

FASHION INSTITUTE OF TECHNOLOGY

REQUEST FOR PROPOSAL (RFP)

MUSEUM GRAPHICS PRINTING & INSTALLATION SERVICES RFP# C1704

SCHEDULE

RFP Release Date	July 24, 2025
Pre-Site Inspection (<i>Mandatory</i>)	July 31, 2025 at 10:00am
Last day for receipt of written questions	August 8, 2025 at 12:00pm
Proposal Due Date	August 25, 2025 at 12:00pm
Commencement of Work	October 2025

The Terms as contained in Section V of this RFP together with the Terms and Conditions attached hereto shall be incorporated into a final agreement (the “Contract”) that shall be delivered by FIT to the successful graphics fabricator upon award. FIT reserves the right to award this contract to one or two qualified firms at its discretion. A firm may apply to be considered for one, or both of the Categories of Work. (See Contractors responsibility for description of each Category of Work).

INTRODUCTION

- A. The Fashion Institute of Technology (“FIT” or “College”), a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 8,000 students. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative offices, classrooms, computer labs, and studios. The campus also includes the Gladys Marcus Library and The Museum at FIT (hereinafter, “MFIT”).
- B. MFIT seeks to engage a vendor with extensive experience in a museum setting to produce and install large-scale graphics on adhesive-backed vinyl for exhibitions in the Fashion and Textile History Gallery, and Special Exhibition Gallery. The ideal Firm will have a proven record with substantial experience with fine and decorative arts museums, an understanding of the requirements concerning security and conservation, and the work of environment of museums, within a not-for-profit museum. Firm will work closely with an MFIT Exhibitions Manager.
- C. Firm must have extensive knowledge of all New York City fire and safety codes.

I. REQUIREMENTS

All Firms shall meet the following requirements and furnish all necessary information with the Proposal. FIT is ONLY accepting electronic scanned bids for the subject project. You must email your bid to **purchasingbids@fitnyc.edu** in PDF format and it should include all the requested documents. The Electronic

Scanned Bid must be received by **August 25, 2025**, on or before 12:00 P.M. Bid results are not official until each package has been fully reviewed.

- A. 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 Firm has or asserts 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, the College reserves such right to use.

Proposals shall be submitted on or before **August 25, 2025, 12:00PM, to:**

Purchasingbids@fitnyc.edu

- B. A **mandatory** pre-bid site inspection for prospective bidders will be held on **July 31, 2025, 10:00 AM** at the Museum at FIT Goodman Hall Lobby, located on the corner of West 27 Street and 7th Ave. Questions shall be submitted in writing to the attention of Purchasing Office via email to Purchasingbids@fitnyc.edu no later than **August 8, 2025, 12:00 PM**, Answers will be provided in writing in a timely manner.
- C. 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.

Firms shall provide with its Proposal:

1. Overview

- a. Documentation that the Firm has been doing business in the digital output / printing studio services field for a minimum of five (5) years immediately prior to the date of this RFP.
- b. The Firm must demonstrate proficiency and experience installing graphics in public, not-for-profit museums. The Firm must also have experience and understanding of museum security, conservation and the related environment standards, as well as the defined timetable of production and installation.
- c. The description of business services must include a narrative stating overall qualifications and a general history of operational experience.
- d. Vendor is to demonstrate to MFIT if all output and installation is by vendor, or whether sub-contractors are required and, if so, the experience of the sub-contractors.

e. Vendor is to provide MFIT with a list of equipment to be used for installation and removal and whether the warranty of said equipment meets all necessary safety specifications.

2. Similar Experience and References

A list of other clients, for whom the Firm has provided similar services, with special reference to include detailed information for a minimum of five (5) references providing project description, project budget, contact person, title and phone number.

II. FEE PROPOSAL

Vendor shall provide a fee proposal in accordance with the attached Proposal Analysis Sheet.

III. EVALUATION CRITERIA

A. 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	20%
2. Similar Experience and References	40%
3. Cost	30%
4. Interview or Oral Presentation	10%

B. FIT reserves the right to award the contract to the vendor with the highest score on criteria one (1) through three (3) listed above in Section III A., or to interview the vendor with the highest score on criteria one (1) through three (3). In the latter case, FIT will award the Contract to the Firm(s) with the highest scores on criteria on (1) through four (4).

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

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

FIT reserves the right to award to the highest score in two (2) different categories.

IV. CONTRACTOR'S RESPONSIBILITIES

Seeking firm to consult, print, deliver, and install vinyl graphics for four (4) separate exhibitions during a twelve-month period. The deadline, established by the museum staff,

will be provided at the time the project is awarded. The museum will confer with the chosen firm for an appropriate lead time. The exhibitions include:

1. Spring Special Exhibition Gallery exhibit
2. Spring Fashion and Textile History Gallery exhibit
3. Fall Special Exhibition Gallery exhibit
4. Fall Fashion and Textile History Gallery exhibit

Spring and Fall Special Exhibition Gallery graphics package breakdown:

Substrate

First surface adhesive vinyl (including window), additional materials where specified.

MFIT is responsible for removal after the exhibition's conclusion.

Graphics and Installation Sites

1) Proof 72”H x 58”W

MFIT will pay separately for additional proofs as needed

We will place all files (listed below) within a single 72”H x 58”W dimension

Mini Proof of Window

Mini Proof of Curved Wall

100% Strip Test Section of Window

100% Strip Test Section of Curved Wall

Color Swatch Test

2) Window 117.25”H x 57.75”W (must be seamless)

3) Curved Wall 114.5”H x 325”W

4) Column wrap – 4 sided, each side 109.75”H x 22.25”W

5) Lobby Side Upstairs Door Left - 83.75”H x 36”W

6) Lobby Side Upstairs Door Right - 83.75”H x 36”W

7) Stair Side Upstairs Door 83.75”H x 36”W

8) Stairwell Landing 128.5”H x 146.5”W

- 9) Downstairs Door Left - Stair side 84.5"H x 36"W
- 10) Downstairs Door Right - Stair side 84.5"H x 36"W
- 11) Hallway Near Elevator 36"H x 72"W
- 12) Introductory Text Panel 50"H x 36"W (Wrap mounted on ½" material w/z-clip)
- 13) Acknowledgements Panel 50"H x 36"W (Wrap mounted on ½" material w/z-clip)

Spring and Fall Fashion and Textile History Gallery graphics package breakdown:

Substrate

First surface adhesive vinyl (including window), additional materials where specified

Graphics and Installation Sites

- 1) Proof 58"H x 58"W

MFIT will pay separately for additional proofs as needed

We will place all files (listed below) within a single 58"H x 58"W dimension

Mini Proof of Window

Mini Proof Text Panel

100% Strip Test Section of Window

100% Strip Test Section of Text Panel

Color Swatch Test

- 2) Window 117.25"H x 57.75"W (must be seamless)
- 3) Introductory Text Panel 50"H x 36"W (Wrap mounted on ½" material w/z-clip)
- 4) Introductory Text Panel 50"H x 36"W (Wrap mounted on ½" material w/z-clip)

V. TERMS

- A. The term of Contract shall be for one (1) year commencing upon award of Contract, or such length of time in excess of one year that may be needed to complete all of the afore described exhibitions.
- B. FIT shall have the option to renew the Contract for continued services on additional exhibitions if it deems it to be in its best interest for two (2) additional one (1) year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to Firm a minimum of sixty (60) days prior to the expiration date of Contract for such renewal year.

Within ten (10) days of receiving such notice, Contractor shall submit a sworn 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.

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PROPOSAL ANALYSIS SHEET

MUSEUM GRAPHICS PRINTING AND INSTALLATION SERVICES

RFP No. C1704

COST/ALL INCLUSIVE

A firm may apply to be considered for one, or both of the Categories of Work. (See IV Contractors Responsibility for description of each Category of Work).

1. Cost for Spring and Fall Special Exhibition Gallery graphics package project, inclusive of travel and other expenses: \$_____
2. Cost for Spring and Fall Fashion and Textile History Gallery graphics package, inclusive of travel and other expenses: \$_____

Proposer: _____

(Print or Type Company/Partnership/Individual Name)

By: _____

(Signature of Authorized Representative)

Name: _____

(Print or Type Name of Representative)

Title: _____

(Print or Type Title of Representative)

Telephone: _____

Facsimile: _____

Federal ID #: _____

E-mail: _____

Date: _____

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

RFP Terms and Conditions
Fashion Institute of Technology

A. RFP Requirements:

1. Contractors shall submit the complete RFP document, consisting of RFP Terms and Conditions, Contract Terms and Conditions and Specifications, as issued by FIT, including required signatures and attachments, in a sealed envelope before the time and at the location stated on the cover page of the RFP.
2. Once submitted Contractors are not permitted to change or modify RFP Terms and Conditions, Contract Terms and Conditions and Specifications. All Contractors bid on the same terms and conditions.
3. Contractors are responsible to make certain that 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. Before submitting an RFP, Contractors are expected to examine typical areas on campus and its surroundings during the *mandatory* walk through. Contractors shall be presumed to have full knowledge of work site conditions relating to the work of the Contract and to assume the risk of variances between the actual conditions and those conditions shown or represented in the RFP document
2. FIT reserves the right to require a pre-RFP site inspection or a pre-RFP meeting or both.

C. No Oral Statements:

1. FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).
2. Any changes to the RFP document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every entity that requested a copy of the RFP.

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

1. Contractor is of lawful age and the only one interested in the RFP or transaction;
2. No person, firm or corporation other than Contractor has any interest in the RFP, the contract proposed to be let or the transaction involved;
3. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the RFP, or in the goods, services, supplies, equipment or labor which may be related to the RFP; and
4. Contractor is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

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

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

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

G. **Prices:**

1. RFP shall include in its submission a reasonable breakdown of its proposed fee for the services to be rendered. Prices shall be held firm for ninety (90) days from the RFP due date.
2. **NO SALES TAX:** FIT is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

H. **RFP Withdrawal:**

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

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

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

M. Governing Law:

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

Contract Terms and Conditions

Fashion Institute of Technology

A. Performance:

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

B. Wage and Hour Provisions:

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

C. Delivery:

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

D. Changes in Scope of Work:

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

E. **Insurance Requirements:**

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

The Certificate of Insurance shall evidence the following:

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

1. 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.
2. This Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of its employees who are required to be covered by the provisions of the Workers' Compensation Law.
3. Contractor waives any right of recovery against FIT and additional insured for any loss or damage covered by any policy of insurance maintained by Contractor in connection with the work of the Contract. Contractor shall obtain from its insurer under any such policy a waiver of all right of recovery by way of subrogation against FIT and additional insured's in connection with any claim of loss or damage covered by such policy.

E. **Contractor's Workers:**

1. Contractor shall provide competent workers for the performance of the work of the Contract.
2. If, in FIT's reasonable opinion, any worker employed by Contractor is not competent or otherwise not acceptable, Contractor shall promptly replace such worker.

3. Contractor shall not permit any labor, materials or means whose employment or utilization may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workers employed by Contractor, its subcontractors or agents, or by any of the trades working in or about the buildings and premises where work is being performed under the Contract, or by other contractors, their subcontractors or agents pursuant to other contracts. Any violation by Contractor of this requirement may be considered as proper and sufficient cause for declaring Contractor to be in default, and for FIT to take action against Contractor as it deems proper, including cancellation of the Contract.

F. Work for Hire:

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

H. Renewal of Contract:

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

I. Cancellation of Contract:

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

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

1. In addition to the grounds set forth in the preceding paragraph, upon the refusal of a person to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof, or of a public authority; or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath; such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling or submitting RFPs to or receiving awards from or entering into any contracts with FIT, for goods, work or services, for a period of five (5) years after such refusal.
2. Any and all contracts made with FIT by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by FIT without incurring any penalty or damages on account of such cancellation or termination but any monies owing by FIT for goods delivered or work done prior to the cancellation or termination shall be paid.

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

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

M. **Payment and Release:**

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

N. **Indemnity:**

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

O. **Independent Contractor:**

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

P. **Subcontracting:**

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

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

R.

S. **Assignment:**

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

T. **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.

U. **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.

V. **Governing Law:**

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

W. **Entire Agreement:**

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

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

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

In keeping with this policy, FIT mandates compliance internally and for all organizations with which it conducts business. Contractor shall include its organization's affirmative action policy

and agree that all presentations and materials will be free from racial, religious or sexual bias.

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

Z. **Data Security for Student Records:**

1. **Protection of Confidential Data:** Contractor 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 Contractor, if any.
3. **Acknowledgment of Access to CDI:** Contractor acknowledges that the Contract allows the Contractor access to CDI.
4. **Prohibition on Unauthorized Use or Disclosure of CDI:** Contractor agrees to hold CDI in strict confidence. Contractor 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. Contractor 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, Contractor shall return all CDI to the College, or if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor 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 Contractor has materially breached any of its obligations under this Contract, the College, in its sole discretion, shall have the right to require the Contractor 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 Contractor 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 Contractor improperly disclosed personally identifiable information obtained from the College's education records, the College may not allow the Contractor access to education records for at least five years.
7. **Maintenance of the Security of Electronic Information:** Contractor 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 subcontractors used by Contractor.

8. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Contractor 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. Contractor'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 Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the College.
9. **Indemnity:** Contractor 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 Contractor's failure to meet any of its obligations under this Contract.

To Be Signed Only Upon Award of Contract

RFP # C1704

Title: Museum Graphics Printing & Installation Services

Contract Signature Page

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

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

_____ Dollars (\$ _____)

FOR CONTRACTOR:

Signature

Company Name

Print Name and Title

Acknowledgement of Person Executing Contract

State of New York)

County of _____) SS:

On this _____ day of _____, 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

Date

Fashion Institute of Technology
Appendix A

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

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

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

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

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

Description of Contents of Work-Specific EHS Plan

III) General Information – Project Planning

- A) List primary information about Contractor’s firm and that of sub-contractors, if any, Project Name, FIT Bid Number and Contractor’s safety-related performance measurements on Table 1.
- B) Describe the scope of work and list a breakdown of its specific tasks.

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

IV) Work-Specific Hazard Analysis/Risk Assessment

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

V) Work-Specific Environmental, Health and Safety Elements

- A) To address health and safety issues, the work-specific EHS Plan shall:
 - 1) Describe criteria for upgrading or downgrading personal protective equipment (PPE) or modifying work practices to control hazardous exposures during the work;
 - 2) Describe criteria Contractor will use to set up exclusion zones, including physical barriers and decontamination zones, as needed to prevent spread of debris and restrict access of unauthorized persons to work areas;

- 3) List equipment Contractor will use for routine and emergency on-site communication;
- 4) Describe utility clearance and marking procedures to prevent damage to buried utilities, or to lines, piping, or cables located inside of walls and ceilings, if applicable;
- 5) Describe decontamination and cleaning procedures for Contractor's employees and equipment to prevent the spread of debris. This includes procedures during work, at the end of each work day, and at the completion of the project before FIT's final inspection of the work area;
- 6) Identify measures to manage dangerous environments, such as confined spaces, scaffold work greater than 10 feet, or articulated booms;
- 7) List "Hot Work" procedures involved in the work of the project. This may include, but not be limited to, work such as welding, burning, open flames, tar melting or other type of melting pots, grinding that throws sparks. (See Appendix 1 - "Daily Safety Management Work Permit");
- 8) Identify the need for air monitoring or special testing to carry out the work. Include a listing of monitoring equipment or special tests and the Action Levels that Contractor will apply to project work;
- 9) Describe safety procedures for excavations more than four 4 feet deep and sloping or shoring procedures where excavations will exceed 5 feet deep;
- 10) Describe fire protection and explosive hazard review;
- 11) List the name and address of Contractor's on-contract Confined Space rescue team;
- 12) Describe spill control procedures for chemical products Contractor will have on-campus during work. Include a listing of spill control or containment supplies that Contractor will have on-hand in case of a spill;
- 13) Describe the need for site coordination with FIT employees, other contractors on-site and other adjacent work groups. This includes identification of hazardous energy Lock Out and Tag Out requirements to make to work area safe; and
- 14) Provide a listing of other safety equipment that Contractor will have on site during the work of the project.

B) To address oil, chemical and waste management issues, the work-specific EHS Plan shall:

- 1) Provide estimates of the types and amounts of waste (both hazardous and non-hazardous) that Contractor anticipates the work will generate. As applicable, provide a copy of a waste analysis plan that lists the types of analysis required, the USEPA SW-846 method number and the method detection limits;

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

VI) On-Site Documentation

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

- C) Contractor's employees shall sign-in daily with FIT Security in the A-Building Lobby.
- D) For each work shift necessary to complete the project, Contractor's on-site EHS Coordinator shall open and fill out the "Daily Safety Management Work Permit" (See Appendix 1) at the start of each work shift and close the Permit at the end of each work shift.

VII) Emergency Response Planning

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

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

Table 1

Project Name: _____

Bid Number: _____

Contractor Organization Chart and Safety Data

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

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

COMPANY NAME	ADDRESS	PHONE NUMBER	TASKS

Table 2**Project Name:** _____**Bid Number:** _____**On-Site Supervisory Personnel**

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

Table 2 (Cont'd)

On-Site Supervisory Personnel

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

Lead

Silica

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

FDNY Certificate of Fitness-Torch Operations

FDNY Certificate of Fitness-Fire Guard

FDNY Certificate of Fitness-Fire proofing

FDNY Certificate of Fitness-Powder Activated
Tools

FDNY Certificate of Fitness-Air
Compressors_____

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

FDNY Refrigerating System Operating Engineer

FDNY Certificate of Fitness-Other_____

FDNY Certificate of Fitness-Other_____

Table 3: Listing of Required Employee/Supervisory Briefings

[illegible]

Table 4: Emergency Contact Names & Telephone Numbers

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

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