

**Request for Proposal**  
**Notice to Firms**  
**Fashion Institute of Technology**  
**Museum Exhibition and Special Events Graphics Designer**  
**RFP# C1706**

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, 15<sup>th</sup> Floor, New York, NY 10001-5992 (Tel: 212-217-3630)**

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

**“Proposal For**  
**Museum Exhibition and Special Events Graphics Designer**  
**To Be Opened Only By Authorized Official” and**  
**"Attention: Maria De Los Angeles Lopez, 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 August 14 ,2025 will be considered.**

## Section One -- Proposal Terms and Conditions

### I. Schedule

RFP Release Date:	July 11, 2025
Written questions may be submitted to Purchasing Office via email to: <a href="mailto:Purchasingbids@fitnyc.edu">Purchasingbids@fitnyc.edu</a> . Answers will be provided to all firms in a timely manner.	
Pre-Bid Site Inspections	July 21, 2025 @ 10:00am
Last Day for Receipt of Written Questions	July 31, 2025 at 3:00pm
Response to Questions:	Reasonable time
Proposal Due Date:	On or before August 14, 2025 at 12:00pm
Commencement of Work:	Within 5 days of signed Contract
Time of Completion:	Within (90) days of written notice to commence entrepreneur

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

### II. Introduction

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

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

### **III. Scope of Services**

**The Museum at Fashion Institute of Technology (MFIT)** seeks to engage the services of an experienced and highly creative graphic designer (the firm ultimately awarded the contract to be identified as the “Firm”). The ideal Firm will have a proven record of innovation in graphics design within a not-for-profit museum. The Firm will work closely with an MFIT curator and the exhibitions department. Firm must be experienced and a highly creative graphics designer.

### **IV. The Assignment**

MFIT requires Firm to have a minimum of ten (10) years of experience combined and or working independently and with or for other leading graphics firms. Ideally, Firm should have knowledge of New York City building and safety codes. Firm must also have experience creating a graphics package that enhances flow in the exhibition galleries in order to insure visitor safety and ease of movement throughout the gallery, as well as to maximize the exhibition’s aesthetics.

- A. Respondents must provide references from prior higher education clients.
- B. Respondents must be available to review their proposed solution in an interview with FIT decision makers.
- 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 Bonds are NOT required for this RFP.

### **V. Firms Requirements**

- A. All firms shall meet the following requirements and furnish all necessary information with their proposals. Each firm must submit (5) five complete hard copies of your Proposal and a digital copy on a flash drive. Failure to comply with these requirements shall be grounds for rejection of the 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 a 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 14, 2025 12:00PM, to:**

**Maria De Los Angeles Lopez  
Purchasing Agent  
Fashion Institute of Technology  
Purchasing Office  
333 Seventh Avenue, 15<sup>th</sup> Floor  
New York, NY 10001**

- B. A non-mandatory *pre-bid site inspection* for prospective bidders will be held on **July 21, 2025 at 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](mailto:Purchasingbids@fitnyc.edu) no later than **July 31, 2025 at 3:00PM**. Answers will be provided in writing in a timely manner.
- C. Firms shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in sections as detailed below. Each section shall contain, at a minimum, the information described below.

**Proposals shall include, but are not limited to:**

- a. Ideally, the Firm will have created at least five (5) large-scale graphics packages for American Alliance of Museums (AAM) accredited museums. Furthermore, the ideal Firm will have at least three (3) years of experience designing fashion exhibitions, specifically one that is part of a university or academic institution, such as FIT.
- b. The ideal Firm will have at least three (3) years of experience designing fashion exhibitions within an accredited fashion museum, specifically one that is part of a university or academic institution, such as FIT.
- c. 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.
- d. Exceptions to any terms and conditions.
- e. Qualifications of the team to be assigned to this project, including a breakdown of the staff, job titles, and brief bios.
- f. Examples of previous work, with preference for projects in higher education, non-profit, or cultural institutions.
- g. Cost/Fee Proposal of Services. A cost estimate for all aspects of production including a forecast of out-of-pocket expenses.

**VI. Proposal Requirements**

- 1. Proposal requirements are as follows:
  - a. Provide a table of contents in your proposal

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

**Museum Exhibition and Special Events Graphics Designer Services**  
**Request for Proposal No. C1706**  
**Due on or before August 14, 2025 at 12:00pm**

- 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 a 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](mailto:purchasingbids@fitnyc.edu) by **July 31, 2025 no later than 3:00 PM**. Answers will be provided in a timely manner.
- c. If it becomes necessary to revise any part of this RFP, an addendum will be supplied to all firms. **It is the firms responsibility** to check FIT's "Current Bid

Opportunities” webpage [fitnyc.edu/purchasing](http://fitnyc.edu/purchasing) for addendums prior to submitting their bid.

- d. All proposals submitted in response to this RFP will become the property of FIT and a matter of public record. Each 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, trustees, 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. Firms 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 the firm is awarded the 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. Firms shall include with the proposal detailed information regarding the 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 the 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 the firm's legal name, and must be signed by its authorized representative.
- 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 the Firm's submitted proposal without further discussion.
- n. By signing and submitting its proposal, the Firm shall have affirmed that its principal(s) has read the RFP, accepts its terms and is able and willing to sign the contract if the 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                            | 20% |
| 3. References                                    | 20% |
| 4. Cost per exhibition                           | 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 through four. In the latter case, FIT will award the contract to the firm(s) with the highest score on criteria one through five (5).

FIT further reserves the right to award the contract to the firm whose product or service best meets the terms, conditions, and specifications of the proposal and whose proposal is considered to best serve FIT's interest. In evaluating the criteria above, FIT may consider the following factors, including, as applicable, but not limited to: the ability, capacity, and skill of the firm to perform as required; whether the firm can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the firm; the quality of past performance by the firm; the previous and existing compliance by the firm with relevant laws and regulations; the sufficiency of the firm's financial resources; the availability,

quality, and adaptability of the firm's equipment, supplies and/or services to the required use, as applicable; and the ability of the firm to provide future maintenance, service, and/or parts as specified.

## **VIII. Term**

- A. The term of the contract shall be for (1) one year.
- B. FIT shall have the option to renew the Contract if determined to be in its best interest for two (2) additional one-year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to Contractor a minimum of ninety (90) days prior to the expiration date of Contract or such renewal year. Failure to notify Contractor within this time period shall not operate as a waiver of FIT's right to renew Contract. 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.

## **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, or otherwise has a conflict of interest in the award or performance of the work; and
2. Firm is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

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

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

any case Firm cannot make the foregoing certification, Firm shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

**E. Confidentiality:**

1. If Firm believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Firm shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Firm to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Firm of any rights it may have under FOIL.
2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Firms in connection with the RFP (particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Firm in strictest confidence and used only for the purpose of the RFP.
3. Firm acknowledges that FIT possesses certain confidential information that constitutes a valuable and unique asset. As used herein, the term “confidential information” includes all information and materials belonging to, used by or in the possession of FIT relating to its students, services, technology, financial information, business strategies and marketing plans, but shall not include a) information that was already within the public domain at the time the information is acquired by Firm or b) information that subsequently becomes public through no act or omission of Firm. Firm agrees that all confidential information is and shall continue to be the exclusive property of FIT, whether or not prepared in whole or in part by Firm and whether or not disclosed to Firm. Firm shall not use or disclose in any manner any confidential information of FIT except in the course of providing services pursuant to the Contract.

**F. Prices:**

1. This is a requirements contract. FIT makes no guarantee of the amount of work that may be required under this Contract.
2. Proposal prices shall be held firm for ninety (90) days from the proposal due date.

3. This Request for Proposal (“RFP”) is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.
4. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any work performed prior to the College’s written authorization to proceed on Contract.
5. Bid Security, performance and payment Bond are NOT required for this RFP.

**G. No Sales Tax:**

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

**H. Proposal Withdrawal:**

1. Firms may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, firms may withdraw proposals only after the expiration of ninety (90) days and before any actual award.
3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a firm may withdraw its proposal before the award of the contract or within three (3) days after the opening of the proposal, whichever period is shorter. Firm shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether a 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 and section VI “Evaluation Criteria” hereinabove.

**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 a MFIT curator, its exhibitions production staff, an in-house editor/ publications coordinator, and a freelance architect/ exhibitions designer, the graphic artist is charged with creating and developing the

two-dimensional, publicly visible exhibition design components. They include: a poster for the Seventh Avenue window; street banners that line Seventh and Eighth Avenues; all lobby graphics, including introductory and way finding materials such as a large, horizontally curved wall in the lobby, large vertical panels near the elevators, and graphics for the stairwells and doors leading to the gallery; all exhibition gallery graphics including large-scale didactics panels; and all print collateral, including brochures and invitations to the opening reception; design components for the museum's History Gallery exhibitions twice a year, which include a poster for the Seventh Avenue window; brochure and wall text panels.

3. The Firm will be asked to create a unique look (i.e. "brand") for each exhibition. The graphics package must also be a visually cohesive part of the overall exhibition design.
4. The Firm is required to work closely with MFIT museum professionals and FIT staff, as well as freelance fabricators and designers. Firm must be both an independent creator and one who can easily accommodate MFIT's hard deadlines, attend weekly 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 exhibition participants, adhere to all applicable MFIT and college policies and procedures, refrain from fraternizing with FIT students or employees beyond what is necessary to complete the work, demonstrate a professional demeanor at all times, and assist with all graphics issues is essential. 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 consultant 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 highest score of Evaluation Criteria Firm pursuant to law and FIT regulations and in accordance with section VI "Evaluation Criteria" hereinabove.
2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.
3. By submission of its proposal, firm represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the Contract attached to this RFP ("Exhibit B"). 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 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.
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 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: Museum Exhibition and Special Events Graphics Designer  
RFP No. C1706**

**Cost/All Inclusive:**     \$ \_\_\_\_\_

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

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

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

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

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

Telephone: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

**IMPORTANT:**

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

**NOTE:**

FIT will not sign any firm's generated contract, agreement or scope of work. FIT Bid and Terms and Conditions apply. The Firm's requirement for FIT to sign any document will be grounds for rejection. Any firms 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 "Consultant").

**WHEREAS**, it is the desire of FIT to retain the services of a Graphics Designer to develop and design dynamic graphic designs for MFIT exhibition galleries, the Firm will work closely with an MFIT curator;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, FIT hereby retains Consultant upon the terms and conditions contained herein, and Consultant hereby accepts said retention and agrees to provide professional services for Graphics 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 upon award of project. The Agreement may, however, be terminated at any time by either party giving thirty (30) days' notice in writing to the other party.
- 2. Services by Consultant:** Specifically, the assignment includes ("Services") for the consultant 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. Consultant 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.

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- 3. Scope of Services**

The Firm will work closely with MFIT professionals and FIT staff, as well as freelance fabricators and designers. The Firm must be independent creator and one who can easily accommodate MFIT's deadlines, attend weekly production meetings, adhere to budgets, follow health and safety requirements, and can accommodate the many internal regulations of a diverse, urban-based college. The Firm must routinely consult museum conservators on appropriate display materials and furniture. The ability to follow directives, work collegially with all exhibition participants, demonstrate a professional demeanor at all times, and assist with all exhibition design issues is essential.



The Firm will create an original exhibition design for two adjoining gallery spaces in the lower level of the Museum at FIT, located on the southwest corner of 27th Street and Seventh Avenue. The first is the introductory gallery. It is approximately 2575 square feet with a ceiling that is 9 feet high. This space has a number of doorways and entrances. It can be accessed by either a public staircase or a pair of elevators. This space also has three doorways: one leads to the building's basement, on set of double doors to the mannequin storage area; another set of double doors is the access to museum's shop. Finally, there is a pair of double doors leading to the second, or main, gallery. The main gallery is 3102 square feet with a ceiling height of 22 feet. At the opposite end of the gallery is another pair of emergency exit doors. This space has an HVAC system and an audio system. Both galleries have Wi-Fi access.

A. General Conditions:

1. Firm is required to provide a comprehensive design for each and every exhibition, from concept to detailed, finished digital renderings. Examples include: two-dimensional rendering.
2. Firm provides list of special materials (e.g. paint color, fabrics, special fixtures, and related graphics) and vendors if needed. The Firm will also assist procuring the best subcontractors and competitive bids for goods and services.
3. Firm provides media requirements including manufacturer and model, as well as the quantity placement of media equipment.
4. Firm is required to attend all pertinent production meetings.

B. Access:

1. MFIT is located on the southwest corner of 27<sup>th</sup> street at 7<sup>th</sup> avenue. Access to the Main Lobby (first floor) and Main Gallery/Lower Level are through the main entrance doors to the building.
2. Access to the Main Gallery/Lower Level is through either the elevators (no ceiling hatch) or the main stair to the Lower Level. The Firm is to review access routes and insure ways of delivering fabric to the Lower Level site.
3. Main Gallery/Lower Level will be free of any obstruction during layout and installation of fabric scrims and drops.

**4. Indemnification**

The Consultant 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 Consultant 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. Consultant'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.

**13. Third-Party Agreements**

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

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

**Title: RFP C1706 – Graphic Designer**

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

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

**For Consultant: \_\_\_\_\_**

\_\_\_\_\_  
Signature

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

**Acknowledgement of Person Executing For Consultant**

State of New York

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

On this day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_ to me known, who being by me duly sworn did depose and say that s/he resides at \_\_\_\_\_  
\_\_\_\_; that s/he is the \_\_\_\_\_

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

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

**Fashion Institute of Technology:**

\_\_\_\_\_  
**Sherry F. Brabham, VP of Finance and Administration**

\_\_\_\_\_  
**Date**