

REQUEST FOR PROPOSAL FOR Executive Search Firm for Chief Executive Officer



Early Learning Coalition of Southwest Florida, Inc.

2675 Winkler Ave, Ste 300

Fort Myers, FL 33901

Phone: 239-935-6101, Fax: 239-935-6187

Date RFP Available: November 15, 2023

Closing Date and Time: November 21, 2023/5:00 PM (EST)

Request for Proposal for Executive Search Firm for Chief Executive Officer

PURPOSE

The local Early Learning Coalition's role is to develop and administer comprehensive School Readiness program and Voluntary Pre-Kindergarten programs that prepare children to succeed in school and in life. This ongoing process involves building on existing services, working in cooperation with other programs for young children and coordinating and integrating program funding and services to achieve efficiency, accountability, and full effectiveness. To this effect, the Coalition is requesting proposals for all labor, equipment, and materials necessary to provide Executive Search Services.

Facts about the ELCSWFL:

- Current number of staff: 52
- 2021-22 Operating Budget: \$90,889,000
- Current number of board of directors: 17
- Approximately 425 early learning providers in Southwest Florida

I. PROCUREMENT INFORMATION

- A. The ELCSWFL is seeking an executive search firm with superior knowledge and expertise, as well as proven success in the field of executive recruitment, that will provide candidates for the position of Chief Financial Officer. The expectation is that the engagement will produce 5-8 qualified candidates for the executive team to review. The target employment date for the Chief Executive Officer is January 3, 2024.
- B. The ideal candidate will have a deep commitment to creating a consumer-oriented operation, collaborative orientation to successfully partner with stakeholders, excellent conceptual abilities, superior management skills, experience building diverse and inclusive teams, solid financial expertise and thrive in diverse and innovative environments. Salary range: To be determined in consultation with search firm subject to State of Florida limitations on salary.
- C. The Respondent should bid, breaking down the price. Interested companies should submit one original and 2 copies of their proposal by **5:00 p.m. Eastern Standard Time, November 21, 2022**, to ELCOFSWFL, ATTN: Lugeenya Blackstock, Chief Financial Officer 2675 Winkler Ave., Suite 300 Fort Myers, Florida. 33901. The proposals should be sealed and clearly marked on the outside as follows: Executive Search Proposal, **due November 21, 2022**.
- D. This RFP is issued by the Early Learning Coalition of Southwest Florida, Inc. The contact person listed below is the single point of contact for this RFP. The contact person for this RFP is:

Wynetta Upshaw, Chief Financial Officer
Early Learning Coalition of Southwest Florida, Inc.

2675 Winkler Ave., Suite 300
Fort Myers, FL 33901
[Wynetta Upshaw@elcofswfl.org](mailto:Wynetta.Upshaw@elcofswfl.org)

- E. Applicants are **prohibited** from contacting Coalition personnel or Board members regarding this solicitation other than the contact person identified in this document. Any occurrence of a violation may result in the disqualification of the Applicant. Applicants may submit questions by email to the contact person listed above. Responses will be emailed to applicant within 1 working day of receipt. All written inquiries must be received **by November 20, 2022.**
- F. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S. is disqualified from applying.
- G. Failure to have performed any contractual obligations with the Coalition in a manner satisfactory to the Coalition will be a sufficient cause for disqualification.
- H. To be disqualified as an Applicant under this provision, the Applicant must have had a contract terminated by the Coalition, by any other State agency, or by any Children's Services Council for cause.
- I. The proposals will be evaluated by ELCOFSWFL staff who will then submit to the ELCOFSWFL Interim Board Chairman for approval.
- J. ELCOFSWFL reserves the right to reject any or all proposals and to select the firm which, in its judgment, best meets the needs of ELCOFSWFL.
- K. Results of the selection will be posted on ELCOFSWFL Web site www.elcofswfl.org and at the ELCOFSWFL office at 2675 Winkler Ave., Suite 300 Fort Myers, FL 33901. Posting will be made within 48 hours of the selection.

II. SCOPE OF WORK

The Coalition intends that the successful Proposer, once engaged, will conduct a focused search for qualified candidates for the position of Chief Executive Officer consistent with a search strategy agreed upon with the Coalition. To carry out this objective, the Coalition expects that the successful Proposer shall:

I. Services to be provided

A. Develop and implement a strategy to perform an executive search and advertise locally, statewide and nationally to identify high quality applications from which an employment decision can be made. This strategy shall include outreach efforts designed to capture to a diverse slate of qualified candidates who might not have otherwise expressed an interest.

B. Consult with the Executive Committee of the Board, independently, to review the position profile established by the Board (background, education, training, experience, knowledge, skills and abilities, management style and other appropriate characteristics desires) of the ideal candidate for the position.

C. Review resumes of all applicants to ensure that they meet or exceed the qualifications set forth in the profile established in Section I -B

D. Conduct a comprehensive evaluation; provide weekly written reports to the Executive Committee regarding all candidates and conduct initial interviews of candidates who meet the criteria established in the profile to verify each applicant's experience. Further evaluation of the candidates shall include: vetting the interview results; conducting an in-depth reference check of the candidates by contacting the individuals who are, or have been, in positions to evaluate the on-the-job performance of the candidate; and conducting education, criminal, financial, media and civil litigation background checks that result in a list of five (5) to eight (8) candidates who are the most qualified and best suited for consideration by the Board.

E. Conduct in-depth interviews with all candidates to clarify any politically sensitive or potentially embarrassing issues that might arise in a candidate's background, in order to clearly understand the circumstances. Initial interviews may be executed in person or electronically depending on what is the most financially efficient.

F. Respond within one (1) business day to any/all inquiries from the Human Resources Director.

G. Consult with the Executive Committee of the Board to develop an interview process to ensure the Coalition produces information from each candidate that will lead to the selection of the most qualified among the candidate pool.

H. Facilitate, in-person, the interviews of finalists by the Executive Committee of the Board at a public meeting. This includes advance design of the interview questions and process in coordination with the Board as well as coordination of candidate and Coalition stakeholder schedules and candidate travel.

I. Extend the initial executive search, at no additional cost to the ELCSWFL, if all candidates are rejected after an initial round of interviews.

J. Throughout the search and selection process, maintain timely and consistent communication with all who express interest in the position until each is notified of being excluded from further consideration.

K. Provide the Board with a complete breakdown of Equal Employment Opportunity (EEO) information on all candidates who express an interest in the position

III. Invoicing and Payment

1. The Contract resulting from this RFP will be based on Cost Reimbursement.

2. The Proposer must submit a Coalition-approved invoice form to the Coalition monthly. Invoices must be submitted to the Coalition by the 15th of the month following

the month that services were provided. The Coalition must approve the invoice with supporting documentation.

3. Timing of payment of invoices by the Coalition to the Proposer and similar issues regarding payment is governed by section 215.422, Florida Statutes.

IV. Confidentiality

The Respondent agrees to keep the information related to all contracts in strict confidence. Other than reports submitted to the Coalition, the Respondent agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Respondent's possession, to those employees on the Respondent's staff who must have the information on a "need to know" basis.

The Respondent agrees to immediately notify, in writing, the Coalition's authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

V. Late Proposals

1. Proposals received at the office designated in the Request for Proposals after the close of business on the date specified therein will not be considered unless:
 - a. They are sent by registered mail, or by certified mail, for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained; and it is determined by ELCOFSWFL that the late receipt was due solely to delay in the mail, for which the respondent was not responsible; or
 - b. It is determined by the ELCOFSWFL that the late receipt was due solely to mishandling by ELCOFSWFL after receipt at ELCOFSWFL s' office, provided that timely receipt at the office is established upon examination of an appropriate date or time stamp (if any) of the office, or of other documentary evidence or receipt (if readily available) within the control of such installation or of the post office serving it.
2. Respondents using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such a receipt against the chance that it will be required as evidence that a late proposal was timely mailed.
3. The time of mailing of late proposals submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the respondent furnished evidence from the post office station of mailing which established an earlier time. In the case of certified mail, the only acceptable evidence is as follows:

- a. Where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the respondent which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or,
- b. An entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.
- c. Proposals may be delivered by hand.
- d. Proposals may be emailed to Wynetta Upshaw at Wynetta.upshaw@elcofswfl.org by 5:00 PM on November 21, 2023.

VI. Final invoice

The Contractor shall submit the Final invoice for payment to the ELCOFSWFL no more than 45 days after the contract ends or is terminated. If the Contractor fails to do so, unless waived in writing by the ELCOFSWFL, all rights to payment are forfeited and the ELCOFSWFL will not honor any requests submitted after the above 45-day time period. Any payment due under the terms of this contract may be withheld until all reports due from the Contractor and any necessary adjustment(s) thereto have been approved by the ELCOFSWFL.

VII. Funding availability/annual appropriation

Pursuant to Section 287.0582, F.S., the ELCOFSWFL's performance and obligation to pay under this PO is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn, or redirected by federal/state program funders, the ELCOFSWFL may terminate the contract upon no less than twenty-four (24) hours written notice to the Contractor. In the event the contract is terminated for lack of funding, the ELCOFSWFL shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the contract scoped transaction(s). The ELCOFSWFL shall be the final authority as to the availability of appropriated funds.

VIII. Mandatory reporting of fraud/criminal activity

The Contractor shall report to the ELCOFSWFL's Contract Manager (or other listed contact person) within twenty-four (24) chronological hours all suspected or known instances of Contractor's operational fraud or criminal activities relating to the PO/contract. In accordance with 45 CFR 75.113 (also 2 CFR 200.313), *Mandatory disclosures*, the Contractor and its approved subcontractors must disclose in a timely manner and in writing to the ELCOFSWFL all violations involving fraud, bribery or gratuity violations potentially affecting this PO/Contract and/or the related federal/grant

program(s). The ELCOFSWFL is required to review and consider any publicly available information about the Contractor in the Federal Awardee Performance and Integrity Information System (FAPIIS) <https://fapiis.gov>.

IX. No contract services performed outside the USA.

The Contractor and its subcontractors and agents are prohibited from (i) performing any of the Contract services outside the United States, or (ii) sending, transmitting, or accessing any School Readiness Program or Voluntary Prekindergarten Education Program or other program-related data pursuant to this contract outside of the United States unless approved by the ELCOFSWFL in writing. The Parties agree that a violation of this provision will: Entitle the ELCOFSWFL to immediately terminate the contract for cause upon email notice to the Contractor's Contract Manager.

Result in immediate and irreparable harm to the ELCOFSWFL, entitling the ELCOFSWFL to immediate injunctive relief. Entitle the ELCOFSWFL to recover damages for the breach. These damages will include all reasonable costs incurred by the ELCOFSWFL for investigations, forensic investigations, data recoveries, notifications, and remediation.

X. Notification of legal action

The Contractor shall notify the ELCOFSWFL of legal actions taken against it or potential actions, such as lawsuits, related to goods/services provided through this contract or that may affect the Contractor's ability to deliver the contractual goods/services, or adversely impact the ELCOFSWFL. The ELCOFSWFL's Contract Manager (or other listed contact person) will be notified in writing within twenty-four (24) continuous hours of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

XI. Unauthorized alien(s)

The Contractor agrees that unauthorized aliens shall not be employed. The ELCOFSWFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1342a). Such violation shall be cause for unilateral cancellation of the PO/contract by the ELCOFSWFL.

XII. Records Retention

The Contractor shall keep and maintain records ordinarily and necessarily required by the ELCOFSWFL to perform the scoped transaction(s) of this contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services.

Project/contract completion has not occurred until all reporting requirements are satisfied, and final payments have been received/released. The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the office or its designees upon its request. The contract may be unilaterally canceled by the ELCOFSWFL for failure or refusal by the Contractor to keep and maintain records as described herein.

XIII. Return of Funds

The Contractor shall return to the ELCOFSWFL any overpayments disbursed to the Contractor by the ELCOFSWFL due to unearned funds or funds disallowed pursuant to the terms of the contract. In the event the Contractor or its independent auditor discovers an overpayment was received, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the ELCOFSWFL. In the event the ELCOFSWFL first discovers an overpayment was made, the ELCOFSWFL will notify the Contractor in writing of such occurrence. Should repayment not be made in a timely manner by the Contractor, the ELCOFSWFL shall be entitled to charge a lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the ELCOFSWFL's Contract Manager (or other listed contact person) and made payable to the ELCOFSWFL.

XIV. Legal Requirements

It shall be the responsibility of the provider to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner effect the items covered herein. Lack of knowledge by the company will in no way be a cause for relief from responsibility.

Companies doing business with the Coalition will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)
- Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC 1251 et seq), as amended
- Debarment and Suspension (EO 12549 and EO 12689)
- Use of E-Verify system to confirm immigration status of all employees and subcontractors (State of Florida Executive Order Number 11-116)

DESCRIPTION OF ENTITY. The Early Learning Coalition of Southwest Florida (ELCSWFL) was created in response to the School Readiness Act (s. 411.01, Florida Statutes (FS)) in 2000 and is dedicated to ensuring quality early care and education for children in Hillsborough County. The Coalition is a nonprofit corporation which has been determined to be exempt from Federal income tax under Section 501 (c)(3) of the Internal Revenue Code.

The project included in this RFP will be funded 100% from federal funds, with disclosure to comply with Public Law (P.L.) 103-333, s. 508.

Mission: Our mission is to enhance the quality of children's lives by providing families, early childhood educators, caregivers and community partners in Collier, Glades, Hendry and Lee Counties with opportunities to positively impact the future.

XV. Instructions:

1. Organizational information

- a. Bidder name
- b. Address
- c. Email
- d. Phone, and preferred method of contact
- e. Indicate, if appropriate, if the firm is a small or Certified Minority Owned Business (CMOB include certificate with RFP)

2. Methodology and Approach Narrative – The Proposal shall include a narrative of the Proposer’s overall methodology and approach. Within the narrative, the Proposer shall include, but is not limited to, the following headings:

- a. An introduction and summary of the history of the firm.
- b. A list of key personnel of the firm who will be directly involved in working with the Coalition. This information should provide a brief resume, including years employed by the executive search firm and specific search processes that the individual has been involved with that have resulted in successful employment within the nonprofit sector. The Proposal shall state the experience and expertise of designated personnel to identify strong candidates with relevant experience and conduct through background inquiries and reference checks.
- c. The Proposal shall describe the Proposer’s understanding of the overall objective and the objectives and deliverables for each Phase of the search. The Proposer should include a clear description of the work to be performed, the anticipated methodology used to complete the work (including specifically methodologies for working in close consultation with the Board and the methodology for ensuring a diverse applicant pool) and the objectives to be reached and/or product to be delivered for each phase of the search. Describe resources and data which may be available to complete the search.
- d. The Proposer shall provide a work plan and timeline for carrying out the search. The Proposal must include the labor hours anticipated to complete the search and must demonstrate the Proposer’s ability and willingness to meet the proposed search schedule. Refer to proposed start date of CEO, March 29, 2023
- e. The Proposer shall state its total price for the services outlined in the Scope of Work. No additional fees, costs, Proposer travel expenses, advertising

costs, printing costs, background checks, or other expenses will be billed the Early Learning Coalition of Southwest Florida.

- f. List of current and past clients of the firm especially similar nonprofit sector clients. The Proposer should include a minimum of five (5) references in the Proposal

XVI. Protest Procedure

Any unsuccessful bidder who is adversely affected by the Coalition's decision concerning this procurement and wants to protest such decision, shall file a protest within 72 hours of the posting of the selection or after receipt of the notice of the Coalition's decision, the unsuccessful bidder must submit, in writing, a notice of protest to the Chief Executive Officer of the Early Learning Coalition of Southwest Florida, Inc. Within 10 days after filing the notice of protest, the unsuccessful bidder shall file a formal written protest detailing the reason for the protest. If the bidder is not satisfied with the response of the Coalition's Board, the bidder may present a written appeal to the Agency Clerk of the Office of Early Learning.

Letters of protest should be addressed to:

Coalition Interim Board Chairperson
P.O. Box 7578
Myers, FL 33911-7578

Fort

Upon receipt of a protest, the Chairperson will convene a meeting of the ELCOFSWFL Executive Committee. The Executive Committee will notify all parties involved in the protest of the time and place of the hearing. Any affected party may present, in writing, a response to the protest for consideration by the Executive Committee.

APPENDIX 1

RFP EVALUATION CRITERIA

Executive Search Firm for Chief Executive Officer

This form has been designed to guide the RFP contractor selection committee on how to choose the most qualified vendor to fulfill the request. Please rate the vendor on a scale of 1-5; 1 being the least qualified and 5 being the best qualified.

	Spirit Consulting	Insert Vendor 2	Insert Vendor 3
Was the proposal submitted by deadline? November 21, 2022			
Was the proposal submitted in a presentable/professional manner (letterhead, contact info, etc.)?			
Was the proposal submitted clear and concise?			
Was the proposal responsive to the scope of work?			
Does the vendor have relative experience in the market?			
Is the estimate/cost the best value for the Coalition?			
Does the vendor have the capacity to fulfill the request?			
TOTAL:			

APPENDIX 2

TENTATIVE SCHEDULE OF EVENTS AND DEADLINES*

Executive Search Firm for Chief Executive Officer

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised/Released	November 15, 2023	4:30 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Last day to submit Written Inquiries to the Coalition	November 20, 2023	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Coalition's Response to Written Inquires (Posted on the Coalitions websites)	November 20, 2023	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Sealed Proposals must be received no later than:	November 21, 2023	5:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
Proposals will be opened by the Coalition	November 21, 2023	5:30 p.m.	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
ELCOFSWFL Executive Board reviews proposal	November 27, 2023	10:00 am	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Final Evaluation by Interim Board Chair	TBA	11:00 am	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Notice of Intended Award	December 7, 2023	9:00 a.m.	
Effective date of Contract	<i>January 1, 2024</i>	N/A	N/A

*These dates and locations are subject to change. Proposers will be notified of any changes made to the schedule of events. Notifications of changes will be posted at the Coalitions' websites www.elcofswfl.org,

APPENDIX 3

Executive Search Firm for Chief Executive Officer

APPLICATION INFORMATION

Business Name:	
Business Unit (If Applicable):	
Street Address:	
Address 2:	
City:	
State:	
Zip Code:	
Mailing Street Address (If Different):	
Mailing City:	
Mailing State:	
Mailing Zip Code:	
Business Telephone	
Business Fax:	
Business E-Mail:	
Business Website:	
Business Type:	
Business EIN:	
Date Established:	
Business Annual Budget:	
Total Amount Requested:	
Name of Person Competing this form:	
Person Email Address:	
Person Phone Number:	
Contract Person Responsible for Services:	
Contract Person Title:	
Contract Person Street Address:	
Contract Person City:	
Contract Person State:	
Contract Person Zip Code:	
Contract Person Phone Number:	
Contract Person Fax Number:	
Contract Person Email Address:	

EXHIBIT I

Executive Search Firm for Chief Executive Officer

ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

If the undersigned shall be awarded this contract, the undersigned shall comply with all the terms and conditions specified in the RFP.

*An **authorized official is an officer of the Company** who has the legal authority to bind the Company to the provisions of this Request for Proposal. This usually is the President, Chairman of the Board, Executive Director, or owner of the entity. A document establishing delegated authority shall be included with the proposal if signed by someone other than the President, Chairman, Executive Director, or owner.

Date Accepting Terms and Conditions: _____

Name of Company (Print): _____

Print Name: _____

Signature: _____

Date: _____

EXHIBIT II

Executive Search Firm for Chief Executive Officer

**Evaluation Committee
Initial Screening of Fatal Flaws**

FOR COALITION USE ONLY

EVALUATION COMMITTEE

Initial Screening	Pass (Yes)	Fail (No)
1. Was the response received by the date and time specified in the solicitation?		
2. Did the response provide the vendor's federal tax identification number (Appendix B) ?		
3. Does the response contain a signed and dated Acceptance of Contract Terms and Conditions (Exhibit II) ?		
4. Does the response contain a signed and dated Proposal Acknowledgment Form (Exhibit IV) ?		
5. Does the response contain a signed and dated Non-Collusive Affidavit Form (Exhibit V) ?		
6. Does the response contain a signed and dated Statement of No Involvement Form (Exhibit VI) ?		
7. Does the response contain a signed and dated Certification Regarding Debarment, Suspension, and other Responsibility Matters Primary Covered Transaction (Exhibit VII) ?		
8. Does the response contain a Sworn Statement Pursuant to 287.133(3)(a) F.S., on public entity crimes (Exhibit VIII) ?		
9. Does the response contain a signed and dated Non-Discrimination Statement (Exhibit VIII) ?		
10. Does the response contain a signed and dated Certification Regarding Lobbying (Exhibit X) ?		
11. Does the response contain a signed and dated Certification Regarding Drug Free Workplace (Exhibit XI) ?		
11. Does the response contain a Financial and Compliance Audit Requirement Form (Exhibit XII) ?		
12. Does the response provide and Articles of Incorporation?		

Proposer Name: _____

Evaluator Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT III

**Executive Search Firm for Chief Executive Officer
FOR COALITION USE ONLY**

ORIGINAL

Scoring Responses: Each Evaluator is to assign a raw score for each evaluation criteria based upon his/her assessment of the solicitation response. The assignment of any individual score should be based upon the factors described below.

Evaluation Committee
Quantitative Evaluation Criteria

Rebranding Services	Scoring	
	Max	Actual
Scoring Factors – Organizational Capacity	35 Points	
1. Seasoned firm with experience formulating new brands	35	
Scoring Factors – Project Personnel	30 points	
1. Qualifications and technical competence of the personnel	30	
Scoring Factors - Documentation	20 Points	
1. Report Format	20	
Scoring Factors - Pricing	15 Points	
1. Cost of services.	15	
TOTAL EVALUATION SCORE	100	

Proposer Name: _____

Evaluator Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT IV

Executive Search Firm for Chief Executive Officer

Request for Proposal Acknowledgement Form

Proposer Mailing Address:	
City:	
State:	
Zip Code:	
Point of Contact:	
Title:	
Telephone Number:	
Fax Number:	
Email Address:	
Website Address:	

ACKNOWLEDGEMENT

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same material, supplies, equipment, or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Proposal and certify I am authorized to sign this response and that the offer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. **The execution of this form constitutes the unequivocal offer of proposer to be bound by the terms of its proposal. Failure to sign this solicitation where indicated below by an authorized representative shall render the proposal Non-responsive. The Early Learning Coalition may, however, in its sole discretion, accept any proposal that includes an executed document which unequivocally binds the proposer to the terms of its offer.**

**Signature of Authorized
Certifying Official:** _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT V

Executive Search Firm for Chief Executive Officer

NON-COLLUSIVE AFFIDAVIT FORM

I state that I _____ of

_____,
(Name and Title)

(Name of Company/Bidder)

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers.

I state that:

- (1) The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other proposer or potential proposer.
- (2) Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other company or person who is a Proposer or potential Proposer, and they will not be disclosed before Solicitation opening.
- (3) No attempt has been made or will be made to induce any company or person to refrain from bidding on this contract, or to submit a proposal higher than this Proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- (4) This Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a complementary or other noncompetitive proposal.
- (5) _____ (name of company/bidder), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I hereby affirm that the facts and information contained above are true and correct. I further affirm that _____ (name of company/bidder) understands and acknowledges that the above representations are material and important and will be relied on by the Early Learning Coalition of Southwest Florida in awarding the contract(s) for which this Proposal is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Early Learning Coalition of Southwest Florida, Inc. of the true facts relating to the submission of Proposals for this contract.

Dated this _____ day of _____ , _____
Name of
Organization: _____
Signed by: _____
Print Name: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online
notarization, this _____ this _____ day of _____, 20____, by
_____.

Signature of Notary Public-State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known OR Produced Identification

Type of Identification Produced _____

Executive Search Firm for Chief Executive Officer

STATEMENT OF NO INVOLVEMENT

Awarded a contract by the Early Learning Coalition of Southwest Florida, Inc. on a noncompetitive basis to perform a feasibility study concerning the scope of work contained in this solicitation or participated in drafting this solicitation.

Representative of	
Name of Authorized Official	
Title of Authorized Official	
Signature of Authorized Official	
Date Signed by Authorized Official	

EXHIBIT VII

Executive Search Firm for Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION

This certification is required by the regulations implementing **Executive Order 12549, Debarment and Suspension, 29 CFR Part 98**. The regulations were published as Part VII of the **May 26, 1988**, Federal Register (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Federal department or agency;
 - b. Have not within a three-year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.

Name and Title of
Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

EXHIBIT VIII

Executive Search Firm for Chief Executive Officer

CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Application for Pre-qualification as a Contractor for Early Learning Coalition of Southwest Florida, Inc.

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____).

3. My name is _____
(please print name of individual signing)

and my relationship to the entity named above is _____.

4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b). Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(b). Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter

into a binding Contract and which bids or applies to bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND (indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **Attach a copy of the final order.**

_____ The person or affiliate has not been placed on the convicted vendor list. Describe any action taken by or pending with the **State of Florida, Department of General Services.**

Signature

Date

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 20__, by _____.

Signature of Notary Public-State of Florida

(NOTARY SEAL)

Name of Notary Typed, Printed, or Stamped

Personally Known [] OR Produced Identification []

Type of Identification Produced _____

EXHIBIT VIII

Executive Search Firm for Chief Executive Officer NON-DISCRIMINATION STATEMENT

Public Law 105-220, Sec. 188 Nondiscrimination

(a) *In General*

- (1) Federal financial assistance – For the purpose of applying the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), on the basis of sex under title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), or on the basis of race, color, or national origin under title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), programs and activities funded or other financially assisted in whole or in part under this Act are considered to be programs and activities receiving Federal financial assistance.
- (2) Prohibitions of discrimination regarding participation, benefits, and employment. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such programs or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education amendments of 1972[20 U.S.C. 1681 et seq]), national origin, age, disability, or political affiliation or belief.
- (3) Prohibition on assistance for facilities for sectarian instruction or religious worship. Participants shall not be employed under this chapter to carry out the construction, operation, or maintenance of any part of any facility that is used or to be used for sectarian instruction or as a place for religious worship (except with respect to the maintenance of a facility that is not primarily or inherently devoted to sectarian instruction or religious worship, in a case in which the organization operating the facility is part of a program or activity providing services to participants)
- (4) Prohibition on discrimination on basis of participant status. No person may discriminate against an individual who is a participant in a program or activity that receives funds under this chapter, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.
- (5) Prohibition on discrimination against certain noncitizens. Participation in programs and activities or receiving funds under this chapter shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

The undersigned has read and agreed to the statements described above.

Name and Title of

Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

EXHIBIT X

Executive Search Firm for Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee or member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name and Title of

Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

EXHIBIT XI

Executive Search Firm for Chief Executive Officer

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F and 45 CFR part 82 the Contractor, attest and certify that the Contractor will provide a drug-free workplace, by the following actions.

- A. Publishing a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 1. The dangers of drug abuse in the workplace.
 2. The policy of maintaining of drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the Agreement, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Grant officer on whose contract activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph d.2., with respect to any employee who is so convicted.
 1. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs A, B, C, D, E and F.

CERTIFICATION

I declare under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Name and Title of
Authorized Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____

EXHIBIT XII

Executive Search Firm for Chief Executive Officer

FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS

This attachment is applicable if the Contractor is any State or local government entity, non-profit organization, or for-profit organization. For State or local government entities, a Single Audit performed by the Auditor General shall satisfy the requirements of this attachment. If the Contractor does not meet any of the requirements below, no audit is required by this attachment.

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A -133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(m), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor, the Chief Financial Officer and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Name and Title of
Authorized
Representative: _____

Signature: _____

Date Signed: _____

Name of Company: _____