

# **FASHION INSTITUTE OF TECHNOLOGY**

## **REQUEST FOR PROPOSAL (RFP)**

### **Notice to Firms**

#### **FIT SPONSORSHIP AGENCY 2023**

#### **RFP# C1596**

FIT is **ONLY** accepting electronic scanned bids for the subject project. You must email your bid to [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) in PDF format and it should include all the requested documents (See Exhibit A – Bid Checklist). The Electronic Scanned Bid must be received by **August 15, 2023, on or before 1:00 P.M.** Bid results are not official until each package has been fully reviewed.

Proposals must include the entire package for the above work located on the FIT campus.

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

Only those proposals received at FIT Purchasing Office, on or before 1:00pm on August 15, 2023 will be considered.

All proposers shall meet the following requirement and furnish all necessary information with the 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 requirement of the RFP and/or 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 submission in any way, with or without prior notice. Absent affirmative assertion, FIT reserves such right to use.

**EXHIBIT A**  
**Bid Checklist**  
**Fashion Institute of Technology**  
**FIT Sponsorship Agency**  
**RFP Number C1596**

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

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- ☐ Did you complete in full the Bid Analysis Form?

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

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

- ☐ Did you include documentation of financial viability, including balance sheets and profit and loss statement for the prior two (2) years?

**Exhibit B**  
**Contractor Reference Sheet**  
**Fashion Institute of Technology**  
**FIT Sponsorship Agency**  
**RFP C1596**

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: \_\_\_\_\_

**FASHION INSTITUTE OF TECHNOLOGY**  
**REQUEST FOR PROPOSAL (RFP)**  
**FIT SPONSORSHIP/PARTNERSHIP AGENCY 2023**  
**RFP# C1596**

## SCHEDULE

RFP Release Date

July 24, 2023

Written questions may be submitted to the Purchasing Office via email:

**Purchasingbids@fitnyc.edu.** Answers will be provided to all firms in a timely manner.

Last day for receipt of written questions

August 1, 2023 by 2:00 PM

### Proposal Due Date

August 15, 2023 on or before 1:00 PM

### Commencement of Work

Within 5 days of award

The Terms as contained in Section V of this RFP together with the Terms and Conditions attached hereto shall be incorporated into a final agreement (the “Contract”) that shall be delivered by FIT Foundation to the successful event planner upon award.

## INTRODUCTION

- A. The Fashion Institute of Technology (“FIT” or “College”), a community college of art and design, business and technology of the State University of New York, currently has an enrollment of approximately 10,000 students; approximately 6,500 students study full time and another 3,500 take part-time classes. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative offices, classrooms, computer labs, and studios. The campus also includes the FIT Foundation (hereinafter, “FIT Foundation”). The FIT Foundation is qualified as a charitable organization and a 501(c) (3) non-profit public benefit organization serving as the fundraising body for the benefit of the College. For purposes of this RFP, unless otherwise specified all references to FIT are inclusive of the FIT Foundation.
- B. FIT Foundation seeks to engage the services of an experienced and highly creative sponsorship agency hereinafter known as the (“Firm”), to develop and pitch FIT event and program sponsorships to corporate partners during the academic year (August through June). The ideal Firm will work closely with FIT Foundation team members and be charged with providing two phases of work. Phase one includes analyzing sponsorship needs, valuing sponsorships and developing pitch materials. Phase two includes pitching sponsors, developing sponsorships and partnerships, and transitioning those partnerships to the FIT Foundation team. Areas of sponsorship focus on programs and events including but not limited to exhibition funding for the Museum at FIT and the Art and

Design Galleries, the annual Couture Council Luncheon, the sustainability conference and sustainability focused programming/events, the Entrepreneurship Summit, the Design and Technology Lab, the MFA and the Future of Fashion runway shows, and the annual FIT Foundation Gala. This work will include all elements from the research phase, creation of sales collateral, to conducting outreach and ultimately securing partnerships. The Firm must be familiar with current non-profit/higher education standards, rules and practices, specifically as they relate to securing programmatic and event sponsorships. In addition, the Firm provides input and coordinates with FIT Foundation.

## **I. REQUIREMENTS**

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.

Questions shall be submitted in writing to the attention of the FIT Purchasing Office via e-mail to by *August 15, 2023* no later than 1:00 PM. Answers will be provided in a timely manner.

If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Proposers receiving this RFP.

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.

Proposals must be signed. Proposals must be completed in Proposer's legal name.

Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.

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.

By signing and submitting your Proposal, Proposer affirms that it has read this RFP, accepts its terms and conditions, 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

*Bid Security, Performance and Payment Bonds are NOT required for this Contract.*

**Firms shall provide with its Proposal:**

**1. Overview**

- a) FIT Foundation requires a Firm who can demonstrate proven sponsorship evaluation, development and acquisition, specifically within a large non-profit or academic institution, such as FIT.
- b) The ideal Firm must demonstrate experience with:
  - a. Researching leads and identifying key brand narratives that share synergies with FIT's vision to reach new audience and support key initiatives
  - b. Valuing and packaging assets that appeal to potential sponsors and can be delivered upon by FIT
  - c. Follow a go-to market strategy aimed at bringing important funding to FIT events and programs
  - d. Pitching and acquiring sponsors and partners
- c) The ideal Firm must understand sponsorship requirements. They must ensure that packages are fulfilled appropriately, and provide professional and timely accommodation for sponsors at all levels.
- d) Staff of the Firm must be able to collaborate with the FIT Foundation team and others from FIT to ensure knowledge and expertise of the brand, while adhering to professional sponsorship practices and protocols.

**2. Similar Experience and References**

**The Firm must provide a list of other clients, for whom the Firm has provided sponsorship services, with special reference to include detailed information for a minimum of three (3) references providing project description, project budget, contact person, title and phone number.**

**II. FEE PROPOSAL**

Firm must provide a flat fee proposal in accordance with the attached Proposal Analysis Sheet. Not to include percentages or negotiated rates.

**III. EVALUATION CRITERIA**

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

1. Range of Business Services and Qualifications	30%
2. Similar Experience and References	30%
3. Cost	30%
4. Interview or Oral Presentation	10%

B. FIT Foundation reserves the right to award the contract to the Firm with the highest score on criteria one (1) through three (3) listed above in Section III A., or to interview the Firm with the highest score on criteria one (1) through three (3). In the latter case, FIT Foundation will award the Contract to the Firm with the highest scores on criteria one (1) through four (4).

**IV. CONTRACTOR’S RESPONSIBILITIES**

The Firm is required to work closely with FIT Foundation professionals and FIT staff, as well as freelance team members. The Firm must be both an independent creator and one who can easily accommodate FIT Foundation’s hard deadlines, attend weekly meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all event participants, demonstrate a professional demeanor at all times, and assist with all Sponsorship related issues is essential.

The Firm must have a flexible schedule and participate in activities on short notice and be highly adaptable to changing plans and work schedules.

**V. TERMS**

- A. The term of Contract shall be for one (1) year commencing upon award of Contract.
- B. FIT shall have the option to renew the Contract in its best interest for two (2) additional one (1) year periods. If FIT elects to renew the Contract, the Purchasing Office shall provide notice to Firm a minimum of ninety (90) days prior to the expiration date of Contract for such initial term or any than existing renewal year. Within ten (10) days of receiving such notice, the Firm shall submit a sworn renewal to FIT.
- C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the 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 the same terms and conditions.
2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Proposers are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals will be opened publicly.
5. Proposals received after the time of the proposal opening will be returned unopened
6. **Force Majeure Event.** A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The non-performing party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one-week (7) days due to a



Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.

**B. No Oral Statements:**

FIT and FIT Foundation 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 Foundation 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 the 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 (1)(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 thirty (30) days from the proposal due date.

**G. No Sales Tax:**

FIT Foundation 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 thirty (30) 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 Foundation's absolute discretion based on its determination of FIT Foundation's best interest.

**J. Proposer's Responsibility:**

In determining whether a Proposer is responsible, FIT Foundation 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.
3. 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 of 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 B").

4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.
6. FIT encourages minority and women business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate with that commitment. Also, bidders are encouraged to use Service-Disabled Veteran-Owned Businesses (SDVOB). A directory of New York State Certified Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division at: <http://www.esd.ny.gov/mwbe.html> to assist potential bidders in locating sources of M/WBE subcontractors and reaching these goals. SDVOBs can be readily identified in the directory of certified businesses at: <https://online.ogs.ny.gov/SDVOB/search>."

**M. Governing Law:**

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

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 A”**  
**PROPOSAL ANALYSIS SHEET**  
**FIT SPONSORSHIP AGENCY 2023**  
**RFP# C1596**

**COST/ALL INCLUSIVE**

Proposal for FIT Foundation Sponsorship Agency inclusive of travel and other expenses:

Fee: \$ \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_  
(Print or Type Name of Representative)

Title: \_\_\_\_\_  
(Print or Type Title of Representative)

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

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

## To Be Signed Only Upon Award of Contract

### "Exhibit B"

RFP# C1596

### FIT SPONSORSHIP AGENCY 2023

#### CONTRACT

**THIS CONTRACT** (the "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_ by and between the FIT Foundation (hereinafter "Foundation") and \_\_\_\_\_ (hereinafter "Consultant").

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WHEREAS, it is the desire of the Foundation to retain the services of the Consultant with advocacy experience in New York State and New York City for not-for-profit and, more specifically, higher education institutions.

WHEREAS, Consultant desires to undertake the role of the Sponsorship Agency consultant to provide the services necessary as described in paragraph two (2) below.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, FIT Foundation hereby retains Consultant upon the terms and conditions contained herein, and Consultant hereby accepts said retention and agrees to provide Sponsorship Agency services to the Foundation.

**1. Term:** The effective dates of this Agreement shall be for one year upon both parties signing the Agreement. The Agreement may, however, be terminated at any time after the first thirty days by either party giving thirty (30) days' notice in writing to the other party.

**2. Services by Consultant:** The Consultant shall be expected to provide the following services-

1. The Consultant is required to work closely with FIT Foundation professionals and FIT staff, as well as freelance team members. The Firm must be both an independent creator and one who can easily accommodate the Foundation's hard deadlines, attend weekly meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all event participants, demonstrate a professional demeanor at all times, and assist with all issues is essential.
2. The Consultant must have a flexible schedule and participate in activities on short notice and be highly adaptable to changing plans and work schedules.

**3. Payment:** The amount of this Contract is \_\_\_\_\_ Dollars (\$ \_ \_ ) (the "Fee").

**4. Indemnification:** The Consultant shall indemnify the Foundation, FIT and its respective affiliates, auxiliary organizations, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the Consultant.

**5. Confidentiality:** All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT or FIT Foundation shall be held in strictest confidence and used only for the purpose of this Agreement. Consultant's submissions to FIT and/or FIT Foundation shall not be considered confidential.

**6. Arbitration:** Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in New York, New York in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be the final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.

**7. Entire Agreement:** This Agreement is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

**8. Effect of Waivers:** The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

**9. Governing Law:** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.

**10. Non-Assignability:** Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the express, prior written consent of the other Party.

**11. Severability:** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**12. Execution:** This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

**13. Force Majeure Event.** A Force Majeure Event shall mean any causes beyond a party's reasonable control, including labor disputes, civil commotion, war, riots, fires, floods, earthquakes, inclement weather, governmental regulations or controls, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, casualty, strikes, the unavailability of labor or materials to the extent beyond the control of the party affected, embargoes, civil strife, acts of terrorism, or acts of God, in addition to any and all other events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the nonperforming party shall be excused from its obligations for the period of the delay. Each party shall use reasonable efforts to notify the other party of a Force Majeure Event, its anticipated effect on performance, and expected duration, within [number, e.g., five (5)] business days of its occurrence. The non-performing party shall furnish the other party with periodic reports regarding the progress of the Force Majeure Event. The nonperforming party shall use commercially reasonable efforts to avoid or remove the causes of a Force Majeure Event and shall continue performance whenever such causes have been removed. When a Force Majeure Event occurs, the parties shall discuss what, if any, modification of the terms of this agreement may be required or appropriate to arrive at an equitable resolution. If performance is delayed over one-week (7) days due to a Force Majeure Event, the party not experiencing the delay may terminate this Agreement upon written notice.



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

**RFP# C1596  
FIT SPONSORSHIP AGENCY 2023**

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 \_ \_ \_ \_ \_ 202\_ , before me personally came \_ \_ \_ \_ \_ to

me known, who being by me duly sworn did depose and say that s/he resides at \_ \_ \_ \_ \_; that  
s/he is the \_ \_ \_ \_ \_  
of \_ \_ \_ \_ \_ , the corporation described in and which executed the above instrument; and  
that s/he signed her/his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
**Notary Public**

**FASHION INSTITUTE OF TECHNOLOGY:**

\_\_\_\_\_  
**Sherry F. Brabham,**  
**Treasurer and Vice President for Finance and Administration**

\_\_\_\_\_  
**Date**