

**REQUEST FOR PROPOSAL
NOTICE TO AGENCIES
FASHION INSTITUTE OF TECHNOLOGY
UNDERGRADUATE RECRUITMENT PUBLICATIONS/COMMUNICATION
DESIGN SERVICES
RFP#C1702**

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

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

Each proposal must be sent in digital and hard copy and identified, on the outside of the envelope, with the name and address of the agency and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

**“PROPOSAL FOR UNDERGRADUATE RECRUITMENT
PUBLICATIONS/COMMUNICATION DESIGN SERVICES:
TO BE OPENED ONLY BY AUTHORIZED OFFICIAL" and
"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 October 27, 2025 will be considered.

SECTION ONE -- PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date: September 25, 2025

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

Last Day for Receipt of Written Questions October 3, 2025

Response to Questions Date: October 13, 2025

Proposal Due Date: On or before October 27, 2025, at 1:00pm

*Presentations/Interviews: *TBD

Selection of Consultant: January 2026

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

II. INTRODUCTION

- A. 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 8,000 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 the AAS, BFA, BS, MA, MFA, and MPS degrees. It has expanded internationally with locations in Florence and Milan, Italy, and Songdo, South Korea, and four of our degree programs are offered entirely online. Through the Center for Continuing and Professional Studies (CCPS), the college offers an extensive array of courses and non-credit certificate programs, serving adult and precollege (high school and middle school students) learners. Additionally, The Museum at FIT (MFIT), founded in 1969, attracts more than 100,000 visitors annually to the college’s Manhattan campus to view its world-renowned special exhibitions and displays of its extensive collections.
- B. FIT’s recruitment marketing materials must be a visible representation and articulation of the college’s strategic goals and priorities. Developed in coordination with the college’s visual identity, these materials must reflect and 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 courses, programs, and co-curricular opportunities (precollege, undergraduate, graduate, adult learners)
3. is an educational authority for the creative economy
4. has a breadth and depth of expertise and capabilities beyond fashion, combining practical and creative training with a complete liberal arts grounding
5. is an affordable option for students due to being part of the State University of New York (SUNY) education system, and offers a complete undergraduate college experience

The spirit of FIT's brand position — Unconventional Minds at Work — must be captured in our recruitment materials and reflect a community of diverse, uncommon educators and learners who work to find unexpected solutions to the world's challenges. As a sophisticated design school, FIT must produce publications that are visually compelling and not "typical" within the realm of college recruitment marketing materials. They must reflect the creative and innovative enterprise that is FIT and distinguish us from our peer institutions.

III. THE ASSIGNMENT

FIT's Division of Communications and External Relations, in partnership with the Office of Admissions, looks to create compelling, branded designs for the college's undergraduate admissions Viewbook, companion leave-behind Road Piece, and Viewbook website by Fall 2027 that:

- Target an audience of prospective students (ages 16-21) and their adult influencers in the competitive landscape of higher education
- Encourage prospective students to visit, apply to, and ultimately enroll at FIT
- Interpret FIT in a fresh and persuasive way
- Reflect FIT brand elements and visually integrate with the fitnyc.edu website

In addition, we seek to adapt all content from the printed Viewbook into a freestanding, user-friendly website that maintains a complementary look and feel to the print version, to be begin once the printed Viewbook has been completed and published within 3 months. FIT will provide final source and PDF files of the printed Viewbook. This site should be visually aligned with the printed materials while being optimized for web performance and accessibility. Further:

- It will reflect aspects of the design of the current website, fitnyc.edu
- It will meet the latest web accessibility standards, as defined by FIT's Accessibility Officer
- It will be built in FIT's CMS Omni's Modern Campus (preferred) or WordPress
- All third-party apps will meet security requirements, as defined by FIT's IT department.

- The designer will work with FIT's Digital Team during the buildout and train team how to update and maintain the site after launch
- The designer will provide support for issues and troubleshooting after go-live for a period of one year.

Respondents are asked to:

- Provide separate pricing for the print (Viewbook and Companion Leave-Behind Road Piece) and website (Viewbook) options
- Include a brief outline of your proposed approach to the website version
- Note any efficiencies or cost savings if awarded both print and website components

You may submit pricing for just the print, just the website, or both.

Proposed Engagement Scope:

Option 1: Print Viewbook and Companion Leave-Behind Road Piece

Print scope includes the following for both publications:

- a. Develop creative brief
- b. Interior and Cover Design Concept: minimum of three (3) options
- c. Art direction, including sourcing images from FIT's archives and overseeing dedicated photo shoots
- d. Create layouts – three (3) rounds of proofs
- e. Provide two (2) composed proofs
- f. Produce print-ready layouts

Option 2: Viewbook website

Website scope includes the following:

- a. Build provided content in FIT's CMS Omni's Modern Campus (preferred) or as a WordPress site
- b. Confirm adherence to the latest web accessibility standards and security requirements, as defined by FIT
- c. Train FIT's digital team to update and maintain the site after launch
- d. Provide one (1) year of support for issues and troubleshooting after go-live for a period

Project may utilize FIT writers or freelancers.

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 whether 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 **October 27, 2025 by 1:00pm.** to:

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

Envelopes should clearly be marked:

**PROPOSAL FOR UNDERGRADUATE RECRUITMENT
PUBLICATIONS/COMMUNICATION DESIGN SERVICES
Request for Proposal No. C1702
Due on or before October 27, 2025 by 1:00 p.m.**

- 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 **October 3, 2025, 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 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 five (5) 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 and shall include any description(s) and example(s) of any experience your agency has had in developing recruitment materials, especially for higher education clients.
- H. 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 agency 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, within the last five (5) years.
 - 3. A list of higher education clients, if any, from the past three (3) years, including creative samples for each. (Agencies that do not have higher education clients will be given fair consideration).
 - 4. A list of communication design projects, highlighting print materials, performed for any clients, but specifically include examples of work done for higher education, creative or cultural institutions, and/or non-profit organizations.
 - 5. Indicators of client results as a consequence of services provided including any quantitative data.
 - 6. List with the name, address, telephone, email, and contact person for no fewer than three (3) current clients.
 - 7. If bidding on the website version of the printed Viewbook, a list of communication design projects, highlighting comparable materials, performed for any clients, but specifically include examples of work done for higher education, creative or cultural institutions, and/or non-profit organizations.
- 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 the agency in the past five (5) years.
- L. Proposer may include any further information concerning the company or its abilities

- that would add to FIT's assessment of the agency, including relevant experience in designing educational and/or institutional products or services such as (but not limited to) a description of value-added arrangements, unique business features, special services, or conditions for consideration; and a description of any specialized work performed for higher education, non-profit organizations, creative or cultural institutions, and/or fashion, design or related businesses.
- M. Proposer shall include a fee proposal for the work outlined in this RFP.
- N. The Proposer should include a detailed proposal for line item fees for all services such as production, creative services, 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. Proposals should include but not be limited to the following:
1. A breakdown of the staff, job title, and brief bio of those who will be assigned to these projects and their billable rate, and the amount of time assigned.
 2. Hourly studio rates for all related production services beyond the scope of work detailed in the proposed engagement scope.
 3. A statement for reimbursement of expenses and disbursements
 4. 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 personal 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. 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 materials created by Consultant, its partners, and/or its sub-contractors used in fulfilling its Services to FIT.

Option 1: Print Viewbook and Companion Leave-Behind Road Piece

Print scope includes the following for both publications:

- g. Develop creative brief
- h. Interior and Cover Design Concept: minimum of three (3) options
- i. Art direction, including sourcing images from FIT's archives and overseeing dedicated photo shoots
- j. Create layouts – three (3) rounds of proofs
- k. Provide two (2) composed proofs
- l. Produce print-ready layouts

Option 2: Viewbook Website

Website scope includes the following:

- e. Build provided content in FIT's CMS Omni's Modern Campus (preferred) or as a WordPress site
- f. Confirm adherence to the latest web accessibility standards and security requirements, as defined by FIT
- g. Train FIT's digital team to update and maintain the site after launch
- h. Provide one (1) year of support for issues and troubleshooting after go-live for a period

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 that meet the requirements of these specifications:

Option 1: Print Viewbook and Companion Leave-Behind Road Piece

- (1) The Proposer's experience in direct response to the scope, including demonstrated positive track record in all aspects of communications design, particularly in support of higher education, creative, cultural and/or non-profit organizations. **25%**
- (2) The Proposer's creative process development and demonstration of innovative and creative execution of design, especially in support of higher education, creative, cultural and/or non-profit organizations. **30%**
- (3) Evaluation of company's financial stability and reputation, and client references. **10%**
- (4) Price, including value added **20%**
- (5) Interview and presentation **15%**

FIT reserves the right to select finalists based on the highest total scores from criteria one (1) through four (4). If an interview/presentation is required for finalists, FIT will then award the Contract to the Proposer(s) with the highest total scores from criteria one (1) through five (5).

Option 2: Viewbook Website

- (1) The Proposer's experience in direct response to the scope, including demonstrated positive track record in all aspects of communications design, particularly in support of higher education, creative, cultural and/or non-profit organizations. **25%**
- (2) The Proposer's creative process development and demonstration of innovative and creative execution of design, especially in support of higher education, creative, cultural and/or non-profit organizations. **15%**
- (3) The Proposer's experience with either Omni's ModernCampus CMS or WordPress **15%**
- (4) Evaluation of company's financial stability and reputation, and client references. **10%**
- (5) Price, including value added **20%**
- (6) Interview and presentation **15%**

FIT reserves the right to select finalists based on the highest total scores from criteria one (1) through four (5). If an interview/presentation is required for finalists, FIT will then award the Contract to the Proposer(s) with the highest total scores from criteria one (1) through five (6).

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. (Note: FIT anticipates the printed Viewbook and companion leave-behind Road Piece will be completed within 18 months.)

- B. 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.

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 agency and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Each proposal must include printed samples of at least three (3) comparable publications for which Proposer developed concepts, art directed, created layouts, and produced print-ready layouts, as well as URLs for freestanding websites which Proposer developed.
4. 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.
5. Proposals received after the time of the proposal opening will be returned unopened.

B. **No Oral Statements:**

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

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

C. **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 one hundred and twenty (120) 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.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.

M. Contract Award Considerations

1. Vendors may submit proposals for:
Option 1 – Print Viewbook Only
Option 2 – Digital Viewbook Only
Both Options 1 and 2
2. The contract may be awarded for one option, both options, or not at all, depending on what is determined to be in the best interest of the organization. We reserve the right to:
 - a. Award the contract in whole or in part
 - b. Decline to award any contract
 - c. Enter into negotiations with one or more vendors
 - d. The final award will be based on overall value, alignment with project goals, and budget considerations.

N. 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
UNDERGRADUATE RECRUITMENT PUBLICATIONS/COMMUNICATION
DESIGN SERVICES
RFP#C1702

Flat Fee for Undergraduate Viewbook (printed) \$ _____
Flat Fee for Undergraduate Road Piece (printed) \$ _____
Flat Fee for Undergraduate Viewbook (website) \$ _____
Estimated out-of-pocket expenses (reimbursed upon approval)

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: _____

Federal ID#: _____

E-mail: _____

Date: _____

IMPORTANT: This proposal analysis sheet is the only pricing format acceptable. Agency 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 Design agency with experience in publication design to design, art direct, layout, and produce print-ready layouts for an undergraduate viewbook and companion leave-behind road piece, as well as an optional website version of the printed viewbook.

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.

1. **Term:** The effective date of this Agreement shall be **TBD**. 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 up to three (3) components (“Services”) for the Proposer(s) to 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.

Flat Fee for Undergraduate Viewbook	\$ _____
Flat Fee for Undergraduate Leave-Behind	\$ _____
Flat Fee for Undergraduate Viewbook (website)	\$ _____
 - B. **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.

- C. Ownership of Work Product:** Consultant agrees that with respect to all materials, prepared created or made pursuant to the Services rendered under this Agreement, whether tangible work products, including without limitation notes, material, documentation, strategic analysis and tangible system deliverables (the “Materials”), said Materials shall be deemed a “work made for hire” as defined in Section 101 of the Title 17 of the United States Code pertaining to the Copyright Act of 1976. Consultant further agrees that FIT shall own the copyright in and to the Materials and may use and exploit them in its sole discretion. In the event that the Materials or any component of the Materials are not a “work made for hire”, Consultant hereby assigns all right, title and interest in and to the Materials and all derivative rights therein to FIT and the unqualified right to use the Materials in whole or in part, in FIT’s sole discretion, throughout the world in all languages and to reproduce the Materials in any medium now known or hereafter developed.
- D. 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.
- E. Publicity:** Consultant may verbally make use of its association with FITT arising either from discussions leading to this Agreement or from the Agreement itself for publicity, advertising, marketing or other purposes. Consultant may not distribute or make public any press releases, brochures or other advertising materials without the express written approval of FIT and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval.
- F. 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.
- G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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. **Acknowledgement 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.
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

**TITLE: RFP #C1702 – UNDERGRADUATE RECRUITMENT
PUBLICATIONS/COMMUNICATION DESIGN SERVICES**

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

FOR CONSULTANT:

Signature

Print Name and Title

ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONSULTANT

State of New York
County of _____) SS:

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

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

Notary Public

FASHION INSTITUTE OF TECHNOLOGY:

Sherry F. Brabham, Treasurer

Date