



**Children's Board**  
HILLSBOROUGH COUNTY

[www.ChildrensBoard.org](http://www.ChildrensBoard.org)

**Request for Proposals (RFP)**

**Executive Search Firm for**

**Executive Director**

**RFP Designation: PUR 2013-02 RFP Executive Director Search**

**INSTRUCTIONS TO PROPOSERS**  
**For RELEASE on October 30, 2012**

**Questions:**

**Wednesday, November 8, 2012 by 4:00 PM**

**Proposals Due:**

**Tuesday, November 13, 2012 at 12:00 NOON**

**Complete RFP available on our website – [www.childrensboard.org](http://www.childrensboard.org)**

Pam Iorio, Interim Chief Executive Officer  
Christopher E. Brown, Board Chair

**For further information, please contact:**  
Trish Charo, Project Manager, (813) 204-1782  
[pcharo@childrensboard.org](mailto:pcharo@childrensboard.org)

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## **PART 1 – GENERAL INSTRUCTIONS**

### **1.1 INTRODUCTION TO THE CHILDREN'S BOARD OF HILLSBOROUGH COUNTY**

In 1988, Hillsborough residents agreed that improving support and services to our county's children and families was a major priority for our community's future. Thus, the Children's Board was established in 1989 as a special taxing district through a levy of up to 50 cents per \$1,000 of assessed property tax to improve the lives of children and families through its strategic investments on behalf of the community.

#### **Our Board**

Consists of ten (10) members including: the superintendent of schools, a local school board member, the district administrator of the Florida Department of Children and Families or his/her designee, a member of the board of county commissioners, a judge of the juvenile court and five (5) members appointed for four (4) year terms by the Governor.

#### **Our Vision**

By the year 2020, Hillsborough County will be recognized as one of the top places in the nation to raise children.

#### **Our Mission**

The Children's Board of Hillsborough County (CBHC) promotes the well-being of children and families by uniting community partners, investing in innovative opportunities, and leading the county in best practices—so the whole community can realize its full potential. CBHC accomplishes the mission by:

- developing local prevention and early intervention services for children prenatal to age 8;
- convening community partners to work in partnership on shifting outcomes for children and their families;
- actively influencing local, state, and national policy;
- providing venues for community engagement in advocacy efforts and decision-making;
- maximizing funding revenues through strategic grant making principles and other leveraging strategies;
- developing innovative services and support for the well-being of children and their families;
- generating research and evaluation agendas of the community to promote learning and improve professional training, and enhance service systems.

#### **Our Budget and Staff**

- \$32.8 million budget for FY 2013 (October 1, 2012 – September 30, 2013).
- 38.5 full time equivalent (FTE) employees.

#### **Our Providers**

- 29 CBHC funded provider partner agencies.

**1.2 TIMELINE AND SUMMARY – REQUEST FOR PROPOSALS [This is a summary only and does not alter the requirements contained in other RFP sections.]**

Date	Description
<b>October 30, 2012</b>	RFP Packets are available to Proposers
<b>November 7, 2012</b>	Deadline for Letter of Intent to submit Proposal. Please email to Trish Charo: <a href="mailto:pcharo@childrensboard.org">pcharo@childrensboard.org</a> See section 1.6.  Please use email subject line: <b>PUR 2013-02 RFP Executive Director Search</b>
<b>November 8, 2012</b>	Deadline for written questions is 4:00 PM. Please email questions to Trish Charo: <a href="mailto:pcharo@childrensboard.org">pcharo@childrensboard.org</a> Please use email subject line: <b>PUR 2013-02 RFP Executive Director Search</b>
<b>November 9, 2012</b>	Addendum and answers to questions released by 1:00 PM by Trish Charo, Project Manager
<b>November 13, 2012</b>	Proposal submission deadline 12:00 PM (Children’s Board’s clock) at Children’s Board of Hillsborough County — Front Desk Reception. See Section 2.9 for label and address requirements. Proposers will use <b>Part 2 as the Proposal form</b> to submit a Proposal. See Section 1.20 for number and format for submission.
<b>November 13, 2012</b>	Proposals are opened publicly at 1:15 PM (Proposals are subject to a limited period of exemption from the Public Records Law, see Section 119.071, Florida Statutes)  Children’s Board of Hillsborough County Conference Room #2 1002 East Palm Avenue Tampa, FL 33605
<b>November 14, 2012</b>	Review team evaluates Proposals’ quality and price based on the requirements of Part 2 and uses <b>Attachment 1 – Executive Search Firm Request for Proposals (RFP) Rating Sheet</b>
<b>November 15, 2012</b>	Regular Board Meeting - Executive Search firm approved. Notice of Intent to Award issued via e-mail to all Proposers.
<b>November 26, 2012</b>	Contract negotiations are finalized; contract signed with selected Executive Search Firm (date subject to change) using <b>Attachment 2 – CONTRACT TEMPLATE FORM.</b>
<b>December 3 - 7, 2012</b>	Special Board Meeting – Executive Search Firm consultation with Board.
<b>January 24, 2013</b>	Regular Board Meeting – Executive Search update.
<b>February 14 - 20, 2013</b>	Finalist Executive Director candidates meet with individual Board members. (Estimated timeframe.)
<b>February 21, 2013</b>	Regular Board Meeting - Executive Director selected and contract negotiations authorized. (Estimated timeframe.)

<b>February 26, 2013</b>	Special Board meeting – Approve contract and starting date of new Executive Director. (Estimated timeframe.)
<b>March 2013</b>	New Executive Director reports for work at CBHC. (Estimated timeframe.)

### 1.3 DEFINITIONS

1. **“Children’s Board” or “CBHC”** means the Children’s Board of Hillsborough County, a special district political subdivision of the state of Florida. The Children’s Board of Hillsborough County is not a corporation. All records submitted to the Children’s Board become public records under Chapter 119, Florida Statutes, unless exempted by state law. The Children’s Board is also subject to the Florida’s Sunshine Law; see Chapter 286, Florida Statutes.
2. **“General Instructions”** means the content of this RFP, Part 1.
3. **“RFP” or “Request for Proposals”** means this request for proposals, PUR 2013-02 RFP Executive Director Search and includes any addendum and the answers to Proposers’ questions.
4. **“Services”** means all labor, equipment, and materials necessary for the selected Proposer to provide the Executive Search Services, all as required by this Request for Proposals.
5. **“Letter of Intent”** means a letter from a person or legal entity who intends to submit a Proposal. A Letter of Intent should include Proposer’s complete contact information and express the intent to submit a Proposal. A Letter of Intent does not obligate a person or legal entity to submit a Proposal. A Letter of Intent allows the Project Manager to email answers to questions and addenda to those who submit a Letter of Intent.
6. **“Proposal”** means a proposal submitted by a person or legal entity in response to this RFP and includes any written clarifications submitted by the Proposer in response to a written request from the Project Manager. The Proposal includes the Letter of Intent.
7. **“Notice of Intent to Award”** means the selection and notice that the Children’s Board intends to enter into a contract with the selected Proposer. The selection and notice does not create any contractual obligation or liability on the Children’s Board. Until a contract is signed by both parties, the Children’s Board reserves the right to reject any or all Proposals.
8. **“Project Manager”** means Trish Charo.
9. **“Contractor”** means a Proposer or the selected Proposer with whom the Children’s Board enters a contract for the Services as required by the context.

### 1.4 GENERAL DESCRIPTION OF SERVICES

The Children’s Board of Hillsborough County (CBHC) is accepting Proposals for all labor, travel, lodging, equipment, and materials necessary to provide the Executive Search Services. See **PART 2 — PROPOSAL FORM FOR EXECUTIVE SEARCH SERVICES AND SPECIFICATIONS FOR THE SERVICES.**

## **1.5 RESTRICTED COMMUNICATIONS**

Communication with Children's Board personnel and/or Children's Board's Board members, other than Trish Charo, regarding this RFP, from October 30, 2012 until November 27, 2012 may result in rejection of such Proposer.

## **1.6 QUESTIONS FROM PROPOSERS AND CHILDREN'S BOARD'S ANSWERS**

Answers to Proposers' written questions will be furnished in writing by e-mail to all Proposers who submitted a Letter of Intent to submit a Proposal, or downloaded RFP from [www.demandstar.com](http://www.demandstar.com). Should any questions or response require revisions to the Request for Proposals, such revisions will be by addendum only and furnished by e-mail to all Proposers who submitted a Letter of Intent to submit a Proposal. See Section 1.2 Timeline and Summary for how to email questions.

## **1.7 CHILDREN'S BOARD'S PROJECT MANAGER**

Trish Charo is the Project Manager for the executive search RFP and for administration of the contract with the selected Proposer. In performing the contract, the selected Proposer will work primarily with Pam Iorio, Interim CEO for technical and collaborative decisions.

## **1.8 NO ORAL INTERPRETATIONS**

Interpretations, explanations, corrections and changes in this Request for Proposals will be made only by written answers to Proposers' questions submitted prior to the deadline for such questions and/or by addendum. Interpretations, explanations, corrections and changes of the Request for Proposals made in any other manner or made orally by Children's Board staff will not be binding on the Children's Board and Proposers shall not rely upon them.

## **1.9 ADDENDUM AND INCOMPLETE PROPOSALS**

Proposers are responsible for complying with any addendum issued. FAILURE TO RESPOND TO ANY ITEM INCLUDING ANY REQUESTED INFORMATION, OR FAILURE TO FOLLOW THE RFP MAY RESULT IN THE SUBMISSION OF AN INCOMPLETE PROPOSAL AND MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL FROM FURTHER CONSIDERATION.

## **1.10 CONTRACT TERM**

The estimated term of the contract between the Children's Board and the selected Proposer will be November 26, 2012 – February 26, 2013, depending upon the eventual selection by the Board of the successful candidate.

## **1.11 RIGHT TO SEEK AND CONSIDER CLARIFYING INFORMATION**

The Children's Board may seek clarifying information regarding any Proposal. Such clarifying information shall be provided by the Proposer in writing. Such clarifying information may not modify any material portion of the Proposal, affect the price, or give one Proposer an advantage not enjoyed by the other Proposers.

## **1.12 PROCEDURE FOR CONDUCTING NEGOTIATIONS**

Proposals will be scored and ranked in order from highest to lowest score received. CBHC will conduct negotiations with the top-ranked firm on a final contract form and other refinements to the Services. If CBHC is unable to negotiate a contract, negotiations shall be formally terminated with the top-ranked firm. CBHC will then negotiate in rank order with the next firm(s) until a satisfactory contract is reached based on the requirements of the RFP.

## **1.13 CHILDREN'S BOARD'S CONTRACT**

By submitting a Proposal, the Proposer agrees that, if the Children's Board selects such Proposer to perform the Services, the Proposer will, upon such selection, execute a contract in substantially the same form of the contract attached hereto as Attachment 2. Execution of the contract will be contingent on availability of funds.

## **1.14 AWARD OF CONTRACT**

The contract for the Executive Director Search will be awarded to the Proposal determined in writing to be the most advantageous to the Children's Board, taking into consideration the price and other criteria set forth in the Request for Proposals. No contract shall exist between the Children's Board and the selected Proposer until the written contract is signed by the Children's Board and the selected Proposer.

## **1.15 REJECTION OF PROPOSALS OR PROPOSERS:**

Children's Board reserves the right to reject any and all Proposals with or without cause, to waive technicalities or informalities, and/or to accept a Proposal which best serves the interests of the Children's Board. Cost of preparing a Proposal is an operational cost of the Proposer and shall not be passed on to or borne by CBHC.

Any Proposal determined to be non-responsive to any specification or requirement of this Proposal, including instructions governing submissions of Proposals, may be disqualified without evaluation.

Proposers who violate the provisions of this RFP may have their Proposal(s) rejected.

## **1.16 PUBLIC RECORDS**

All documents and other records as defined in the Public Records Law received from Proposers are public records in accordance with the Chapter 119, Florida Statutes.

All records as defined in Chapter 119, Florida Statutes, made or received by the Contractor as part of the Services are public records subject to inspection and copying as provided by Chapter 119, Florida Statutes. For example, candidate records and documentation submitted to the Contractor in support of a candidacy, along with any and all other documentation; including; but not limited to: all conversation notes, prints of on-line searches, etc., gathered by the executive search firm in connection with the scope of services covered by this Proposal, must be made available upon request for inspection and/or copying in accordance with Chapter 119 of Florida Statutes, Public Records Law.

Any and all such records and documentation related to all candidates shall be provided to the Children's Board of Hillsborough County immediately upon its request, but not later than one (1) week after the request is made. However, the Public Records Law contains certain exemptions from public disclosure of certain information contained in public records, such as the social security numbers of candidates.

In addition, Chapter 286 of the Florida Statutes, "Government in the Sunshine Law," requires that all meetings of the Children's Board of Hillsborough County at which official acts are to be taken are declared to be public meetings, and are open to the public at all times. This includes all interviews and discussions with the selected search firm at which two or more members of the Board may be present.

#### **1.17 EQUAL OPPORTUNITY AND NONDISCRIMINATION**

**The Children's Board encourages the participation of minority/women business enterprises (M/WBE) in all contracts. No person or legal entity will be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any Children's Board procurement on the basis of race, color, religion, national origin, age, sex, disability or marital status.**

#### **1.18 PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133(3) (a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

#### **1.19 PROHIBITIONS ON USE OF FORMER EMPLOYEES AND BOARD MEMBERS**

The following prohibitions apply to the use or involvement of former CBHC employees and Board members for Services under this RFP.

(1) For a period of two years from the date the person ceased his employment or Board member duties with CBHC, CBHC will not award a contract to and may cancel any contract with an organization in which any former Board member, or any former employee or their relatives, including spouse, son, daughter, parents, brother, sister or similar in-law relationships; is an officer, director, employee, consultant, subcontractor, or owner (in part or whole) if the former employee, former Board member, or former Board member's or former employee's relative has a substantial interest.

(2) For a period of two years from the date the person ceased his employment or Board member duties with CBHC, CBHC will not award a contract to and may cancel any contract with an organization in which any former Board member, any former employee, or any former Board member's or former employee's relative(s) as defined in (1) above is an officer, director, employee, consultant, subcontractor, or owner (in part or whole) if the former employee or former Board member had a substantial involvement in the development of the Proposal response to this RFP or the preparation of this RFP.

## **1.20 NUMBER OF COPIES OF PROPOSALS AND FORMAT OF PROPOSALS**

Proposals must be typewritten on 8 1/2" by 11" paper with at least 1-inch margins on all sides. Such typed portions shall have page numbers at the bottom of each page.

Proposers shall submit 1 original paper and 5 paper copies with one copy being unbound. If the original of the Proposal contains any color fonts, graphics, or objects, the copies must also be in color.

Proposers shall submit a CD of the Proposal in searchable PDF. If the original of the Proposal contains any color fonts, graphics, or objects, the PDF of the Proposal must also be in color.

No facsimile or e-mailed Proposals accepted.

**PART 2**  
**PROPOSAL FORM FOR EXECUTIVE SEARCH FOR EXECUTIVE DIRECTOR AND**  
**SPECIFICATIONS FOR THE SERVICES**

**In addition to the other requirements in Part 1 – General Instructions, the Services are described in this Part 2. Proposals shall be organized and numbered as shown in Part 2.**

**2.1 General**

**2.1 Proposal Cover Page**

**2.1.1 Cover Page Contact Information** – The first page of the Proposer’s Proposal shall state:

Company’s name:  
Address:  
URL:  
Telephone:  
Federal Employment Identification # or SSN:

Name of primary liaison for performance of the Services:  
Title:  
Telephone:  
Email:

Name of contact for RFP, if different from Liaison  
Title:  
Telephone:  
Email:

**2.1.2 Principals** – The Cover Page or pages must identify all persons or entities interested in the Proposal as principals.

**2.1.3 Noncollusion** – The Cover Page or pages must state whether or not the Proposal is made without collusion with any other person or entity submitting a Proposal for this RFP.

**2.2 Executive Summary and Table of Contents**

**2.2.1 Executive Summary.** The Proposal shall include a two or three paragraph executive summary of the Proposal and its timelines. The executive summary shall not exceed 500 words.

**2.2.2 Table of Contents.** Beginning on a separate page, the Proposal shall include a table of contents showing the page numbers of the sections of the Proposal. The table of contents shall show at least the main headings, such as 2.2 Executive Summary.

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

- 2.3.1** The Proposal shall include an introduction and brief summary history of the firm.
- 2.3.2** The Proposal shall include a narrative of the Proposer's overall methodology and approach to all Executive Search Services.
- 2.3.3** A list of key personnel of the firm who will be directly involved in working with the Interim CEO and Board. 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 public sector. The Proposal shall state the experience and expertise of designated personnel.
- 2.3.4** The Proposal shall state:
- A. A detailed list of services that will be provided by the search firm, including staff assigned.
  - B. A detailed list of steps and estimated timelines for completion in the search for the Executive Director. Include specific services and associated timeline for completion.
  - C. A detailed description of activities necessary to fulfill the requirements of this RFP with timelines, deliverables, and staff resource allocations.
  - D. The Proposal shall describe the Proposer's experience and qualifications to identify recruitable, strong candidates with relevant experience and to conduct thorough and exhaustive background inquiries and reference checks.

## **2.4 Previous Litigation**

- 2.4.1 Previous Litigation** The proposer shall disclose and provide details where they/their employees, subcontractors, or sub-consultants shall have been a party defendant in prior or pending litigation, whether civil or criminal within the last three (3) years that involved or involves a governmental agency or is related to their business.

## **2.5 Format**

- 2.5.1** The Proposal shall acknowledge whether or not the Proposer has complied with the requirements of Section 1.20 on format and number of copies of the Proposal to submit.

## **2.6 Contractual Requirements**

The Proposer shall state whether or not the Proposer agrees to include the following work items in the Contract Template Form (Attachment 2 to this RFP) if the Proposer is selected as the successful Proposer. If the Proposer agrees to all items in Section 2.6, the Proposer may state a single response to Section 2.6 that "All items in Section 2.6 are accepted for inclusion in the Contract with the Children's Board." The Contractor shall provide the following Services for the executive search:

- 2.6.1 At a minimum, the Contractor shall perform an executive search and advertise locally, state-wide and nationally to identify high quality applicants from which an employment decision can be made.
- 2.6.2 Consult with the Interim CEO and Board to review the profile established by the Board at their retreat (background, education, training, experience, knowledge, skills, abilities, management style and other appropriate characteristics desired) of the ideal candidate for the position. Contact and interviews shall be performed in the most economical method available as determined by the Interim CEO. This may be accomplished by utilizing telephone, video-conference, internet and/or other electronic communication methods.
- 2.6.3 In consultation with the Interim CEO, develop and describe a strategy for carrying out a search that includes specific outreach efforts designed to capture a diverse slate of qualified candidates who might not have otherwise expressed an interest.
- 2.6.4 Review resumes of all applicants to ensure that they meet or exceed the qualifications set forth in the profile established in item 2.6.2.
- 2.6.5 Conduct a comprehensive evaluation; provide weekly written reports to the Interim CEO regarding all candidates and conduct interviews of candidates who meet the criteria established in item 2.6.2 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 educational, criminal, financial, media, and civil litigation background checks that result in a list of three (3) to eight (8) candidates who are the most qualified and best suited for consideration.
- 2.6.6 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.
- 2.6.7 Respond within one (1) business day to any/all inquiries from the Interim CEO related to the employment search.
- 2.6.8 Consult with the Interim CEO and the Board, to develop and/or review the interview process to ensure that it enables the Children's Board to elicit information from each candidate that will lead to the selection of the most qualified among the candidate pool.
- 2.6.9 Facilitate, in-person, the interviews of finalists by the full Children's Board at a public meeting. This includes advance design of the interview questions and process in coordination with the Interim CEO and the Board as well as coordination of candidate and CBHC stakeholder schedules and candidate travel, room, and board.
- 2.6.10 Extend the initial executive search, at no additional cost to Children's Board of Hillsborough County in the event that all candidates are rejected after an initial round of interviews.

- 2.6.11 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.
- 2.6.12 Provide the Interim CEO with a complete breakdown of EEO information on all candidates who express an interest in the position.
- 2.6.13 Provide to the Interim CEO, a copy of each candidate's resume, whether successful or not.
- 2.6.14 Comply with Chapter 119, Florida Statutes, regarding public records. See Section 1.16.
- 2.6.15 Additional Executive Search Consulting Services – In Person Hourly Rate: These hourly rates shall be used for providing additional consulting services not otherwise specified in this RFP document or Contractor's Proposal that the Interim CEO might require for the work related to the executive recruitment to be performed in Hillsborough County, Florida.

**2.7 REFERENCES**

Using the following format, the Proposer shall submit a list of current and past clients of the firm in searches for public sector executives for at least five recent comparable client institutions where searches have been completed.

**2.7.1 CLIENT REFERENCE FORM**

PROPOSER: \_\_\_\_\_

1. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

\_\_\_\_\_  
 \_\_\_\_\_

2. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

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3. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

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4. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of services provided:

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5. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

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6. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of commodities and service provided:

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References will be contacted to confirm the Proposer’s abilities and qualifications as stated in the Proposal. The Children’s Board may deem the Proposal unresponsive if a client reference is not obtainable from a listed reference after reasonable attempts.

**2.7.2 PUBLIC AGENCY EXPERIENCE**

Proposer shall describe, in narrative form, their background, knowledge and experience conducting executive search activities with similar public agency clients with a public board who must comply with government sunshine laws and regulations.

**2.7.3 EXCLUDED SOURCES**

Proposer shall include a list of entities that the firm will not recruit from as a result of prior agreements.

**EXCLUDED SOURCES**

PROPOSER: \_\_\_\_\_

1. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

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2. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

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3. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of service provided:

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4. Reference Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Proposer in the contract with the client if the name is different from the exact name of Proposer in this CBHC Proposal: \_\_\_\_\_

Description and dates of services provided:

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**2.8 PRICE PROPOSAL OPTIONS**

**Total Price --- Proposers shall state its total price for the Services. However, this price excludes the Additional Consultation rates described in the Additional Consultation table below and Executive Director finalist travel authorized and paid for by the Children’s Board.**

<b>ACTIVITY</b>	<b>All Fees Costs, and all Expenses— Total Fixed Price</b>
Executive Recruitment for Executive Director. No additional fees, costs, Proposer travel expenses, advertising costs, printing costs, background checks, or other expenses will be billed to the Children’s Board. Children’s Board may request Additional Consultation according to the Additional Consultation hourly rates in the table below.	

<b>ADDITIONAL CONSULTATION</b>	
<p>The Proposer shall propose personnel and rates for additional consultation services.* These hourly rates shall be used for providing additional consulting services not otherwise specified in this RFP document or Contractor’s Proposal that the Interim CEO might require for the work related to the executive recruitment to be performed in Hillsborough County, Florida. For each person, include the person’s qualification/certifications and hourly rate.</p>	
<b>NAME OF PERSON, QUALIFICATIONS/CERTIFICATIONS</b>	<b>HOURLY RATE</b>
<p><i>*If reduced rates are available based on minimum number of hours provide cost variances.</i></p>	

The Proposer proposes to provide the Services to the Children’s Board of Hillsborough County in accordance with the terms specified in the Request for Proposals.

The Proposer declares that only this Proposer is interested in this Proposal, that the Proposal is made without any connection with other persons making any proposal in response to the Request for Proposals; that no other person or persons are directly or indirectly interested in this Proposal, or in any contract which may be made under it, or is expecting profits to arise therefrom; and that this Proposer, its officers or employees have not directly or indirectly influenced or attempted to influence any other person who may submit a Proposal.

The undersigned declares that this Proposal is based solely on their own investigations and research and not in reliance upon any representations of any employee, officer, or agent of the Children’s Board of Hillsborough County.

*Signature(s)* – The original Proposal is to be signed by an official/individual who is legally authorized to bind the Proposer.

Company/Firm Name of Respondent: \_\_\_\_\_

Name of Signatory (Person signing below): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date of Offer/Response: \_\_\_\_\_

Duration of Offer/Response (minimum 90 Days): \_\_\_\_\_

**2.9 Proper Submission. Label for Submission of Proposals. Proposals are to be submitted timely and properly.** Proposals received after stated time and date may not be accepted or considered. See Sections 1.2 and 1.20.

Submissions should be clearly labeled:

<p>PUR 2013-02 RFP CBHC REQUEST FOR PROPOSALS Executive Director Search</p> <p>Trish Charo, Project Manager Children’s Board of Hillsborough County 1002 E. Palm Avenue Tampa, FL 33605</p>
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## Executive Search Firm Request for Proposals (RFP) Rating Sheet

<b>Evaluation and Selection Criteria</b>	<b>Total Points Available for Section</b>	<b>Possible Points per item</b>	<b>Points Scored</b>
<b>2.1 Cover Page</b>	15		
2.1.1 Cover Page Contact Information		5	
2.1.2 Principals		5	
2.1.3 Noncollusion		5	
<b>2.2 Executive Summary and Table of Contents</b>	10		
2.2.1 The Proposal shall include a two or three paragraph summary of the Proposal and its timelines. The executive summary shall not exceed 500 words.		5	
2.2.2 Beginning on a separate page, the Proposal shall include a table of contents showing the page numbers of the sections of the Proposal. The table of contents shall show at least the main headings, such as 2.2 Executive Summary.		5	
<b>2.3 Methodology and Approach Narrative.</b>	85		
The Proposal shall include a narrative of the Proposer's overall methodology and approach. Within such narrative, the Proposer shall include, but is not limited to, the following headings:			
2.3.1 An introduction and brief summary history of the firm.		10	
2.3.2 The Proposal shall include a narrative of the Proposer's overall methodology and approach to all Executive Search Services.		25	
2.3.3 A list of key personnel of the firm who will be directly involved in working with the Interim CEO and Board. This information should provide a brief resume, including years employed by the executive search firm and specific search processes that the individual has		25	

<p>been involved with that have resulted in successful employment within the public sector. The Proposal shall state the experience and expertise of designated personnel.</p>			
<p>2.3.4 The Proposal shall state:</p> <p>A. A detailed list of services that will be provided by the search firm, including staff assigned.</p> <p>B. A detailed list of steps and estimated timelines for completion in the search for the Executive Director.</p> <p>C. A detailed description of activities necessary to fulfill the requirements of this RFP with timelines, deliverables, and staff resource allocations.</p> <p>D. The Proposal shall describe the Proposer's experience and qualifications to identify recruitable, strong candidates with relevant experience and to conduct thorough and exhaustive background inquiries and reference checks.</p>		25	
<p><b>2.4 Previous Litigation</b></p> <p><b>2.4.1</b> The proposer shall disclose and provide details where they/their employees, subcontractors, or sub-consultants shall have been a party defendant in prior or pending litigation, whether civil or criminal within the last three (3) years that involved or involves a governmental agency or is related to their business.</p>	5	5	
<p><b>2.5 Format</b></p> <p><b>2.5.1</b> The Proposal shall acknowledge whether or not the Proposer has</p>	5	5	

	complied with the requirements of Section 1.20 on format and number of copies of the Proposal to submit			
<b>2.6 Contractual Requirements</b>	The Proposer shall state whether or not the Proposer agrees to include the following work items in the Contract Template Form (Attachment 2 to this RFP) if the Proposer is selected as the successful Proposer. If the Proposer agrees to all items in Section 2.6, the Proposer may state a single response to Section 2.6 that "All items in Section 2.6 are accepted for inclusion in the Contract with the Children's Board." The Contractor shall provide the following Services for the executive search: Items 2.6.1 through 2.6.15.	10	10	
<b>2.7 References, Public Sector Experience and Excluded Sources</b>	List of current and past clients of the firm, similar public sector clients with government sunshine laws, regulations and excluded sources.	25	25	
<b>2.8 Price Proposal</b>		40	40	
<b>2.9 Proper Submission</b>		5	5	
	<b>TOTAL POINTS</b>	200	200	

PROPOSER: \_\_\_\_\_

Rating Team Member: \_\_\_\_\_

Date: \_\_\_\_\_

**This rating form is subject to public records and is open for inspection and copying in accordance with the Chapter 119, Florida Statutes.**

**INDEPENDENT CONTRACTOR AGREEMENT  
PUR 2013-02 RFP Executive Director Search**

**THIS AGREEMENT** is made as of the\_\_ day of \_\_, 2012, by and between the Children's Board of Hillsborough County (hereinafter the "Children's Board") and \_\_\_\_\_, doing business as \_\_\_\_\_, whose address is: \_\_\_\_\_ and whose telephone number is \_\_\_\_\_ - (hereinafter referred to as the Independent Contractor). For the mutual promises contained herein, the parties agree as follows:

**A. TERM OF AGREEMENT**

This Agreement shall be effective from \_\_\_\_\_ through \_\_\_\_\_ and Independent Contractor shall finish all Services by \_\_\_\_\_. Either party may terminate this Agreement upon seven days written notice to the other party.

**B. SCOPE OF SERVICES**

The term "Services" means the work to be performed by the Independent Contractor under this Agreement. The Independent Contractor shall perform the Services described below:

See Attachment A, which is attached hereto and incorporated into this Agreement by reference.

**C. COMPENSATION**

The Children's Board shall review and determine the end results of the Independent Contractor's Services and shall pay compensation set forth below if the products and final performance are in accordance with this Agreement.

See Attachment B, which is attached hereto and incorporated into this Agreement by reference.

The Children's Board representative for approval of the Services for payment is \_\_\_\_\_.

The Independent Contractor's total compensation for performance of the Scope of Services is described in Attachment B.

Certain expenses may be reimbursed if the types of expenses and the amount or rate of reimbursement are also described on Attachment E. The Children's Board may request additional information to verify performance.

When the Children's Board determines that the invoices are satisfactory, the Children's Board shall pay the Independent Contractor within 30 days after submission of a complete invoice. The final invoice must be received by the Children's Board no later than 45 days after the end date of the Agreement.

**D. BENEFITS**

The Independent Contractor is not an employee of the Children's Board and is not entitled to any employee benefits. The Independent Contractor shall not receive nor be entitled to:

- Leave
- Insurance
- Workers' compensation benefits
- Unemployment compensation benefits
- Withholding of federal income taxes
- Social security taxes or similar taxes
- Employee travel expenses
- Pension plan benefits
- Retirement benefits

The Independent Contractor is not protected by the immunity granted to public employees under Section 768.28, Florida Statutes. The Independent Contractor shall be liable for her or his accidents or negligence (including automobile accidents) while performing this Agreement. The Independent Contractor is not entitled to Civil Service protection.

**E. MANNER OF PERFORMANCE OF SERVICES**

The Independent Contractor has complete and exclusive authority over the means and methods of performing the Services. The means and methods of performing the Services shall not be subject to the direction or control of the Children's Board.

The Independent Contractor may perform the Services according to her or his own schedule at the offices of the Children's Board or at any other location.

The Independent Contractor need not follow the Children's Board work policies or procedures applicable to employees regarding manner or method of performing work. The Independent Contractor shall comply with Children's Board written and unwritten procedures regarding security, format of documents, use of equipment, use of facilities and record keeping, to ensure the Services and any work product are performed in a manner capable of being incorporated into the operations of the Children's Board.

**F. OTHER SERVICES BY INDEPENDENT CONTRACTOR**

This is not an exclusive Agreement for the Services or the time of the Independent Contractor. The Independent Contractor may perform similar or dissimilar Services for other entities at any time.

**G. ITEMS TO BE FURNISHED BY INDEPENDENT CONTRACTOR**

The Independent Contractor shall supply the following items necessary for performance of Services:

See Attachment C, which is attached hereto and incorporated into this Agreement by reference.

**H. ITEMS FURNISHED BY THE CHILDREN'S BOARD**

The Children's Board shall furnish the Independent Contractor the following items necessary for performance of Services:

See Attachment D, which is attached hereto and incorporated into this Agreement by reference.

**I. EXPENSES**

The Children's Board shall reimburse the Independent Contractor the following expenses upon submission of the invoices paid by the Independent Contractor and such other documentation as the Children's Board may reasonably request:

See Attachment E, which is attached hereto and incorporated into this Agreement by reference.

**J. LIMITATION ON AUTHORITY OF INDEPENDENT CONTRACTOR TO ACT AS A REPRESENTATIVE AND PUBLIC RECORDS**

The Independent Contractor has no authority to speak as a spokesperson for nor to act or represent herself or himself as an agent of the Children's Board except in the following circumstances:

See Attachment F, which is attached hereto and incorporated into this Agreement by reference.

All records prepared by or received by the Independent Contractor in the performance of this Agreement shall be considered public records when received by the Children's Board. If such records are not provided to the Children's Board and the Children's Board does not view such records, then those records shall not be deemed to be public records. However, both the Independent Contractor and the Children's Board shall comply with chapter 119, Florida Statutes, and any contrary provision of this Agreement shall be void.

**K. LIMITATION ON AGREEMENT**

The Independent Contractor may not assign nor subcontract any of its rights or obligations under this Agreement without the prior written consent of the Children's Board.

**L. NO THIRD PARTY BENEFICIARIES**

This Agreement is for the benefit of the Children's Board and the Independent Contractor. No third party is an intended beneficiary. No third party has any cause of action to enforce the terms of this Agreement or a cause of action for damages due to its breach.

**M. INDEMNIFICATION**

The Independent Contractor agrees to be liable for and to indemnify the Children's Board against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Independent Contractor, or arising out of the violation of

any copyright law by the Independent Contractor, in the course of the performance of this Agreement. If the Independent Contractor and the Children's Board commit joint negligent acts, the Independent Contractor shall not be liable for nor have any obligation to defend the Children's Board with respect to that part of the joint negligent act committed by the Children's Board. In no event shall the Independent Contractor be liable for nor have any obligation to defend the Children's Board against such claims, suits, judgments, or damages, including costs and attorney's fees, arising out of the sole negligent acts of the Children's Board.

**N. COPYRIGHTS**

The Children's Board shall own and has the exclusive right to copyright, patent, or trademark all original materials (Work Product) created or produced by the Independent Contractor while performing under this Agreement. It is expressly agreed by the Independent Contractor that any work for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, that is created by the Independent Contractor shall be considered a work made for hire.

Independent Contractor agrees that the development of the Work Product is a "work made for hire" within the meaning of the Copyright Act of 1976, as amended. Independent Contractor hereby assigns to the Children's Board, without further compensation, all of its right, title and interest (whether arising prior to this Agreement, now in existence or hereafter arising) in and to the Work Product, in the United States and elsewhere. Upon request, Independent Contractor will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by the Children's Board to assign the Work Product, or any portion thereof, fully and completely to the Children's Board and to enable the Children's Board, its successors and assigns to secure and enjoy the full and exclusive benefits and advantages thereof.

The Independent Contractor shall do all acts and sign such documents necessary or requested by the Children's Board to implement this paragraph. This paragraph shall survive termination of this Agreement.

**O. NO MODIFICATION UNLESS IN WRITING/AUTHORITY OF PROJECT MANAGER**

No modification of this Agreement shall be valid unless in writing and approved by the Children's Board and the Independent Contractor.

The Children's Board's Project Manager shall have the authority to administer this Agreement on behalf of the Children's Board and to issue written approvals and directions for the proper and efficient performance of this Agreement by the Independent Contractor.

**P. VENUE**

Venue for any action arising out of this Agreement shall be in Hillsborough County, Florida.

**Q. INTEGRATION OF AGREEMENT**

This written Agreement contains the complete agreement of the parties on the subject matter of this Agreement. There are no such inducements, promises, or terms other than those contained in this written Agreement.

IN WITNESS WHEREOF, the INDEPENDENT CONTRACTOR and the CHILDREN'S BOARD have executed this Agreement by their authorized officials.

**WITNESS:**

**NAME OF SELECTED PROPOSER**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WITNESS

**CHILDREN'S BOARD OF  
HILLSBOROUGH COUNTY, FLORIDA**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Pam Iorio, Interim Chief Executive Officer

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**In the signed contract each attachment will begin on a separate page**

**AGREEMENT FOR INDEPENDENT CONTRACTOR  
PUR 2013-02 RFP Executive Director Search**

**Attachment "A"**

**Description of Scope of Services**

Type of Service: \_\_\_\_\_

The Independent Contractor shall:

**AGREEMENT FOR INDEPENDENT CONTRACTOR  
PUR 2013-02 RFP Executive Director Search**

**Attachment "B"**

**Compensation**

The Independent Contractor shall be paid as follows:

**AGREEMENT FOR INDEPENDENT CONTRACTOR  
PUR 2013-02 RFP Executive Director Search Attachment "C"**

**Items to be Furnished by the Independent Contractor**

**AGREEMENT FOR INDEPENDENT CONTRACTOR  
PUR 2013-02 RFP Executive Director Search Attachment "D"**

**Items Furnished by the Children's Board**

**AGREEMENT FOR INDEPENDENT CONTRACTOR  
PUR 2013-02 RFP Executive Director Search Attachment "E"**

**Expenses**

The Independent Contractor shall be reimbursed for the following items in the amounts or at the rates shown:

**AGREEMENT FOR INDEPENDENT CONTRACTOR  
PUR 2013-02 RFP Executive Director Search Attachment "F"**

**Authority of Independent Contractor to Act as a Representative**

NONE

**INSURANCE REQUIREMENTS**

**Contractor's Liability Insurance:**

The Contractor shall procure and maintain in force such insurance as will protect individual, firm or corporation from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of their employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting there from, any or all of which may arise out of or result from the Contractor's operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the RFP Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the Children's Board of Hillsborough County certificates of such insurance, acceptable to the Children's Board; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

**Insurance Required:**

**A. General**

Before starting and until acceptance of the Work by the Children's Board, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (4) below. All policies of insurance under this contract shall include as additional insured Children's Board of Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

**B. Coverage**

The Contractor shall procure and maintain in force during the life of this contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the Children's Board and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The Contractor shall procure and shall maintain in force during the life of this contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the project under this contract. In case any class of employee engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation statute, the Contractor shall provide employer's liability insurance for all said employees.

- a. Employer's Liability:

N/A Limit each Accident

N/A Limit Disease Aggregate

N/A Limit Disease each Employee

2. **Commercial General Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:
  - a. General Aggregate: \$500,000.00  
Products and Completed Operations: \$500,000.00  
Personal and Advertising Injury: N/A  
Each Occurrence: \$500,000.00  
Fire Damage (anyone fire): N/A
3. **Automobile Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include: **Proof of Auto Liability Only, Add'l Insured Waived.**
  - a. N/A combined single limits each accident, for bodily injury and property damage liability.
  - b. Owned Vehicles
  - c. Hired and Non-owned Vehicles
  - d. Employer Non-ownership
  - e. Garage Keepers Liability:
4. **Professional Liability – Errors and Omissions:**
  - a. Minimum limits of \$1,000,000.00 per claim.
  - b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the Children’s Board with forty-five days’ notice of cancellation and/or restrictions.
5. **Builder's Risk:** [ ] is/ [X] is not required. **Installation Floater:** [ ] is/ [X] is not required. If required, maximum deductible: N/A. The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.
6. **Employee Fidelity Bond-Crime Insurance:** N/A
7. **Certificate of Insurance and Copies of Policies** - Certificates of Insurance furnished by the proposer evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the Children’s Board certified copies of the policies required shall be filed with the Purchasing, Facilities and Conference Center Director on a timely basis. The required Certificates of Insurance not only shall list Children’s Board of Hillsborough County as additional insured, for the operations of the Contractor under this contract (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this contract.

If the initial insurance expires prior to the completion of the purchase order, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Children's Board of Hillsborough County, their officials, employees, agents, and consultants.

**Cancellation** - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

**Project Title: PUR 2013-02 RFP Executive Director Search – Children's Board of Hillsborough County**