



REQUEST FOR PROPOSAL

Recruiting Services for Executive Director

REQUEST FOR PROPOSAL DATE: March 3, 2022

PROPOSALS DUE: 3:00pm Mountain Time, April 1, 2022

RFP # ????

1. General Information:

A. Overview: The Board of Trustees for the Pueblo City-County Library District (PCCLD) is soliciting proposals from qualified consultants to provide a recruitment process for the position of PCCLD Executive Director. The current Executive Director is scheduled to retire from the job effective September 1, 2022, and it is the intent of the Trustees to facilitate a positive transition to a new Executive Director. Additional information regarding the scope of this engagement is described below in section 8 "Scope of Work."

B. RFP Schedule:

RFP issued:	March 3, 2022
Questions due by 3:00 pm:	March 15, 2022
Proposals due by 3:00 pm:	April 1, 2022
Interviews with selected consultants (at PCCLD's discretion):	April 11-15, 2022
Anticipated contract award date:	April 29, 2022
Services to commence:	May 1, 2022

C. RFP Submittal: Proposals are to be submitted via email to the following contact no later than 3:00 pm local time on April 1, 2022 and clearly identified with the RFP number and title in the subject line:

Name: Bart Miller
Collins, Cole, Flynn, Winn, Ulmer
Email: bmiller@cogovlaw.com

Each complete submission must include a digital version of the full proposal. Proposals delivered after the above required date and time will be received, but may not be considered and may be rejected for lateness.

D. Points of Contact: Questions and requests for clarification regarding this RFP must be addressed via email by 3 pm March 15, 2022 to:

Name: Bart Miller
Collins, Cole, Flynn, Winn, Ulmer
Email: bmiller@cogovlaw.com

Questions and requests for clarifications should include the RFP number and RFP title plus the words "question" and/or "clarification" in the subject area of the email. Questions and requests without this subject identification may be considered routine emails, and may not be properly addressed.

Responses to all pertinent questions and requests for clarification will be on PCCLD's web site <http://www.pueblolibrary.org/about/requests>. Any responses by PCCLD that are considered to be a change in the terms, conditions, and specifications of this RFP will be posted on the web site as an RFP addendum. No communications of any kind may be considered a change to the terms, conditions, and specifications in this RFP unless posted as an official addendum on the web site.

Communication from any other source, other than the above, should be considered as invalid with regard to this RFP.

2. General Terms & Conditions:

- A. Interested Parties:** All interested parties are invited to submit a proposal in accordance with the terms, conditions, and specifications contained herein.
- B. Tax Exemption:** PCCLD, as a local government entity, is exempt from sales and use taxes. Proposers shall inform all prospective subcontractors and suppliers from whom they expect to obtain services or supplies of the tax-exempt status of PCCLD. Following the award, an exemption certificate will be furnished by PCCLD if the consultant requests.
- C. Expenses:** PCCLD assumes no liability for payment of expenses incurred by any individual or firm in the preparation and submission of proposals in response to this invitation.
- D. Non-Discrimination:** The proposer agrees not to refuse to hire, discharge, promote, or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.
- E. Governing Law:** The laws of the State of Colorado shall govern any agreement executed between the successful proposer and PCCLD. Further, the place of performance and transaction of business shall be deemed to be in the County of Pueblo, State of Colorado, and in the event of litigation, the exclusive venue and place of jurisdiction shall be Pueblo County in the State of Colorado.
- F. Confidentiality:** Proposals submitted to PCCLD for consideration shall be considered the property of PCCLD and, as such, are subject to Colorado Open Record Law, Section 24-72-201, et seq., C.R.S.
- G. Confidentiality of Information:** The proposing party acknowledges that the consultant or firm will, or may, be making use of, acquiring or adding to information about certain matters and things that are confidential to PCCLD, and is the exclusive property of PCCLD, including, but not limited to legal documents and

contracts, personnel and financial information, purchasing and internal cost information, operational manuals, IT schema and passwords, and other proprietary manners and methods of PCCLD's business and operations. The firm or consultant affirms to respect these confidential matters and only divulge these to others with the express written permission of authorized representatives of PCCLD.

3. Proposal Preparation:

- A. Exceptions and Deviations:** Any exceptions to or deviations from these terms and conditions must be identified in writing on an attachment to the proposal submittal. PCCLD reserves the right to accept or reject, at its sole discretion, any exceptions or deviations by the consultant.
- B. Substantive Proposals:** By submitting a proposal, the firm or consultant guarantees that (1) its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, consultant, or corporation; (2) it has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (3) it has not solicited or induced any other person, firm, or corporation from proposing; and (d) it has not sought by collusion to obtain for itself any advantage over any other firm or over PCCLD.
- C. Minimum Qualifications:** Firms or consultants must meet at least the following minimum qualifications:
- (1) Established Business. Qualified individuals must be assigned to this project with relevant credentials and experience in this field. The proposing party must have provided executive recruiting services for a minimum of five years prior to the release date of this RFP and operate in good standing.
 - (2) Customer Satisfaction, Financial Resources and Ability to Perform. The proposing party must be able to show proof it possesses an established satisfactory record and have sufficient financial support, equipment, and organization to ensure it can satisfactorily execute the services to be performed per this RFP.
 - (3) Legal Compliance. The consultant or firm must be in compliance with all applicable laws, rules, regulations, and ordinances of the City of Pueblo, the State of Colorado and the United States.
 - (4) Insurance. The consultant or firm shall not commence work until it has procured, maintains, and provides proof of the policies of insurances and liabilities listed below. The firm or consultant will not be relieved of any liability, claims, or other obligations in conjunction with the signed agreement with PCCLD by reason of its failure to procure or maintain the necessary insurance and liabilities. Failure on the part of the firm or consultant to obtain such

insurance and liabilities prior to, and during the term of the contract, will constitute a breach in which PCCLD has the right and may immediately terminate the engagement. PCCLD reserves the right to request and receive a copy of any policy related to services provided to PCCLD.

- (a) *Commercial General Liability:* The firm or consultant shall secure and maintain, during the term of agreed contract and for such additional time for service being performed, Commercial General Liability Insurance issued to and covering the liability of the firm or consultant with respect to all work performed by the firm, consultant, and its third party firms/consultants under the contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1 million for each occurrence and aggregate for personal injury including death and bodily injury and \$1 million for each occurrence and aggregate for property damage. This policy of insurance shall name the Pueblo City-County Library District, its agents, officers and employees as additional insured. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage's, as well as Owners' and consultants' Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by consultant under the provisions of the contract and "Completed Operations and Projects Liability" coverage.
- (b) *Workers Compensation Insurance:* The firm or consultant shall procure and maintain Workers Compensation Insurance, fully complying with appropriate law during the period of this contract and for such additional time as work on this project is being performed.

D. Submission Information and Documents: The following information and documents shall be included in the proposal submission:

- (1) Name of proposer, address, telephone number, email address, website URL, and contact person's name.
- (2) Consultant or firm awarded the contract must submit a completed and signed IRS Form W9 to PCCLD before contract begins.

E. Signatures: The proposal must be submitted with signature by a person qualified to bind the proposer.

F. Withdrawal of Proposal: A proposer may withdraw its proposal at any time prior to the proposal due date and time as identified herein. After that date and time, no consultant may withdraw its proposal for any reason. All proposals shall be valid for a period not less than 90 calendar days after the proposal due date.

4. Selection:

A. Selection: No proposal will be considered unless it is complete. All proposals submitted will be first screened to determine minimum qualifications as outlined in this RFP. The proposals will be ranked based the ability of the proposing consultant to provide the best, lowest cost services. Proposals that do not meet minimum requirements will automatically be rejected and shall not undergo further evaluation.

B. Negotiation: Subsequent to selection, PCCLD reserves the right to negotiate terms and conditions. PCCLD reserves the right to negotiate modifications to a proposal with a single firm or consultant without obligation to negotiate similar modifications with others.

5. Key Personnel: PCCLD prefers a single account relationship manager. In the proposal, list names, titles and locations of the primary and backup employees who will be assigned to PCCLD's account. Also include certifications, education, experience and qualifications of assigned personnel.

6. Competitive Position: Describe what differentiates the proposer's service from that of other competitors. Include in the discussion how the proposer keeps abreast of current and future trends and the proposer's approach to communication.

7. References: Provide references from at least three (3) clients to which the firm's or consultant's personnel proposed for the PCCLD project have provided services similar to those required under this RFP, including recent clients. These should be recent customers with needs comparable to those of PCCLD. Public libraries or similar references are preferred. References should include a contact name and phone number and address of reference.

8. Scope of Work: The PCCLD Board of Trustees invites qualified firms or consultants to submit a written proposal to conduct an executive search for the position of PCCLD Executive Director. This is an excellent opportunity for an experienced, skilled, and qualified administrator to oversee the operations of an award-winning public library.

The individuals assigned to this project by the firm or consultant should be experienced in successfully recruiting and placing executive level management positions in public libraries similar to PCCLD. Proposers should describe how they propose to work for the PCCLD Board of Trustees to recruit and screen candidates, and assist in the selection and placement of the best-qualified candidate to become PCCLD's next Executive Director. The proposal should include consideration for, but not necessarily limited to, developing an up-to-date job description and candidate profile, advertising and marketing job availability, recruiting qualified candidates, receiving and screening applications for the job, reviewing applications and providing candidate assessments, helping determine top candidates for interview, coordinating and assisting with candidate interviews and stakeholder participation, evaluating and advising on

screening and interviewing outcomes, assisting with finalist selection, finalist background and reference checks, and negotiating hire upon request by the Board of Trustees. Proposers should include a timeline for their proposed services and the proposed steps in the hiring process, and, in doing so, proposers are invited to advise of any other areas, services, or recommended steps that are not listed above. Proposers should provide evidence of experience and abilities in the specified areas and disciplines related to the proposed services. Proposers should describe guarantees provided should no satisfactory candidate be selected for hire, the preferred candidate drops out, or the selected candidate's employment proves unsatisfactory.

9. Proposal Requirements

- A.** Describe your qualifications and experience in providing public library Executive Director recruiting services for similar institutions and similar circumstances.
- B.** Describe your approach to providing services to PCCLD as described in the "Scope of Work" and elsewhere in this RFP.
- C.** Provide a sample engagement document including costs to PCCLD for the services as proposed.

9. Evaluation and Selection

PCCLD will review proposals submitted by the RFP deadline and select a winning consultant. PCCLD reserves the right to interview a short list of proposing consultants. PCCLD will negotiate a contract with the selected consultant. PCCLD will select the proposed services and terms that are most advantageous to it. Criteria to be considered, include but are not necessarily limited to, completeness and quality of response, ability to meet requested service needs, experience with library executive recruiting, expertise and availability of key personnel, total cost to PCCLD, and satisfaction of other clients.

10. Right of Acceptance and Rejection

PCCLD reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of PCCLD. PCCLD is not bound to accept the lowest priced proposal, but will select the proposal that represents the best value for PCCLD.