

**REQUEST FOR PROPOSAL
NOTICE TO FIRMS
FASHION INSTITUTE OF TECHNOLOGY**

**EXECUTIVE SEARCH CONSULTING SERVICES –
COLLEGE PRESIDENT RECRUITMENT**

RFP # C1648

The Fashion Institute of Technology (FIT) is ONLY accepting electronic RFPs.

Only those proposals emailed to purchasingbids@fitnyc.edu and received, on or before, 1:00 PM, October 8, 2024 will be considered.

FIT will not be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will not be considered nor returned.

REQUEST FOR PROPOSAL

EXECUTIVE SEARCH CONSULTING SERVICES – COLLEGE PRESIDENT RECRUITMENT

RFP No. C1648

SECTION ONE -- PROPOSAL TERMS AND CONDITIONS

I. SCHEDULE

RFP Release Date:	September 16, 2024
Written questions may be submitted to Purchasing Office via email: Purchasingbids@fitnyc.edu . Answers will be provided to all firms in a timely manner.	
Last Day for Receipt of Written Questions:	September 23, 2024, 3:00 PM
Response to Questions Date:	September 30, 2024
Proposal Due Date:	October 8, 2024, 12:00 PM
*Presentations/Interviews:	The week of October 21, 2024
Selection of Consultant:	November 11, 2024
Commencement of Work:	December 2, 2024

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

II. INTRODUCTION

- 1. Objective:** The Fashion Institute of Technology (FIT) invites proposals from qualified search firms to assist in the recruitment of a new President. The search firm will play a critical role in identifying and attracting highly qualified candidates who align with our institution’s mission, values, and strategic goals.
- 2. Background:** A part of the State University of New York, FIT has been a leader in career education in art, design, business, and technology throughout its history. Providing over 8,000 students with an uncommon blend of hands-on, practical experience, theory, and a firm grounding in the liberal arts, the college offers a wide range of affordable programs that foster

innovation and collaboration. Its distinctive curriculum is geared to today's rapidly growing creative economy, including computer animation, toy design, production management, film and media, and cosmetics and fragrance marketing. Internationally renowned, FIT draws on its New York City location to provide a vibrant, creative community in which to learn. 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. Among notable alumni in fashion are Calvin Klein, Michael Kors, Reem Acra, Brian Atwood, Dennis Basso, Francisco Costa, Norma Kamali, Nanette Lepore, Bibhu Mohapatra, Daniel Roseberry, Ralph Rucci, John Bartlett, Peter Do, and Michelle Smith. Other prominent graduates include Leslie Blodgett, creator of bareMinerals; international restaurant designer Tony Chi; and Nina Garcia, editor-in-chief, Elle.

III. PROPOSAL REQUIREMENTS

Proposal requirements are as follows:

1. Provide documentation that your firm has been doing business in the Executive Search Consulting Services field for a minimum of five (5) years immediately prior to the date of this RFP.
2. Firm's background and experience in conducting executive searches for academic institutions, particularly for Presidents or equivalent roles.
3. Relevant experience working with institutions of similar size and complexity.
4. Provide a list of higher education and/or other industry clients for whom searches for this type of position have been conducted by your firm in the past three years. Include references from recent clients, particularly from higher education institutions.
5. Approach to identifying and attracting candidates, including strategies for recruiting a diverse applicant pool Describe how your firm will comply with state and federal laws relating to Affirmative Action and Equal Opportunity Employment.
6. Describe your firm's capacity to contact prospects with the qualifications for this position.
7. Proposed timeline and key milestones for the search process.
8. Provide the names and background summaries of the individuals who will perform these services at each phase of the process, and the roles that each will be assigned.

IV. FEE PROPOSAL

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

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. Understanding of our institution's culture, mission, and strategic priorities and demonstrated expertise and experience in the recruitment of senior-level academic leaders. - 20%
2. Demonstrated capacity to attract a substantial pool of qualified prospects for the position (e.g., size of firm, number of consultants, administrative support; accommodation of state and federal laws related to affirmative action and equal opportunity employment) and the ability to evaluate their qualifications according to defined criteria. - 20%
3. The specific qualifications, experience and references of the principal and other consultants to be assigned to the search and track record of successful placements. - 15%
4. Feasibility of the proposed approach including the ability to devote the necessary resources to complete all tasks within the required timeframe. (e.g., staff assigned, recruitment sources, recruitment tools) - 15%
5. Cost-effectiveness and transparency of the fee structure. - 20%
6. Presentations – 10% (optional)

The College reserves the right to select a vendor based on criteria 1-5. Presentations are optional, at the College's sole discretion. If the committee should decide to require presentations, it shall do so by selection from a number of those vendors having attained the highest scores based on criteria 1 through 5. 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 6.

VI. CONSULTANT RESPONSIBILITIES

Upon awarding the Contract, the search consultant selected by the College will be responsible for the following tasks:

1. Conducting a comprehensive needs assessment and developing a candidate profile/job description based on stakeholder input.
2. Developing a targeted recruitment strategy for recruiting, screening, and evaluating candidates (search methodology) of a diverse and highly qualified candidate pool.

3. Working with a College search committee that the President has designated to guide the recruitment and selection process.
4. Providing guidance to the board chair in Search Committee membership selection.
5. Assisting the Search Committee with creating and, if necessary, revising the job advertisement/position description developing selection criteria based on the position description.
6. Providing active solicitation of a diverse group of individuals with outstanding qualifications to encourage them to become part of the pool of prospects. It is anticipated that this activity will include, but not be limited to, the circulation of announcements in professional journals and on applicable websites as well as the firm's extensive personal contacts with prospective candidates.
7. Maintaining all applications, resumes, and related materials in a manner that protects the confidentiality of all prospects for the position, and which is in compliance with state and federal law and affirmative action regulations.
8. Presenting a shortlist of recommended candidates to the Search Committee.
9. Facilitating candidate interviews and campus visits.
10. Assisting in the negotiation of the employment contract with the selected candidate.
11. Conducting reference and background checks.

VII. Dates of Engagement

The services requested are expected to commence on or about the signing of the agreement. FIT looks to the search consultant for guidance regarding the date by which the search should be completed. However, FIT would hope to bring this to closure sometime in November 2024.

SECTION TWO -- RFP GENERAL TERMS AND CONDITIONS

A. Proposal Requirements:

1. Proposals must be received before the RFP deadline and must include the entire proposal document (consisting of Section One – Proposal Terms and Conditions and this Section Two – RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Proposers are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions, and/ or Proposal Analysis Sheet. All Proposers propose the same terms and conditions.
2. **Each proposal must be sent electronically in PDF format to purchasingbids@fitnyc.edu and include all required information as outlined in Section IV.**
3. Proposals received after the deadline will not be considered nor returned.

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. Proposer is of lawful age and the only one interested in the proposal or transaction;
2. No person, firm, or corporation other than Proposer has any interest in the proposal, the contract proposed to be let, or the transaction involved;
3. 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
4. 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.
3. The fact that proposer has:
 - a) Public price lists, rates, or tariffs covering items being procured;
 - b) Informed prospective customers of proposed or pending publication of new or revised price lists for such items; or
 - c) Sold the same items to other customers at the same price being proposeddoes not constitute, without more, a disclosure within the meaning of (D)(1)(b) above.

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 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.
3. All information provided in response to this RFP is considered confidential and should not be shared with third parties without prior written consent from FIT.

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 received, to negotiate modifications to the scope of services, or to cancel this RFP in part or in its entirety if it is in the best interest of the institution.

L. Award of Contract:

1. Subject to the provisions in Paragraph K immediately above, the Award shall be made to the highest score of Evaluation Criteria Proposer pursuant to law and FIT regulations.
2. FIT reserves the right to waive technicalities in a proposal if it is in the best interest of FIT to do so.
3. By submission of its Proposal, Proposer represents that it is willing and able to enter into an agreement with FIT (the "Contract") upon the terms and conditions substantially in conformance with those contained in the agreement attached to this RFP ("Exhibit B").
4. The Contract shall be signed by the successful Proposer after the award is made. The successful Proposer shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Proposer fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executory only to the extent of funds available.

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 A”

PROPOSAL ANALYSIS SHEET

COLLEGE PRESIDENT RECRUITMENT

RFP No. C1648

COST/ALL INCLUSIVE

Proposal for Executive Search

Fixed Fee: \$ _____ **OR** Contingency Fee _____ %

Firm may propose either a fixed fee or a percentage of salary as described in Exhibit B, Contract, Section 3.

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 B”

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”).

WHEREAS, it is the desire of FIT to retain the services of a search firm with experience in recruiting and hiring senior academic administrators;

WHEREAS, Consultant desires to undertake the role of the exclusive search firm consultant to provide the services necessary to identify the individual that meets the requirements for the position of College President

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 search on behalf of FIT

1. **Term:** The effective dates of this Agreement shall be _____ through _____ or, until such time as FIT no longer requires the services of Consultant. The Agreement may, however, be terminated at any time by either party giving thirty (30) days’ notice in writing to the other party.
2. **Services by Consultant:** The search consultant selected by the College will be responsible for the following tasks:
 - a. Conducting a comprehensive needs assessment and developing a candidate profile/job description based on stakeholder input.
 - b. Developing a targeted recruitment strategy for recruiting, screening, and evaluating candidates (search methodology) of a diverse and highly qualified candidate pool.
 - c. Working with a College search committee that the President has designated to guide the recruitment and selection process.
 - d. Providing guidance to the board chair in Search Committee membership selection.
 - e. Assisting the Search Committee with creating and, if necessary, revising the job advertisement/position description developing selection criteria based on the position description.

- f. Providing active solicitation of a diverse group of individuals with outstanding qualifications to encourage them to become part of the pool of prospects. It is anticipated that this activity will include, but not be limited to, the circulation of announcements in professional journals and on applicable websites as well as the firm's extensive personal contacts with prospective candidates.
 - g. Maintaining all applications, resumes, and related materials in a manner that protects the confidentiality of all prospects for the position, and which is in compliance with state and federal law and affirmative action regulations.
 - h. Presenting a shortlist of recommended candidates to the Search Committee.
 - i. Facilitating candidate interviews and campus visits.
 - j. Assisting in the negotiation of the employment contract with the selected candidate.
 - k. Conducting reference and background checks.
3. **Compensation:** Payment in consideration of this Agreement shall be in the amount of \$_____. Payable in accordance with the following schedule:

OR

The Agreement between FIT and Consultant is on a "contingency fee" basis in that the Consultant's fee shall be calculated to be precisely _____% of the successful candidate's first year gross annual salary (excluding any benefits, commissions, bonus compensation, or stipends) (the "Fee"); provided, however, that no charges are incurred by FIT under the following conditions:(i) the candidate contacted FIT prior to Consultant's presentment of the candidate; (ii) FIT identified the candidate from another source prior to Consultant presenting the candidate; (iii) FIT does not employ the candidate within one year of Consultant's first submission of the candidate to FIT; or (iv) the candidate leaves under his/her own volition or is terminated for cause within ninety (90) days after the starting date of employment subject to Paragraph 4 immediately below.

4. **Payment and Refund:** The Fee is payable at 50% 45 days after the starting date of employment (as an advance of Consultant's entitlement to the Fee) and the remaining 50% is payable 91 days after the starting date of employment. In the event that the candidate leaves under his/her own volition or is terminated for cause within ninety (90) consecutive days after the starting date of employment, Consultant shall conduct a search for a maximum period of three (3) months in an effort to provide a replacement candidate for hire by FIT. In the event that Consultant fails to locate and recruit a replacement hired by FIT, Consultant shall refund 100% of any Fee received for such candidate minus \$5,000. If Recruiter fails to return the Fee to Consultant within 15 days of FIT's request,

any money owed to FIT shall bear interest at the lesser of 1.5% per month, or the highest rate allowed by law.

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.

[END OF PAGE]

TO BE SIGNED ONLY UPON AWARD OF CONTRACT

RFP # C1648

TITLE: Executive Search Firm Consulting Services- College President Recruitment

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 _____ 20____, 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