

**REQUEST FOR PROPOSAL
NOTICE TO FIRMS
FASHION INSTITUTE OF TECHNOLOGY
COMMUNICATIONS AGENCY
RFP# C1520**

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by: **FIT Purchasing Department Office located at 333 Seventh Avenue, 16th Floor, New York, NY 10001-5992 • Tel: 212-217-3630**

Proposal may be sent in hard copy and identified, on the outside of the envelope, with the name and address of the firm and designated as proposal for the project titled above; **or via email** to purchasingbids@fitnyc.edu, subject line of the email must identify the project as noted above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

**“PROPOSAL FOR COMMUNICATIONS AGENCY”
“TO BE OPENED ONLY BY AUTHORIZED OFFICIAL”
"ATTENTION: CANDIDA POINSETTE, PURCHASING OFFICE"**

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

Only those proposals received at FIT Purchasing Office, on or before, 1:00 PM, on November 16, 2021 will be considered.

SECTION ONE -- PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date: October 21, 2021

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

Last Day for Receipt of Written Questions November 1, 2021, 1:00PM

Response to Questions: Reasonable time

Proposal Due Date: November 16, 2021, 1:00PM

*Presentations/Interviews: Week of November 29, 2021

Selection of Consultant: Week of December 13, 2021

Commencement of Work: January 1, 2022

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

II. INTRODUCTION

Founded by a group of industry members to promote education for the fashion and apparel profession, the Fashion Institute of Technology ("FIT") opened its doors to 100 students in New York City in 1944. Today FIT serves some 9,000 students annually, offering nearly 50 majors in a wide range of programs beyond fashion, including advertising, marketing communications, cosmetics and fragrance marketing, film and media, fine arts and illustration, interior design, and toy design leading to AAS, BFA, BS, MA, MFA, and MPS degrees, and has expanded internationally with locations in Florence and Milan, Italy, and Songdo, Korea. Through the Center for Continuing and Professional Studies, the college offers an extensive array of courses and non-credit certificate programs, serving adults and high school students. Additionally, The Museum at FIT (MFIT), founded in 1969, attracts more than 100,000 visitors annually to the college's campus to view its world-renowned special exhibitions and displays of its extensive collections. Note: During the pandemic, FIT and MFIT operated virtually. The physical campus reopened during summer 2021, with students returning to in-person learning for the fall 2021 semester.

- A. FIT has long since expanded on its legacies of creativity and innovation, broadening its areas of study and expertise. In 2013, FIT adopted a long-range institutional strategic plan that included an initiative to study FIT's reputation and update the brand. (See <http://www.fitnyc.edu/strategic-plan/2012-2020/approved-plan.php>). Subsequently, FIT convened a brand consortium to guide this process and a full brand effort ensued, including undertaking wide-ranging market research, development of strategic messaging, and creation of a visual design and identity program.

B. FIT’s media and public relations strategy should be aligned with the college’s strategic goals and priorities. The communications plans – inclusive of external press, social media, public relations, and related activities, must position the college to meet its brand goals and convey that FIT:

- 1) provides an education for those who want to thrive in the creative industries, including sectors such as design, marketing, communications, fashion, technology, sustainability and innovation
- 2) is a center of innovation, offering innovative courses, programs, and co-curricular opportunities (precollege, undergraduate, graduate, adult learning)
- 3) is an educational authority for the creative economy
- 4) has a breadth and depth of expertise and capabilities beyond fashion

The spirit of FIT’s brand —Nurturing Unconventional Minds—must be captured in our communications and reflect a community of diverse, uncommon educators and learners who work to find unexpected solutions to the world’s challenges.

III. THE ASSIGNMENT

FIT seeks a communications agency to develop and implement strategies to continuously strengthen the reputation of the college and MFIT, reinforce brand positioning, promote tentpole initiatives and events, advance the outstanding work of faculty, students, and curators, and address other priorities outlined below under section “A.”

Regarding audience, FIT seeks to engage a variety of constituencies, including prospective undergraduate students and their adult influencers, graduate students, adult/non-traditional students, industry leaders, donors and supporters, alumni, educational leaders, museum attendees, and the general public.

It is expected that the agency will serve as both consultant and peer colleague. It is FIT’s intent to integrate the agency into its efforts as a valued extension of FIT’s Media Relations team, which plays an integral role within MFIT and the 30-person CER unit (Communications and External Relations: <https://www.fitnyc.edu/cer>). Under the leadership of the CER vice president, the 5-person Media Relations team includes the following: executive director of media and public relations, media relations manager, media relations specialist, press associate, and social media coordinator.

A. The agency will develop and implement a comprehensive, integrated communications strategy in support of FIT and MFIT, inclusive of press, social media, and public relations. The agency will accomplish this by:

- Developing real-time strategies in response to crisis communications and brand reputation.
- Elevating the profile of FIT president, Dr. Joyce F. Brown.
- Positioning FIT as a differentiated leader among higher education peers, including across the DEI landscape.
- Promoting annual tentpole initiatives including, but not limited to, the FIT Foundation

Gala, FIT's annual Sustainable Business and Design Conference, the Future of Fashion showcase, the MFIT Couture Council Luncheon, etc. Projects often include interaction with external partners.

- Increasing visibility of prioritized majors (among nearly 50 programs) and the work of select students.
- Creating opportunities to place FIT experts in top tier press and as speakers at conferences and on prestigious panels.
- Promoting a diverse range of in-person and virtual programming and events to reach new audiences and drive attendance. Includes exhibitions.
- Demonstrating expertise across a wide range of media and platforms, from business outlets to tech targets to teen-targeted magazines.
- Crafting strong messaging that resonates across audiences, consistent with FIT's mission and goals.
- Monitoring and reporting on communications activities across peer institutions and other colleges, as identified and needed.
- Regularly reporting on trends and opportunities for earned media across traditional and non-traditional outlets.
- Monitoring ROI and providing reporting for both press and social media.

IV. PROPOSAL REQUIREMENTS

All Proposers shall meet the following requirements and furnish all necessary information with the Proposal. **Submit five (5) complete hard copies of your Proposal and a digital copy on a flash drive.** Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Proposer has substantially met all the requirements of the RFP and/or to ask for additional information. Those items for which Proposers 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, FIT reserves such right to use.

Proposals shall be submitted on or before **November 16, 2021, 1:00PM** to:

**Candida Poinsette, Purchasing Agent
FASHION INSTITUTE OF TECHNOLOGY
PURCHASING DEPARTMENT
333 SEVENTH AVE., 16 FLOOR
NEW YORK, NY 10001**

Envelopes should clearly be marked:

**Communications Agency
Request for Proposal No. C1520
Due on or before November 16, 2021, 1:00PM**

- A. At no time shall the Proposer, its agents, representatives or contracted personnel contact or otherwise communicate with FIT personnel without prior arrangement with the FIT Purchasing Office, for the purposes of negotiating, modifying, changing, or interpreting the Proposal or specifications.

- B. Questions shall be submitted in writing to the attention of the FIT Purchasing Office via e-mail to purchasingbids@fitnyc.edu by **November 16, 2021, no later than 1:00 PM**. Answers will be provided in a timely manner.
- C. If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Proposers receiving this RFP.
- D. All Proposals submitted in response to this RFP will become the property of FIT and a matter of public record. The Proposer must identify, in writing, all copyrighted materials, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any Proposer claiming such an exemption must also state in its Proposal that the Proposer agrees to hold harmless, indemnify and defend FIT and its agents, officials and employees in any action or claim brought against FIT for its disclosure, or refusal to disclose, such materials, trade secrets or other proprietary information to any party making a request thereof. Any Proposer failing to include such a statement shall be deemed to have waived its right to exemption from disclosure.
- E. Proposer shall have been in business no less than four (4) years.
- F. Proposer shall include, with the Proposal, a listing of senior staff, with their names and titles, qualifications, experience and a brief biography, and indicate the engagement-in-charge partners(s) to be used if Proposer is awarded this contract. Proposal shall also include the qualifications and experience of any other professional agency or freelance staff that would be assigned to the account.
- G. Proposer shall demonstrate an understanding of this engagement including a process for understanding and staying current with press outlets and social media and shall include any description(s) and example(s) of any experience your agency has had in developing communications campaigns.
- H. The successful Contractor, in collaboration with FIT's Division of Communications and External Relations, will be responsible for implementing plans and projects. In many instances, institutional partners (e.g., FIT Foundation) participate in the development/approval process. Contractor may be required to work with Communications and External Relations' internal colleague partners.
- I. Proposer shall include, with the Proposal, detailed information regarding Proposer's qualifications providing the services outlined in the scope of work section to which they are responding. This information shall include:
 - 1. Samples of work that reflect the ability of the firm to fulfill the needs as stated in the RFP.
 - 2. A list of all clients grouped by size of account such as large, medium, and small, based on billing ranges.
 - 3. A list of communications and public relations campaigns, programs, and/or media placements, highlighting social media, digital, and non-traditional platforms, performed for any clients but specifically include examples of work done for higher education, brands from creative industries, creative or cultural institutions, non-profit organizations, and/or fashion-related businesses.
 - 4. Indicators of client results as a consequence of services provided including any quantitative data.

5. Samples of how you report on results of communications plans once implemented, including tracking of earned media, other data sources, etc.
 6. List with the name, address, telephone, email, and contact person for no fewer than three current clients, with the understanding FIT may reach out to these contacts for reference purposes.
- J. Documents evidencing financial viability, including income and expenditure statements and balance sheets for the past two (2) fiscal years. Audited financial statements for the past two (2) fiscal years are preferred. If audited statements are not available, provide copies of Proposer's two most recent tax returns or financial statements prepared by an independent certified public accountant.
- K. List of any recognized industry awards received by your firm.
- L. Proposer may include any further information concerning your company or its abilities that would add to FIT's assessment of your firm, including relevant work that may include unique business features, special services, or conditions for consideration such as event marketing, video production, and use of emerging digital platforms for marketing. In other words, indicate the "value-added component" that your firm brings to this assignment.
- M. A description of any specialized work performed for non-profit organizations, higher education, creative or cultural institutions, and/or fashion, design or related businesses.

Proposer shall include a fee proposal for the work outlined in this RFP.

The Proposer should include a detailed proposal for line item fees for all services such as retainers, out-of-pocket, and any other regularized work, providing a detailed breakdown of the total cost of services of the types required by this assignment.

- N. Fee proposals should include but not be limited to the following:
1. Agency fees including monthly retainer and services that are provided by that fee
 2. A breakdown of the staff, job title, and brief bio of those that will be assigned to these projects and their billable rate, and the amount of time assigned.
 3. A statement for reimbursement of expenses and disbursements including regular mark-up practices
 4. A specific definition and meaning of the terms related to the proposed method of payment
 5. A proposed billing schedule
- O. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes when proposing prices for goods or Services (as defined below).
- P. Proposals must be signed. Proposals must be completed in Proposer's legal name, and must be signed by a person authorized to do so.
- Q. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.
- R. FIT reserves the right to award a contract on the basis of Proposer's submitted proposal without further discussion. Proposer's ideas or concepts included in the Proposal are solely intended for implementation into a contract.

- S. By signing and submitting your Proposal, Proposer affirms that it has read this RFP, accepts its terms and is able and willing to sign the contract if Proposer's proposal is accepted, subject only to any changes negotiated and agreed upon by both parties. The issuance of a letter of intent to award or similar document does not require or commit FIT to enter into a contract until all terms and conditions are negotiated and acceptable to FIT. In the event of any inconsistencies between the Proposal and the RFP, the language of the RFP will prevail unless there is a written agreement to accept the Proposal's terms
- T. Bid Security, Performance and Payment Bonds are NOT required for this Contract

V. SCOPE OF SERVICES

- A. Specifically, the assignment includes one component ("Services") for the Proposer(s). Proposers must provide a response either with fully in-house capabilities or they may work in collaboration with other companies and/or sub-contractors in order to address all areas of the scope. Consultant shall disclose the name of all outside partners and/or sub-contractors that it collaborates with for Services. FIT shall retain all ownership and possession of any reports or similar materials created by Consultant, its partners, and/or its sub-contractors used in fulfilling its Services to FIT.

Service Area: Communications Agency

1. Develop recommendations throughout the year to support:
 - Brand reputation to enhance the college's image with a range of audiences
 - Thought leadership: FIT President and faculty experts
 - Tentpole initiatives
 - Live and virtual programming, including exhibitions
 - Admissions (precollege, undergraduate, graduate)
 - Diverse range of majors across fields reaching far beyond fashion
 - Crisis communications
2. Track effectiveness and ROI on all activities and provide regular, detailed reports on all integrated efforts with actionable recommendations.
3. Stay ahead of trends in social media and make regular recommendations for incorporating all such platforms into any plans and activities.
4. Provide account services management including (but not limited to):
 - Regular (weekly) reports of activities
 - Schedules of production work per campaign

VI. FEE PROPOSAL

Proposers shall provide a fee proposal in accordance with the attached Proposal Analysis Sheet ("Exhibit B").

VII. EVALUATION CRITERIA

A duly selected committee will use the following criteria to evaluate those proposals, which meet the requirements of these specifications.

(1) Proposer's experience in direct response to the scope including: Demonstrated positive track record in all aspects of communications – integrated press, social media, and public relations strategies, particularly in support of higher education, creative, fashion, cultural and/or non-profit organizations. 50%

(2) Evaluation of company's financial stability and reputation, and client references. 10%

(3) Price, including value added 20%

(4) Interview and presentation 20%

FIT reserves the right to select finalists based on the highest total scores from criteria one (1) through four (4).

VIII. TERM

- A. The term of the contract shall be for a one three (3) year period commencing with the effective date as specified in the notice to commence performance. After initial communications plans are approved, work will consist of updating plans annually, writing new plans as needed, and managing new and ongoing campaigns.
- B. Proposer is required to offer three successive one (1) year renewal options. FIT will exercise each option in its sole discretion. FIT will send written notice of such intention to renew to Proposer forty-five (45) days prior to the stated conclusion of the term of contract. Failure to notify Proposer by this date shall not constitute a waiver of the college's option to renew.
- C. In addition to any other termination or cancellation rights reserved by FIT elsewhere in this RFP, FIT shall have the right to suspend, abandon or terminate contract for any reason, and such action shall in no event be deemed a breach of contract.
- D. Consultants who were awarded prior contract and are currently working on projects from the previous Media Relations contract (C1241) must oversee those projects through their entirety.

SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

A. Proposal Requirements:

- 1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Proposers are not permitted to change or modify Proposal Terms and Conditions,

Contract Terms and Conditions and/ or Proposal Analysis Sheet. All Proposers propose on the same terms and conditions.

2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP. *FIT will accept 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.*
3. Proposers are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals received after the time of the proposal opening will be returned unopened.

B. No Oral Statements:

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

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

C. Proposer Affirmation:

By signing the proposal, Proposer certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and
2. Proposer is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

D. Non-Collusive Proposal Certification:

1. By submission of its proposal, Proposer, and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
 - a. The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;

- b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- c. No attempt has been made or will be made by Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

2. A proposal shall not be considered for award nor shall any award be made where (l)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

E. **Confidentiality:**

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

F. **Prices:**

Proposal prices shall be held firm for ninety (90) days from the proposal due date.

G. **No Sales Tax:**

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

H. **Proposal Withdrawal:**

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

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

I. **Tie Proposals:**

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

J. **Proposer's Responsibility:**

In determining whether a Proposer 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. **Proposal Rejection:**

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

L. **Award of Contract:**

1. Subject to the provisions Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT regulations.

2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.
3. By submission of its Proposal, Proposer represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("Exhibit C").
4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.
6. 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 in the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

M. **Governing Law:**

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.
2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.
3. Proposer 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.

"Exhibit B"
PROPOSAL ANALYSIS SHEET
Communications Agency
RFP# C1520

MONTHLY AGENCY FEE \$ _____

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)

Address: _____

Telephone: _____

Facsimile: _____

Federal ID#: _____

E-mail: _____

Date: _____

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

"Exhibit C"

CONTRACT

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

WHEREAS, it is the desire of FIT to retain the services of a Communications Agency with experience in communications to reflect and support the college's brand positioning.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, FIT hereby retains Consultant upon the terms and conditions contained herein, and Consultant hereby accepts said retention and agrees to undertake the search on behalf of FIT

- 1. Term:** The effective date of this Agreement shall be _____. The Agreement may, however, be terminated at any time by either party giving thirty (30) days' notice in writing to the other party.
- 2. Services by Consultant:** Specifically, the assignment includes three components ("Services") for the Proposer(s) to which the will provide:
 - A. FIT awards the RFP ("Consultant"). Proposers must provide a response to all Services but may do so either with fully in-house capabilities or they may work in collaboration with other companies and/or sub-contractors in order to address all areas of the scope. Consultant shall disclose the name of all outside partners and/or sub-contractors that it collaborates with for Services. FIT shall retain all ownership and possession of any reports or similar materials created by Consultant, its partners, and/or its sub-contractors used in fulfilling its Services to FIT.

Service Area: Communications Agency

1. Develop recommendations throughout the year to support:
 - Brand reputation to enhance the college's appeal to a range of audiences
 - Thought leadership: FIT President and faculty experts
 - Tentpole initiatives
 - Live and virtual programming, including exhibitions
 - Admissions (precollege, undergraduate, graduate)
 - Diverse range of majors across fields reaching far beyond fashion
 - Crisis communications
2. Track effectiveness and ROI on all activities and provide regular, detailed reports on all integrated efforts with actionable recommendations.
3. Stay ahead of trends in social media and make regular recommendations for incorporating all such platforms into any plans and activities.
4. Provide account services management including (but not limited to):
 - Regular (weekly) reports of activities
 - Schedules of production work per campaign

3. **Fee:**
Monthly Agency Fee: \$_____
4. **Indemnification:** The Consultant shall indemnify FIT and its respective affiliates, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the Consultant.
5. **Confidentiality:** All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held in strictest confidence and used only for the purpose of this Agreement. Consultant's submissions to FIT shall not be considered confidential.
6. **Arbitration:** Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in New York, New York in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be the final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.
7. **Entire Agreement:** This Agreement is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.
8. **Effect of Waivers:** The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.
9. **Governing Law:** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.
10. **Non-Assignability:** Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the express, prior written consent of the other Party.
11. **Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
12. **Execution:** This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

RFP C1520 - COMMUNICATIONS AGENCY

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

FOR CONSULTANT:

Signature

Print Name and Title

FASHION INSTITUTE OF TECHNOLOGY:

Sherry F. Brabham, Treasurer

Date

ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONSULTANT

State of New York
County of _____) SS:

On this day of _____ 202__, 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