

**REQUEST FOR PROPOSAL
NOTICE TO AGENCIES
FASHION INSTITUTE OF TECHNOLOGY
FIT FOUNDATION - PLANNED GIVING CONSULTANT
RFP#-C1693**

The Fashion Institute of Technology (FIT) is ONLY accepting electronic RFPs.

Only those proposals emailed to purchasingbids@fitnyc.edu and received, on or before, 1:00 PM, December 5, 2025, will be considered.

FIT will not be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will not be considered nor returned.

ATTACHMENT A
CONTRACTOR REFERENCE SHEET
FASHION INSTITUTE OF TECHNOLOGY
FIT FOUNDATION – PLANNED GIVING CONSULTANT
RFP#C1693

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

SECTION ONE -- PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date:	November 7, 2025
Last Day for Receipt of Written Questions	November 17, 2025 at 1:00pm

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

Response to Questions	As soon as practical
Proposal Due Date:	On or before December 5, 2025 at 1:00pm
*Presentations/Interviews:	<i>TBD</i>
Selection of Consultant:	Mid-late January 2026 Subject to evaluation and approval process
Commencement of Work:	Upon contract signing

*The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled. If required vendor will be notified of the date and format.

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 learners and high school students. 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.

III. THE ASSIGNMENT

The *FIT Foundation* is seeking a highly qualified planned giving consultant or agency to design, launch, and guide the implementation of the organization's **first comprehensive planned giving program**. The goal of this engagement is to establish the framework, policies, and tools needed to position planned giving as a central component of the Foundation's long-term fundraising strategy, ensuring the continued growth and financial sustainability of FIT.

Because the Foundation does not currently operate a formal planned giving program, the consultant will play a critical role in building this initiative from the ground up. This includes creating the overall strategy, introducing and advising on appropriate giving vehicles as well as reviewing any currently in place (such as bequests, charitable trusts, retirement plan designations, and life insurance gifts), and developing donor education and engagement strategies tailored to FIT's constituency.

The consultant will collaborate closely with FIT Foundation leadership and the FIT finance department to:

- **Program Design and Infrastructure:** Develop the structure, policies, and procedures required to establish a formal planned giving program.
- **Strategic Planning:** Provide a roadmap for phased growth of planned giving efforts, with clear short- and long-term goals.
- **Donor Engagement:** Design strategies to educate, identify, and cultivate prospective planned giving donors while stewarding future legacy supporters.
- **Training and Capacity Building:** Equip staff, board members, and volunteers with the knowledge and tools to effectively discuss planned giving with donors.
- **Compliance and Oversight:** Ensure the program is developed in accordance with legal, regulatory, and institutional requirements, with clear documentation and risk management protocols.
- **Sustainability:** Recommend systems for marketing, tracking, recognition, and stewardship to ensure the program grows into a permanent, impactful pillar of the Foundation's fundraising efforts.

This assignment represents an opportunity to establish a transformative new area of philanthropy for the FIT Foundation. The consultant's expertise will provide the strategic guidance and technical foundation necessary to build a robust and enduring planned giving program from inception.

IV. PROPOSAL REQUIREMENTS

All Proposers shall meet the following requirements and furnish all necessary information with the Proposal. **Submit one complete hard or digital copy of your Proposal.** 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.

Each proposal must be sent electronically in PDF format to purchasingbids@fitnyc.edu and include all required information as outlined below.

- 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 **December 17, 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 expertise in the planned giving sector, including a core business process for staying current with planned giving vehicles and programs and industry best practices, and shall include any description(s) and example(s) of any experience your agency has had in developing such programs and campaigns.
- 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 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 advertising campaigns (both print and digital), communications programs, and/or media placements, including social media, digital, print, and non-traditional platforms, performed for any clients, but specifically including examples of work done for planned giving in 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. Samples of how agency reports on results of planned giving plans once implemented, including ROI, tracking of online media, other data sources, etc.
 - 7. List with the name, address, telephone, email, and contact person for no fewer than three (3) current clients (**Attachment A**).
- I. 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.
- J. List of any recognized industry awards received by the agency in the past five (5) years.

- K. 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 marketing 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 such as innovative donor outreach strategies, e.g. personalized messaging, strategic direct mail campaigns, integrated omni-channel marketing strategies that adjust to donor demographics, or other strategies that focus on legacy and reach target demographic of planned giving constituent base ; 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.
- L. Proposer shall include a fee proposal for the work outlined in this RFP based on FIT's current overall.
- M. The Proposer should include a detailed proposal for line-item fees for all services such as retainers, commissions, 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. 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, and an estimate of any costs that would fall outside those covered by the retainer, including work overages caused by unanticipated new campaigns.
 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. Hourly studio rates for all related production services.
 4. A statement for reimbursement of expenses and disbursements including regular mark-up practices.
 5. A specific definition and meaning of the terms related to the proposed method of payment.
 6. A proposed billing schedule.
- N. 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).
- O. Proposals must be signed. Proposals must be completed in Proposer's legal name, and must be signed by a personal authorized to do so.
- P. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.

- Q. 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.
- R. 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.
- S. Bid Security, Performance, and Payment Bonds are NOT required for this Contract.

V. SCOPE OF SERVICES

- A. Specifically, the assignment includes six (6) components ("Services") for the Proposer(s) to which 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.

The planned giving consultant or agency will be responsible for building the FIT Foundation's planned giving program from the ground up. The scope of work will include, but is not limited to, the following:

1. Program Assessment and Benchmarking

- Review the Foundation's current fundraising practices, donor base, and giving trends to identify planned giving potential.
- Benchmark against peer institutions and industry best practices to shape program design.

2. Program Development and Strategy

- Design a comprehensive planned giving strategy tailored to FIT Foundation's mission, donor demographics, and long-term fundraising goals.
- Recommend a suite of appropriate planned giving vehicles (e.g., bequests,

charitable remainder trusts, retirement account designations, life insurance policies).

- Establish policies, guidelines, and procedures to govern the program.

3. Donor Engagement and Marketing

- Develop a communications and marketing plan (print, digital, and event-based) to promote planned giving opportunities.
- Create donor-facing materials (brochures, web content, sample bequest language, FAQs) that clearly explain options and benefits.
- Advise on recognition strategies for legacy donors (e.g., legacy society creation).

4. Training and Capacity Building

- Conduct training sessions for Foundation staff, Board members, and key volunteers to ensure comfort and fluency in discussing planned giving.
- Provide talking points, scripts, and case studies to aid donor conversations.

5. Compliance and Risk Management

- Ensure program design aligns with legal, financial, and regulatory requirements.
- Advise on gift acceptance policies and internal procedures to protect both the donor and the Foundation.

6. Systems and Sustainability

- Recommend systems for tracking and reporting planned gifts (in coordination with existing CRM tools).
- Provide a framework for ongoing stewardship, recognition, and long-term cultivation of planned giving donors.

Deliverables

At the conclusion of the engagement, the consultant will provide the FIT Foundation with:

- **A comprehensive planned giving program strategy and implementation roadmap.**
- Written **policies and procedures**, including gift acceptance guidelines, compliance protocols, and staff/board roles.
- **A suite of donor-facing materials**, including planned giving web content, sample gift

language, brochures, and other collateral.

- A **communications and marketing plan** for promoting planned giving to key constituencies.
- A **training program and toolkit** for staff, board members, and volunteers.
- Recommendations for **tracking systems and reporting tools** to manage and steward planned gifts.
- A **final report and presentation** summarizing the program design, key recommendations, and next steps for long-term sustainability.

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:

- (1) The **Proposer’s experience** in direct response to the scope, including demonstrated positive track record in all aspects of planned giving in support of higher education, creative, cultural and/or non-profit organizations. **25%**
- (2) **The Proposer’s creative process development**, and demonstration of data-driven prospect identification, direct mail, donor surveys, email marketing and estate planning information for donors 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%cost**

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).

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 planned giving plans are approved, implementation is required.

- 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.

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 PDF format to purchasingbids@fitnyc.edu and identified on the email subject, project name and number
3. Proposers are responsible to make certain that proposals are emailed to purchasingbids@fitnyc.edu before the time of the proposal due date. 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 due date will not be considered.

B. **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 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;
 - a. Proposer does not provide information or documents required;
 - b. Proposer does not submit the proposal security as required (if applicable);
 - a. Proposer misstates or conceals any material fact in the proposal;
 - a. The proposal is conditional;
 - b. The proposal prices are not in ink;
 - c. The proposal contains prices that are unbalanced; and/or
 - a. 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. 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
RFP# C1693 - PLANNED GIVING CONSULTANT

Your proposal should include one or more of the following options:

Fixed fee by phase: \$ _____

A flat fee for each defined phase of work

Monthly retainer: \$ _____

A consistent monthly fee that includes a defined scope of work and number of consulting hours

Hourly rate: \$ _____

Your hourly rate, along with an estimate of total hours along with a monthly or project based not to exceed amount

For each option, please specify what is included in the fee (e.g., meetings, material, travel, reports)

All proposed fees should include expected expenses. Any ancillary or out of pocket costs must be itemized and pre-approved before being incurred.

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
TO BE SIGNED UPON AWARD

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

WHEREAS, it is the desire of the Fashion Institute of Technology to retain the services of a planned giving consultant to the FIT Foundation.

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 determined upon execution by both parties. The Agreement may, however, be terminated at any time by either party giving thirty (30) days' notice in writing to the other party.

1. **Services by Consultant:** Specifically, the assignment includes five 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.

1. **Expertise in Financial Instruments**

- a. Education on Financial Instruments: Provide training on various planned giving options, including bequests, charitable remainder trusts, and gift annuities, to staff and board members.

2. **Strategic Program Development**

- a. Program Design: Develop a tailored planned giving program that aligns with our Foundation's mission and goals.
- b. Marketing Strategy: Create marketing materials and educational resources to inform potential donors about planned giving options and benefits.

3. **Donor Relationship Management**

- a. Engagement Strategies: Design personalized planned giving communication plans to engage potential planned giving donors

effectively.

- b. Relationship Building: Assist in establishing and nurturing relationships with current and prospective donors to foster long-term commitment.

4. Long-Term Financial Sustainability

- a. Revenue Forecasting: Analyze potential revenue from planned gifts and provide recommendations for budget planning.
- b. Sustainability Strategies: Develop strategies to ensure a steady stream of income from planned giving initiatives.

5. Compliance

- a. Legal Compliance: Ensure that all planned giving practices adhere to relevant laws and regulations of New York State.

B. Fee:

Fixed fee by phase \$ _____

Monthly retainer \$ _____

Hourly Rate \$ _____

C. 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.

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. 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.

F. 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.

- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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 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 #C1693 – PLANNED GIVING CONSULTANT

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 _____
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

**Sherry F. Brabham,
Chief Financial Officer, FIT Foundation**

Signature

Date