

# **FASHION INSTITUTE OF TECHNOLOGY**

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

### **FIT FOUNDATION GALA EVENT PRODUCER RFP# C1459**

#### **SCHEDULE**

RFP Release Date:	November 20, 2018
Last day for receipt of written questions:	November 27, 2018, 4:00 PM
Proposal Due Date:	December 3, 2018, on or before 1:00 PM
Interviews (Optional)	Week of December 10, 2018
Commencement of Work:	Upon signing of Contract

#### **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, “FITF”).
- B. FITF seeks to engage the services of an experienced and highly creative event producer the (“Firm”) to produce the 2019 FIT Annual Awards Gala (the “Gala”) in March or April 2019. The ideal Firm will have a proven record of innovation in event production for non-profit galas. Firm will work closely with FITF team members and be charged with providing start-to-finish production design and event management services for the Gala which is expected to draw between 500 to 550 attendees and has a production budget of approximately \$450,000. Firm must be familiar with current non-profit gala standards and practices, specifically as they relate to innovation and fundraising at such events. In addition, the Firm shall provide input and coordinate with the special events team and sub-committees. Successful staging of the Gala will necessitate the services to be provided by the Firm for several months leading up to the event, as well as post-event - as required by FITF.

Firm must have a unique vision for this annual event and be able to craft a design that echoes a chosen conceptual theme. Firm must also have thorough knowledge of all applicable New York City fire and safety codes and all required permits or compliance standards.

**I. REQUIREMENTS/GUIDELINES**

- A. All firms submitting proposals shall meet the following requirements and furnish all necessary information with their respective proposals. Submit one (1) complete original and four (4) complete hard copies of the proposal. Failure to comply with these requirements shall be grounds for rejection of your proposal. FITF reserves the right to determine whether a firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which a firm has or asserts proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of your proposal shall be deemed to grant FITF the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion, the College reserves such right to use.

**Proposals shall be submitted on or before December 3, 2018, 1:00PM, addressed to:**

**WALTER WINTER  
PURCHASING DIRECTOR  
FASHION INSTITUTE OF TECHNOLOGY  
PURCHASING OFFICE  
333 SEVENTH AVENUE, 16<sup>TH</sup> FLOOR  
NEW YORK, NY 10001**

- B. Neither FIT nor FITF shall be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will be returned unopened.
- C. 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.
- D. **ADDITIONAL REQUIREMENTS:**
1. *At no time shall a proposer, its agents, representatives or contracted personnel contact or otherwise communicate with FIT or FITF personnel without prior arrangement with the FIT Purchasing Office, for the purposes of negotiating, modifying, changing, or interpreting their proposal or specifications.*
  2. *Questions shall be submitted in writing to the attention of the FIT Purchasing Office via e-mail to [purchasing@fitnyc.edu](mailto:purchasing@fitnyc.edu) by November 27, 2018, no later than 4:00 PM. Answers will be provided in a timely manner.*
  3. *If it becomes necessary to revise any part of this RFP, addenda will be supplied to all proposers receiving this RFP.*

4. *Proposer shall describe expertise in providing aesthetic and creative services.*
5. *Proposer may include any further information concerning your company or its abilities that would add to FITF's assessment of your firm's services.*
6. *Proposals must be signed. Proposals must be completed in Proposer's legal name, and must be signed by a personal authorized to do so.*
7. *Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.*
8. *FITF 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.*
9. *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 FITF to enter into a contract until all terms and conditions are negotiated and acceptable to FITF. 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.*

**Firms shall provide with its Proposal:**

**1. Overview**

To ensure the success of this annual fundraising event, FITF seeks proposals from consultants who have substantial experience in professional event management and production in order to perform key organizational and managerial roles to ensure that FITF's premier fundraising event is produced effectively.

- a) FITF requires that the Firm have more than ten (10) years of experience in non-profit or large scale event planning in NYC. Ideally, Firm will have at least ten (10) years of experience executing galas, specifically within a large non-profit or academic institution, such as FIT.
- b) The ideal Firm must have/demonstrate experience with:
  - i. Pre-Event Logistics
  - ii. Invitation Management

- iii. On Site Event Management
- iv. Seating Management
- v. Stage Design
- vi. Stage and Program Management

- c) The ideal Firm will demonstrate an understanding of sponsorship requirements. They must ensure that packages are fulfilled appropriately. Provide professional and timely accommodation for sponsors at all levels.
- d) Staff of Firm must be physically able to work on and safely maneuver any necessary equipment. Firm must have met all state and city safety requirements and be up-to-date with all safety standards. Firm must also be insured and certified as required.

## **2. Similar Experience and References**

A list of prior and/or existing clients, for whom the Firm has provided similar 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 shall provide a fee proposal in accordance with the attached Proposal Analysis Sheet.

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.

## **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	40%
3. Cost	10%
4. Interview or Oral Presentation	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 a number of 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 on 1 through 4.

#### **IV. CONTRACTOR'S RESPONSIBILITIES**

The Firm is required to work closely with the Manager of Special Events, FITF professionals, staff, as well as freelance team members. The Firm must be both an independent creator and one who can easily accommodate FITF'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.

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

Key Responsibilities Include but are not limited to:

- i. Pre-Event Logistics
  1. Draft, manage and distribute a comprehensive event timeline
  2. Manage event budget
  3. Identify and contract required vendors
  4. Schedule, coordinate and participate in regular client meetings as needed
- ii. Invitation Management
  1. Develop and manage electronic registration
- iii. On Site Event Management
  1. Provide a Front of House Manager to oversee registration, guest movement, and staffing.
  2. Oversee the placement of any necessary directional signage.
  3. Coordinate any special VIP access/spaces.
- iv. Seating Management
- v. Stage Design and Program Oversight
  1. Design and execute all stage design, preparation and management
  2. Coordinate scripts and run of show
  3. Prepare briefings
  4. Manage rehearsals
  5. Provide logistical support as needed

#### **I. TERM**

- A. The term of Contract shall be for one (1) year commencing upon award of Contract.
- B. FIT shall have the option to renew Contract in its best interest for two (2) additional one (1) year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to Firm a minimum of ninety (90) days prior to the expiration date of Contract for such renewal year. Within ten (10) days of receiving such notice, 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.

## PROPOSAL ANALYSIS SHEET

### FIT FOUNDATION GALA EVENT PRODUCER RFP No. C1459

#### COST/ALL INCLUSIVE

1. Proposal for FIT FITF Gala Event Producer Services inclusive of travel and other expenses:

\$ \_\_\_\_\_

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. Firms must submit pricing using this form. FIT will not accept proposal responses on any other form.**

**“Exhibit A”**

**C1459 – FIT Foundation Gala Event Producer**

**CONTRACT**

**THIS CONTRACT** (this “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ (the “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 gala event producer services consultant to provide said services for the benefit of its auxiliary organization, the FIT Foundation (“FITF”); and

WHEREAS, Consultant desires to undertake the role of producing the FITF 2019 Annual Awards Gala (the “Gala”);

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 event production services on behalf of FIT for the benefit of FITF.

1. **Term:** The commencement of this Agreement shall be as of \_\_\_\_\_ through \_\_\_\_\_ or, until such time as FIT no longer requires the services of Consultant. FIT reserves the right to terminate the Agreement for convenience upon thirty (30) days’ written notice to Consultant. FIT will pay Consultant on a prorated basis for any goods delivered and accepted or work performed pursuant to the Agreement up to the date of termination.
2. **Services by Consultant:** The Consultant shall be expected to provide the following services (collectively, the “Services”):

Consultant will work closely with FITF team members and be charged with providing start-to-finish production design and event management services for the Gala which is expected to draw between 500 to 550 attendees and has a production budget of approximately \$450,000. Consultant must be familiar with current non-profit gala standards and practices, specifically as they relate to innovation and fundraising at events. In addition, the Consultant will provide strategic input and coordinate with the client’s special events team and sub-committees. The Gala will be held or about \_\_\_\_\_ with work leading up to and post event as required.

Consultant will incorporate a unique vision for the Gala and be able to craft a design that echoes a chosen conceptual theme. Consultant shall be held accountable to ensure that all New York City fire and safety codes and all required permits or compliance standards are met.



The Consultant is required to work closely with FITF professionals and FIT staff, as well as freelance team members. The Consultant acknowledges and agrees to accommodate FITF'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. Consultant is expected to follow directives, work collegially with all event participants, demonstrate a professional demeanor at all times, and assist with all issues.

The Consultant understands and agrees to meet client's expectation that the nature of the event calls for a flexible schedule and participation in activities on short notice and must also be highly adaptable to changing plans and work schedules.

3. **Compensation:** Payment in consideration of this Agreement shall be in the amount of \$ \_\_\_\_\_. The initial installment is payable \_\_\_\_\_ following mutual execution of this Agreement. Thereafter, FIT will be invoiced on the 1st day of each month subsequent to the month of service, to be paid no later than thirty (30) days after billing.
4. **Indemnification:** The Consultant shall indemnify FIT, FITF and their respective affiliates, officers, governing board members and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any action, suit or proceeding based upon general liability or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by the Consultant.
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. **Campus Visits:** When Consultant, its employees, subcontractors and agents are on the FIT campus, they shall be subject to applicable FIT workplace and safety rules and regulations of which Consultant has been apprised in writing and shall otherwise comply with all policies that govern the general conduct of employees, students, and visitors on campus.
7. **Exclusive Representation:** Consultant acknowledges that it has been retained by FIT to assist in the promotional efforts of FITF to distinguish FIT and advance its position relative to its competitors. Accordingly, Consultant hereby agrees that during the Term and thereafter for a period of one (1) year following the Term, inclusive of any amendment thereto, it shall not perform similar services for those educational institution competitors ("Competitors") of FIT identified on "Schedule A" attached hereto and made part of this Agreement. This representation and obligation shall survive any termination of this Agreement.

**8. Independent Contractor:**

- a) Consultant's status shall be that of an independent contractor and not that of an employee or agent of FIT or FITF.
- b) All persons furnished by Consultant for the work of this Agreement shall at all times be deemed employees or agents of Consultant and not employees of FIT or FITF, and Consultant shall be solely responsible for their work, conduct, direction and compensation.

**9. Ownership of Work Product:** Consultant agrees that with respect to all materials, prepared created or made pursuant to the Services rendered under this Agreement, whether tangible work products, including without limitation notes, material, documentation, strategic analysis and tangible system deliverables (the "Materials"), said Materials shall be deemed a "work made for hire" as defined in Section 101 of the Title 17 of the United States Code pertaining to the Copyright Act of 1976. Consultant further agrees that FIT shall own the copyright in and to the Materials and may use and exploit them in its sole discretion. In the event that the Materials or any component of the Materials are not a "work made for hire", Consultant hereby assigns all right, title and interest in and to the Materials and all derivative rights therein to FIT and the unqualified right to use the Materials in whole or in part, in FIT's sole discretion, throughout the world in all languages and to reproduce the Materials in any medium now known or hereafter developed.

**10. 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.

**11. Publicity:** Consultant may verbally make use of its association with FIT and FITF arising either from discussions leading to this Agreement or from the Agreement itself for publicity, advertising, marketing or other purposes. Consultant may not distribute or make public any press releases, brochures or other advertising materials without the express written approval of FIT and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval.

**12. 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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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]

SCHEDULE A  
LIST OF COMPETITOR INSTITUTIONS

- Pratt Institute
- Parsons School of Design
- Savannah College of Art and Design -Atlanta and Savannah
- Sam Fox School at Washington University - St. Louis
- Art Institute - Charleston and Atlanta

## TO BE SIGNED ONLY UPON AWARD OF CONTRACT

**RFP # C1459**

**TITLE: FIT FOUNDATION GALA EVENT PRODUCER**

The amount of this Contract is \_\_\_\_\_Dollars (\$\_\_\_\_\_).

In witness whereof, the parties have executed this Contract as of the date first set forth as the Effective Date hereinabove:

### FOR CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name:

Its:\_\_\_\_\_

### FASHION INSTITUTE OF TECHNOLOGY:

\_\_\_\_\_  
Sherry F. Brabham

Its: Treasurer and Vice President for  
Finance and Administration