

FASHION INSTITUTE OF TECHNOLOGY

**REQUEST FOR PROPOSAL (RFP)
Notice to Firms
Graduation Photography Services
RFP# C1503**

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, 16th Floor, New York, NY 10001-5992 (Tel: 212-217-3630)

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:

**"RFP C1503 FOR FIT
GRADUATION PHOTOGRAPHY SERVICES
TO BE OPENED ONLY BY AUTHORIZED OFFICIAL" and
"ATTENTION: WALTER WINTER, 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, 12:00 PM, on, December 22, 2021 will be considered.

SECTION ONE – PROPOSALS TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date	December 1, 2021
Last day for receipt of written questions	December 10, 2021, 3:00 PM
Proposal Due Date	December 22, 2021, 12:00 PM
Commencement of Work	January 2022

The successful Proposer shall be required to enter into a contract with FIT based on the Contract Documents, (including Proposal Terms and Conditions and RFP Terms and Conditions), attached hereto and incorporated herein.

II. INTRODUCTION

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, residential halls, and studios. Approximately 2,000 students participate in commencement exercises each year.

FIT seeks to engage the services of a graduation photography firm to photograph graduates in two situations:

- A. **Formal portraits on campus.** The Firm will be given access to the college’s Student Center for two weeks (one in March, another in May) to set up a photo studio. The Firm will provide students with an online reservation system; FIT is willing to communicate this information to students.
- B. **Stage-crossing candid’s and formal cap-and-gown portraits for all graduates at the college’s graduation ceremonies.** Undergraduate ceremonies are held over 1-2 days in late May at an offsite New York City venue, and a Graduate School ceremony is typically held on campus on a separate day. The Firm will provide FIT with Name Reader Cards, which the Firm can collect at the end of each ceremony. FIT is willing to communicate preregistration opportunities to graduates if the Firm offers an online pre-registration portal. The Firm will be provided with space on stage to take portraits of graduates immediately following receipt of their diplomas as well as space backstage to upload files (via wi-fi) and for storage of personal belonging and equipment.

Firms may submit proposals for one or both situations. Note that two weeks prior to each photoshoot, the vendor will be required to provide to the FIT point person the names, titles, and contact information (telephone and email) of each staff member who will be in attendance.

III. REQUIREMENTS

- A. All Firms shall meet the following requirements and furnish all necessary information with the Proposal. Submit one (1) complete original, four (4) complete hard copies and one (1) digital copy on a thumb drive of the Proposal. Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Firm has or asserts proprietary rights, or which must remain confidential per the terms of any prior contract, 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, the College reserves such right to use.

Proposals shall be submitted on or before, December 22, 2021, on or before 12:00PM, to:

**WALTER WINTER
DIRECTOR OF PROCUREMENT SERVICES
FASHION INSTITUTE OF TECHNOLOGY
PURCHASING OFFICE
333 SEVENTH AVENUE, 16TH FLOOR
NEW YORK, NY 10001**

Envelopes should clearly be marked:

**"RFP FOR FIT–
Graduation Photography Services –
TO BE OPENED ONLY BY AUTHORIZED OFFICIAL" and
"ATTENTION: WALTER WINTER, PURCHASING OFFICE"**

- B. 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.
- C. Questions shall be submitted in writing to the attention of the FIT Purchasing Office via e-mail to purchasingbids@fitnyc.edu by, **December 10, 2021, no later than 3:00 PM**. Answers will be provided in a timely manner.
- D. If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Proposers receiving this RFP.

- E. 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.

- F. 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.

Firms shall provide with its Proposal:

1. Overview

- a. FIT requires a Firm with a proven track record of graduation photography programs, for portrait-style photographs and/or graduation ceremony photographs. The selected vendor(s) must work with digital photography technology. Provide:
 - i. Assigned photographers' resumes.
 - ii. Sample offerings of student photo packages (size, quantity, souvenir-style items if desired).
 - iii. Description of proposed set or backdrop, props, and all creative elements.
 - iv. For Firms who submit proposals for the ceremony photographs, provide a list of all New York City venues at which the Firm has taken graduation ceremony photographs in the past 5 years, as well as the number of staff/personnel to be assigned to the event.

2. Similar Experience and References

- a. A list of other clients (colleges preferably), 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.
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- G. Documents evidencing financial viability, including income and expenditure statements and balance sheets for the past two (2) fiscal years. Audited financial statements for the past two (2) fiscal years are preferred. If audited statements are not available, provide copies of Proposer's two most recent tax returns or financial statements prepared by an independent certified public accountant.

- H. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes when proposing prices for goods or Services (as defined below). Please note, however, that the tax exemption does not apply to the portrait packages purchased by students.
- I. Proposals must be signed. Proposals must be completed in Proposer's legal name, and must be signed by a person authorized to do so.
- J. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.
- K. 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.
- L. By signing and submitting your Proposal, Proposer affirms that it has read this RFP, accepts its terms and is able and willing to sign the contract if Proposer's proposal is accepted, subject only to any changes negotiated and agreed upon by both parties. The issuance of a letter of intent to award or similar document does not require or commit FIT to enter into a contract until all terms and conditions are negotiated and acceptable to FIT. In the event of any inconsistencies between the Proposal and the RFP, the language of the RFP will prevail unless there is a written agreement to accept the Proposal's terms.
- M. Bid Security, Performance and Payment Bonds are NOT required for this Contract

IV. FEE PROPOSAL

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

Cost schedules being proposed are to be comprehensive and are to include all components and services necessary to meet the requirements of this RFP. Costs not identified cannot be added or considered at a later time and will not be accepted in the final contract. The vendor is to provide detailed pricing for each item or service necessary to comply with the requirements of this RFP.

The following picture packages are for equal pricing, proposal comparison purposes only, and must be completed. If you have alternate, better value packages, please attach details to the proposal. Cost proposals shall include costs of supervisory personnel, labor, materials, equipment overhead, profit, and all other costs associated with providing the services requested within this RFP.

At least four package options should be available to students. These options should include specific photo sizes and should vary in cost. All proposals must include but are not limited to the following (proposer may offer additional packages):

PACKAGE A 1- 8X10 2- 5X7 4 3X5 8 2X3	PACKAGE B 2 8x10 4 5X7 4 3X5 12 2X3	PACKAGE C 2 5X7 4 3X5 8 2X3
PACKAGE D 3 8X10 4 5X7 4 3X5 16 2X3	PACKAGE E 1 8X10 3 5X7 4 3X5 12 2X3	PACKAGE F 4 3X5 2 2X3
PACKAGE G 2 3X5 4 2X3		

FIT will not be accepting any fees and/or commissions for promoting a Firm’s photography services to the students. If offering such fees/commissions is part of a Firm’s standard operating procedure, this savings should be passed on to the students’ packages, and the savings must be clearly documented in the vendor’s proposal.

V. EVALUATION CRITERIA

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

- | | |
|-------------------------------------|-----|
| 1. Qualifications of Firm and Staff | 25% |
| 2. Quality of Work | 20% |
| 3. Standard Picture Packages | 20% |
| 4. References | 10% |
| 5. Cost | 20% |
| 6. Interview or Oral Presentation | 5% |

B. FIT reserves the right to award the contract to the Firm with the highest score on criteria one (1) through five (5) listed above in Section V., **or** to interview the Firm with the highest score on criteria one (1) through five (5). In the latter case, FIT will award the Contract to the Firm(s) with the highest scores on criteria on (1) through six (6).

VI. VENDOR’S RESPONSIBILITIES

It is the obligation of each vendor to examine instructions, requirements and specifications before submitting a proposal. Submission of a proposal shall be proof that such examinations

have been made and that each vendor has recorded his/her own investigation and has become thoroughly familiar with the requirements.

FIT will not be responsible for or honor any claims resulting from, or alleged to be the result of, misunderstandings by the contractor. Vendor will be required to assume responsibility for packaged service offered in the proposal.

The photographer(s) are at freedom to make extensive use of their creativity. However, they will use the school location and/or the place of graduation location settings for all the pictures.

Proofs will be sent to the students or an online viewing gallery will be made available. Prior to sitting for on-campus portraits, price lists are to be furnished to each student. No "high pressure" selling is to be used by any agent or representative of the photographer. FIT students and their families are under no obligation to purchase portraits from the photographer. Firm will not sell or share student information, including student/family contact information, to a third party.

The price lists and all information shall be made available to the school and agreed upon prior to distribution to students. FIT can provide students with a link to the vendor's order form via internal communications (such as email) and our website. A deposit for proofs may be charged, but is to be subtracted from the cost of the package selected. If no package is purchased and proofs are returned, the deposit is to be fully refunded. For on-campus portraits, no charge is to be made for re-sitting if there is no change in hairstyle or change in clothing, or if the production is faulty as a result of production methods. Re-sitting will not be provided for graduation ceremony photographs.

Photographs will be produced in a professional photo lab, using high-quality photographic paper, and will be delivered to students in a timely manner. Customer satisfaction will be guaranteed.

VII. 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 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 Proposer a minimum of ninety (90) days prior to the expiration date of Contract for such renewal year. Failure to notify Proposer by this date shall not constitute a waiver of the college's option to renew. Within ten (10) days of receiving the renewal notice, Firm shall submit a signed renewal to FIT.
- C. Unless mutually agreed to by the parties, 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 this RFP, FIT shall have the right to suspend, abandon or terminate contract for any reason, and such action shall in no event be deemed a breach of contract.

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 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 (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 ninety (90) days from the proposal due date.

G. **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.

H. **Tie Proposals:**

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

I. **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.

J. **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.

K. **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.
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>."

L. **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.

Agreement Concerning Use of Data

For and in considerations of the current and continuing contract for college picture products and services, between vendor and FIT, vendor hereby acknowledges that all data relating to students of the college, including but limited to names, addresses, email addresses, is confidential information and shall be at all times regarded, treated and protected as such.

The awarded vendor promises and agrees that it will not reveal, report, publish, disclose, or transfer to any person, other corporation or other organization, the data received from FIT without prior authorized written permission from the college's General Counsel.

This confidentiality agreement shall survive the termination of RFP "Graduation Photography Services" or any resulting contract.

“Exhibit A”

PROPOSAL ANALYSIS SHEET

Graduation Photography Services

RFP No. C1503

COST/ALL INCLUSIVE

Proposal for Graduation Photography Services

Fee: \$ _____

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.

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

RFP C1503 – Graduation Photographer

In witness whereof, the parties have executed this Contract: The amount of this Contract is Dollars (\$_ _ _ _)

FOR CONSULTANT:

Signature

Print Name and Title

FASHION INSTITUTE OF TECHNOLOGY:

Sherry F. Brabham, Treasurer

Date

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