

Request for Proposal

Notice to Firms

Fashion Institute of Technology

Hue Magazine Creative Direction and Design

RFP# C1514

For the purposes of this project (the “Project”) the Fashion Institute of Technology and its auxiliary dormitory organization, the F.I.T. Student Housing Corporation, shall hereinafter be collectively referred to as “FIT” unless otherwise distinguished herein. Neither the Fashion Institute of Technology nor F.I.T. Student Housing Corporation will be responsible for receipt of any Bid which does not comply with the instructions as set forth further in this document.

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 (See Exhibit A – Bid Checklist). The Electronic Scanned Bid must be received by **May 3, 2021, on or before 1:00 P.M.** Bid results are not official until each package has been fully reviewed.

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

Only those proposals received at FIT Purchasing Office, on or before *1:00 PM on May 3, 2021* will be considered.

All Proposers shall meet the following requirements 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 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.

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 *April 5, 2021* 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.

EXHIBIT A
Bid Checklist
Fashion Institute of Technology
Hue Magazine Creative Direction and Design
RFP Number C1514

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

- ☐ 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
Hue Magazine Creative Direction and Design
RFP C1514

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

- 1) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent___ Satisfactory___ Marginal___ Unsatisfactory___

- 2) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent___ Satisfactory___ Marginal___ Unsatisfactory___

- 3) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: _____ Cooperation: _____ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent___ Satisfactory___ Marginal___ Unsatisfactory___

FIT Interviewer: _____ Signature: _____ Date: _____

SECTION ONE: PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date: March 22, 2021

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

Last Day for Receipt of Written Questions April 5, 2021

Response to Questions: April 23, 2021

Proposal Due Date: On or before May 3, 2021

Selection of Finalists: May 17, 2021

*Presentations/Interviews: Weeks of May 31, 2021 and June 7, 2021

Selection of Consultant: Week of June 28, 2021

Commencement of Work: August 21, 2021

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

II. PROJECT OVERVIEW

The Fashion Institute of Technology (FIT) plans to reimagine the college's magazine, Hue, in the coming year. We seek a design firm to envision and create an exciting, innovative magazine with visual impact and a fresh approach to storytelling that pushes the boundaries of what a college magazine can be. The chosen firm will work with the Hue team to develop a concept for a publication that effectively integrates print and digital, and then collaborate with us to create subsequent print and digital issues as specified below.

Hue is an innovator in the college and university magazine world, noted especially for visual storytelling. With a vibrant design and compelling, accessible stories that reflect FIT at its best, it is recognized as the college's signature publication and one of its best communications tools. It is popular with alumni and other FIT audiences, including employees, retirees, and families of students. External recipients, including government

officials, industry members, and friends of the college, often say that the magazine is engaging even to those without an FIT connection.

Still, the current iteration of Hue has reached the end of its natural life. It hasn't been redesigned since its launch in 2007, and we see many opportunities for improvement both in print and online. Hue's online presence is not optimal, and needs to be better integrated with the print magazine. We want to take full advantage of digital storytelling opportunities, including video, animation, motion graphics, and interactive content.

Since FIT is a creative community, we have a wide range of compelling stories and rich visual material to work with. For the right design firm, this project offers an unusual opportunity to collaborate on a dynamic magazine.

III. BACKGROUND AND CONTEXT

A. About FIT

- FIT, a part of the State University of New York, has been an internationally recognized leader in career education in design, fashion, business, and technology for 75 years. Providing an uncommon blend of practical experience and theory on a foundation of arts and sciences, FIT offers a wide range of affordable programs that foster innovation, collaboration, and a global perspective. FIT draws on its New York City location to provide a vibrant, creative environment for learning, exploration, and research. The college offers nearly 50 majors and grants AAS, BFA, BS, MA, MFA, and MPS degrees, preparing students for professional success and leadership in the new creative economy. The college has expanded internationally with locations in Florence and Milan, Italy, and Korea. Through the Center for Continuing and Professional Studies, the college offers an extensive array of courses and non-credit certificate programs, serving adults and high school students. Additionally, The Museum at FIT, founded in 1969, attracts more than 100,000 visitors annually to view its world-renowned special exhibitions and displays of its extensive collections.
- FIT's brand position, Nurturing Unconventional Minds, launched in 2018, includes strategic messaging and a visual design and identity program to be found at <https://www.fitnyc.edu/cer/service-areas/branding/>.
- The "Unconventional Minds" brand informs all institutional level communications, including Hue. The magazine consistently features a community of uncommon alumni, educators, and students who work to find unexpected solutions to industry challenges. The stories support the following brand goals:

- **Show FIT as a center of innovation** in design, business, science, and technology.
- **Position FIT as an educational authority for the creative economy**, which comprises interconnected industries in the arts, culture, fashion, business, design, and technology sectors, built on creative and critical thinking and an unconventional approach to problem-solving.
- **Increase awareness and recognition of FIT's extensive capabilities and expertise beyond fashion** (48 fields of study in a range of design and business areas) while maintaining its role as a leader in fashion.

Additionally, we emphasize these brand pillars where possible:

- **International** in outlook and practice, FIT is known worldwide. Located in New York, one of the world's most diverse multicultural cities, FIT is a vital contributor to the global creative economy.
- FIT is a part of **SUNY**, the largest comprehensive system of public higher education in the country, with an international network of 64 campuses that enables interdisciplinary collaboration, research partnerships, innovation development. As part of the state university, FIT offers a high-quality education at an affordable cost.
- **New York City**, known for boundless creative opportunity, is FIT's extended campus, muse, playground, and home. Our ethos, student body, and innovative curricula mirror the city's global energy, cultural diversity, and drive. FIT and NYC attract worldwide doers, thinkers, makers, and seekers. The opportunity to live and learn in New York is an attraction to prospective students.
- **Program Breadth and Depth:** FIT blends hands-on teaching and experiential learning to stimulate collaboration, rigorous scholarship, and thought leadership. We cross conventional disciplines, activate innovation, and inspire entrepreneurship. Advancing expertise in design, marketing, production, business, communications, media, and of course, fashion, we redefine the global creative economy.
- FIT is an educational authority in the **creative economy**, an international system driven by innovation, new technology, and unlimited creative content. Our graduates help drive industry transformation.

Lastly, we focus on these two additional strategic priorities:

- FIT is committed to **diversity, equity, and inclusion**, and strives to provide a welcoming environment to all members of our community, and to increase educational opportunities for BIPOC students.

- **Sustainability** is of paramount importance to FIT, and is a critical goal in both the curriculum and campus operations.

B. About Hue

- Hue, the magazine of FIT, is the college's signature publication. It has won awards from CASE, NCMPR, SUNYCUAD, and UCDA and is recognized as an innovator among college and university magazines.
- Hue debuted in 2007, and the design was refreshed in 2013. It has not been fully redesigned since its launch.
- The magazine is published three times a year. It is usually 36 pages long, but varies from 28 to 40 pages per issue.
- Hue has an oversized format (12 by 9.5 inches) and is printed on high-quality, uncoated recycled paper.
- About 15,000-20,000 copies of each issue are printed.
- The print edition is mailed to approximately 5,000 alumni, 6,000 families of current students, and a total of 2,000 industry VIPs, industry partners, deans of art and design colleges, FIT board members (trustees and departmental advisory groups), CUNY/SUNY and government officials, and members of The Museum at FIT's Couture Council. About 1,000 copies are distributed to faculty and staff. A few thousand copies are distributed at college events, including the annual fundraising gala and events for alumni and prospective and current students. The remainder are distributed to students. The website, hue.fitnyc.edu, uses the WordPress theme Zeen, with custom elements. This iteration of the site debuted with the fall 2020 issue, which was digital-only.
- The website usually features the same content as the magazine, with multimedia extras: video, audio, animation, slide shows, etc. Most web content is reproduced from the print magazine, with occasional elements created for the website alone. Since many alumni do not receive the print magazine and only see the website, the digital content must provide an engaging and memorable user experience.
- As a public institution, we must follow ADA accessibility laws protecting people with visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities.
- Each issue of Hue contains departments and features. The features are profiles of remarkable alumni, coverage of major issues in the industry, art portfolios, and in-depth coverage of news or events at FIT. The departments include the following:
 - **Hue's News:** These are condensed write-ups of institutional news, mixed in with the occasional infographic or featurette, like "assignment," a look at one interesting classroom activity or assignment. Traditionally we haven't

run this section online because most of the stories have already run on FIT Newsroom (news.fitnyc.edu), the college's news website.

- **I Contact:** An in-depth Q&A with a student. The portrait always shows the student making eye contact with the camera. We lean toward students in business majors, as a way to even out the focus on art.
- **Retail Spotlight** (formerly Counter Culture): A look at the workings of a retail store, either brick-and-mortar, online, or both. We will be focusing more on retail technology in this department, going forward.
- **Crowdsourced** (formerly 27/7): We ask a question of many people in the FIT community and record their answers. It's been a while since we did this.
- **Alumni Notables:** Short profiles of five to seven alumni who are interesting but might not merit a feature.
- **What Inspires You?** A brief story about inspiration told in the first person. The art can be a depiction of the alum's inspiration or a photo of their work. This is often a way for us to get business majors into the magazine.

C. The Hue Environment

- Hue represents a highly creative and innovative institution, and its editorial content and design reflect that. The magazine is about storytelling, finding expression in alumni, faculty, and student achievement. Though we are writers and editors, narrative is not our default mode; instead, we try to find the best format for each story. The process of shaping Hue is highly collaborative; the creative director/designer is our partner in developing each issue from story generation to final layout.
- FIT's "unconventional minds" brand—innovation, sustainability, diversity, influence in the creative economy, New York City location—is expressed through the editorial content and design of Hue. But the magazine reflects the brand in its own way; it does not need to incorporate the brand's visual elements, such as typography and palette. Find the brand toolkit here: fitnyc.edu/cer/toolkit/index.php
- Some words we like in relation to magazines: surprising, fresh, smart, fun, boundary-pushing, image-rich, witty, thoughtful. We are open to change, from the Hue nameplate to the departments to the approach to stories. We like the idea of playing with typography.
- We involve the FIT community in creating content when possible. Illustrations, video, and photography are largely by alumni, and sometimes from students and faculty, because it promotes their work and showcases FIT's strength in those areas.

- Not only must the magazine drive affiliation among alumni and friends of the college, Hue should be distinctive—a singular and unmistakable reflection of FIT.

IV. SCOPE OF SERVICES

To develop a unified creative concept that gracefully integrates Hue's print and digital channels, maintaining its own singular identity while reflecting FIT's strategic and brand goals as delineated above. The design shall present the best version of FIT.

Visual storytelling *shall* incorporate a range of media, and interactive content shall engage audiences in a new way.

Deliverables

A. Redesign

1. Print magazine

- a. Redesign the print edition of Hue. The design should consider all elements, including but not limited to:
 - Hue wordmark (we're willing to consider a change)
 - Magazine dimensions/paper/pages/binding
 - Table of contents
 - Department headings/layouts
 - Feature layouts
 - Creative use of typography
- b. Provide a style guide that communicates all design standards for the redesign.

2. Digital Magazine

1.

Redesign the digital edition of Hue to feel of a piece with the print edition. Create an appealing, exciting design concept that marries smooth functionality with design innovation. The website shall not just replicate the print edition; rather, it must be optimized as digital communication.

We must use WordPress, and currently use a customized Zeen theme. We are willing to consider a different theme.

Additional tasks:

- Find and test plugins.
- Ensure site functions effectively on mobile.
- Ensure all elements of the site are fully accessible on all platforms—for individuals with visual, auditory, physical, speech, cognitive, language, learning, and neurological disabilities. This is an essential requirement.
- Test all aspects of website before launch.
- Migrate content over from old site to new site if a new theme is used.
- The current Hue site has 9 main pages, plus a link to Newsroom and FIT's main website. Evaluate the IA to see if it should stay the same or change.
- Provide a specification document that indicates how to post a story, post to the homepage, use plugins, and other elements or customizations that may be developed.
- Develop a Hue slug or indicator for online promotion (when a story is posted on Newsroom or FIT's website).

B. Per-issue design

1. Print magazine

a. Creative tasks

- Meet with the editorial team as needed, either in person if possible or via videoconference.
- Create dynamic, innovative visual representations of our stories.
- Create conceptual designs for stories that lack exciting visuals (such as many of our business stories).
- Work with the Hue team to refine each page design.
- Work with the managing editor to enter type corrections and ensure text readability.

b. Technical tasks

- Retouch photos and prepare them for printing.

- Make paper and printing recommendations based on quality, sustainability, availability, and price.
- Attend press checks to ensure quality control, if budget permits. (The printer is selected every year or two through a required bidding process.)
- Archive hi-res layouts and images for later retrieval.

2. Digital magazine

a. Creative tasks

- Work with the Hue team to develop digital-only content specifically for the website, taking advantage of web capabilities.
- Include multimedia elements such as animation, audio, and video to enhance the reading experience.
- Lay out stories from the print edition in WordPress.
- Create visuals to be shared in e-newsletters and across social media channels (particularly Facebook and Instagram).

b. Technical tasks

- Continue to find, test, and maintain plugins.
- Categorize and tag stories for easy organization and searching.
- Ensure each story functions effectively on mobile.
- Ensure each story meets accessibility standards.

V. PROPOSAL REQUIREMENTS

Your proposal package must include the following information. 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 ask for additional information.

1. At least 3-4 examples of relevant print and digital work
2. Minimum of (2) Samples of similar scope required for review.

Samples to be sent to

Fashion Institute of Technology

227 W. 27th Street.

New York NY 10001

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3. A list of all clients grouped by size of account, such as large, medium, and small, based on billing ranges.

4. A list of any recognized industry awards received by your firm.
5. Name, address, telephone, email, and contact person for no fewer than three current clients.
6. Description of plan to redesign Hue. Provide examples of what the magazine is going to look and feel like.
7. A listing of senior staff, with names and titles, qualifications, experience, and a brief biography, and indicate the engagement-in-charge partners(s) to be used if Proposer is awarded this contract.
8. Proposer may include any further information concerning your company or its abilities that would add to FIT's assessment of your firm, including relevant experience in other areas of design.
9. Fees: Include one figure for the redesign, and a separate figure per issue for implementing the design. Include a proposed billing schedule, and indicate which services are performed by the firm, and which, if any, are outsourced. Indicate specific fees for outsourced services

VI. REQUIRED QUALIFICATIONS

Must be in the communication design business

Experience with editorial projects, *required*.

Print and digital magazine experience preferred

Higher education experience desirable

FIT encourages the submission of RFPs or proposals by certified minority and women-owned business enterprises.

VII. EVALUATION CRITERIA

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

A. Design approach and strategy 25%

B. Samples of work 25%

C. Price, including value added 25%

D. Proposer's experience and qualifications including experience with nonprofit or higher education institutions, and client references 10%

E. Interview and presentation 15%

FIT reserves the right to award the contract to the Proposer(s) with the highest scores on criteria A through D or to interview the Proposers with the highest scores on criteria A through D. In the latter case, FIT will award the contract to the Proposer(s) with the highest score on criteria A through E.

VIII. TERM

A. The term of the contract shall be for **three (3) years** commencing upon written Notice to Commence Performance.

B. FIT shall have the option to renew the contract in its best interest for three (3) additional one (1) year periods. If FIT elects to renew the contract, the Purchasing Office shall provide notice to Consultant a minimum of ninety (90) days prior to the expiration date of the contract or such renewal year. Failure to notify Consultant within this time period shall not operate as a waiver of FIT's right to renew the contract. Within ten (10) days of receiving such notice, Consultant shall submit a sworn renewal to FIT.

C. Each renewal shall be on the same terms and conditions as specified in the contract.

D. In addition to any other termination or cancellation rights reserved by the FIT elsewhere in the contract, FIT shall have the right to suspend, abandon or terminate the contract for any reason, and such action shall in no event be deemed a breach of the contract. In any of these events, FIT shall make pro rata settlement with Consultant based upon the Work performed up to and including the date of such suspension, abandonment or termination, as verified by audit.

E. In the event that contract is so suspended, abandoned or terminated, Consultant shall make available to FIT all records, documents and data pertaining to the contract within ten (10) days after such termination.

SECTION TWO: RFP GENERAL TERMS AND CONDITIONS

I. PROPOSAL REQUIREMENTS

- A. 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), 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, and/ or Proposal Analysis Sheet. All Proposers propose on the same terms and conditions.

- B. 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.
- C. 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.
- D. Proposals will be opened publicly.
- E. Proposals received after the time of the proposal opening will be returned unopened.

II. 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.

III. PROPOSER AFFIRMATION

By signing the proposal, Proposer certifies that:

- A. 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
- B. Proposer is not in arrears to FIT, the City or the State upon a debt, the contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

IV. NON-COLLUSIVE PROPOSAL CERTIFICATION

A. 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:

1. 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;
2. 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
3. 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.

B. A proposal shall not be considered for award nor shall any award be made where (A)(1), (2), and (3) 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.

V. CONFIDENTIALITY

A. 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.

B. 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.

C. Proposer acknowledges that FIT possesses certain confidential information that

constitutes a valuable and unique asset. As used herein, the term “confidential information” includes all information and materials belonging to, used by or in the possession of FIT relating to its students, services, technology, financial information, business strategies and marketing plans, but shall not include a) information that was already within the public domain at the time the information is acquired by Proposer or b) information that subsequently becomes public through no act or omission of Proposer. Proposer agrees that all confidential information is and shall continue to be the exclusive property of FIT, whether or not prepared in whole or in part by Proposer and whether or not disclosed to Proposer. Proposer shall not use or disclose in any manner any confidential information of FIT except in the course of providing services pursuant to the contract.

VI. PRICES

Proposal prices shall be held firm, for both redesign and ongoing print and digital design, throughout the period of the contract.

VII. 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.

VIII. PROPOSAL WITHDRAWAL

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

IX. TIE PROPOSALS

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

X. 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.

XI. PROPOSAL REJECTION

A. FIT may reject a proposal if:

1. The proposal is not responsive to the requirements of the Request for Proposals;
2. Proposer does not provide information or documents required;
3. Proposer does not submit the proposal security as required (if applicable);
4. Proposer misstates or conceals any material fact in the proposal;
5. The proposal is conditional;
6. The proposal prices are not in ink;
7. The proposal contains prices that are unbalanced; and/or
8. FIT determines that Proposer is not responsible in accordance with law and FIT regulations.

B. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT to do so.

XII. AWARD OF CONTRACT

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

B. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.

C. 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 A").

D. 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.

E. All contracts awarded by FIT shall be executory only to the extent of funds available.

XIII. GOVERNING LAW

A. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.

B. 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.

C. 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.

XIV. COPYRIGHT

All copyrightable works (including but not limited to, reports, compilations of data, software, pictorials or graphics) created or prepared by Proposer in the course of his work shall be "works for hire" (as that term is defined in the copyright laws of the United States) for FIT and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by FIT. To the extent that any such copyrightable works may not, by operation of law, be works for hire, Proposer hereby assigns to FIT the ownership of copyright in such items and FIT shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items. Proposer agrees to give FIT or its designee all assistance reasonably required to perfect such rights. Proposer represents and warrants that he is sole author of any and all such materials, and that they are original works not subject to any prior agreement, lien or other rights. Proposer further warrants that the materials do not contain libelous, plagiarized, injurious or other unlawful matter, and that they do not infringe on the copyright or violate any other right of any person or party whatsoever. Proposer shall indemnify and hold FIT harmless against any and all claims, damages or expenses, including, but not limited to, attorney's fees arising out of a breach of such warranties.

Exhibit C
Bid Analysis Form

RFP C1514-HUE MAGAZINE CREATIVE DIRECTION AND DESIGN

Initial Redesign Cost: Print	\$
Initial Redesign Cost: Digital	\$
Ongoing per-issue Cost: Print	\$
Ongoing per-issue Cost: Digital	\$
Estimated out-of-pocket Expenses (reimbursed upon approval)	\$
TOTAL	\$

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

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Representative)

Title: _____
(Print or Type Title of Representative)

Address: _____

Telephone: _____

Facsimile: _____

Federal ID#: _____

E-mail: _____

Date: _____

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