

**REQUEST FOR PROPOSAL
NOTICE TO FIRMS
FASHION INSTITUTE OF TECHNOLOGY
STRATEGIC PLANNING CONSULTING SERVICES**

RFP# C1742

FIT is ONLY accepting electronic scanned bids for the subject project.

You must email your bid to the Purchasing Office at **purchasingbids@fitnyc.edu** in PDF format and it should include all the requested documents.

Each proposal must be identified, with the name and address of the firm and designated as proposal for the project titled above.

The Fashion Institute of Technology will not be responsible for receipt of proposals which do not comply with these instructions. Late proposals will not be opened

Only those proposals received at FIT Purchasing Office on or before 12:00 PM on May 18, 2026 will be considered.

I. SCHEDULE

RFP Release Date:	May 27, 2026
Written questions may be submitted to Purchasing Office via email to: Purchasingbids@fitnyc.edu . Answers will be provided in the form of an Addendum and be posted on the FIT purchasing department website. https://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php	
Last Day for Receipt of Written Questions	April 15, 2026, 12:00 PM
Response to Questions Date:	Approx. a week after questions due date
Proposal Due Date:	On or before May 18, 2026, 12:00 PM
*Presentations/Interviews:	Week of June 1, 2026
Selection of Consultant:	Week of June 15, 2026
Commencement of Work:	Within 10 days of Award

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

II. INTRODUCTION

Purpose: Fashion Institute of Technology (FIT), part of the State University of New York system, is seeking proposals from qualified firms or consultants to facilitate the development of a 5-year strategic plan. It is a time of great disruption and opportunity in higher education and the creative fields - and the businesses, non-profits and policies that make up the creative economy. As a uniquely positioned higher-education institution in New York City - one of the world's great creative capitals - FIT must and will lead in partnership with industry and government to bring the next generation of the creative economy into thriving life.

Mission and Background of FIT

As the premier public creative and creative business college in America, located in a world cultural capital, FIT prepares students for professional excellence in design and business through rigorous and adaptable academic programs, experiential learning, and innovative partnerships. A premier public institution in New York City, FIT fosters creativity, career focus, and a global perspective and educates its students to embrace inclusiveness, sustainability, and a sense of community. FIT offers over 60 programs - short term credit certificates and Associate, Bachelor's and Master's degrees alongside noncredit opportunities for adults and youth through the Center for Continuing and Professional Studies and PreCollege. In addition, FIT's public support allows it to charge very affordable tuition compared to its peers, creating access to a world-class education for all.

FIT promotes creativity and experimentation through robust industry connections, interdisciplinary collaborations, and hands-on learning opportunities. FIT attracts a talented and diverse student body from around the globe and across the U.S. who develop critical reasoning and problem-solving skills highly attractive to employers. FIT graduates become full-time professionals at small or large employers, while

others work on a freelance basis or become entrepreneurs, developing products or artwork all their own. FIT graduates pursue careers in many fields, landing at organizations ranging from design firms to global retailers to galleries and media outlets, often right here in New York City. Some enter graduate school to become educators, lawyers or continue to refine their artistic craft in an MFA program.

Previous strategic planning goals, developed pre-COVID, sought to:

- Adopt a culture of flexible and dynamic learning;
- Stake FIT's claim as an innovation leader and industry collaborator within the areas of art, design, science, and business;
- Partner with the creative industries to further the creation of digital tools, processes, and platforms; and
- Cultivate an inclusive and collaborative community of lifelong learners where access, connection, curiosity, risk-taking, and respect are valued.

Current Context

FIT is seeking to develop evidence-based strategies to address significant headwinds in the creative industries and higher education, and seize opportunities in the market given our unique position as a publicly funded school in a world creative capital.

FIT has many strengths to capitalize on which include:

- Located in NYC, the epicenter of the artistic and creative industries including advertising, independent artists and art dealers, film and video, applied design, fashion, communications, product development and more
- Faculty at FIT faculty have extensive professional experience, enriching classrooms with - simulations, cutting-edge business practices, guest speakers, etc)
- Affordable tuition that fuels access and increases economic mobility - FIT students graduate with high repayment rates and low debt, with repayment rates far exceeding the national and NYS averages
- Small class sizes affording more opportunities for students to develop connections with faculty and peers from the first semester onward
- Industry-relevant academic programs that meet high national standards for art, design and business education (NASAD and ACBSP accreditation)
- Facilities to support technical learning and campus engagement including residence halls, special Library collections, exhibition space, student center, specialty labs and studios, D-Tech, The Museum at FIT
- Supports and services to help students reach the finish line, resulting in above average persistence and graduation rates
- Students graduate with not only technical proficiency, but with essential critical reasoning, information literacy, teamwork and civic engagement competencies needed not just for academic success, but for personal and professional success
- Through operations, student spending, and alumni impact FIT adds \$1.5 billion yearly in income to the New York City economy (equivalent to supporting more than 11,000 regional jobs).

At the same time, FIT must be prepared to address significant institutional and market challenges:

- Declining public confidence in higher education and increased demand to demonstrate return on investment (ROI)
- Recruitment challenges including a shrinking pool of high school graduates, declining international enrollment, and changing student preferences for academic programs and career paths
- Rising operating costs coupled with needs to upgrade facilities while becoming more environmentally sustainable
- Increased demand for comprehensive data analytics and forecasting to be a more agile organization
- Rising numbers of students facing mental health and economic challenges
- A changing labor market which include AI advancements and diminished opportunities for internships and entry-level positions

This plan should serve as both an opportunity for us to dream the future of the creative and creative business fields collectively, and a roadmap for enhancing FIT’s brand identity to promote differentiation, reduce barriers to timely completion, boost recruitment, modernizing curriculum and facilities. It needs to be rooted firmly in FIT’s mission and values and considers our unique offerings and position while keeping student success and equity centerstage.

III. SCOPE OF WORK (SOW)

The consultant is expected to deliver an actionable, measurable strategic plan, working hand in hand with an institutional strategic plan steering committee to complete the following tasks in ten months in a comprehensive and inclusive manner, ensuring diverse perspectives are included:

Phase I: Discovery & Assessment - Summer-early Fall

- Conduct a comprehensive internal scan of internal data:
 - Quantitative trends (recruitment, enrollment, student experience, student outcomes, workforce outcomes)
 - Qualitative insights from stakeholders (students, faculty, staff, administrators, Board of Trustees, alumni)
- Conduct a rigorous external environmental scan:
 - National/regional data on the economy, technology, benchmarking, political and regulatory climate
 - Qualitative insights from external stakeholders including educational partners, local government, and community leaders
 - Comprehensive feedback on what industry leaders and employers need a wide number of fields touched by FIT’s programs
- Using results from the scan, prepare a comprehensive Strengths, Weakness, Opportunities and Threats (SWOT) analysis and present to stakeholders

Phase II: Strategic Framework - Late Fall

- Facilitate sessions to review/revise our mission, vision and values, and define 3-5 strategic goals with measurable outcomes based on the SWOT analysis
- Collect feedback from FIT community

Phase III: Implementation Planning - Winter/Spring

- Develop action steps to achieve each goal, resource requirements,
- Develop a framework for implementation that includes mechanisms for annual review, assessment and budgeting
- Collect feedback from FIT community

Phase IV: Final Deliverables - by April 15, 2027

- A fully formed strategic plan document with an implementation roadmap

IV. DELIVERABLES

It is expected that the consultant will provide a conclusion summary for each of the elements included in the above-stated Scope of Work. The content from these summaries should be embedded into the actual strategic plan that should include the following sections:

- **Executive Summary** – summary of the institution’s strategic planning framework and objectives.
- **Strategic Planning Methodology** – the methodologies and processes used to develop the strategic plan.
- **Vision and Values** – the institution’s mission, vision, and values. This section should include information about FIT’s history to the extent that it informs the strategic priorities going forward.
- **Market Analysis** – overview of the environmental scan and other critical success factors that informed the development of the strategic plan. This section should include an overview of benchmarking data analysis and a SWOT (strengths, weaknesses, opportunities and threats) analysis.
- **Strategic Goals** – list of strategic goals, deliverables, and the timeline.
- **Performance Management** – outline of the performance management and measurement plan that will track strategic goals versus progress.
- **Appendix** – can include information that supports each of the above sections, as applicable.

V. PROPOSAL REQUIREMENTS AND FEE PROPOSAL

All Proposers shall meet the following requirements and furnish all necessary information with the Proposal. FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to purchasingbids@fitnyc.edu in PDF format and it should include all the requested documents. 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.

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

Firm shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.

FIT is **ONLY** accepting electronic scanned bids for the subject project. Proposals shall be submitted on or before **May 18, 2026, 12:00 p.m.** to:

Sam Li
Director of Procurement Services
Fashion Institute of Technology
Email: purchasingbids@fitnyc.edu

PDF Documents should clearly be marked:
Strategic Planning Consulting Services
Request for Proposal No. C1742

- 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 **April 15, 2026, no later than 12:00 PM**. Answers will be provided in the form of an Addendum and be posted on the FIT purchasing department website.
<https://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>
- 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. 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).
- G. Proposals must be signed. Proposals must be completed in Proposer's legal name, and must be signed by a personal authorized to do so. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.
- H. 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.
- I. 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.
- J. Bid Security, Performance, and Payment Bonds are NOT required for this Contract

Firm shall provide the following with its Proposal

The proposal should be concise (max. 25 pages, excluding financials) and include the following:

1. Methodology and Management

The following information must be provided:

- a. Methodology and means for collecting stakeholder engagement.
- b. Identification of data sources for assessing external environment.
- c. Understanding of the institution's needs.
- d. Understanding of the current outlook for higher education.
- e. Tools and reference resources that will be used.
- f. Deliverables in addition to the deliverables in section IV.

- g. Identification of the consultants assigned to the project along with their bios and qualifications to complete this project.
- h. Resources needed from FIT to successfully complete this project.
- i. Project plan which includes a timeline and a schedule for project completion.
- j. Any other pertinent information which demonstrates the firm's corporate capability to successfully perform the consulting services.

2. Company Overview & Qualifications

- a. Documentation that the firm has been doing business related to Strategic Planning, preferably in Higher Education, for a minimum of five (5) years immediately prior to the date of this RFP. An additional interest is for the firm to also show experience in consumer goods primarily in the fashion and retailing industries.
- b. An overview of the firm, including a description of the services provided.
- c. A list of other colleges and universities or other companies where similar projects have been completed. Include detailed information for a minimum of at least three (3) references in higher education.
- d. Resumes of key personnel
- e. An explanation of what differentiates your firm from other vendors who perform the same kind of work.
- f. Demonstration of financial viability, as evidenced by documents such as financial statements, balance sheets, and income and expenditure statements for the prior two (2) fiscal years and good credit rating with at least one (1) major financial institution.

3. Timeline

- Proposed schedule with milestones

4. Budget

- Detailed cost proposal, including fees for labor, materials and expenses

VI. EVALUATION CRITERIA

A. A committee will use the following criteria to evaluate the Proposals, which meet the requirements of these specifications.

1. Methodology & Management	35%
2. Qualifications & References	25%
3. Timeline and Budget Competitiveness	20%
4. Presentation/Interviews	20%

B. FIT reserves the right to award the Contract to the Firm with the highest score on criteria 1 through 3 or to interview firms with the highest scores on criteria 1 through 3. In the latter case, FIT will award the Contract to the firm with the highest score on criteria 1 through 4.

VII. TERM

The term of the contract shall be for a ten-month period commencing with the effective date as specified in the notice to commence performance.

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.

PROPOSAL ANALYSIS SHEET FOLLOWS

SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

A. **Proposal Requirements:**

1. 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 emailed to purchasingbids@fitnyc.edu in PDF format.
3. Proposers are responsible to make certain that proposals are received at the FIT Purchasing Department before the time of the proposal deadline. 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 deadline will not be opened.

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. 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.

SECTION THREE – CONTRACT TERMS AND CONDITIONS

A. PERFORMANCE:

1. Contractor shall deliver the goods or perform the work of the Contract subject to all relevant federal, state and local laws.
2. Contractor shall provide copies of all licenses and certificates required for performance of the work within ten (10) days of FIT's written request.
3. When Contractor, its employees, subcontractors and agents are on the FIT campus, they shall be subject to applicable FIT rules and regulations.
4. Contractor shall protect the work site from damage and shall repair at its own cost any damage to property caused by Contractor, its employees, subcontractors or agents.
5. Upon completion of the work of the Contract, Contractor shall leave the work site in a neat and clean condition.

B. WAGE AND HOUR PROVISIONS (if applicable):

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

C. DELIVERY:

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

D. PACKAGING:

1. Goods shall be carefully packed in a commercially reasonable manner.
2. Contractor shall bear all risk of loss or damage in transit. In the event that any goods are damaged in transit, Contractor shall promptly replace such goods upon written

notification from FIT.

E. **TOXIC SUBSTANCES - MATERIAL SAFETY DATA SHEETS (if applicable):** Pursuant to Article 28 of the Labor Law of the State of New York, any manufacturer, importer, producer or formulator of any toxic substance sold for use within the state must provide, upon request, specific information concerning the health hazards and proper handling of such substance. To meet its obligations under the law, FIT requires that Contractor submit prior to issuance of a PO or at the time of delivery a Material Safety Data Sheet for any toxic substance or product containing a toxic substance to be provided pursuant to the Contract.

F. **CONTRACT QUANTITIES:**

1. FIT will indicate in the Specifications whether this is a requirements contract. Estimates of goods or services for a requirements contract shall be used only for RFP analysis and evaluation and not as a guarantee and shall not be incorporated or otherwise read into this Contract other than for such limited purposes. The quantities actually required by FIT may be more or less than estimated.
2. If this is not a requirements contract, FIT reserves the right to increase or decrease the quantity of goods or services up to twenty percent (20%) from those set forth in the Specifications at the unit prices established by contract.

G. **CHANGES IN SCOPE OF WORK:**

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

H. **INSPECTION OF GOODS:**

1. Acceptance of the goods is subject to FIT's inspection and approval.
2. At FIT's option and without prejudice to other remedies at law or in equity, goods failing

to meet FIT's inspection and approval may be accepted subject to an equitable adjustment in price or returned at Contractor's risk and expense.

3. Contractor shall remove rejected goods within five (5) days of notification. Rejected goods left longer than five (5) days shall be deemed abandoned, and FIT shall have the right to dispose of them as its own property.
4. If Contractor fails to promptly replace rejected goods with goods conforming to the Specifications, upon notification, FIT may cancel the Contract and obtain the goods from other sources.
5. Contractor shall reimburse FIT promptly for replacement costs in excess of the price established by Contract. If the replacement cost is less than the Contract price, Contractor shall have no claim for the difference.

I. INSURANCE REQUIREMENTS:

1. Before commencing work on the FIT campus, Contractor shall procure at its own expense all of the insurance required under this section and shall maintain such insurance until the work of the Contract is completed or as specified.
2. Contractors must have Insurers, that are licensed to do business in the State of New York with an A.M. Best rating of "A-", Class 'VII' or better. Insurers will be checked by the NAIC Number provided on the certificate of Insurance on the A.M. Best website. (www3.ambest.com/ratings/entities/search.aspx)
3. Contractor shall submit certificates of insurance required under this section to the FIT Purchasing Department before commencing work on the FIT campus.
4. Types and minimum limits of insurance:
 - a. Workers' compensation insurance as required by New York State Law.
 - b. Employer's liability insurance with a limit of not less than \$500,000.
 - c. Comprehensive general liability with the following minimum limits:

\$2,000,000 general aggregate

\$1,000,000 per occurrence

\$1,000,000 personal injury/advertising injury

\$2,000,000 products/completed operations

aggregate \$10,000 per person medical

payments

Evidence of completed operations coverage shall be provided for a minimum of two (2) years following completion of the work described in this Contract.

Coverage shall include Broad Form Property Damage and Contractual

Liability. The Certificate of Insurance shall evidence the following:

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

5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, nor shall coverage be reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to FIT.
 6. This Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of its employees who are required to be covered by the provisions of the Workers' Compensation Law.
 7. Contractor waives any right of recovery against FIT and additional insured's for any loss or damage covered by any policy of insurance maintained by Contractor in connection with the work of the Contract. Contractor shall obtain from its insurer under any such policy a waiver of all right of recovery by way of subrogation against FIT and additional insured's in connection with any claim of loss or damage covered by such policy.
- J. **PERFORMANCE AND PAYMENT BONDS:** If required in the Specifications, Contractor shall furnish, at no additional cost to FIT, performance and/or payment bonds in the principal sum of the value of the work to be performed under the Contract and issued by a surety company licensed to do business in the State of New York. Such bonds shall be maintained in full force and effect during the term of the Contract and shall insure the full and faithful performance by Contractor of the terms and conditions of the Contract.
- K. **CONTRACTOR'S WORKERS:**
1. Contractor shall provide competent workers for the performance of the work of the Contract.
 2. If, in FIT's reasonable opinion, any worker employed by Contractor is not competent or

otherwise not acceptable, Contractor shall promptly replace such worker.

3. Contractor shall not permit any labor, materials or means whose employment or utilization may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work or similar troubles by workers employed by Contractor, its subcontractors or agents, or by any of the trades working in or about the buildings and premises where work is being performed under the Contract, or by other contractors, their subcontractors or agents pursuant to other contracts. Any violation by Contractor of this requirement may be considered as proper and sufficient cause for declaring Contractor to be in default, and for FIT to take action against Contractor as it deems proper, including cancellation of the Contract.

L. WORK FOR HIRE:

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

M. WARRANTIES:

1. Contractor warrants that any goods shall be new, unused and of current production; merchantable; free from defects in materials, construction and workmanship; in conformity with specifications or samples; delivered free of any security interest or other encumbrance; free of any claim of infringement; fit for their intended use; and conveyed with good and marketable title.
2. Contractor shall take all steps necessary to ensure that manufacturer’s warranties shall run directly to FIT in addition to Contractor or its subcontractor. These warranties shall survive the expiration or termination of this Contract.

N. CONTRACTOR’S GUARANTEE:

1. Contractor shall guarantee all goods provided to FIT against defects in materials, construction and workmanship and shall repair or replace without cost to FIT any goods that become defective or inoperable within one (1) year from date of FIT’s acceptance.
2. If Contractor fails to repair or replace defective goods within thirty (30) days from the date of notice, FIT will have the right to have the goods repaired or replaced by others and charge the cost of the repair or replacement to Contractor.
3. Contractor shall not be responsible for defects caused by FIT’s improper or negligent use provided that Contractor has previously instructed FIT in the proper use of the goods.

O. RENEWAL OF CONTRACT:

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

P. CANCELLATION OF CONTRACT:

1. If Contractor fails to deliver the goods or perform the work pursuant to the Specifications or breaches any provision of the Contract, FIT may terminate this Contract upon written notice

to Contractor. Said notice shall contain the reasons for FIT's intention to terminate the Contract upon a date specified by FIT and give Contractor a reasonable opportunity to cure. If Contractor fails to cure the failure or breach in a manner satisfactory to FIT within the time provided by FIT, the Contract

shall terminate on the date specified by FIT. FIT will thereupon have the right to take over the work of the Contract and to charge Contractor for all expenses incurred relating to the completion of the Contract and liquidated damages, if any, as set forth in the Specifications. If these expenses, including liquidated damages, exceed the amount that would have been due to Contractor, Contractor shall pay FIT the excess. If these expenses, including liquidated damages, are less than the amount that would have been due to Contractor if the Contract had not been canceled, Contractor shall forfeit any claim to the difference.

2. FIT reserves the right to cancel a portion of the work of the Contract and to direct Contractor to continue to perform the remaining work pursuant to the terms of the Contract.
3. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity.

Q. ADDITIONAL GROUNDS FOR CANCELLATION OF CONTRACT:

1. In addition to the grounds set forth in the preceding paragraph, upon the refusal of a person to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof, or of a public authority; or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them

under oath; such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling or submitting RFPs to or receiving awards from or entering into any contracts with FIT, for goods, work or services, for a period of five (5) years after such refusal.

2. Any and all contracts made with FIT by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by FIT without incurring any penalty or damages on account of such cancellation or termination but any monies owing by FIT for goods delivered or work done prior to the cancellation or termination shall be paid.
- R. **INSOLVENCY:** If Contractor becomes insolvent or its property or business is placed in the hands of a receiver or trustee, FIT will have the right, at its sole election, to treat such occurrence as a breach of the Contract and to terminate the Contract upon five (5) days' written notice to Contractor.
- S. **TERMINATION FOR CONVENIENCE:** FIT reserves the right to terminate this Contract for convenience upon thirty (30) days' written notice to Contractor. FIT will pay Contractor on a prorated basis for any goods delivered and accepted or work performed pursuant to the Contract up to the date of termination.
- T. **LIQUIDATED DAMAGES:** Contractor acknowledges that failure to complete performance within the time specified will cause damage and loss to FIT, the precise extent of which shall be difficult to calculate or ascertain; consequently, FIT reserves the right to assess liquidated damages as detailed in the Specifications against Contractor for each day's delay until completion of performance and acceptance by FIT.
- U. **PAYMENT AND RELEASE:**
1. Contractor shall provide complete and accurate billing invoices which shall include the purchase order number assigned by FIT. FIT reserves the right to request reasonable additional supporting documentation.
 2. FIT will effect prompt payment in accordance with FIT procedures and practices.
 3. When partial or progress payments are permitted and subject to FIT's inspection and approval of the work, Contractor may submit requisitions for partial or progress payments for work performed and/or goods furnished as of the date of the requisition, less any amount previously paid to Contractor.
 4. Contractor's submission of a requisition for partial or progress payments and FIT's payment thereof shall not release Contractor from any obligation arising under the Contract.
 5. Contractor's acceptance of final payment under this Contract shall operate as and be a release of FIT from all claims by and any liability to Contractor for anything done or

furnished under the provisions of this Contract.

V. INDEMNITY:

1. To the greatest extent permitted by law, the Contractor shall indemnify and hold harmless FIT, the State University of New York, the Board of Education of the City of New York, and the City and State of New York, their respective affiliates, auxiliary organizations, governing board members, trustees, officers, employees, and agents (the "Indemnified Parties"), from and against any and all claims, damages, liabilities, costs and expenses, including, without limitation, fees and disbursements of counsel incurred by the Indemnified Parties in any action or proceeding between any of the Indemnified Parties and Contractor or between any of the Indemnified Parties and any third party arising out of the delivery or goods or performance of work of this Contract, or by or on account of any act or omission of Contractor, its employees, subcontractors or agents, during the work of this Contract.
2. This provision shall survive the expiration or termination of the Contract.

W. INDEPENDENT CONTRACTOR:

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

X. SUBCONTRACTING:

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

Y. **RECORDKEEPING:** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (collectively, the "Records"). The Records shall be kept for the balance of the calendar year in which they were made and for six

(6) additional years after the completion or cancellation of the Contract. FIT and any other entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

Z. **ASSIGNMENT:**

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

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

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

CC. **GOVERNING LAW:**

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

DD. **ENTIRE AGREEMENT:**

1. This Contract constitutes the entire agreement between the parties. No statement,

condition, understanding or representation, either oral or written, shall be deemed to exist or to bind the parties or to vary any of the terms and conditions herein.

2. This Contract shall not be changed, modified or altered in any manner except by written agreement between the parties executed in the same manner as this Contract.

EE. AFFIRMATIVE ACTION:

New York State Executive Order No. 6, regarding equal employment opportunities, states:

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

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

- FF. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:** FIT encourages the submission of RFPs or proposals by certified minority and women-owned business enterprises.

- GG. CENTURY COMPLIANCE WARRANTY:** New York State 2000 warranty compliance shall apply to all contracts as promulgated by the New York State Office of General Services. Contractor warrants that the products to be provided or systems to be developed are Century Compliant. "Century Compliant" means that the product: (a) is able to process date data accurately-including date data century recognition calculations that accommodate same-century and multi-century formulae and date values (including leap year factors) and date data interface values that reflect the century when used either in a standalone configuration or in combination with other century compliant products used by FIT; and (b) will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year. In addition to any other warranties applicable to this Contract or any remedies otherwise available to FIT, Contractor agrees to promptly repair or replace any products furnished that are not century compliant, provided FIT gives notice within a reasonable time following discovery of such failure.

- HH. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:** Contractor warrants that any and all equipment and material delivered for or to FIT and/or any and all work performed for FIT on its premises shall comply with all requirements of the Occupational Safety and Health Act of 1970, as the same may be amended from time to time, including all regulations adopted pursuant to such Act, and shall comply with all requirements of any applicable health or safety statute or regulation of any state or local government agency having jurisdiction in the location to which such equipment is to be shipped, or such work is to be performed, pursuant to this Contract. The foregoing provision shall not be deemed to limit any other duty of Contractor to comply with statutes, orders, rules or regulations.

I. DATA SECURITY FOR STUDENT RECORDS

1. **Protection of Confidential Data:** Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the College may use the information, but only for the purposes for which the disclosure was made.
2. **Definition: Covered data and information (CDI)** includes paper and electronic student education record information supplied by the College, as well as any data provided by College's students to the Contractor, if any.
3. **Acknowledgment of Access to CDI:** Contractor acknowledges that the Contract allows the Contractor access to CDI.
4. **Prohibition on Unauthorized Use or Disclosure of CDI:** Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of the College (or its students) except as permitted or required by the Contract, as required by law, or as otherwise authorized in writing by the College. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
5. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall return all CDI to the College, or if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide the College with a certificate confirming the date of destruction of the data.
6. **Remedies:** If the College reasonably determines in good faith that the Contractor has materially breached any of its obligations under this Contract, the College, in its sole discretion, shall have the right to require the Contractor to submit to a plan of monitoring and reporting; provide the College with a fifteen (15) day period to cure the breach; or terminate the Contract immediately if cure is not possible. Before exercising any of these options, the College shall provide written notice to the Contractor describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Contractor improperly disclosed personally identifiable information obtained from the College's education records, the College may not allow the Contractor access to education records for at least five years.
7. **Maintenance of the Security of Electronic Information:** Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the College or its students. These measures will be extended by contract to all subcontractors used by Contractor.
8. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Contractor shall, within one day of discovery, report to the College any

use or disclosure of CDI not authorized by this Contract or in writing by the College. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the College.

9. **Indemnity:** To the greatest extent permitted by law, 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.

CONTRACT SIGNATURE PAGE FOLLOWS

**TO BE SIGNED ONLY UPON AWARD OF
CONTRACT**

“EXHIBIT A”

PROPOSAL ANALYSIS SHEET

**CONSULTING SERVICES FOR STRATEGIC PLANNING
RFP # C1742**

DESCRIPTION

COST

All Inclusive proposal for Consultant Services for
Strategic Planning

\$ _____

Important:

There will not be reimbursement for expenses (i.e. travel, lodging, etc.) Proposal must be all inclusive.

Company: _____

(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)

Telephone: _____

Federal ID #: _____

E-mail: _____

Date: _____

IMPORTANT:

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

NOTE:

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

“EXHIBIT B”

CONTRACT

THIS CONTRACT (this “Agreement”) is made and entered into as of the ___ day of _____ 20__ (“Effective Date”) 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 Strategic Planning Consulting Services firm;

WHEREAS, Consultant is expected to deliver an actionable, measurable strategic plan.

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 strategic planning engagement on behalf of FIT

1. **Term:** The effective dates of this Agreement shall be ___ upon award of project. The Agreement may, however, be terminated at any time by either party giving thirty (30) days’ notice in writing to the other party. Following any termination or expiration of this Agreement, FIT shall pay Consultant for all Services provided by Consultant prior to termination and Deliverables accepted and/or retained by FIT.
2. **Services by Consultant:** The Consultant shall be expected to provide the services specifically set forth in the SOW (collectively, the “Services”). In the event of a conflict between any terms set forth in this Agreement with any terms set forth in the SOW, the terms of this Agreement shall prevail unless specifically agreed otherwise in the SOW.

The consultant is expected to deliver an actionable, measurable strategic plan, working hand in hand with an institutional strategic plan steering committee to complete the following tasks in ten months in a comprehensive and inclusive manner, ensuring diverse perspectives are included:

Phase I: Discovery & Assessment - Summer-early Fall

- Conduct a comprehensive internal scan of internal data:
 - Quantitative trends (recruitment, enrollment, student experience, student outcomes, workforce outcomes)
 - Qualitative insights from stakeholders (students, faculty, staff, administrators, Board of Trustees, alumni)
- Conduct a rigorous external environmental scan:
 - National/regional data on the economy, technology, benchmarking, political and regulatory climate
 - Qualitative insights from external stakeholders including educational partners, local government, and community leaders

- Comprehensive feedback on what industry leaders and employers need a wide number of fields touched by FIT's programs
- Using results from the scan, prepare a comprehensive Strengths, Weakness, Opportunities and Threats (SWOT) analysis and present to stakeholders

Phase II: Strategic Framework - Late Fall

- Facilitate sessions to review/revise our mission, vision and values, and define 3-5 strategic goals with measurable outcomes based on the SWOT analysis
- Collect feedback from FIT community

Phase III: Implementation Planning - Winter/Spring

- Develop action steps to achieve each goal, resource requirements,
- Develop a framework for implementation that includes mechanisms for annual review, assessment and budgeting
- Collect feedback from FIT community

Phase IV: Final Deliverables - by April 15, 2027

- A fully formed strategic plan document with an implementation roadmap

DELIVERABLES

It is expected that the consultant will provide a conclusion summary for each of the elements included in the above-stated Scope of Work. The content from these summaries should be embedded into the actual strategic plan that should include the following sections:

- **Executive Summary** – summary of the institution's strategic planning framework and objectives.
- **Strategic Planning Methodology** – the methodologies and processes used to develop the strategic plan.
- **Vision and Values** – the institution's mission, vision, and values. This section should include information about FIT's history to the extent that it informs the strategic priorities going forward.
- **Market Analysis** – overview of the environmental scan and other critical success factors that informed the development of the strategic plan. This section should include an overview of benchmarking data analysis and a SWOT (strengths, weaknesses, opportunities and threats) analysis.
- **Strategic Goals** – list of strategic goals, deliverables, and the timeline.
- **Performance Management** – outline of the performance management and measurement plan that will track strategic goals versus progress.

- **Appendix** – can include information that supports each of the above sections, as applicable.

3. **Compensation:** Payment in consideration of this Agreement shall be in the amount set forth in the SOW and such consideration (i.e., professional fees and expenses) shall be invoiced by Consultant and paid by FIT as set forth in the SOW. FIT shall be responsible for any sales, use, excise or similar taxes as required by law, if any, which may be assessed on Deliverables or Services at any time (excepting taxes on Consultant's net income). FIT agrees that Consultant's fees and expenses do not include such taxes, and any such taxes paid by Consultant on FIT's behalf will be added to the invoice and reimbursed or, in lieu thereof, FIT will provide Consultant with a certificate acceptable to the taxing authorities exempting FIT from any obligation to pay these taxes. In no event shall FIT withhold such taxes from the professional fees and expenses payable to Consultant under the terms of this Agreement or the compensation schedule set forth in the SOW.
4. **Indemnification, Warranties and Limitations on Liability:** To the greatest extent allowed by the law the Consultant shall indemnify FIT and its respective affiliates, officers, governing board members and employees, and hold them harmless against any and all third party claims and all liability, loss, damages, costs and expenses, including reasonable attorney's fees, arising directly there from 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 the Services provided by Consultant, but only to the extent directly and proximately caused by the negligence or willful misconduct of Consultant in its delivery of the Services.

CONSULTANT WARRANTS THAT IT WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH AND IN A PROFESSIONAL MANNER. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Except with respect to any claims arising from the confidentiality or indemnity obligations hereunder, no party hereto shall be subject to any: (i) actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services performed pursuant to the SOW in an amount in excess of the total fees payable to Consultant under the SOW; or (ii) consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

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. **Non-Exclusivity:** Except with respect to those competitors of FIT specifically set

forth in Schedule A (“Competitors”), which is attached hereto and incorporated herein by reference (which Consultant shall at no time during the Term hereof provide services to similar to those contemplated in the SOW), subject at all times to its confidentiality obligations hereunder (which shall remain in full force and effect in the manner contemplated herein), this Agreement shall not preclude or limit in any way the right of Consultant to: (i) provide consulting or other services of any kind or nature whatsoever to any individual or entity as Consultant in its sole discretion deems appropriate; or (ii) develop for itself or for others, materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables.

7. **Ownership of Work Product:** Except with respect to any Consultant Technology contained therein or associated therewith (which shall remain the sole and exclusive property of Consultant) and subject at all times to FIT’s full and final payment of all fees and expenses associated therewith (as reasonably agreed by the parties and set forth in the SOW), Consultant agrees that: (i) with respect to all materials first 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 (collectively, the “Deliverables”), said Deliverables 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; and (ii) FIT shall own the copyright in and to the Deliverables and may use and exploit them in its sole discretion (subject to its continued fulfillment of its obligations with respect to any Consultant Technology licensed hereunder). Except with respect to any Consultant Technology contained therein or associated therewith (which shall remain the sole and exclusive property of Consultant) and subject at all times to FIT’s full and final payment of all fees and expenses associated therewith (as reasonably agreed by the parties and set forth in the SOW), in the event that the Deliverables or any component of the Deliverables are not a “work made for hire”, Consultant hereby assigns all right, title and interest in and to the Deliverables 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 (subject to its continued fulfillment of its obligations with respect to any Consultant Technology licensed hereunder), throughout the world in all languages and to reproduce the Deliverables in any medium now known or hereafter developed. For purposes of this Agreement, “Consultant Technology” shall include all pre-existing and/or independently developed concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, tools, sequences, interfaces, screen designs, routines, logic and utilities created, acquired or otherwise obtained by Consultant (“Consultant Technology”). Subject at all times to FIT’s full and final payment of all fees and expenses for all Deliverables associated therewith (as reasonably agreed by the parties and set forth in the SOW), to the extent any Consultant Technology is contained in or associated with any Deliverables and use of such Consultant Technology is necessary to utilize the Deliverables in the manner contemplated under the applicable SOW, Consultant shall grant to FIT a non-exclusive, royalty-free, worldwide, perpetual, nontransferable license to use, for FIT’s internal business purposes, any such Consultant Technology.
8. **Arbitration:** In the event of disputes between the parties arising from or concerning in any manner the subject matter of this Agreement or the relationship between the parties created by this Agreement, the parties will first attempt to resolve the dispute through good faith negotiation. In the event that the dispute cannot be resolved through good faith negotiation, the parties will refer the dispute to mutually acceptable mediator in the State of New York. In the event that dispute(s) between the parties arising from or concerning in any manner the subject matter of this Agreement

cannot be resolved through good faith negotiation and mediation, the parties will refer the dispute to the American Arbitration Association for resolution through binding arbitration by a single arbitrator pursuant to the American Arbitration Association's rules applicable to commercial disputes.

9. **Publicity:** Consultant may make use of its association with FIT arising under this Agreement for publicity, advertising, marketing or other similar purposes (such as listing FIT in client lists or using FIT as a client reference) only after first obtaining the express written approval of FIT (which shall not be unreasonably withheld) and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval. Notwithstanding the foregoing, it is understood and agreed by the parties that FIT shall at all times have sole discretion in determining the authority, if any, that Consultant shall have to utilize any logo or trademark of FIT with respect to any publicity, advertising or marketing efforts of the variety contemplated in the foregoing sentence. The parties mutually acknowledge and agree that no press release or similar material shall be considered for approval by FIT for release prior to the successful conclusion (as deemed by FIT in its sole reasonable opinion) of all work contemplated to be performed by Consultant pursuant to the MOU.
10. **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.
11. **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.
12. **Governing Law:** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law provisions.
13. **Non-Assignability:** Except as provided below, 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. Notwithstanding the foregoing, the parties hereby agree that either party may, without the prior written consent of the other party, assign any or all of its rights or obligations hereunder to (i) any of its affiliates or subsidiaries, or (ii) any third party that has acquired all or substantially all of the assigning party's assets as a successor to its business.
14. **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.
15. **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.

[END OF
PAGE]

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

To Be Signed Only Upon Award of Contract

Title: RFP C1742 – Strategic Planning Consulting 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, VP of Finance and Administration

Date