

**REQUEST FOR PROPOSAL  
NOTICE TO FIRMS  
FASHION INSTITUTE OF TECHNOLOGY  
Government Affairs Consultant**

**RFP# C1574**

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by:

**FIT Purchasing Department Office located at 333 Seventh Avenue, 16<sup>th</sup> Floor,  
New York, NY 10001-5992 (Tel: 212-217-3630)**

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**Each proposal must be sent in digital and hard copy** and identified, on the outside of the envelope, with the name and address of the firm and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

**"PROPOSAL FOR GOVERNMENT AFFAIRS CONSULTANT TO  
BE OPENED ONLY BY AUTHORIZED OFFICIAL" and  
"ATTENTION: Candida Poinsette, PURCHASING OFFICE"**

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 July 7, 2023 will be considered.**

## **SECTION ONE -- PROPOSAL TERMS AND CONDITIONS**

### **I. SCHEDULE**

RFP Release Date: June 6, 2023

Written questions may be submitted to Purchasing Office via email to: [purchasingbids@fitnyc.edu](mailto:purchasingbids@fitnyc.edu) Answers will be provided to all firms in a timely manner.

Last Day for Receipt of Written Questions: June 16, 2023 by 1:00 PM

Response to Questions Date: June 26, 2023

Proposal Due Date: On or before July 7, 2023, 1:00 PM

\*Presentations/Interviews: August 7, 2023 to August 17, 2023

Selection of Consultant: August 25, 2023

Commencement of Work: October 1, 2023

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

### **II. INTRODUCTION**

- A. The Fashion Institute of Technology, a part of the State University of New York, has been a leader in the career education in art, design, business, and technology for nearly 80 years. Established in 1944 in the Chelsea area of Manhattan, FIT joined SUNY as a community college in 1951, retaining the community college governance and financial structure per New York State Education Law when the college added bachelor and master's degrees in the 1970's. Today, FIT serves more than 8,000 students annually, offering nearly 50 majors in a wide range of programs beyond fashion, including advertising, marketing communications, cosmetics and fragrance marketing, film and media, fine arts and illustration, interior design, and toy design leading to leading to the AAS, BFA, BS, MA, MFA, and MPS degrees, and has expanded internationally with locations in Florence and Milan, Italy, and Sondo, Korea. Through the Center for Continuing and Professional Studies, the college offers an extensive array of courses and non-credit certificate programs for adults and extensive pre-college programming for nearly 3,000 high school and middle school students each year. Additionally, The Museum at FIT, founded in 1969, attracts more than 100,000 visitors annually to the college's

campus to view its world-renowned special exhibitions, displays of its extensive collections, and a robust offering of public programming. The campus also includes the Gladys Marcus Library encompassing FIT's Special Collection Archives. Overall, FIT facilities comprise 12 buildings with state-of-the-art studios, labs, classrooms, and offices including four residence halls serving approximately 2,200 resident students. Visit [www.fitnyc.edu](http://www.fitnyc.edu) for detailed information.

- B. FIT engages in, and is affected by, a wide array of government affairs matters at the state, county, and city levels, including proposed changes to New York State Education Law, county budgets, state and city policy, local zoning issues, and the state and city executive and legislative budgets. Of foremost concern in the New York State Education Law is retention of the existing guarantee of county chargebacks for all community colleges. Frequent efforts to restrict FIT's ability to collect chargebacks for enrolled students who live outside the college's local sponsor area (New York City) require consistent monitoring of state legislation from Executive Chamber Article VII bills to bills that typically arise in the Senate and often find a match in the Assembly. In New York City, the college regularly interacts with the departments of Transportation and Buildings, and other city agencies and bureaus; with utility companies; with Community Boards 4 and 5 and other groups which address local issues; with developers of sites adjacent to campus or to FIT's Kaufman Residence Hall on West 31<sup>st</sup> Street; as well as the mayoral administration, and leadership and members of the New York City Council.

### **III. THE ASSIGNMENT**

- A. FIT seeks a government affairs consulting firm which will support, advocate, and advise the college on multiple platforms, including but not limited to:
- a. Strategic planning for the New York State legislative session;
  - b. Advocacy with the New York State Executive Chamber and New York State legislature on budget and legislative matters;
  - c. Advocacy with the New York City Mayoral administration, the Manhattan Borough President, and the New York City Council on budget, legislative, and zoning matters;
  - d. Monitoring the state and city executive and legislative branches for bills that may impact FIT, including but not limited to chargeback bills in the state legislature.
- B. The consultant will have the expertise, experience, and capability to be able to:
- a. Arrange meetings for FIT with appropriate state representatives in the executive and legislative branches, and at state agencies, if required;
  - b. Arranging meetings for FIT with appropriate administration, borough president, and Council representatives, and at city agencies, if required;
  - c. Advise on legislator events on campus; leading and/or supporting FIT's efforts to secure legislator attendance;

- d. Upon request, submit a plan for a “path to funding” for a major FIT project or other specific advocacy matter that engages FIT’s government and community relations unit.
- C. The firm must have expertise working in higher education. Knowledge of the public higher education sector is preferred
- D. The consultant will work with FIT’s director, Government and Community Relations; the vice president, External Relations; and with other senior leaders of the college to advance the goals of the college.

#### **IV. PROPOSAL REQUIREMENTS**

Proposal requirements are as follows:

1. Provide a narrative describing the services offered by your firm and its ability to provide the scope of services described in this request for proposal. Include expertise and experience in advocacy in New York State and New York City, including higher education.
2. Provide a list of higher education, non-profit, and/or other clients whom your firm has represented in New York City and/or New York State in the past eight years.
3. Describe your firm's capacity to bring attention to FIT issues in state and city government; conduct research on regulations that are relevant to FIT; engage with FIT in strategic planning for both legislative sessions, including a plan for outreach and informational meetings with legislators, an analysis of the session goals for the state and city executives and legislative leaders, and for the state higher education committee chairs; advise FIT on legislator events on campus; and to monitor legislatures for bills that may impact FIT.
4. Provide the names and background summaries of the individuals who will perform these services, and the roles that each will be assigned.
5. Describe how your firm will comply with city and state laws relating to lobbying.
6. Provide an explanation of the fees to be charged, including any expenses.

#### **IV. FEE PROPOSAL**

Proposers shall provide a fee proposal in accordance with the attached Proposal Analysis Sheet ("Exhibit B").

## **V. EVALUATION CRITERIA**

An FIT committee will evaluate proposals in accordance with the terms and conditions set forth in Section Two. A committee will use the following criteria to evaluate the proposals, which meet the requirements of these specifications:

1. Services offered and ability to provide scope of services described; demonstrated by the proposer's expertise and specific experience in government affairs. - 25%
2. The specific qualifications, experience and references of the principal and other consultants to be assigned to the search. - 25%
3. Experience working in higher education and in the public and non-profit sectors. - 15%
4. The fees proposed for services to be provided - 20%
5. Presentations- 15%

Subject to the terms and conditions set forth in Section Two, FIT will then award the Contract to one of those selected firms with the highest score on criteria 1 through 5.

## **VI. CONSULTANT RESPONSIBILITIES**

Upon awarding the Contract, the government affairs consultant selected by the College shall be expected to provide the following services:

1. Developing as a recommendation a written strategic plan for the state legislative session and for city budget advocacy.
2. Providing analysis of session goals for the governor, state Senate leader/s, Assembly Speaker and chairs of the Senate and Assembly Higher Education committees; and goals and areas of interest for the New York City mayor and City Council speaker.
3. Upon request, submitting a plan on a "path to funding for an FIT project" or other specific advocacy matter that engages FIT's government and community relations unit.

4. Working with FIT's director, Government and Community Relations, the vice president, Communications and External Relations, and with other senior leaders of the college to advance the goals of the college.
5. Advising on legislator events on campus; leading and/or supporting FIT's efforts to secure legislator attendance.
6. Monitoring city and state legislatures for bills that may impact FIT, including but not limited to chargeback bills in the state legislature.
7. Assist in scheduling meetings with executive, legislator, and agency offices in New York State and New York City, as required.

## **VII. Dates of Engagement**

- A. The services requested are expected to commence on October 1, 2023 and to end on September 30, 2026. The Gov of 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 the Consultant a minimum of ninety (90) days prior to the expiration date of the contract of such renewal year. Failure to notify Consultant within this time period shall not operate as a waiver of the 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 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 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

### **A. Proposal Requirements:**

1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Proposers are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or Proposal Analysis Sheet. All Proposers propose on the same terms and conditions.
2. Each proposal must be sent **in 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.

### **B. No Oral Statements:**

FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).

Any changes to the proposal document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every entity that requested a copy of the RFP.(

### **C. Proposer Affirmation:**

By signing the proposal, Proposer certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and
2. Proposer is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

**D. Non-Collusive Proposal Certification:**

1. By submission of its proposal, Proposer, and each person signing on behalf of Proposer certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:
  - a. The prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
  - c. No attempt has been made or will be made by Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
2. A proposal shall not be considered for award nor shall any award be made where (l)(a), (b) and (c) above have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

**E. Confidentiality:**

1. If Proposer believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Proposer shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such



information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Proposer to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Proposer of any rights it may have under FOIL.

2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Proposers in connection with the RFP (particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Proposer in strictest confidence and used only for the purpose of the RFP.

**F. Prices:**

Proposal prices shall be held firm for *ninety (90) days* from the proposal due date.

**G. No Sales Tax:**

FIT is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

**H. Proposal Withdrawal:**

1. Proposers may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, Proposers may withdraw proposals only after the expiration of ninety (90) days and before any actual award.
3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a Proposer may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Proposer shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether Proposer shall be permitted to withdraw its proposal.

**I. Tie Proposals:**

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

**J. Proposer's Responsibility:**

In determining whether a Proposer is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.

**K. Proposal Rejection:**

1. FIT may reject a proposal if:
  - a. The proposal is not responsive to the requirements of the Request for Proposals;
  - b. Proposer does not provide information or documents required;
  - c. Proposer does not submit the proposal security as required (if applicable);
  - d. Proposer misstates or conceals any material fact in the proposal;
  - e. The proposal is conditional;
  - f. The proposal prices are not in ink;
  - g. The proposal contains prices that are unbalanced;and/or
  - h. FIT determines that Proposer is not responsible in accordance with law and FIT regulations.

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

**L. Award of Contract:**

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

2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.
3. By submission of its Proposal, Proposer represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("Exhibit C").
4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. 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.

**M. Governing Law:**

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

## "Exhibit B"

### PROPOSAL ANALYSIS SHEET GOVERNMENT AFFAIRS SERVICES

**RFP#C1574**

#### **COST/ALL INCLUSIVE**

Proposal for Government Affairs Consultant

Fixed Yearly Fee: \$ \_ \_ \_ \_ \_

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

## "Exhibit C"

### CONTRACT

**THIS CONTRACT** (the "Agreement") is made and entered into as of the \_\_\_day of \_\_\_ by and between the Fashion Institute of Technology (hereinafter "FIT") and (hereinafter "Consultant").

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WHEREAS, it is the desire of FIT to retain the services of a government affairs consultant firm 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 government affairs 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 hereby retains Consultant upon the terms and conditions contained herein, and Consultant hereby accepts said retention and agrees to provide government affairs consultation services to FIT

**1. Term:** The effective dates of this Agreement shall be through September 30, 2026 or, until such time as FIT no longer requires the services of Consultant. 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-

8. Developing a recommended, written strategic plan for the state legislative session and for city budget advocacy.
9. Providing analysis of session goals for the governor, State Senate leader/s, Assembly speaker and chairs of the Senate and Assembly Higher Education committees; and goals and areas of interest for the New York City mayor and City Council speaker.
10. Upon request, submitting plan on "path to funding for an FIT project" or other specific advocacy matter that engages FIT's government and community relations unit.
11. Working with FIT's vice president for communications and external relations and with FIT's director of government and community relations to advance the goals of the college.
12. Advising on legislator events on campus; leading and/or supporting FIT's efforts to secure legislator attendance.
13. Monitoring city and state legislatures for bills that may impact FIT, including but not limited to chargeback bills in the state legislature.

14. Assist in scheduling meetings with executive, legislator, and agency offices in New York State and New York City, as required.

**4. Payment:** The Fee is payable in equal monthly installments.

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

**6. 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.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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.

**13. 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.

# TO BE SIGNED ONLY UPON AWARD OF CONTRACT

**RFP #C1574**

**TITLE:** Government Affairs Consultant

In witness whereof, the parties have executed this Contract: The amount of this

Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_)

## FOR CONSULTANT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

## ACKNOWLEDGEMENT OF PERSON EXECUTING FOR CONSULTANT

State of 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**

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