

**REQUEST FOR PROPOSAL  
NOTICE TO FIRMS  
FASHION INSTITUTE OF TECHNOLOGY  
EXECUTIVE SEARCH CONSULTING SERVICES  
VICE PRESIDENT FOR COMMUNICATIONS AND EXTERNAL  
RELATIONS  
  
RFP# C1553**

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, 15<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 SEARCH CONSULTANT -- VICE PRESIDENT  
FOR COMMUNICATIONS AND EXTERNAL RELATIONS 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, 1:00 PM, on  
September 6, 2022 will be considered.**

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

### **I. SCHEDULE**

RFP Release Date: August 18, 2022

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 the form of an addendum in a timely manner.

Last Day for Receipt of Written Questions: August 26, 2022 by 1:00 PM

Response to Questions Date: Week of September 2, 2022

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Proposal Due Date: On or before September 9, 2022 by 1:00 PM

\*Presentations/Interviews: Week of September 16, 2022

Selection of Consultant: Week of September 23, 2022

Commencement of Work: Within 10 days of signed contract

*\*The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled. Dates are not firm; these dates are an estimate if necessary.*

### **II. INTRODUCTION**

The Fashion Institute of Technology ("FIT" or the "College") is a State University of New York (SUNY) community college, located in New York City, and internationally recognized for its design, fashion, art, communications, and business programs. A career college, it offers almost 50 programs leading to the Associate of Applied Sciences, Bachelor of Fine Arts, Bachelor of Science, Master of Arts, Master of Fine Arts and Master of Professional Studies degrees. With an historic link to industry, its hallmark is its rigorous hands-on academic programs, applied learning opportunities, and a faculty composed of industry professionals. Approximately 10,000 full and part-time students are currently enrolled.

Located in the Chelsea area of Manhattan, FIT facilities include 12 buildings with state-of-the-art studios, labs, classrooms, and offices including four residence halls serving approximately 2,200 resident students. The campus also includes the Gladys Marcus Library and The Museum at FIT. Degree and non-degree programs are offered through the Schools of Art and Design, Business and Technology, Liberal Arts, Graduate Studies and the Center for Continuing and Professional Studies. Associate, Bachelor, and Graduate degrees are awarded. Visit the [FIT Website](#) for detailed information.

### **The Position**

Reporting to the President and serving on the senior management team, the Vice President for Communications and External Relations provides overall leadership, strategic planning, and creative direction in support of a comprehensive institutional marketing communications program on behalf of FIT. Primary responsibilities include the development and implementation of a local, national, and international marketing and communications plan in order to build image, visibility, and reputation; manage the FIT brand; support and increase enrollment; enhance alumni and donor affinity; and advance the understanding of the college's mission. A draft job description is attached ("Exhibit A") but the College is seeking assistance from the search firm that is awarded the contract to assist the College in rewriting the job description in order to draw the strongest pool of candidates.

### **III. 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 the recruitment of senior-level executives with the experience as described in the attached position description - preferably in higher education.
2. 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.
3. Describe your firm's capacity to contact prospects with the qualifications for this position.
4. 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.
5. Per Section VII below, provide an estimated timeframe consistent with FIT's goal for completion and provide an assurance of your firm's ability to complete the required tasks within the stated timeframe, inclusive of any reservations you may have.
6. Describe how your firm will accommodate state and federal laws relating to Affirmative Action and Equal Opportunity Employment.
7. Provide an explanation of the fees you intend to charge.
8. 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.

#### **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 expertise and experience in the recruitment of senior-level executives with the experience as described in the attached position description. 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. 15%
4. 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. The fees proposed for services to be provided - 20%
6. Presentations- 10%(optional)

The College reserves the right to select a vendor based on criteria 1-5. Presentations are optional, in 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 shall be expected to provide the following services:

1. Developing a recommended approach for recruiting, screening, and evaluating candidates (search methodology).
2. Working with a College search committee that the President has designated to guide the recruitment and selection process.
3. Reviewing and, if necessary, revising the job advertisement/position description (a draft of which is attached as Exhibit A) and developing selection criteria based on the position description.
4. Reviewing resumes and assessing candidates whom the search committee has decided to interview prior to engaging a search firm.
5. Reviewing advertising copy which has already been drafted and making recommendations, if needed, for edits.
6. Providing recommendations for additional advertising sites in print and electronic media and an estimated cost for such solicitation. This includes brochures and other promotional materials. All recommendations will be approved by the search committee and/or the President. Upon approval, the firm will place the ads and distribute all promotional materials.
7. 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.
8. 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.
9. Facilitating the interview process with the search committee, other groups on campus and the College's President.
10. 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 by *October 28, 2022*.

## 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 proposals. A request that an entire proposal or proposals be kept confidential will not be considered. Failure by Proposer to submit such a letter with its proposal or proposals 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 of its 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.
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”**

### **JOB DESCRIPTION**

#### **FIT - Vice President for Communications and External Relations**

##### **About Fashion Institute of Technology:**

The Fashion Institute of Technology (FIT), part of the State University of New York and an internationally renowned college of art, design, business, and technology with a strong emphasis on liberal arts, invites applications for a Vice President for Communications and External Relations.

##### **Job Description:**

Reporting to the President and serving on the senior management team, the Vice President for Communications and External Relations provides overall leadership, strategic planning, and creative direction in support of a comprehensive institutional marketing communications program on behalf of FIT. Primary responsibilities include the development and implementation of a local, national, and international marketing and communications plan in order to build image, visibility, and reputation; manage the FIT brand; support and increase enrollment; enhance alumni and donor affinity; and advance the understanding of the college’s mission.

The Vice President oversees an award-winning and integrated team of nearly 30 Communications and External Relations staff members specializing in public/media relations, marketing, creative services, and content development, graphic design and production, advertising, digital and social media, the college’s magazine *Hue*, crisis communications, writing and editing, government/community relations, events management, and other related activities. The communications portfolio includes all facets of the college, including The Museum at FIT and The FIT Foundation.

The Vice President also translates FIT’s strategic goals and objectives into communications strategy, identifies and executes key marketing issues, and manages a centralized budget for all internal and external marketing and communication efforts. Extensive outreach within the FIT community and beyond is required and key constituents include prospective students, alumni, faculty and students, industry, donors, government officials, and the general public.

The Vice President for Communications and External Relations participates throughout the college community as a member of the President's Cabinet and Extended Cabinet, College-wide Strategic Planning Council, Emergency Planning and Response Group, Commencement Committee, Policy Advisory Group, and XYZ.

Key responsibilities include:

##### **Leadership and Strategy**

- Work with the President and President’s Cabinet to establish long-term communications strategy in support of FIT goals and objectives
- Build and manage all elements of the FIT brand

- Advise the President and other key administrators regarding effective communications strategies on matters of importance to the college
- Guide and oversee direct-report employees in order to develop communication and creative services strategy, media and social media strategy, government and community relations strategy, and events management and facilities rental programming
- Direct and manage divisional budget and financial planning
- Oversee campaigns and media purchases to
- Provide leadership in the effective use of current technology in the development, design, implementation, and editorial direction for the website, digital, and video communications

## Marketing

- Engage in and sustain periodic marketing research in support of data- and information-driven decision-making
- Develop and direct marketing communications plans for a wide range of institutional programs, events, and activities, including museum exhibitions and related efforts, adult learner offerings, precollege and prospective student outreach, among others
- Collaborate with undergraduate and graduate enrollment teams to develop marketing plans and materials that help meet student enrollment goals.

## Communications

- Focus efforts on enhancing FIT's reputation and increasing an understanding of the depth and breadth of the college
- Oversee the development and distribution of the college's award-winning magazine, *Hue*
- Manage crisis communications and maintain the crisis communications plan
- Enhance and coordinate internal communications
- Ensure an integrated program of message development across appropriate FIT and external communications channels

## Project and Relationship Management

- Ensure that marketing materials reflect institutional priorities and are produced/ delivered in a cost-effective, timely, and quality manner
- Ensure that contact and production reports, status reports, and closing-the-loop reports are developed and shared as needed
- Maintain relationships across the college, with external agency/service providers, and other colleagues as needed
- Hold periodic meetings for the Brand Management Advisory Group, the XYZ,
- Manage staff, including interviewing, hiring, and training; planning assigning, and directing work; appraising performance, establishing goals and objectives, and addressing complaints and resolving problems.
- Support "creative crowdsourcing" from within the college community—faculty, students, and alumni—to leverage and showcase FIT talent in developing and producing communications materials.

The successful candidate will be a strategic, sophisticated communications professional and leader with deep knowledge of marketing communications, public and media relations, digital strategy, and crisis communications. The successful candidate will have demonstrated success as a spokesperson, will possess the ability to understand the larger institutional picture and identify logistical objectives to meet broader college wide goals, will be an effective supervisor and colleague, and will bring creativity and enthusiasm to the role while maintaining a level of

professionalism, thoughtfulness, and collaboration to the position. The successful candidate will possess a bachelor's degree, master's preferred, and a minimum of 10 years of successful marketing and communications experience including public relations, publications, and media relations; an innovative approach to problem-solving; crisis communications; exceptional writing, speaking, and other communication skills; and the ability to relate effectively within the academic community and to diverse publics. This person must possess a genuine interest in an academic environment and the unique higher education that FIT offers.

**Requirements:**

- A Bachelor's degree in a related field;
- 10 years of successful marketing and communications experience including public relations, publications, and media relations;
- Exceptional technological literacy, writing, speaking, and other communication skills;
- Demonstrated success as a creative, effective manager; and experience in an academic environment.

**Additional Information:**

Supplemented by a generous benefits package, the salary range for this position is competitive and will be dependent on experience and qualifications.

**Application Instructions:**

In order to be considered for the position, you must submit the following documents online:

- Cover letter
- Resume
- A list of three references with telephone numbers and email addresses

**"Exhibit B"**

**PROPOSAL ANALYSIS SHEET**

**EXECUTIVE SEARCH CONSULTING SERVICES VICE PRESIDENT FOR  
COMMUNICATIONS AND EXTERNAL RELATIONS**

**RFP#C1553**

**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 C, Contract, and 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 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").

.....  
WHEREAS, it is the desire of FIT to retain the services of a search firm with experience in recruiting and hiring senior-level administrators who have led and/or managed communications and external relations in the not-for-profit and, more specifically, higher education arena.

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 specifically described in the Draft Job Description Document for the position of Vice President for Communications and External Relations, annexed hereto as "Exhibit A."

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 \_\_\_\_\_ (the "Commencement Date") through \_\_\_\_\_ (the "Expiration Date") 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 Consultant shall be expected to provide the following services:

- Developing a recommended approach for recruiting, screening, and evaluating candidates (search methodology).
- Working with a College search committee that the President has designated to guide the recruitment and selection process.
- Reviewing and, if necessary, revising the job advertisement/position description (a draft of which is attached as Exhibit A) and developing selection criteria based on the position description.
- Reviewing resumes and assessing candidates whom the search committee has decided to interview prior to engaging a search firm.
- Reviewing advertising copy which has already been drafted and making recommendations, if needed, for edits.
- Providing recommendations for additional advertising sites in print and electronic media and an estimated cost for such solicitation. This includes brochures and other promotional materials. All recommendations will be

approved by the search committee and/or the President. Upon approval, the firm will place the ads and distribute all promotional materials.

- 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.
- 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.
- Facilitating the interview process with the search committee, other groups on campus and the College's President.
- 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:

*25% of the fee payable 3 months following the commencement date of the Contract.*

*25% of the fee payable 6 months following the commencement date of the Contract*

*50% of the fee payable on the expiration date (1 year following commencement date of the Contract)*

*Notwithstanding the scheduled dates set forth above, the Parties mutually agree that the fee shall be deemed fully earned and payable on the date that a successful candidate starts work at the college. It is further agreed that the search firm shall not be entitled to collect the fee in the event it elects to unilaterally terminate the Contract prior to the expiration of the Term. If the search firm unilaterally terminates it shall refund 100% of any portion of the fee that it has received minus \$2,500. If the search firm fails to return the full amount within fifteen (days) of FIT's request, any money owed to the college shall bear interest at the lesser of 1.5% per month, or the highest rate allowed by law until such date that payment is recovered.*

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 ninety-one (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-one (91) 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 Consultant fails to return the Fee to FIT within fifteen (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 until such date that payment is fully recovered.

**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 law's 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 #C1553

**TITLE:** Executive Search Firm Consulting Services- Vice President for Communications and External Relations

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 \_\_\_\_\_ 2022, 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, VP of Administration

\_\_\_\_\_  
Date