



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

Purchasing Department

Request for Proposal

On-Call Architectural

And Related Services

Due Date: May 25, 2022

on or before 12:00 PM

RFP# C1401

Purchasingbids@fitnyc.edu

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NOTICE TO BIDDERS

BIDDING SPECIFICATIONS FOR FASHION INSTITUTE OF TECHNOLOGY & F.I.T. STUDENT HOUSING CORPORATION ON-CALL ARCHITECTURAL AND RELATED SERVICES

REQUEST FOR PROPOSAL C1401

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

FIT is **ONLY** accepting electronic scanned 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 (See Attachment A – Bid Checklist). The Electronic Scanned Bid must be received by **May 25, 2022, on or before 12:00 P.M.** Bid results are not official until each package has been fully reviewed.

ATTACHMENT A - RFP CHECKLIST

**FASHION INSTITUTE OF TECHNOLOGY
&
F.I.T. STUDENT HOUSING CORPORATION
ON-CALL ARCHITECTURAL
AND RELATED SERVICES
REQUEST FOR PROPOSAL C1401**

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

- Did you **complete in full** the following:
Response Cover Sheet – Attachment 1
Design Fee Curve – Attachment 2
Hourly Rates – Attachment 3
Expediting Services Rate – Attachment 4
Special Inspection Pricing – Attachment 5

- Have you carefully reviewed and accepted the General Requirements, General Bid Terms and Conditions, and the Contract Terms and Conditions?

- Did you sign for each Addendum to this project, if any were published? (It is the contractor’s responsibility to check FIT’s “Current Bid Opportunities” webpage for addendums prior to submitting their bid.)
<http://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>

- Did you complete the Contractor Reference Sheet? (See Attachment B)

- Can you provide the required levels of insurance coverage? (See Section III. Contract Terms and Conditions – sub-section I, Insurance Requirements, Page 31)

- Did you include an audited or reviewed financial report for the last two (2) years with your bid?

ATTACHMENT B - CONTRACTOR REFERENCE SHEET

**FASHION INSTITUTE OF TECHNOLOGY &
F.I.T. STUDENT HOUSING CORPORATION
ON-CALL ARCHITECTURAL & RELATED SERVICES
INVITATION FOR BID NUMBER C1401**

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

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

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

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

FIT
 Interviewer: _____ Signature: _____ Date: _____

PROPOSAL TERMS AND CONDITIONS

I. Schedule

RFP Release Date:	April 25, 2022
Mandatory Pre-Site Inspection:	May 3, 2022, 10:00 AM
Written questions may be submitted to the Purchasing Office via email to: Purchasingbids@fitnyc.edu . Answers shall be provided in the form of an Addendum and will be provided to all firms in a timely manner.	
Last Date for Receipt of Written Questions:	May 13, 2022, 2:00 PM
Response to Questions Date:	Reasonable Amount of Time
Proposal Due Date:	on or before May 25, 2022, 12:00 PM
*Presentations/Interviews:	Week of June 6, 2022
Selection of Consultant:	Week of June 20, 2022
Commencement of Work: Contract.	Within 10 days of Signature

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

II. Introduction

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York (the “College”), currently has an enrollment of approximately 9,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the Fashion Institute of Technology and its students. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, “FIT” or the “College”) and the F.I.T. Student Housing Corporation together, unless specifically designated otherwise. FIT intends to award this contract to one or multiple contractors in its discretion. The successful responsive and responsible bidder (hereinafter “Contractor”) shall be required to enter into a contract with FIT based on the terms and conditions specified herein, and will be required to enter into identical contract(s), based on the same terms and conditions, for the work at the residence hall buildings. Collectively, or individually, the contracts will be referred to as the “Contract” hereinafter.

- A. The intent of this Request for Proposal (“RFP”) is to solicit proposals from qualified Firms to provide diverse and multidisciplinary architectural services (“Consultant”) for a wide

range of infrastructure work on an as-needed basis to assist in miscellaneous improvement projects. FIT is looking to award contracts to several qualified Firms.

- B. FIT makes no guarantee of the amount of Work that may be required under this Contract. FIT reserves the right to use other Consultants for large capital projects.
- C. This RFP is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.
- D. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any Work performed prior to FIT's written authorization to proceed on Contract.
- E. Performance and Payment Bonds are **NOT** required for this RFP.

III. **Bidder Requirements**

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

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

IV. **Scope of Work**

- A. FIT requires Consultant to provide diverse architectural services ("Work") on an **on-call basis** for a wide-range of infrastructure work, including, but not limited to, the preparation of plans, specifications, create bid documents, analysis, reports, cost estimates, monthly violations search, LL-11 inspections, technical reviews for miscellaneous campus projects, and architectural design work.

Such projects will include, but not be limited to, renovations of classrooms, laboratories, auditoriums, and offices; health and safety compliance issues; environmental studies; rehabilitation of HVAC systems; work on utility systems; work on foundation and building structures; site work; and sidewalk work. Work on these projects shall conform to all applicable codes, regulations and design standards. Environmental studies may include permit investigations and the completion of permit applications, as required. Possible lead paint, contaminated soil, and asbestos/PCB abatement studies/analyses and topographic surveys and subsurface explorations may be included.

The scope of work and design assignments are more fully described in Appendix A.

B. The following lists miscellaneous campus projects that FIT is reviewing for future completion during the term of this agreement:

1. Various interior & exterior campus work
2. Campus wide analysis & design

C. The following specific abilities and disciplines are required:

1. Architect (Prime Firm)
2. Civil Engineer
3. Building Envelope Specialist – QEWI certified
4. Cost Estimator
5. Code Consultant
6. Controlled Inspection
7. Critical Path Method (CPM) scheduling capabilities
8. Expeditor
9. Geotechnical Engineer
10. Interior Designer
11. Landscape Architect
12. Mechanical Engineer (MEP/FP)
13. Structural Engineer
14. Specifications Consultant
15. Surveyor

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

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

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

G. Consultant shall report to FIT's Executive Director of Facilities who will oversee Contract performance and provide initial description for each project to the Consultant.

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

I. Quality Control: Consultant shall review the as-needed project as it is being performed, until final completion and acceptance by FIT, to assure that the work performed and materials furnished are in accordance with the specifications and drawings. In the event of

interpretation of the meaning of the intent of the specifications and drawings become necessary, Consultant shall confer with FIT and the appropriate consultants to make the final interpretation, in writing, and transmit it to the contractor for the project. Consultant will review disputes involving quality of workmanship with FIT and appropriate parties for resolution.

- J. Consultants shall obtain and maintain throughout the term of the Contract, in accordance with all applicable laws, all licenses and certificates necessary to perform the Contract, including but not limited to business and occupational licenses. Copies of current licenses, certificates and insurances may be requested after submission of the Proposal.
- K. FIT can request that the Consultant Architect use FIT's preferred on-call MEP/FP engineer.
- L. FIT is in the progress of implementing an ongoing signage master plan and the Consultant shall consider this plan and coordinate any signage needs with the college and its signage consultant where applicable to their work.
- M. Consultants shall have knowledge of FIT's Campus Master Plan Volume 1. This can be found on-line at <https://www.fitnyc.edu/life-at-fit/campus/master-plan/2015/index.php>
- N. Consultant shall provide a monthly report summarizing status on any FIT project they are working on.

V. **Proposal Requirements**

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

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

Bidder shall give pricing for all Technical Specifications, Design Fee Curve, Hourly Rates, Expediting Services and Special Inspection pricing. Failure to comply with this requirement shall be grounds for rejection of your RFP. All subcontractor pricing must be inclusive of Overhead & Profit.

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

A mandatory campus visit will be held on May 3, 2022 at 10:00 AM at 227 West 27th Street, between 7th & 8th Ave's, Feldman Lobby, NYC 10001. Questions shall be submitted in writing to the attention of Purchasing Office via email to purchasingbids@fitnyc.edu, no later than May 13, 2022, by 2:00 PM. Answers shall be provided in the form of an Addendum and will be provided to all firms in a timely manner.

Failure to comply with these requirements shall be grounds for rejection of your RFP proposal. FIT reserves the right to determine that firms have substantially met all the requirements of the RFP and/or ask for additional information. Those items for which firms have or assert proprietary rights, or which must, under prior contract, remain confidential, shall be clearly indicated. Submission of Proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion, the College reserves such right to use.

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

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

FIT may reject any bid not prepared and submitted in accordance with the provisions of the Notice to Bidders, Bid Terms and Conditions, and Contract Terms and Conditions. Neither FIT nor the FIT Student Housing Corporation will be responsible for receipt of any Bid which does not comply with these instructions. Only those Bids in the hands of staff of FIT's Purchasing Office on or before **May 25, 2022, on or before 12:00 PM** will be considered.

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

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

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

Proposals shall be emailed on or before **May 25, 2022 on or before 12:00 P.M.** to:

Firm shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below. Proposals shall follow the outline given below, using the same section numbers and providing all information requested for each section.

A. **Company Overview**

1. Documentation that the firm has been doing business related to architectural services, preferably in higher education, for a minimum of five (5) years immediately prior to the date of this RFP.
2. An overview of the firm, including a description of the services provided.

3. Demonstration of financial viability, as evidenced by documents such as financial statements, balance sheets, and income and expenditure statements for the prior two (2) fiscal years and good credit rating with at least one (1) major financial institution.
4. A list of other educational or other large institutions and laboratories where similar projects have been completed. Include detailed information for a minimum of five (5) references.
5. An explanation of what differentiates your firm from other vendors who perform the same kind of work.

B. Staff Qualifications:

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

C. Similar Experience:

1. List clients within the last five (5) years of a similar nature, which best demonstrate the firm's qualifications for the proposed work. For each client reference, include the following:
 - i. Description and scope of projects.
 - ii. Project start date and (expected) completion date.
 - iii. Name of client, representative's name, title, address, phone number.
2. Previous experience with as-needed work in a multi-building site with an on-site population of approximately 9,000 persons is preferred.
3. Multidisciplinary capabilities of the firm are required.

D. Work Plan:

1. Firm shall submit a plan for:
 - i. Management of services outside the disciplines of in-house staff.
 - ii. Successful quality control.
 - iii. A description of the firm's approach to coordination of disciplines on an assigned project.
2. Submission shall include firm's credentials and qualifications reflecting the in-house capabilities and the personnel dedicated to the anticipated campus projects under consideration. See Section IV (C) for listing of specific abilities and disciplines.

VI. Evaluation Criteria and Selection

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

- | | |
|--|-----|
| 1. Ability to provide full range of required architectural and related services and Firm's credentials and experience. | 15% |
| 2. Professional qualifications of staff proposed to be assigned to the Contract | 20% |
| 3. Client References | 20% |
| 4. Design Fee Curve | 20% |
| 5. Technical Classification Rates, Expediting Service Rates and Special Inspection Rates | 15% |
| 6. Interview or Oral Presentation (Optional) | 10% |

The selection of firms and submission of additional information will be made consistent with applicable laws and procedures. This is a quality-based selection project. Responses will be ranked by technical merit. FIT reserves the right to award Contract to the Proposer with the highest score on criteria 1 through 5. Proposers may be requested to make presentations on their Responses and attend interviews. If presentations and interviews are conducted, FIT will award the Contract to the firm with the highest score on the sum of items 1 through 6. FIT will award contracts to the responsive and responsible Proposers whose responses are determined to be the highest quality and most advantageous to FIT, taking into consideration the overall quality of the Responses as measured against the Evaluation Criteria above. It is anticipated that contracts will be awarded to multiple firms but the actual number will be determined by the quality and quantity of the Responses.

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

VII. Phase Schedule and Payment Percentage Per Phase

Design Fee Curve:

Firm shall complete the Design Fee Curve form in full (Attachment 2). The Design Fee Curve for a project-specific task order assignment issued subsequent to contract execution will be calculated in accordance with the approved Design Fee Curve, subject to adjustment in accordance with the complexity and or simplicity factors that will be set forth in the contract and task order assignment. The Design Fee shall be a lump sum fee based on the Estimated Construction Cost appropriate for each project-specific task order assignment as approved by FIT at the conclusion of Design Development. Such lump sum fee shall be deemed to include all design services required for the project, including design services during construction, overhead, and profit. For Estimated Construction Costs between the levels designated, the Design Fee will be interpolated on a straight-line basis between the corresponding two-dollar levels. Payment of Design Fees shall be in accordance with the Contract.

For Example Purposes Only.

Estimated Construction Cost up to and including	Design Fee as a Percent of Estimated Construction Cost
\$500,000	18%
\$750,000	16%
\$1,000,000	15%
\$1,500,000	14%
\$2,000,000	13.5%
\$2,500,000	13%
\$3,000,000	12%
\$3,500,000	11%
\$4,000,000	10.5%
\$5,000,000	10%
Over \$5,000,000	9.5%
Example: \$495,000 Est.	Fee =18%=\$89,100
Example: \$1,250,000 Est.	Fee =14%= \$175,000
Example: \$3,500,000 Est	Fee =11%=\$385,000

% Percentages numbers are only examples and are not suggestive percentages.

Proposer shall complete the Design Fee Curve (Attachment 2), including the hourly rates of all categories of the personnel listed in Section IV (C) for listing of specific abilities and disciplines Attachment 3.

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

PROJECT PAYMENT PHASE:

This phase schedule will be completed for each assigned project prior to project commencement.

Payment Timing Schedule

Project Payment Phase	Percentage of Professional's Required Services
Pre-schematic	5%
30% Schematic Submission	10%
60% Design Development	18%
60% Design Development Quality Control	2%
100% Construction Documents	24%
100% Construction Documents Quality Control	4%
Bid Documents	5%
Construction Administration	15%
Construction Fieldwork	15%
Post Construction Deliverables	2%
TOTAL	100%

VIII. Maximum Hourly Rates for Compensation for Professional Services Rendered

Consultants must provide the direct hourly rates for each technical classification. Failure to comply shall be grounds for rejection of your RFP.

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

(Hourly Rate must be filled out in full on Attachment 3 and submitted with the bid)

Technical Classification	Direct Hourly Rate
Architecture	
Principal - Licensed	\$
Contract Manager - Licensed	\$
Senior Project Architect - Licensed	\$
Project Architect - Licensed	\$
Architectural Designer	\$
Intern	\$
Building Envelope	
Building Envelope Inspector - QEWI Certified	\$
Civil Engineering	
Civil Engineer - Licensed	\$
Civil Engineer	\$

Computer-Aided Design and Drafting	
Senior CADD Operator/Drafter	\$
Junior CADD Operator/Drafter	\$
Cost Estimating	
Cost Estimator - Certified	\$
Cost Estimator	\$
Code Consulting	
Senior Code Consultant	\$
Junior Code Consultant	\$
Critical Path Method (CPM) Scheduling	
Critical Path Method (CPM) Scheduler	\$
Geotechnical	
Geotechnical Engineer - Licensed	\$
Geotechnical Engineer	\$
Interior Design	
Interior Designer - Licensed	\$
Interior Designer	\$
Landscape Architecture	
Landscape Architect - Licensed	\$
Landscape Designer	\$
Mechanical Engineer (MEP/FP)	
Mechanical Engineer - Licensed	\$
Mechanical Engineer	\$
Electrical Engineer - Licensed	\$
Electrical Engineer	\$
Plumbing Engineer - Licensed	\$
Plumbing Engineer	\$
Fire Protection Engineer - Licensed	\$
Fire Protection Engineer	\$
Structural Engineering	
Structural Engineer - Licensed	\$
Structural Engineer	\$
Specifications	
Specifications Consultant – CSI Member	\$
Specifications Consultant	\$
Surveying	
Surveyor - Licensed	\$
Surveyor	\$

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

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

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

The Consultant and sub-consultant(s) shall invoice based on the actual cost of salaries or wages paid directly to the technical employees and supportable by payroll records and appropriate audits.

IX. Reimbursable Expenses

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

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

X. Compensation for Extra Services

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

1. Direct salaries of technical employees employed on the Project computed on a time and hourly rate basis using the actual rates of pay of the employees, not to exceed those set forth in Attachment 3. Technical employees shall mean employees trained in areas of technical competence, such as architecture, engineering, drafting, surveying and related specialties, but does not include clerical or administrative support.
2. Specific approved Reimbursable Expenses.

XI. Payment Requisitions

Payment for services may be made monthly in proportion to services performed and approved by the Owner or at the successful completion of a particular phase of the work as determined by the Owner. Payments shall be requisitioned on the Owner's form *Application for Professional Services (Appendix B)* with a completed *Compliance Report (sample included in bid package)*, individual timesheets or a summary report thereof as may be required by the Owner, and other appropriate supporting documentation. Timesheets and/or payroll registers shall show the

names, actual rates of pay, position classifications and hours worked for all personnel performing services during the payment period. Payment requisitions in any other format will not be accepted.

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

XII. Deliverables

For each assigned project, the selected Architect shall provide deliverables, which include, but are not limited to:

1. Plans and specifications sealed by a design professional licensed to practice in the State of New York.
2. A set of plans and specifications for bidding.
3. As-built drawings. Architect shall review construction contractors' as-built drawings throughout the project.
4. When the assigned project is complete, the selected Architect must provide a USB Flash Drive containing all reports, photographs, specifications, drawings and as-built drawings prepared for the project. Drawings shall be in AutoCAD and PDF formats, and if available, in native BIM format, and shall be prepared using the United States National CAD Standards. Reports and specifications shall be in Microsoft Word.

XIII. FIT'S EHS Plan

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

XIV. Terms

- A. The term of Contract shall be for three (3) years commencing upon written Notice to Commence Performance.
- B. FIT shall have the option to renew the Contract in its best interest for four (4) additional one (1) year periods. If FIT elects to renew the Contract, the Purchasing Office shall provide notice to Consultant a minimum of ninety (90) days prior to the expiration date of Contract of such renewal year. Failure to notify Consultant within this time period shall not operate as a waiver of FIT's right to renew the Contract. Within ten (10) days of receiving such notice, Consultant shall submit a sworn renewal to FIT. If the sworn renewal is not received within ten (10) days, FIT will assume Consultant either has rejected the offer or terminated the Contract.
- C. Each renewal shall be on the same terms and conditions as specified in the Contract.
- D. In addition to any other termination or cancellation rights reserved by the FIT elsewhere in this Contract, FIT shall have the right to suspend, abandon or terminate the Contract for any reason, and such action shall in no event be deemed a breach of contract. In any of these events, FIT shall make *pro rata* settlement with Consultant based upon the Work performed

up to and including the date of such suspension, abandonment or termination, as verified by audit.

- E. In the event that the Contract is so suspended, abandoned or terminated, Consultant shall make available to FIT all records, documents and data pertaining to the Contract within ten (10) days after such termination.
- F. Those Consultants whose Contract has not been suspended, abandoned or terminated are required to complete the project even if the term of their Contract has lapsed.
- G. Consultants who were awarded Contracts and are currently working on projects from the previous Architectural Design Services Requirements Contract (C1113) must oversee those projects through their entirety.

XIV. Restricted Period

The period of time commencing with the earliest written notice, advertisement or release of an RFP or other solicitation from Offeror's intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity. Except as expressly authorized by the authorized agency contact person listed in Section V of this solicitation or as otherwise expressly authorized by the New York State Finance Law §§ 139-j and 139-k, proposers may not contact board members, officials, employees or consultants of FIT, or any of its affiliates or subsidiaries, DASNY, the State of New York or any other governmental entity regarding this solicitation and the related disposition, or send proposals to any of them. Failure to observe this requirement may result in the proposer's disqualification from consideration pursuant to this solicitation.

XV. Proposal/Qualifications Confidentiality

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

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

XVI. M/WBE and SDVOB

FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned

Businesses (SDVOB). A directory of New York State Certified Minority and Women’s Business Enterprises is available from: Empire State Development Corporation, Minority and Women’s Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified on the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>.”

XVII. Covid-19 Protocols

FIT requires masks be worn indoors in all campus buildings. Covid protocols are based on NYC/NYS/FIT regulations. Find all of FIT’s COVID-19 information and updates at fitnyc.edu/covid.

XVIII Expediting & Controlled Inspection

Firms should have their own Expediting Firm, and Controlled Inspection firm. Below are firms that are currently familiar with FIT:

Municipal Expediting
Liz Kapp & Nelson Marte
212.587.5707
lizkapp@municipalexpediting.com
nmarte@municipalexpediting.com

Controlled Inspection
Alan Margolin & Associates
212.867.6720
Amaa-eng.com

Attachment 1

Response Cover Sheet

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

- One (1) Digital Copy of the Proposal in Adobe PDF format
 - Response Cover Sheet (Attachment 1)
 - Design Fee Curve (Attachment 2)
 - Hourly Rates (Attachment 3)
 - Expediting Service Rates (Attachment 4)
 - Special Inspection Pricing (Attachment 5)

 - Acknowledgement of Addenda to this solicitation, if any were issued by FIT. (It is the responsibility of the interested firm to check FIT's "Current Bid Opportunities" webpage for addendums prior to submitting their bid.) <http://www.fitnyc.edu/purchasing/current-bids.php>
-

Company Contact Information

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

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

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

Attachment 2

Design Fee Curve

Submission: The Responder shall submit Attachment 2 Design Fee Curve in a separate, sealed interior envelope labeled “Pricing Information” at the same time as the Response.

Design Fee: In the space provided below, for each increment in Estimated Construction Cost, the Responder shall indicate a lump sum Design Fee, % calculated as a percent of the Estimated Construction Cost as approved by FIT at the conclusion of Design Development. Such lump sum Design Fee shall be deemed to include all design services required for the project, including design services during construction, overhead and profit. For Estimated Construction Costs between the levels designated, the Design Fee will be interpolated on a straight line basis between the corresponding two dollar levels. Payment of Design Fees shall be in accordance with the Contract.

Estimated Construction Cost up to and including	Design Fee as a Percent of Estimated Construction Cost
\$500,000	%
\$750,000	%
\$1,000,000	%
\$1,500,000	%
\$2,000,000	%
\$2,500,000	%
\$3,000,000	%
\$3,500,000	%
\$4,000,000	%
\$5,000,000	%
Over \$5,000,000	%

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

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Representative)

Title: _____
(Print or Type Title of Representative)

Tel. #: _____ Federal ID#: _____

E-Mail: _____ Date: _____

Attachment 3

HOURLY RATES

Maximum Hourly Rates for Compensation for Professional Services Rendered

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

Electrical Engineer	\$
Plumbing Engineer - Licensed	\$
Plumbing Engineer	\$
Fire Protection Engineer - Licensed	\$
Fire Protection Engineer	\$
Structural Engineering	
Structural Engineer - Licensed	\$
Structural Engineer	\$
Specifications	
Specifications Consultant – CSI Member	\$
Specifications Consultant	\$
Surveying	
Surveyor - Licensed	\$
Surveyor	\$

All prices inclusive of overhead & profit. All classifications must be filled in. Failure to comply shall be grounds for rejection of your RFP.

Name of Firm (Responder)

Name of Authorized Responder Representative

Title

Signature

Date

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

Attachment 4
Expediting Service Rates

1. Initial Research

Provide Building Code and Zoning Law research and consultation in connection with proposed alterations; Conduct DOB Violations research and consultation;

Hourly Rate: \$ _____

2. Plan Approval

Research and prepare Alteration Applications, and file with completed plans for Building Department Acceptance per Directive 14-75 for interior alterations:

- a. File and obtain Architectural plan approval;
- b. File and obtain related Mechanical plan approval;
- c. File and obtain related Plumbing plan approval;
- d. File and obtain related Sprinkler plan approval;
- e. File and obtain related Standpipe plan approval;
- f. File and obtain related Structural plan approval;
- g. File and obtain Fuel Storage and Fuel Oil Piping plan approval;
- h. File and obtain Fire Protection Plan Approval;
- i. File and obtain Builders Pavement Plan;
- j. File and obtain Curb cut approval;
- k. File and obtain Place of Assembly Plan Approval;
- l. File and obtain Façade Repair/Local law 11 Plan Approval;
- m. Post Approval Amendment (PAA): Coordinate and file amended plans and applications if needed for plan revisions after initial plan approval:

Lump Sum Rate: \$ _____

3. New Building & Alt 1/Alt CO Approval

Research and prepare NB or Alteration CO Application (ALT 1) and file with completed plans for Building Department Approval for change of use and proposed alterations;

Hourly Rate: \$ _____

4. Plan Approval- Exterior signs, banners

Research and prepare Sign Applications, and file with completed plans for Building Department Acceptance per Directive 14-75 for exterior signs as required for signage greater than 8 SF in area:

Lump Sum Rate: \$ _____

5. Permits

- a. Obtain Initial Work Permits from NYC Department of Buildings on behalf of the General Contractor;
- b. Obtain Certificate of compliance (COC) for mechanical Equipment (EUP)

Lump Sum Rate: \$ _____

a. Property Ownership Certificate- Local Law 160-17

Research, Prepare and file the Property Ownership Certification form for Local Law 160- 17 as required prior to issuance of permits;

Hourly Rate: \$ _____

b. FDNY Plan Approval

- a. Fire Alarm Installation/ Modification: Prepare FDNY Applications, file with completed plans for Fire Alarm modifications in the existing building; Obtain plan approval from NYC Fire Department;
- b. Coordinate and file FDNY Notice of Defects if required for Fire Alarm sign-off;

- c. FDNY Rooftop access variance: Prepare FDNY variance Applications, and file with completed plans for FDNY Approval;
- d. FDNY Medical Gas Plan Approval;
- e. FDNY gas storage or piping:
Lump Sum Rate: \$ _____

c. **NYC Department of Buildings Research and Consultation**

- a. Provide Building Code and Zoning Law research and consultation in connection with proposed alterations;
- b. Conduct Building Department records research in connection with existing conditions, violations;
- c. Coordinate applications and file for DOB and ECB Violations dismissal dismissals;
- d. Attend project meetings as required;
- e. File with the Office of the Borough President to obtain preliminary house number, and final house number verification
- f. Prepare and file preliminary determination requests and conduct meetings with Department of Buildings as required to obtain preliminary approvals or determinations (CCD1/ZRD1)
Hourly Rate: \$ _____

d. **Sign-Off**

- a. Upon completion of all work, prepare and file completed Inspection Reports, and obtain Building Department Sign-Off Letters
- b. Provide Digital Archive of approved plans and applications.
Lump Sum Rate: \$ _____

e. **Certificate of Occupancy:**

Temporary Certificate of Occupancy:

Prepare Certificate of Occupancy checklist, coordinate Inspections, and obtain sign off open applications as required to obtain an Initial Temporary Certificate of Occupancy:

Hourly Rate: \$ _____

Interim Certificate of Occupancy: Coordinate inspections and documents required for an Interim Certificate of Occupancy for completed areas of new building, or for a change of use (buildings 7 stories or greater;

Hour Rate: \$ _____

Final Certificate of Occupancy:

Prepare Certificate of Occupancy Applications, coordinate Inspections, and obtain sign off open applications as required to obtain a final Certificate of Occupancy:

Hourly Rate: \$ _____

f. **Reimbursable Expenses**

A/E team to provide backup from the agency when submitting/or reimbursement

- a. FDNY Fire Alarm: TM1 and Record Management fee;
- b. FDNY Notice of Defect filing fee;
- c. DEP: OER Fee for Notice of No Objection
- d. DOB fees for TCO renewals;
- e. DOB fees for CCD1 and ZRD1 filings;

Bidder shall price all categories. Failure shall be grounds for rejection of your RFP.

Attachment 5

Special Inspection Pricing for Most Common Inspection Items

The following prices represent the typical interior inspection items per given range of square foot, including discounted rates assuming two or more inspections are required. If less than two inspections are required, prices are subject to increase; if more than six inspections are required, prices may decrease.

This pricing sheet is only intended as a guide, and each job is individually priced based on the project specifics.

Inspections	Up to 2,000 SF	2,001 to 5,000 SF	5,001 to 10,000 SF	10,001 to 15,000 SF	15,001 to 20,000 SF	20,001 to 25,000 SF
Structural Steel – Welding						
Structural Steel – Details						
Structural Steel – High-Strength Bolting						
Structural Cold-Formed Steel						
Concrete – Cast-In-Place						
Masonry						
Sprayed Fire-Resistant Materials (Existing Steel)						
Sprayed Fire-Resistant Materials (New Steel)						
Smoke Control Systems						
Mechanical Systems						
Equipment Use Permit (Per Permit)						
Fuel-Oil Storage and Fuel-Oil Piping System						
Structural Stability – Existing Buildings						
Site Storm Drainage and Detention System Installation						
Sprinkler Systems						
Sprinkler Systems (Temporary Core)						
Standpipe Systems						
Heating Systems						
Fire-Resistant Penetrations and Joints						
Flood Zone Compliance						
Luminous Egress Path Markings						
Emergency Standby and Power Systems (Per Generator)						
Post-Installed Anchors						
Concrete Design Mix (Per Mix)						
Concrete Sampling and Testing (Per Visit)						
Concrete – Cylinder Compressive Strength Test (Per Cylinder)						

Concrete – Sample Pickup (Per Pickup)						
Concrete – Sample Pickup (Weekend/Holiday) (Per Pickup)						
Preliminary						
Footing and Foundation						
Lowest Floor Elevation						
Energy Code Compliance						
Fire-Resistance Rated Construction						
Public Assembly Emergency Lighting (Per Assembly Space)						
Final						

Bidder shall price all categories. Failure to comply with this requirement shall be grounds for rejection of your RFP.

Important. Attachment 2, 3, 4, & 5 are the only pricing format acceptable. FIT will not accept proposal responses on any other form. Failure to comply with this requirement shall be grounds for rejection of your RFP.

Scope of Work and Design Assignments

Appendix A

1. Architectural Design Services

In general, the Scope of Work for these assignments will consist of:

- Feasibility studies
- Planning
- Programming
- Survey and documentation of the existing conditions
- Design services, pre-schematic through final design
- Preparing contract documents (i.e., drawings and specifications)
- Providing construction-related services as described
- Filing with the NYC Department of Buildings and other agencies, and obtaining approval when required
- Preparing cost estimates
- Construction administration
- LL-11 Inspections – QEWI Certificate
- Monthly status report on current FIT projects
- Expediting services
- Environmental design services based upon survey results for hazardous materials

Typical Architectural design assignments may include, but are not limited to:

- New building or renovation of, or additions to, existing buildings
- Urban design, including consideration of project siting, massing and relationship to adjacent buildings and related work
- Site design, including consideration of pedestrian and vehicular circulation, adjacent off-site conditions, existing site conditions as well as zoning regulations, campus needs and environmental effects and related work
- IT/Data infrastructure design
- Audiovisual design services
- ADA improvements
- Interior design including furniture specifications
- Innovative exterior materials and cladding systems
- Roofing systems including planted roof systems and those with photovoltaic applications
- Specialized security systems
- Presentations/Renderings

2. Code Compliance Services

Code Compliance assignments may include, but are not limited to:

- Examines and reviews architectural and engineering designs and specifications for compliance to applicable building codes and zoning regulations.

- Assess as-built conditions for compliance and provide implementation strategies to achieve compliance.
- Code analysis:
 - Egress path of travel and egress capacity (required corridor width and door width)
 - Height and area limitation (size of facility per floor for a given construction type)
 - Construction type
 - Fire separation
 - Toilet count
 - Sprinkler analysis
 - Occupant load
 - Accessible design
 - Signage
- Monthly violations search (FDNY & DOB)

3. Building Envelope Design Services

Building envelope design assignments may include, but are not limited to:

- Building envelope maintenance and improvements including roof replacements and associated work to flashings, copings and parapets; masonry restoration; re-pointing; structural repair of shelf angles, lintels, columns and beams; window repairs and/or replacement; repair or replacement of other building façade systems;
- Local Law 11 (LL11) evaluation and repairs/improvements including the preparation and filing of LL11 reports with the NYC Department of Buildings.

4. Landscape Design Services

Landscape design assignments may include, but are not limited to:

- Landscapes at new facilities
- ADA sidewalks and paths
- Vehicular access and parking
- Restoration of existing landscapes
- New specialized native plant landscapes
- Landscapes intended for improved drainage/storm water control

Application for Professional Services Payment Appendix B

Date: _____

Estimated Cost of project: _____

Project # _____

Consultant %: _____

Project Name: _____

Phase	Percentage of Professional's Required Services	Established \$ Payment	Completion Date	Amount Paid
Pre-schematic	5%			
30% Schematic Submission	10%			
60% Design Development	18%			
60% Design Development Quality Control	2%			
100% Construction Documents	24%			
100% Construction Documents Quality Control	4%			
Bid Documents	5%			
Construction Administration	15%			
Construction Fieldwork	15%			
Post Construction Deliverables	2%			
TOTAL \$	100%			

PTD \$ _____

Approvers

Consultant _____
Print Name

Signature

Date _____

FIT _____
Print Name

Signature

Date _____

Invoices with appropriate back-up to be attached. This includes: Consultant Invoice, Subcontractor Invoice, Expenses and Reimbursable. Cost must be billed to the appropriate line items.

Fashion Institute of Technology
Appendix C

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

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

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

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

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

Description of Contents of Work-Specific EHS Plan

III) General Information – Project Planning

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

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

IV) Work-Specific Hazard Analysis/Risk Assessment

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

V) Work-Specific Environmental, Health and Safety Elements

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

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

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

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

VI) On-Site Documentation

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

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

VII) Emergency Response Planning

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

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

Table 1

Project Name: _____

Bid Number: _____

Contractor Organization Chart and Safety Data

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

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

COMPANY NAME	ADDRESS	PHONE NUMBER	TASKS

Table 2
On-Site Supervisory Personnel

Title	: Name(s) and On-Site Phone Number
On-site EHS Coordinator	:
Contractor Project Managers	:
FIT's Project Manager(s)	:
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 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: George Jefremow	Phone: 212-217-4423
	Assoc. Executive Director: Allen King	Phone: 212-217-4424
FIT Environmental, Health and Safety Compliance	Director: Paul DeBiase paul_debiase@fitnyc.edu	Phone: 212-217-3752
	Department Coordinator: Kathy Caraballo kathy_caraballo@fitnyc.edu	Phone: 212-217-3754
Contractor Project Manager(s)		
FIT Public Safety	Central Control	212-217-7777, or Use Red Phone
Occupational Safety And Health Administration, – Area Director	Provide Zip Code for the location of Accident	800-321-6742
Location of nearest hospital and/or contractor’s wellness center		
Rally Point and Accountability Check Location	In case of Building Evacuation Alarm	

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

RFP TERMS AND CONDITIONS
Fashion Institute of Technology

A. RFP Requirements:

1. Contractors shall submit the complete RFP document, consisting of RFP Terms and Conditions, Contract Terms and Conditions and Specifications, as issued by FIT, including required signatures and attachments, in 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 a 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. A RFP shall not be considered for award nor shall any award be made where (1)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Contractor cannot make the foregoing certification, Contractor shall so state and shall furnish with the RFP a signed statement which sets forth in detail the reasons therefore.

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

G. Prices:

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

H. RFP Withdrawal:

1. Contractors may withdraw RFPs at any time before the RFP opening.
2. After the RFP opening, Contractors may withdraw RFPs only after the expiration of ninety (90) days and before any actual award.
3. RFP withdrawals must be in writing.
4. In the event of a clerical error by a Contractor, Contractor may withdraw its RFP before the award of the Contract or within three (3) days after the opening of the RFP, whichever period

is shorter. Contractor shall furnish credible evidence that its error was a clerical in nature as opposed to an error in judgement. FIT will determine, upon objective evidence and pursuant to law, whether Contractor shall be permitted to withdraw its RFP.

I. **Tie RFPs:** Should any two or more RFPs be submitted with exact bid totals; FIT shall have full discretion to make a determination as to which Contractor shall be awarded the RFP. Such determination shall be based on FIT's objective determination as to which Contractor / bid is in FIT's best interest.

J. **Contractor Responsibility:** In determining whether a Contractor is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.

K. **RFP Rejection:**

1. FIT may reject a RFP if:
 - a. The RFP is not responsive to the requirements of the RFP;
 - b. Contractor does not provide information or documents required;
 - c. Contractor does not submit the RFP security as required;
 - d. Contractor misstates or conceals any material fact in the RFP;
 - e. The RFP is conditional;
 - f. The RFP contains prices that are unbalanced; or
 - g. FIT determines that Contractor is not responsible in accordance with law and FIT regulations.
2. FIT reserves the right to reject all RFPs submitted for this project if it is in the best interest of FIT to do so.

L. **Award of Contract:**

1. Award shall be made to the highest score of Evaluation Criteria Contractor pursuant to law and FIT regulations.
2. FIT reserves the right to waive technicalities in this RFP if it is in the best interest of FIT to do so.
3. By submission of its RFP, Contractor represents that it is willing and able to enter into an agreement with FIT (the "Contract" upon the terms, conditions and specifications contained herein.
4. The Contract shall be signed by the successful Contractor after the award is made. The successful Contractor shall execute the Contract within ten (10) business days of the award.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.

M. Governing Law:

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

CONTRACT TERMS AND CONDITIONS
Fashion Institute of Technology

A. Performance:

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

B. Wage and Hour Provisions:

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

C. Delivery:

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

D. Changes in Scope of Work:

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

E. Insurance Requirements:

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

The Certificate of Insurance shall evidence the following:

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

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

E. Contractor's Workers:

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

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

F. Work for Hire:

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

H. Renewal of Contract:

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

I. Cancellation of Contract:

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

J. Additional Grounds for Cancellation of Contract:

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

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

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

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

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

M. **Payment and Release:**

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

N. **Indemnity:**

1. 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 of goods or performance of work of this Contract, or by or on account of

any act or omission of Contractor, its employees, subcontractors or agents, during the work of this Contract.

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

O. Independent Contractor:

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

P. Subcontracting:

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

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

R. Assignment:

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

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

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

U. **Governing Law:**

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

W. **Entire Agreement:**

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

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

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

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

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

Z. **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 # C1401

Title: On-Call Architectural And
Related 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 &
F.I.T. Student Housing Corporation:**

Sherry Brabham, Vice President for Finance and
Administration

Date



Date:		Revised Date:	
Campus/Facility:		Client:	
(Address)			
Building Name(s):		Building Numbers:	
Project Title:			
Architect/Engineer:			
JDE #		Estimated Project Cost:	
Code Enforcement Jurisdiction: <input type="checkbox"/> DASNY <input type="checkbox"/> Other:		Variance Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Occupancy Classification(s): (Group I Condition):		Construction Classification:	
Risk Category:		Seismic Design Category:	
NFPA 101 Life Safety Code (for OPWDD & OMH Facilities): (Complete Attachment #3 or #4 as applicable. Use link below)		Life Safety Code Occupancy Chapter (s):	
		Life Safety Code Construction Classification:	
		FSES Utilized: Attach Copy.	
Project Type:	<input type="checkbox"/> New Building	<input type="checkbox"/> Alteration Level 3	<input type="checkbox"/> Demolition
Check all that apply. Refer to the Existing Building Code for definitions.	<input type="checkbox"/> Repair	<input type="checkbox"/> Change of Occupancy	<input type="checkbox"/> Chapter 4. Prescriptive Compliance Method
	<input type="checkbox"/> Alteration Level 1	<input type="checkbox"/> Addition	<input type="checkbox"/> Chapter 14. Performance Compliance Methods.
	<input type="checkbox"/> Alteration Level 2	<input type="checkbox"/> Historic Building	
Work Involved:	<input type="checkbox"/> General Construction	<input type="checkbox"/> Structural	<input type="checkbox"/> Site Work
Check all that apply.	<input type="checkbox"/> Roofing	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Sprinkler
	<input type="checkbox"/> Asbestos Abatement/Environmental	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Elevators
	<input type="checkbox"/> Fire Alarm	<input type="checkbox"/> Electrical	<input type="checkbox"/> Other _____
Statement of Special Inspections Required: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Comments:			

LEGEND: NA: Not Applicable, NR: Not Required, NP: Not Permitted FC: Fire Code, PC: Plumbing Code, MC: Mechanical Code, FGC: Fuel Gas Code, ECC: Energy Conservation Code					
No	Topic	Building Code Section (unless otherwise noted)	Required/Allowed	Actual	Comment
1	Fire Apparatus Access Road	FC503.1, Appendix D			
2	High Rise Buildings	403			
	Construction	403.2			Indicate any reduction in Fire Ratings below
	Reduction in Fire Rating	403.2.1			
	Shaft Enclosures	403.2.1.2			
	Structural Integrity of Interior Exit Stairway and Elevator Hoistway Enclosures	403.2.3			Provide Information for Risk Category III or IV and for all Buildings more than 420 ft. in height.
	Sprayed Fire-Resistant Materials	403.2.4			Indicate Bond Strength.
	Sprinkler Protection	403.3			
	Water supply to required Fire Pumps	403.3.2			Indicate number of Water Supplies.
	Secondary Water Supply	403.3.3			
	Emergency Systems	403.4			

No	Topic	Code Section	Required/ Allowed	Actual	Comment
	Smoke Detection & Fire Alarm System	403.4.1, 403.4.2			
	Standpipe System	403.4.3			
	Emergency Voice/Alarm Communication System	403.4.4			
	Emergency responder radio coverage	403.4.5			<input type="checkbox"/> Wired <input type="checkbox"/> Radio <input type="checkbox"/> Other
	Fire Command Center	403.4.6			
	Smoke Removal	403.4.7			
	Standby & Emergency Power	403.4.8			
	Equipment Room Separation	403.4.8.1			
	Fuel Line Piping Protection	403.4.8.2			
	Means of Egress: Remoteness of interior Exit Stairways	403.5.1			
	Smokeproof Enclosures	403.5.4			
	Luminous Egress Path Markings	403.5.5			
	Elevators	403.6			<input type="checkbox"/> Fire Service Access <input type="checkbox"/> Occupant Evacuation
3	Atriums	404			
	Automatic Sprinkler Protection	404.3			
	Fire Alarm System	404.4			
	Smoke Control	404.5			
	Enclosure of Atriums	404.6			
	Standby Power	404.7			
	Exit Access Travel Distance	404.9			
4	Group I-2	407			Provide analysis.
	Corridors Continuity and Separation	407.2			
	Corridor Wall Construction	407.3			
	Smoke Barriers	407.5			
	Automatic Sprinkler System	407.7			
	Fire Alarm System & Automatic Fire Detection	407.8, 407.9			
5	Hazardous Materials Control Areas	414.2			Provide additional information indicating number, size, materials stored, and quantity of each material.
6	I-1, R-1, R-2, R-3 & R-4	420			Provide analysis.
	Dwelling and Sleeping Unit Separation	420.2			
	Dwelling and Sleeping Unit Horizontal Separation	420.3			
	Automatic Sprinkler System	420.4			
	Fire Alarm System & Smoke Alarms	420.5			
	Dormitory Cooking Facilities	420.10			
7	Building Area & Height	501			Provide information in Attachment 1. Use link below.

No	Topic	Code Section	Required/ Allowed	Actual	Comment
8	Mixed Use and Occupancies:	508			Provide analysis.
	Accessory Occupancies	508.2			
	Nonseparated Uses	508.3			
	Separated Uses (Ratio ≤ 1)	508.4			
9	Incidental Uses:	509			
10	Construction Classification	602			Provide analysis.
	Fire-Resistance Rating of Building Elements	602.1, Table 602			
	Exterior Wall Fire-Resistance Rating	602.1, Table 602			
	Exterior Fire Separation Distance	602.1, Table 602			
	Combustible Material in Types I & II Construction	603			
11	Fire Resistive Construction	701.1			Provide analysis.
	Individual Encasement of Columns and Primary Structural Frame	704.2, 704.3			
	Protection of Secondary Members	704.4			
	Exterior Wall: Allowable Area of Openings:	705.8			
	Protected	705.8.2			
	Unprotected	705.8.3			
	Exterior Wall: Vertical Separation of Openings	705.8.5			
	Parapets	705.11			
	Fire Walls	706			
	Party Walls	706.1.1			
	Fire Barriers	707			
	Fire Partitions	708			
	Smoke Barriers	709			
	Smoke Partitions	710			
	Floor & Roof Assemblies	711			
	Vertical Opening	712			
	Shaft Enclosures	713			
	Penetrations	714			
	Fire-Resistant Joint Systems	715			
	Opening Protectives	716			
	Fire Doors in Corridors / Smoke and Draft Control	716.1 / 716.2			Required fire-rated corridor doors must also meet the requirements for smoke and draft control in section 716.2.2.1.1. Per 716.2.9.3 this requires S labels.
	Ducts and Air Transfer Openings	717			
	Concealed Spaces	718			
Prescriptive Fire Resistance	721			Provide Specific item numbers from Tables	
Calculated Fire Resistance	722			Provide Specific Components and Calculations from Tables	
12	Interior Finishes, trim and decorative materials	801.1			Provide analysis.

No	Topic	Code Section	Required/ Allowed	Actual	Comment
	Wall & Ceiling: Exits	803.13 Table 803.13			
	Wall & Ceiling: Corridors	803.13 Table 803.13			
	Wall & Ceiling: Rooms/Spaces	803.13 Table 803.13			
	Interior Floor Finish	804			
	Combustible Decorative Materials	806.2			Provide Percentage of combustible decorative materials
13	Fire Protection: General	901.1			
	Automatic Sprinkler System	903			Indicate Type of Sprinkler System <input type="checkbox"/> NFPA 13 <input type="checkbox"/> NFPA 13R <input type="checkbox"/> NFPA 13D
	Alternative Automatic Fire Extinguishing System	904			
	Standpipe System	905			
	Portable Fire Extinguishers	906			
	Fire Alarm System	907			Indicate Type of Fire Alarm System <input type="checkbox"/> Addressable <input type="checkbox"/> Conventional (zoned)
	Smoke Detection System	907			
	Emergency Voice/alarm Communication System	907.5.2.2			
	Occupant Notification Systems	907.5 & Appendix E Table E104.2.1			Indicate the number accessible and hearing-impaired rooms to be provided with visual appliances
	Smoke Control Systems	909			
	Smokeproof Enclosure/ Stair Pressurization	909.20			
	Fire Command Center	911			
	Fire Department Connections	912			Location shall be approved by Local Fire Chief
	Fire Pumps	913			
	Equipment room Identification	914.2			
	Carbon Monoxide Detection	915/FC915			Indicate the Type of CO Detection <input type="checkbox"/> Independent CO System <input type="checkbox"/> CO Alarms <input type="checkbox"/> CO Detection connected to FACP
	Gas Detection Systems	916			
	Emergency Responder Radio Coverage	918/FC510			
14	Means of Egress	1001.1			Provide information in Attachment 1. Use link below.
	Common Path of Egress	1006.2.1, Table 1006.2.1			
	Single Exits	1006.3.3			
	Remoteness of Exits	1007.1.1			
	Emergency Lighting	1008.3			
	Accessible Means of Egress	1009.1			
	Elevator Required	1009.2.1			
	Elevator accessed from "area of refuge"	1009.4			
	Area of Refuge	1009.6			
	Controlled Egress Doors (I-1 & I-2 only)	1010.1.9.7			

No	Topic	Code Section	Required/ Allowed	Actual	Comment
	Delayed Egress Locks	1010.1.9.8			
	Panic and fire exit Hardware	1010.1.10			
	Stairways	1011.1			
	Ramps	1012.1			
	Exit Signs	1013.1			
	Handrails	1014.1			
	Guards	1015.1			
	Mechanical Equipment, (Guards)	1015.6			
	Window Opening Control Devices	1015.8			
	Exit Access	1016.1			
	Exit Access Travel Distance	1017.1			
	Exit Access Stairways and Ramps	1019.1			
	Corridor Fire Rating	1020.1			
	Hoistway Opening Protection	1020.1.1			Where fire-resistance rated corridors are required, section 3006.2.1 requires an enclosed elevator lobby or smoke doors.
	Corridor Width and Capacity	1020.2			
	Dead End Corridor	1020.4			
	Interior Exit Stairways and Ramps Fire Rating	1023.2			
	Smokeproof Enclosure	1023.11			
	Exit Passageways	1024.1			
	Luminous Egress Path Markings	1025.1			
	Horizontal Exit	1026.1			
	Exterior Exit Stairs and Ramps	1027.1			
	Exit Discharge	1028.1			
	Assembly	1029.1			
	Emergency Escape & Rescue	1030.1			
15	Accessibility	1101.1 ICC A117.1(09)			
	Accessible Route	1104.1			
	Accessible Entrance	1105.1			
	Parking	1106.1			
	Dwelling & Sleeping Units	1107.1			For existing buildings, please note the 2020 NYSEBC has removed the Type B unit exception for structures built before 3/19/91.
	Toilet and Bathing Facilities	1109.2			
	Drinking Fountains	1109.5			Where one is required, two shall be provided. One at an accessible height, the other at standing person height.
	Platform Lifts	1109.8			
	Signage	1111.1			
16	Interior Environment	1201			
	Ventilation	1202			
	Unvented Attic & Enclosed Rafter assemblies	1202.3			

No	Topic	Code Section	Required/ Allowed	Actual	Comment
	Light: Natural/Artificial	1204			
	Sound Transmission	1206			
	Minimum Ceiling Heights	1207.2			
	Toilet & Bathroom Requirements	1209.1			
17	Energy Conservation	1301/NYSECC			Provide information in Attachment 2. Use link below.
18	Roof Assembly Fire Classification	1505.1			
	Roof Covering	1507.1			
	Rooftop Structures	1510.1			
	Reroofing	1511			
	Photovoltaic Panels	1512			
19	Structural Requirements	1601.1			Provide information in Attachment 1. Use link below.
	Truss Type, Pre-Engineered Wood or Timber Construction	19-NYCRR Part 1264/1265			Provide information in Attachment 1. Use link below.
20	Foundation	1801.1			Provide information in Attachment 1. Use link below.
21	Safety Glazing	2406.1			
22	Foam Plastic Insulation	2603			
	Thermal Barrier	2603.4			
23	Electrical	2701.1			
	Emergency & Standby Power	2702.1			
	Elevator & Platform Lifts	2702.2.2			
	Exhaust Systems	2702.2.5			
	Exit Signs	2702.2.6			
	High Rise Building	2702.2.11			
	Means of Egress	2702.2.13			
	Smoke Control Systems	2702.2.16			
24	Mechanical Systems	2801.1			
	Fire & Smoke Dampers	717.5			Refer to 717.5 for specific requirements.
	Fan Shutdown	MC606.4			
	Combustion Air	MC701.1 & FGC304.1			
	Chimneys, Flues & Gas vents	MC801.1 & FGC501.1			Provide diameter of chimney/gas vents.
	Refrigerant Piping	MC1107			Piping is prohibited in fire-resistance-rated exit access corridors, interior exit stairways and ramps, interior exit passageways, elevator shafts, and shafts with openings into fire-resistance-rated corridors/stairways/exit passageways.
25	Plumbing	2901.1			
	Minimum Number of Fixtures	2902.1			Provide information in Attachment 1. Use link below.
	Maximum Consumption	PC604.4			
	Available Street Water Pressure				
	Fixture Units	PC709.1			
	House Traps	PC1002.6			
	Water Supply Materials (Materials, Joints and Connections)	PC 605			
26	Elevator & Conveying systems	3001.1			

No	Topic	Code Section	Required/ Allowed	Actual	Comment
	Elevator Car sized to accommodate a Stretcher	3002.4			
	Elevator Fire Fighters' Emergency Operation	3003.2			
	Machine Rooms Fire Rating	3005.4			
	Elevator Lobbies and Hoistway opening protection	3006.1			
	Fire Service Access Elevators	3007.1			
	Occupant Evacuation Elevators	3008.1			
	Escalators	3004.2			
27	Special Construction	3101.1			
	Pedestrian Walkways/Tunnels	3104.1			
	Awning and Canopies	3105.1			
	Swimming Pool Enclosures	3109.3			
	Swimming Pool Entrapment protection	3109.4			
	Swimming Pool Alarms	3109.5			
28	Solar Energy Storage Systems	3111.1			

MONTHLY CONTRACTOR'S COMPLIANCE REPORT

Page 1 of

Payment Requisition Date _____
Payment Requisition Amount \$._____
FIT Contract Number _____

CONTRACTOR INFORMATION

Name _____ Federal ID No. _____
Address _____
Contact Person _____ Telephone Number _____

PROJECT INFORMATION

Institution _____ City and Zip Code _____
Work Description _____

Part B - Payments to Subcontractors and Suppliers: Provide name, address and telephone number of ALL subcontractors to which you have awarded a subcontract or suppliers to which you have issued a purchase order. Place X in check box to indicate whether they are a New York State certified MBE or WBE or Other. In addition, for each firm listed below you must also include: the firms federal identification number; amount of intended payment to be made from proceeds of the accompanying requisition; percent complete, amount paid to date; the number of change orders or purchase orders; current value of subcontract (including change orders) or cumulative value of purchase orders; and a brief description of the work or service. All subcontractors or suppliers with whom you have an agreement should be listed below, even if they are not scheduled to receive a payment out of the proceeds of the attached requisition for payment. For further details, see Instruction Sheet

Firm _____ [] MBE [] WBE [] Other Fed. ID# _____
Address _____ Phone# _____ Intended Payment\$._____
Address _____ Percent Complete _____ Amount Paid to Date\$._____
No. of Change Orders. _____ Current Value of Subcontract \$ _____
No. of Purchase Orders Issued _____ Total Value of Purchase Orders \$ _____
Work Description _____

Firm _____ [] MBE [] WBE [] Other Fed. ID# _____
Address _____ Phone # _____ Intended Payment\$._____
Address _____ Percent Complete _____ Amount Paid to Date\$._____
No. of Change Orders. _____ Current Value of Subcontract \$ _____
No. of Purchase Orders Issued _____ Total Value of Purchase Orders \$ _____
Work Description _____

False statements, information or data submitted on or with application for payment may result in one or more of the following actions: Termination of Contract for cause; Disapproval of future bids, or contracts or subcontracts; Withholding of final payments on the contract; and Civil and/or criminal prosecution.

Name of Principal or Officer (Type or Print) _____ Title of Principal or Officer (Type or Print) _____
Signature of Principal or Officer _____ Date _____