with the exhibition designer.
3. These Terms and Conditions, and the to-be developed contract, shall not be changed, modified or altered in any manner except by written agreement between the parties.
4. If any one or more of the provisions contained in these Terms and Conditions is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

5. The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of these Terms and Conditions.
6. These Terms and Conditions may be executed in multiple counterparts, any of which may be a facsimile or “pdf”, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

S. AFFIRMATIVE ACTION:

1. 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. Firm shall include its organization’s affirmative action policy and agree that all presentations and materials will be free from racial, religious or sexual bias.

T. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:

1. FIT encourages the submission of bids or proposals by certified minority and women-owned business enterprises.

U. PROTECTION OF CONFIDENTIAL DATA:

1. Firm 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, that it receives or accesses any such records in performing the services hereunder. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from FIT may use the information, but only for the purposes for which the disclosure was made.

2. Definition: Covered data and information (CDI) means paper and electronic student education record information supplied by FIT, as well as any personally identifiable information provided by FIT’s students to the Firm, if any.

3. Acknowledgment of Access to CDI: Firm does not intend to, nor require, access to CDI. However, Firm acknowledges that, by virtue of its performance of services on FIT’s premises, such may allow the Firm access to CDI.

Prohibition on Unauthorized Use or Disclosure of CDI: Firm agrees to hold CDI in confidence. Firm shall not use or disclose CDI received from or on behalf of FIT (or its students) except as permitted or required by the contract, as required by law, or as otherwise authorized in writing by FIT. Firm agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

4. Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of the contract, Firm shall return all CDI to FIT, or if return is not feasible, destroy any and all CDI. If the Firm destroys the information, the Firm shall provide FIT with a certificate confirming the date of destruction of the data.

5. Remedies: Any provision found elsewhere in this contract to the contrary notwithstanding, if the Firm has materially breached any of its obligations under this Section U of this contract, FIT, in its sole discretion, shall have the right to require the Firm to submit to a plan of monitoring and reporting; provide FIT 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, FIT shall provide written notice to the Firm 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 Firm improperly disclosed personally identifiable information obtained from FIT's education records, FIT may not allow the Firm access to its education records for at least five years.

6. Maintenance of the Security of Electronic Information: Firm 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 FIT or its students. These measures will be extended by contract to all subcontractors used by Firm.

7. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information and Remedies: Firm shall, immediately upon discovery, report to FIT any use or disclosure of CDI not authorized by this contract or in writing by FIT. Firm's report shall identify, to the extent known using reasonable diligence (as applicable): (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 Firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Firm has taken or shall take to prevent future similar unauthorized use or disclosure. Firm shall provide such other information, including a written report, as reasonably requested by FIT. If FIT is required by applicable law to provide notice to any individual or government agency as a result of a Security Breach attributable to Firm's breach of the confidentiality terms of this Section pertaining to CDI, Firm shall reimburse FIT for its reasonable, out-of-pocket costs in notifying any such affected individual and/or government agency. A "Security Breach" is an unauthorized access to, or unauthorized use or disclosure of, computerized CDI under the control of Firm that adversely affects the security, confidentiality or integrity of such CDI. In addition, any damages that FIT may incur as a result of such Security Breach shall not be subject to any limitation of liability set forth in Section Q(4) of this contract.