

## 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: \$53,824,295
- Current number of board of directors: 17
- Approximately 425 early learning providers in Southwest Florida

### I. PROCUREMENT INFORMATION

- A. The ELCSWFL Board of Directors is seeking an executive search firm with superior knowledge and expertise, as well as proven success in the field of executive recruitment and proven success in the field of executive recruitment, that will provide candidates for the position of Chief Executive Officer. The expectation is that the engagement will produce 5-8 qualified candidates for the Board to review. The target employment date for the Chief Executive Officer is March 29, 2023.
- 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, December 2, 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 December 2, 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:

Lugeenya Blackstock, Chief Financial Officer  
Early Learning Coalition of Southwest Florida, Inc.  
2675 Winkler Ave., Suite 300  
Fort Myers, FL 33901  
[lugeenya.blackstock@elcofswfl.org](mailto:lugeenya.blackstock@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 3 working days of receipt. All written inquiries must be received **by November 23, 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](http://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.

**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:

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

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**

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.

	<b>Insert Vendor 1</b>	<b>Insert Vendor 2</b>	<b>Insert Vendor 3</b>
Was the proposal submitted by deadline? <b>December 2, 2022</b>			
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?			
<b>TOTAL:</b>			

## APPENDIX 2

### TENTATIVE SCHEDULE OF EVENTS AND DEADLINES\*

ACTIVITY	DATE	TIME	ADDRESS
Request for Proposal Advertised/Released	November 16, 2022	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 23, 2022	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)	December 24, 2022	4:00 p.m. local time	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
<b>Sealed Proposals must be received no later than:</b>	<b>December 2, 2022</b>	<b>5:00 p.m. local time</b>	<b>2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901</b>
Proposals will be opened by the Coalition	December 2, 2022	5:30 p.m.	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
ELCOFSWFL Executive Board reviews proposal	December 6, 2022	10:00 am	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Final Evaluation by Interim Board Chair	December 6, 2022	11:00 am	2675 Winkler Ave, Suite 300 Ft. Myers, FL 33901
*Notice of Intended Award	December 7, 2022	9:00 a.m.	
Effective date of Contract	<i>December 12, 2022</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](http://www.elcofswfl.org),