



INDIANAPOLIS-MARION COUNTY PUBLIC LIBRARY (IndyPL)

REQUEST FOR QUALIFICATIONS

Executive Search Services – Chief Executive Officer Position

Date of Issuance: December 23, 2021
Registration Date for Vendors: January 3, 2022
RFQ Submittal Deadline: January 7, 2022

IndyPL Point of Contact: Tisha Galarce, Interim, HR Director
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, IN 46208
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I. INTRODUCTION AND BACKGROUND

The Indianapolis-Marion County Public Library ("IndyPL") provides library services to patrons within its library district which, includes all of Marion County, Indiana except the Town of Speedway. The library system consists of the Central Library, 24 branches, and the Library Services Center. The 2020 population of IndyPL's service district is estimated at 953,959. IndyPL is governed by a seven-member Library Board of Trustees ("Library Board"), who are appointed by the Board

of School Commissioners of Indianapolis Public Schools (2), Marion County Board of Commissioners (3), and the City-County Council (2). IndyPL is administered by a Chief Executive Officer and eight-member senior management team. Since September 1, 2021, IndyPL has operated under the direction of an Interim CEO. IndyPL employs approximately 612 people, 269 of whom are represented by the American Federation of State, County and Municipal Employees (AFSCME).

The IndyPL [2021-2023 Strategic Plan](#) sets forth IndyPL's updated values, strategic priorities, and objectives for serving the community. The organizational values of IndyPL are:

1. Racial Equity – “Leading with Race by Being Race Explicit, Not Race Exclusive”: Prioritizing the impact of race and intersectional identities that impact the lived experiences of the community and staff such that one's identity can no longer be used as a predictor of how one fares.
2. Adaptability – “Ready for Progress”: Being proactive, nimble, and innovative, with the flexibility to anticipate and respond to change quickly and positively.
3. Communication – “Listening and Sharing”: Listening actively and ensuring an equitable and timely flow of information to and from patrons and colleagues that is clear, consistent, honest, open, and respectful.
4. Diversity – “Embracing Uniqueness”: Recognizing and valuing all the ways in which people differ, both seen and unseen, while embracing all the characteristics that make one individual or group different from or the same as another.
5. Inclusiveness – “Acknowledging and Addressing Biases”: Fostering an environment, collection, and services where everyone is treated fairly and where all are valued.

IndyPL is issuing this Request for Qualifications (“RFQ”) to solicit statements of qualifications and proposals (“SOQ”) from qualified Vendors to provide comprehensive, nationwide executive search services for the position of Chief Executive Officer and Library Director for IndyPL (“Services”). The Library Board is required to select a librarian who holds a certificate under Indiana Code 36-12-11 *et seq.* to serve as the CEO/Library Director, and by law the selection must be made solely on the candidate's training and proficiency in the science of library administration. (Ind. Code § 36-12-2-24(a)).

After a review of submitted SOQs, IndyPL intends contract with one Vendor for the Services described in this RFQ. This RFQ describes the Services to be performed and contains an overview of the general terms and conditions under which the Services are to be provided.

II. ATTACHMENTS

Attachment A – RFQ Timetable

Attachment B – Vendor Proposal Form and Non-Collusion Affidavit

Attachment C – E-Verify Affidavit

Attachment D – MBE/WBE/VBE/DOBE Business Utilization Program Summary
Attachment E – MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services
Attachment F – Application for MBE/WBE/VBE/DOBE Program Waiver
Attachment G – Job Description

IndyPL reserves the right to make changes to the RFQ Timetable and will provide proper notification to all registered vendors at the time any changes occur.

III. QUESTIONS AND CLARIFICATIONS

Questions and clarification inquiries about this RFQ must be received on or before Cutoff Date and Time for Questions (as set forth in **Attachment A**), and should be directed in writing to the IndyPL Point of Contact:

Tisha Galarce
Interim, HR Director
Indianapolis-Marion County Public Library
2450 North Meridian Street
Indianapolis, IN 46208
Fax: 317-269-5248
tgalarce@indypl.org

Upon receipt of this RFQ, all Vendors considering submission of an SOQ and desiring to be included in this RFQ process should submit the name, company, address, phone number, fax number, and e-mail address of a person who shall be the single point of contact and who is authorized to act on behalf of the Vendor. This submission shall be forwarded to the IndyPL Point of Contact at the address or e-mail listed above no later than the Cutoff Date and Time for Questions. A complete listing of all Vendor questions along with the IndyPL responses will be provided to each registered Vendor by written addendum.

IndyPL shall not be responsible for any oral instructions given by any employee of IndyPL regarding the instructions, specifications, scope of services that may be requested or documents as described in this RFQ. Any changes will be in the form of an addendum, which will be furnished to all Vendors who are known to have received the RFQ, or to any other Vendor who requests an addendum.

IV. MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM

IndyPL is committed to supporting and encouraging economic growth and business opportunities in Indianapolis and Marion County by strengthening IndyPL's relationships with minority, women, disability and veteran-owned business enterprises by providing an equal opportunity for participation in all IndyPL business.

In July 2020, the IndyPL Board of Trustees, with Resolution 28-2020, adopted these Minority/Women/Disability/Veteran-Owned Business Enterprise Utilization Goals:

- The utilization goal for Minority-owned Business Enterprises (MBE) is fifteen percent (15%).
- The utilization goal for Women-owned Business Enterprises (WBE) is eight percent (8%).
- The utilization goal for Veteran-owned Business Enterprises (VBE) is three percent (3%).
- The utilization goal for Disability-owned Business Enterprises (DOBE) is one percent (1%).

Attainment of the utilization goals will be based on the cumulative amount of work issued under a contractual agreement for the Services described in this RFQ. To assist in evaluating SOQs, all Vendors shall complete **Attachment E** – MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services.

To be eligible for an award pursuant to this RFQ, IndyPL will first determine whether a Vendor meets the stated minimum percentage of MBE/WBE/VBE/DOBE subcontractor participation set forth above. IndyPL will make this determination based upon Vendor's responses set forth in its completed MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services (**Attachment E**).

IndyPL understands there may be instances where the participation goals cannot be achieved by the Vendor in the preparation of their SOQ. In these instances, the Vendor is required to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet the participation goals. In the event that a Vendor does not meet the stated minimum participation goals, an Application for MBE/WBE/VBE/DOBE Program Waiver shall be submitted with the SOQ, included herein as **Attachment F**. IndyPL will review the submitted documentation to determine a score for the Vendor's outreach and good faith efforts.

A Summary of the IndyPL MBE/WBE/VBE/DOBE Business Utilization Program is more particularly described in **Attachment D**.

V. SUBMISSION OF SOQs

A. Definitions: The term Vendor ("Vendor") denotes those submitting an SOQ in response to this RFQ. The term Contractor ("Contractor") is used throughout this RFQ to define the Vendor entity that may be selected to provide the Services described in this RFQ. The term Agreement ("Agreement") denotes a contractual agreement for the performance of the Services described in this RFQ that may be entered into by IndyPL with Contractor.

B. Invitation for SOQs: IndyPL is hereby contacting prospective Vendors who are known to have the experience, expertise, and capabilities to furnish the requested Services. Upon request, each prospective Vendor will receive one copy of the RFQ from IndyPL; prospective Vendors are responsible for making additional copies as required to satisfy their needs.

- C. Point of Contact:** All communication with IndyPL must be directed to the single IndyPL Point of Contact identified on the first page of this RFQ.
- D. Schedule of Activities:** The RFQ Timetable as set forth in **Attachment A** outlines the schedule of major activities for the RFQ and the selection process. IndyPL reserves the right to amend the schedule as necessary.
- E. Late SOQs Not Considered:** SOQs received after the stipulated SOQ Submission Deadline (as set forth in **Attachment A**) will not be considered.
- F. Vendor Errors or Omissions:** IndyPL is not responsible for any Vendor's errors or omissions.
- G. Modification or Withdrawal of SOQ:** An SOQ may not be modified, withdrawn or cancelled by a vendor for ninety (90) days following the SOQ Submission Deadline and each Vendor so agrees in submitting the SOQ. SOQs may be withdrawn, altered and/or resubmitted at any time prior to the SOQ Submission Deadline. Notice of pre-submittal date withdrawal must be in writing over the signature of the Vendor and may be submitted to IndyPL by facsimile or electronic mail transmission. If by facsimile or electronic mail transmission, written confirmation over the signature of the Vendor must have been mailed and postmarked on or before the SOQ Submission Deadline. Withdrawn SOQs may be resubmitted up to the SOQ Submission Deadline, provided that they are then fully in conformance with these terms and conditions.
- H. Exceptions:** It is the intent of IndyPL to award an Agreement on a fair, competitive basis. For this reason, IndyPL may view the notation of an "Exception" in response to any material conditions or requirement of the RFQ as an attempt by the Vendor to vary the terms of the RFQ, which, in fact, may result in giving such Vendor an unfair advantage over other Vendors. For this reason, IndyPL will, at its option, not allow exceptions to any material requirement if, in the sole opinion of IndyPL, the exceptions alter the overall intent of this RFQ, unless the exception would be of material benefit to IndyPL.
- I. Public Records:** All materials submitted in response to this RFQ become the property of IndyPL upon delivery and shall be appended to any formal documentation which will further define or expand the contractual relationship between IndyPL and the Contractor. Vendors are advised that information and material contained in an SOQ are subject to the Indiana Public Records Act, IC 5-14-3 et seq. ("IPRA"). After the contract award, the entire SOQ may be viewed and copied by any member of the public, including news agencies and competitors. Vendors claiming a statutory exception from disclosure under the IPRA must:

1. Place all documents they consider confidential (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" with the Vendor name, IndyPL Point of Contact Name, and the SOQ title.
2. Indicate in the transmittal letter for the SOQ that confidential information or materials are including in the submission along with a general description of the information for which confidential treatment is sought.
3. Indicate in the transmittal letter which statutory exception provision of the IPRA applies to each listed confidential material item.
4. Provide a redacted version of the Vendor SOQ to properly identify (and black-out) those sections of the Vendor SOQ for which Vendor claims an exception from disclosure under IPRA.

IndyPL reserves the right to make determinations of confidentiality upon consultation with legal counsel. If IndyPL does not agree with the claim that the information designated is confidential under one of the cited disclosure exceptions to the IPRA, it may either discuss its interpretation of the allowable exceptions with the Vendor or reject the SOQ. If an agreement can be reached on the nature of the requested confidential materials, the SOQ will be considered. If an agreement cannot be reached, IndyPL will remove the SOQ from consideration for award and return the entire "Confidential" package to the Vendor. The rest of the SOQ and other supporting documentation will not be returned to Vendor and remain part of the RFQ file. **IndyPL will not consider prices, fees, or wage rates to be confidential information.** By submission of its SOQ, a Vendor acknowledges that IndyPL is required to make disclosures as required by law, and nothing herein shall obligate IndyPL to defend a Vendor designation of its SOQ or portions thereof as confidential and excepted from disclosure. IndyPL shall not be liable for disclosures required by law.

J. Reservation of Rights: This RFQ does not commit IndyPL to award an Agreement, to pay any costs incurred in the preparation of an SOQ in response to this RFQ, or to otherwise contract for any services. IndyPL reserves the right to accept or reject any or all SOQs received as a result of this RFQ, to have discussions with and request additional information and in-person interviews with any qualified Vendors, to negotiate with any qualified sources, or to cancel in part or in its entirety this RFQ, if it is in the best interest of IndyPL to do so. IndyPL will evaluate SOQs based upon the effectiveness of the perceived performance as it relates to IndyPL's specific requirements and criteria. The lowest fee SOQ may not necessarily be selected. IndyPL specifically reserves the right to reject any or all SOQs or any part thereof, or to waive any defects or informalities. IndyPL may choose to have discussions with Vendors to clarify SOQs. IndyPL may, at its sole discretion, share such discussions with other Vendors.

K. Inconsistency: Any Vendor believing that there is any ambiguity, inconsistency or error in this RFQ shall promptly notify IndyPL in writing of such apparent discrepancy. Failure to so notify IndyPL by the SOQ Submission Deadline (as set forth in **Attachment A**) will

constitute a waiver of claim of ambiguity, inconsistency, and/or error.

- L. Preparation Costs:** The Vendor shall be responsible for all costs incurred in preparing or responding to this RFQ. All materials and documents submitted in response to the RFQ shall become property of IndyPL and will not be returned after the SOQ Submission Deadline.
- M. Commission Prohibition:** By submission of an SOQ, the Vendor certifies that the Vendor has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of IndyPL.
- N. IndyPL's Right to Disqualify for Conflict of Interest:** IndyPL reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the SOQ submitted or any other data available to IndyPL. The right of disqualification is at the sole discretion of IndyPL. Any Vendor submitting a SOQ waives any right to object at any future time, before any agency or board, including but not limited to the IndyPL Board of Trustees, or any court, to IndyPL's exercise of its right of disqualification by reason of real or apparent conflict of interest as determined by IndyPL.
- O. Capabilities:** Any Vendor submitting an SOQ in response to this RFQ warrants and guarantees that the Vendor is fully capable of performing each and every task set forth in the SOQ. No limitation or exception to this warranty provision will be acceptable to IndyPL; except, it is understood that the Vendor is not responsible for any problems in performance caused by improper acts or omissions by IndyPL.
- P. Covenant Against Contingent Fees:** The Vendor warrants that no person or selling agent has been employed or retained to solicit or secure the Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, IndyPL shall have the right to immediately terminate an Agreement that may be entered into with the Vendor without liability or, in its discretion, to deduct from fees or payments due the Vendor the commission, percentage, brokerage or contingent fee.
- Q. Gratuities:** IndyPL may immediately terminate consideration of a Vendor SOQ or the right of a selected Vendor to proceed under an Agreement that may be entered into with the selected Vendor if it is found that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Vendor, or any representative of the Vendor, to any officer or employee of IndyPL with a view toward securing the Vendor selection or resulting Agreement, or the making of any determinations with respect to the issuance or performance of an Agreement.

R. Diversity and Inclusion in Employment:

1. MBE/WBE/VBE/DOBE Business Utilization Program: SOQs submitted in response to this RFQ will be subject to IndyPL's MBE/WBE/VBE/DOBE Business Utilization Program, as more particularly described in section IV of this RFQ and **Attachment D** hereto. Each Vendor shall submit with its SOQ a completed MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services form (attached hereto as **Attachment E**) and, in the event that a Vendor does not meet the minimum participation goals stated in this RFQ, each Vendor shall also submit a completed Application for MBE/WBE/VBE/DOBE Program Waiver form (attached hereto as **Attachment F**) evidencing the Vendor's outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs to meet the participation goals.
2. Non-Discrimination: Any Contractor and its subcontractors, if any, in performing services under the Agreement resulting from this RFQ shall not discriminate against any employees or applicants for employment, to be employed in the performance of the Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, creed, color, religion, age, gender, disability, national origin, ancestry, military service veteran status, sexual orientation or gender identity. Breach of this covenant may be regarded as a material breach of the Agreement.

S. News Releases: News releases pertaining to this SOQ or the requested Services shall not be made without written prior approval of IndyPL.

T. Licenses: Each Vendor shall provide documentation to IndyPL evidencing all necessary licenses required to perform the Services prior to the award of the Agreement. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected as Contractor shall be duly registered and qualified to do business within the State of Indiana.

U. Protest: Any person who has an objection to the awarding of the Agreement to any Vendor by IndyPL, shall lodge that protest, in writing, with IndyPL no later than 5:00 p.m. local time of the fifth (5th) calendar day following release of IndyPL's Notification of Award letter. IndyPL retains the right to reject all protests not filed within this time or those found to be without merit.

VI. GENERAL TERMS AND CONDITIONS

In addition to the SOQ response requirements of this RFQ, which each Vendor shall agree to by the act of submitting its SOQ response, any Vendor entering into an Agreement with IndyPL must agree to a number of general terms and conditions. If a Vendor cannot agree to any of the stated general terms and conditions, its SOQ must clearly state the reason for any such non-compliance.

- A. Form of Agreement:** The submission of an SOQ response constitutes the agreement of any submitting Vendor that any contract to be drawn as a result of an award herein will be prepared by counsel for IndyPL or, if the selected Vendor's standard contract is used, it shall be subject to modification and negotiation by counsel for IndyPL to conform to the requirements of this RFQ, Indiana legal requirements and principles applicable to IndyPL, and requirements for the protection of IndyPL as are appropriate in the sole discretion of IndyPL and its counsel. Vendors are requested to submit copies of their applicable standard contracts for executive search services as described herein.
- B. Compliance with Laws:** Vendor shall comply with, abide by and observe all applicable statutes, laws, ordinances, rules, regulations, orders and standards of federal, state and local governments having authority or jurisdiction over the products, services, or performance of the services, or any lawful orders pertaining in any way to the services to be provided to IndyPL.
- C. E-Verify:** Pursuant to Ind. Code § 22-5-1.7-11, the Contractor must acknowledge (i) that it is required to enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program and (ii) that it will not be required to verify the work eligibility status of all newly hired employees through the E-Verify program in the event such Program ceases to exist. The Contractor shall not knowingly employ or contract with an unauthorized alien. Contemporaneous with the execution of an Agreement, Contractor shall execute and deliver the attached Affidavit on Employment Eligibility Verification (**Attachment C**) affirming that Contractor does not knowingly employ an unauthorized alien as required by Ind. Code §22-5-1.7-11(a)(2). The Contractor must agree to require its subcontractors who may perform work under the Agreement to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. IndyPL may terminate the Agreement without penalty if Contractor knowingly employs or contracts with an unauthorized alien¹, or retains an employee or contract with a person that Contractor subsequently learns is an unauthorized alien. To avoid termination, Contractor must remedy the violation within thirty (30) days of IndyPL notifying Contractor of the violation.
- D. Investments:** By submission of an SOQ, the Vendor certifies that it is not engaged in investment activities in Iran as defined in Ind. Code § 5-22-16.5-8.
- E. Organization Employment Disclaimer:** Any Agreement entered into as the result of this RFQ will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind

¹ For the purpose of this Contract, "unauthorized alien," as defined in 8 U.S.C. §1324a(h)(3), is an alien not lawfully admitted for permanent residence, or not authorized to be so employed by U.S. Code, Title 8, Chapter 12 or by the Attorney General.

between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. The Contractor will agree that no persons supplied by it in the performance of the contract are employees of IndyPL and further agrees that no rights of IndyPL's civil service, retirement or personnel rules accrue to such persons.

The Contractor shall have sole responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation and occupational disease compensation insurance, unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such Contractor in the performance of the Agreement and shall save and hold IndyPL harmless with respect thereto.

- F. Method of Payment:** The Contractor shall be required to participate in the IndyPL Electronic Fund Transfer ("EFT") invoice payment program for the electronic transfer of funds directly to the Contractor's designated banking account for payment of approved invoices. Invoices submitted must contain the purchase order number under which the Services agreement is awarded. Contractor shall submit invoices to the addressee designated as the IndyPL Point of Contact person in the RFQ. The Contractor shall submit monthly invoices. Each payment requested shall include a detailed breakdown of all charges. All invoices will be paid promptly by IndyPL unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.
- G. Insurance:** Contractor shall secure, pay for and maintain the following insurance policies in full force and effect throughout the term of an Agreement that may be entered between Contractor and IndyPL:
- a) Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury (including death), personal injury, property damage, and contractual liability, and Two Million Dollars (\$2,000,000) general aggregate. The policy shall be written on an occurrence basis. The policy shall also not have exclusions for any of Contractor's activities at the IndyPL facilities. Any deductible shall be at Contractor's expense.
 - b) Errors and Omissions/Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and general aggregate for all acts and omissions related to the responsibilities contained in the Agreement. The policy should be issued on an occurrence basis. If written on a claims-made basis, the policy must remain in effect for the duration of the Agreement and three (3) years after the end of the Agreement term. An extension of two (2) additional years may be required at the discretion of the Library. For all professional contracts, liability policies may not be limited to the fees paid to the Vendor.
 - c) Business automobile coverage, including coverage for owned, leased, and hired

vehicles, which shall include vehicle and property (cargo) damage, and bodily injury, in an amount not less than One Million Dollars (\$1,000,000.00).

- d) Workers' Compensation insurance, affording coverage in accordance with the applicable state laws covering all of Contractor's employees, and Employer's Liability coverage in accordance with applicable state laws but no less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee and One Million Dollars (\$1,000,000.00) policy limit.
- e) All insurance policies addressed in Sections VI(G)(a) and (c) above shall be endorsed to name the following as additional insured's:
 - Indianapolis-Marion County Public Library and its trustees, directors, officers, employees, representatives, volunteers, agents, Contractors, licensees, and successors.
- f) All insurance policies required hereunder: (1) shall be endorsed to state that the insurance is primary and not contributive to any other insurance available to IndyPL; (2) shall provide for a waiver of rights of subrogation against the additional insurers on the part of the insurance carriers; (3) shall be written with insurance companies licensed to do business in the State of Indiana and rated no lower than A-VII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide, and (4) shall provide for no less than thirty (30) days advance written notice to IndyPL prior to cancellation, non-renewal or material modification.
- g) Contractor shall deliver to IndyPL, prior to commencement of Services under the Agreement, Certificates of Insurance confirming the existence or issuance of all insurance policies required to be carried hereunder ("Certificates of Insurance"). If any such policy is not obtained, or if all Certificates of Insurance are not delivered to IndyPL by the aforementioned time, or if any of such policies are canceled, IndyPL shall have the right to terminate the Agreement immediately and/or deny Contractor access to IndyPL facilities.
- h) These insurance provisions are minimum requirements and shall not relieve Contractor of its indemnity, defense and hold harmless obligations.

H. Suspension of Work/Termination or Suspension: IndyPL reserves the exclusive right to terminate or suspend all or any portion of the Services for which the Contractor is employed by giving one (1) day written notice to the Contractor; however, if any portion of the Services shall be terminated or suspended, IndyPL shall pay the Contractor equitably for all services properly performed prior to termination. If the Services are suspended and the Contractor is not given an order to resume work within sixty (60) days from the effective date of the suspension, the Agreement will be considered terminated.

I. Prime Contractor Responsibility: Planned use of subcontractors in connection with providing the requested Services should be clearly explained and described in the Vendor SOQ. The Contractor will be responsible, and must take responsibility, for the performance of the Services whether or not subcontractors are used.

In Contractor/subcontractor arrangements involving more than one firm, it does not matter to IndyPL which firm assumes the lead, as long as that firm assumes full responsibility for the performance of the Service. IndyPL will only enter into an Agreement with the prime Contractor.

- J. Audit of SOQ Records:** The Contractor must keep all resulting SOQ records separate and make them available for audit by IndyPL personnel or Indiana State Board of Accounts personnel during the term of the Agreement and upon request for a period of three (3) years after the end of the Agreement term and completion of the Services.

VII. SOQ REQUIREMENTS AND INFORMATION TO BE INCLUDED IN THE SOQ

- A. Introduction:** The following guidelines are provided to ensure the equitable evaluation of competitive sealed SOQs and to contain the cost of participation in the RFQ process to a reasonable level. Therefore, SOQs should be prepared as closely as possible in accordance with the instructions outlined in this section. Vendor is advised to read this RFQ in its entirety. Failure to read and/or understand any portion of this RFQ shall not be caused for waiver of any portion of the RFQ.
- B. Copies:** Vendor must submit two (2) copies of the SOQ along with one (1) electronic copy in PDF format or on a thumb drive or disk.
- C. SOQ Format and Content:** SOQ responses are requested to be typewritten and on 8-1/2 x 11 inch paper for ease of evaluation. SOQ responses should be specific and complete in every detail, prepared in a simple straight-forward manner, and shall include the following:
1. Introduction and Cover Letter – this section shall provide the following information:
 - a. Vendor name, address, telephone, and fax
 - b. Contact person for the Vendor's SOQ
 - c. Signature of contact person. This signature will serve as verification that the Vendor is a legal entity, that the contact person is authorized to act on the Vendor's behalf, and that the SOQ is a firm offer that shall remain valid for a ninety (90) calendar day period from the SOQ Submission Deadline unless otherwise extended by the Vendor and IndyPL.
 2. Executive Summary – this section shall include an executive summary highlighting the Vendor's background, experience, and variety of services, and any service enhancements unique to the Vendor.
 3. Public Library or Nonprofit Organization Executive Search Experience – this section shall include a list of at least five (5) examples of past public library, government, or nonprofit organization work performed by the Vendor on projects of a similar nature that would typify the qualifications of Vendor. Provide a specific listing and

corresponding statement regarding the Vendor's experience in the executive search services provided to public libraries, government, or nonprofit organizations. Include a brief description of the work performed on each project and a listing of the Vendor's employees/partners primarily responsible for the work.

4. Company References – this section shall include a list of at least three (3) references showing prior experience in the areas as outlined in this RFQ, preferably with libraries, government agencies, nonprofit organizations, and/or corporate clients. Each reference shall include the name and address of client, the name and telephone number of the individual who can be contacted for verification of services, and a list of services performed for each reference.
5. Company and Project Team Profile – this section shall include information relating to the business organization of the Vendor. The Vendor shall define the capability of its organization to meet the intended objectives of this RFQ, including a statement addressing all of the Vendor's required qualifications as outlined in Section VIII(A) of this RFQ. This section may include a description of the Vendor's organization chart, names and title of staff members who would be primarily assigned to this account, the role and responsibilities of each staff member, and résumés of principal staff members, showing education and experience relevant to this type of work.
6. Proposed Work Plan, Schedule, and Fee – this section shall include a statement concerning the proposed schedule and work plan describing the process to complete the tasks as they apply to the Services required under this RFQ. This work plan shall contain a brief statement of the Vendor's understanding of the Services required and shall detail the approach the Vendor intends to follow in providing the Services required as outlined in this RFQ. This section shall also state the Vendor's fee for Services to be performed. Vendors are invited to submit a single lump sum quote for the Services. All fees quoted shall be firm and fixed for the full Agreement period.
7. Proposed Plan for Cultivating Diverse Candidate Pool – this section shall include a brief statement concerning the Vendor's proposed plan for cultivating a diverse candidate pool in providing the Services required under this RFQ. This section shall detail the approach the Vendor intends to follow in identifying, recruiting, and presenting to IndyPL a pool of diverse candidates who are highly qualified for the IndyPL CEO position.
8. Form Agreement – the Vendor shall provide a copy or copies of Vendor's standard agreement or forms used to provide services similar to the Services outlined in this RFQ. To the extent a Vendor is incapable of complying with or takes exception to any aspect of the requirements, SOQ terms, and general terms and conditions described in this RFQ, the Vendor shall specifically identify and describe such exceptions in this section of its SOQ response to this RFQ.
9. Vendor may provide any other information within the maximum page limit that it believes important and relevant.

D. The SOQ shall not exceed twenty (20) pages, including the following attachments, which

must be submitted with the SOQ:

1. The Vendor shall provide a completed Vendor Proposal Sheet, included herein at **Attachment B**.
2. The Vendor shall provide a completed and notarized Non-Collusion Affidavit, included herein at **Attachment B**.
3. The Vendor shall provide a completed and notarized E-Verify Affidavit, included herein at **Attachment C**.
4. The Vendor shall provide a completed MBE/WBE/VBE/DOBE Participation Goals Plan for Construction, Goods/Supplies, and Services, included herein at **Attachment E**.
5. In the event the Vendor does not meet the minimum participation goals stated in this RFQ, the Vendor shall provide a completed Application for MBE/WBE/VBE/DOBE Program Waiver, included herein at **Attachment F**.

E. Submittal Instructions: The SOQ package may be personally delivered, sent by mail or delivery service to the IndyPL Point of Contact at the address identified in this RFQ. The following information shall be on the outside of the package:

1. Vendor's name;
2. RFQ Title; and
3. The SOQ Submission Deadline.

The SOQ package in PDF format may be delivered by e-mail to the IndyPL Point of Contact at the e-mail address identified in this RFQ. The maximum file size is 7MB.

Regardless of the mode of delivery, the SOQ must be received by IndyPL by the SOQ Submission Deadline to be considered.

F. Additional Information: Following receipt of the SOQs, IndyPL reserves the right to request additional information from and conduct in-person interviews with the Vendors reasonably susceptible of being awarded the Agreement. IndyPL will not share information gathered in such discussions with other competing Vendors.

VIII. VENDOR QUALIFICATIONS AND EVALUATION CRITERIA

A. Vendor Qualifications: The Vendor shall have the following minimum qualifications:

1. A sound business reputation;
2. Proven capabilities in delivering the Services on time and on budget;
3. Appropriate resources to satisfy the requirements set forth in this RFQ;
4. Demonstrated track record in similar service relationships, including at least three (3) library/government/nonprofit clients;
5. Demonstrated track record in overall client satisfaction; and
6. Registered with the Indiana Secretary of State to do business in Indiana.

B. Evaluation Criteria: IndyPL will evaluate the SOQ proposals according to a number of evaluation criteria. IndyPL reserves the right to select the Vendor who best meets the overall needs of IndyPL, based primarily on the following criteria. Vendors are welcome to submit supporting information which describes their ability to meet the criteria:

1. Demonstrated qualifications and capacity of Vendor. This will include: years in business, service capabilities and experience of the firm in providing similar services for public governmental entities of similar scope. Verification of positive references with other client, including at least three (3) library, government, or nonprofit clients of similar scope, will be considered in the evaluation process;
2. Adequacy, completeness and compliance with the specific requirements of this RFQ;
3. Prior performance history of the Vendor, demonstrated expertise, and abilities to provide all required Services;
4. Reasonable fees, costs and/or rates associated with the offered Services; and
5. Any other criteria deemed relevant and appropriate by IndyPL for the Services.

IX. AWARD

The successful Vendor must be ready to proceed with performance of the Services by February 15, 2022.

ATTACHMENT A
RFQ for Executive Search for Position of Chief Executive Officer
RFQ TIMETABLE

The following table outlines the tentative schedule of major activities for the RFQ and selection processes. IndyPL reserves the right to amend the schedule as necessary.

Event	Date
Issue the RFQ	12/23/2021
Registration Date for Vendors	01/03/2022
Cutoff Date and Time for Questions	01/05/2022
Distribute Response to Vendor Questions	01/06/2022
SOQ Submission Deadline	01/07/2022
Interviews of Finalists	01/18/2022
Final Recommendation to IndyPL Board Diversity, Policy and Human Resources Committee at their Monthly Public Meeting	01/20/2022
Final Recommendation to IndyPL Board of Trustees at their Monthly Public Meeting	01/24/2022
Issue Notification of Intent to Award Contract Letter	01/26/2022
Execute Agreement	February 2022
Executive Search Process Begin	February 2022

ATTACHMENT B
RFQ for Executive Search for Position of Chief Executive Officer
VENDOR PROPOSAL FORM

Vendor: _____

Address: _____

City/State: _____

Date: _____

Vendor Certification:

The undersigned acknowledges that I/we have received and thoroughly reviewed the Request for Quote ("RFQ") dated 12/22/2021 and understand the entire scope of Services.

Pursuant to notices given, the undersigned, with complete understanding of the requirements and conditions, shall provide the Executive Search for Position of Chief Executive Officer services fully in accordance with the requirements of the RFQ.

Acknowledgment of Receipt of Addenda:

I/We have received and reviewed the Addenda which I/we have listed below, and have included the provisions thereof in the Quote:

Lump Sum Quote:

Lump Sum Quote for the Services: \$ _____ Written Amount: _____

Any Other Expenses:

_____ \$ _____ Written Amount: _____

_____ \$ _____ Written Amount: _____

_____ \$ _____ Written Amount: _____

ATTACHMENT B
RFQ for Executive Search for Position of Chief Executive Officer
NON-COLLUSION AFFIDAVIT

Vendor: _____

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that Vendor has not, nor has any other member, representative, employee or agent of the Vendor, entered into any combination, collusion or agreement with any person relative to the SOQ by anyone at such letting, to prevent any person from submitting a quote, or to induce anyone to refrain from submitting a quote.

The undersigned further deposes and states that this SOQ is made without reference to any other quote and without any agreement, understanding or combination with any other person referring to such quote.

The undersigned further deposes and states that no person, firm or entity has or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such quote.

Vendor: _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

Seal:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 202__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

ATTACHMENT C
RFQ for Executive Search for Position of Chief Executive Officer
E-VERIFY AFFIDAVIT

Vendor: _____

Pursuant to Indiana Code 22-5-1.7-11, the Vendor entering into a contract with the Indianapolis-Marion County Public Library is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Vendor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify program no longer exists.

The undersigned, on behalf of the Vendor, being first duly sworn, deposes and states that the Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Indianapolis-Marion County Public Library, the undersigned Vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Vendor or Contractor: _____

By (Signature): _____

(Printed Name and Title): _____

(Important – Notary Signature and Seal Required in the Space Below)

STATE OF _____

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ 202__.

My commission expires: _____ (Signed) _____

Residing in _____ County, State of _____

ATTACHMENT D
RFQ for Executive Search for Position of Chief Executive Officer
MBE/WBE/VBE/DOBE BUSINESS UTILIZATION PROGRAM SUMMARY

The Indianapolis Public Library is committed to maximizing subcontracting opportunities for all qualified and available MBE/WBE/VBE/DOBEs. The MBE/WBE/VBE/DOBE Business Utilization Program applies to Library funded contracts of at least \$50,000.00.

There are two components of the MBE/WBE/VBE/DOBE Business Utilization Program:

1. MBE/WBE/VBE/DOBE Participation Goals: This component requires project/contract vendors to make subcontracting opportunities available to minority, women, veteran, and disabled-owned businesses certified by the City of Indianapolis' MBE/WBE/VBE/DOBE program at the minimum percentage stated in the invitation to bid/quote/proposal. To count towards the MBE/WBE/VBE/DOBE participation goal, the MBE/WBE/VBE/DOBE must be certified in the category code(s) that will be used on the project/services contract. A list of City-certified MBE/WBE/VBE/DOBEs is available on the City's website at <https://www.indy.gov/activity/find-omwbd-contractor> and from the Office of Minority & Women Business Development.
2. Outreach/Good Faith Efforts: The MBE/WBE/VBE/DOBE Outreach/Good Faith Efforts component requires project/contract vendors who do not meet the stated goals to provide evidence of outreach efforts and good faith efforts made to subcontract with MBE/WBE/VBE/DOBEs.

To be eligible for an award of project/contract, IndyPL will first determine whether a vendor meets the stated minimum percentage of MBE/WBE/VBE/DOBE subcontractor participation. The percentage is stated in the RFQ. In the event that a vendor does not meet the stated minimum percentages, a request for program waiver must be submitted with the bid/quote/proposal, using the attached Application for MBE/WBE/VBE/DOBE Program Waiver Form. IndyPL will review the submitted documentation to determine a score for the vendor's outreach/good faith efforts.

Pursuant to the MBE/WBE/VBE/DOBE Business Utilization Program requirements, the following items are included in the invitation and must be completed, signed and submitted with each SOQ. Failure to complete these forms with all the pertinent requested information may cause a bid/quote/proposal to be determined as non-responsive.

1. MBE/WBE/VBE/DOBE Participation Goals For Construction, Goods/Supplies, And Services Form.
2. Application For MBE/WBE/VBE/DOBE Program Waiver Form, if a vendor does not meet the stated minimum percentage with subcontractors.

Some of the following forms may be included in the invitation for information purposes only and do not have to be completed or returned with the bid/quote/proposal.

1. Letter Of Intent To Perform As A Subcontractor/Supplier Form: (upon request, must be

completed and submitted to IndyPL after bid/quote/proposal opening and within three (3) business days of vendor's notification of award).

2. Subcontractor and Suppliers List: (upon request, must be completed and submitted within three (3) business days of vendor's notification of award).
3. MBE/WBE/VBE/DOBE Subcontractor Substitution Request Form: (must be submitted for advance approval for any proposed change in MBE/WBE/VBE/DOBE subcontractors).
4. Subcontractor/Sub-consultant Payment Report: (must be submitted at least monthly with each Contractor invoice for payment).

ATTACHMENT E

**RFQ for Executive Search for Position of Chief Executive Officer
MBE/WBE/VBE/DOBE PARTICIPATION GOALS FOR CONSTRUCTION, GOODS/SUPPLIES,
AND SERVICES**

Submittal Due Date: _____
 Project: Executive Search for Chief Executive Officer Position
 Vendor: _____ Vendor Phone: _____
 Contact Name: _____ Vendor E-mail Address: _____

Vendor is is not a City-certified MBE/WBE/VBE/DOBE and will self-perform ___% of the total contract amount.

Does an exclusive agreement exist between the Vendor and any subcontractor/supplier listed?
 Yes No If yes, please explain): _____

Provide names of MBE/WBE/VBE/DOBE sub-contractors/suppliers with which Vendor has not previously worked (if any): _____

If Vendor is awarded this contract, the MBE/WBE/VBE/DOBE City certified firms listed below will be utilized in the performance of the contract as a subcontractor/supplier:

Full Legal Name of Firm	MBE, WBE, VBE, or DOBE	Contact Person	Phone #	Description of Work	\$ Dollar Amount	% of Total Contract Amount

Vendor must submit an *Application for MBE/WBE/VBE/DOBE Program Waiver* if it fails to meet the required utilization goals for the contract. Failure to provide the application for waiver at the time of submission will result in the disqualification and rejection of the quote/bid/proposal.

Vendor's Signature: _____
 Vendor's Name: _____
 Date: _____

ATTACHMENT F

**RFQ for Executive Search for Position of Chief Executive Officer
APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER**

APPLICATION FOR MBE/WBE/VBE/DOBE PROGRAM WAIVER

Pursuant to the IndyPL Invitation, this application for a (check each of the following which apply)
 MBE WBE VBE DOBE Program Waiver is hereby submitted for the Project listed below by Vendor.

Submittal Due Date: _____

Project: Executive Search for Chief Executive Officer Position

Vendor: _____ Vendor Phone: _____

Contact Name: _____ Vendor E-mail Address: _____

In attempting to meet the Project Goals the vendor made the following good faith efforts for the purpose of fulfilling those Goals (Check all that apply). The minimum score required to establish "good faith" effort is 70 points.

<u>Item:</u>	<u>Weighting</u>	<u>Score</u>
<input type="checkbox"/> 1. Vendor (check one of the following) <input type="checkbox"/> did <input type="checkbox"/> did not attend all pre-bid or pre-solicitation meetings held by the City to inform MBEs, WBEs, VBEs, and DOBEs of contracting opportunities.	10	_____
<input type="checkbox"/> 2. Vendor placed advertisements in search of prospective MBEs/WBEs/VBE and DOBEs for the contract. Provide all such advertisements, including e-mail "send-to" section, if used.	10	_____
<input type="checkbox"/> 3. Vendor provided written notifications to MBEs/WBEs/VBEs/DOBEs notifying them of contracting opportunities in sufficient time to allow them to participate and to minority business assistance agencies for the purpose of locating prospective MBEs, WBEs, VBEs, and DOBEs for the contract. Vendor's written notification to the Office of the Mayor's Business Development Program for assistance in locating MBEs, WBEs, VBEs, and DOBEs must also be documented. Provide all such documents.	20	_____
<input type="checkbox"/> 4. Vendor made the following efforts to select portions of the work to be performed by MBE/WBE/VBEs/DOBEs in order to increase the likelihood of achieving the stated goals, including the division of contracts into economically feasible units/parcels to facilitate participation:	10	_____
<hr/>		
<input type="checkbox"/> 5. Vendor contacted and/or negotiated with	15	_____

MBEs/WBEs/VBEs/DOBEs for specific sub-bids and/or partnerships. Please include a description of the information provided to MBE/WBE/VBEs/DOBEs regarding the plans and specifications for portions of the work to be performed and a statement of why prospective agreements with MBE/WBE/VBEs/DOBEs were not reached. Provide detailed documentation of such contacts/ negotiations.

- 6. If the Vendor rejected any MBE/WBE/VBE/DOBE firm(s) as unqualified, submit the reason(s) for this conclusion. 10 _____
- 7. Vendor provided the following technical assistance to MBEs/WBEs/VBEs/DOBEs in an effort to obtain MBE/WBE/VBE/DOBE participation, such as obtaining bonding, insurance, or a needed line of credit for the project, in an effort to obtain MBE/WBE/VBE/DOBE participation. Provide detailed documentation of such assistance. 15 _____
- 8. Vendor provided interested MBE/WBE/VBE/DOBE certified to perform the solicited work with prompt access to the plans, specifications, scope of work and requirements of the contract. 10 _____
- 9. Vendor completed a follow-up to initial solicitations. Provide copy of all e-mails and call logs. 10 _____
- 10. Has project joint venture agreement for this contract with a MBE/WBE/VBE/DOBE business or is a joint venture certified with the City as an MBE/WBE/VBE/DOBE business. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by Owner for this contract). 15 _____
- 11. Has a Mentor-Protégé Agreement with a MBE/WBE/VBE/DOBE business for this contract. MBE/WBE.VBE/DOBE minimum participation shall be 30% or greater (or as may be designated by Owner for this contract). 10 _____

TOTAL POINTS: _____

VENDOR SHALL SUBMIT YOUR SUPPORTING DOCUMENTATION WITHIN 3 BUSINESS DAYS OF NOTIFICATION OF AWARD.

Vendor certifies that all information contained herein and attached hereto is true and accurate and that all good faith efforts were made by Vendor for the purpose of fulfilling the contract goals. Failure to sign this form will result in the bid/quote/proposal being determined non-responsive.

Vendor's Signature: _____ Date: _____
 Title: _____

For IndyPL use only.

Contract offers no opportunity to utilize subcontractors/suppliers. No MBE/WBE/VBE/DOBEs are certified in the category codes for which there are subcontractor/supplier opportunities.

This Application for Program Waivers is:

Not Approved.
 Approved.
 Approved subject to the following conditions/restrictions: _____

IndyPL's Representative Signature: _____ Date: _____
 Title: _____

ATTACHMENT G

RFQ for Executive Search for Position of Chief Executive Officer JOB DESCRIPTION

JOB DESCRIPTION:



Job title:	CHIEF EXECUTIVE OFFICER
Department:	Chief Executive Office
Reports to:	Library Board of Trustees
Supervises:	Chief Financial Officer; Director, Collection Management; Director, Communications; Director, Facilities; Director, Human Resources; Director, Information Technology; Director, Public Services; Director, Strategic Planning & Assessment; Executive Assistant
FLSA Classification: Exempt	Pay Grade: 19

Position Summary:

The Chief Executive Officer is responsible for working with the Library Board to develop long-term plans and directions for the Library; planning and directing the overall operations and management of the Library; providing effective team development leadership to the staff; working collaboratively with civic organizations and community agencies; and working effectively with elected officials at the state and county level. The CEO functions with a maximum degree of latitude for independent action within the scope of the organizational policy set by the Library Board.

Essential Functions:

- Leads strategic change to meet Library goals through the establishment, implementation and clear communication of an organizational vision in a continuously changing environment.
- Leads people by effective communication, consistently demonstrating integrity and honesty, fostering teamwork, development of staff and constructive resolution of conflicts.
- Demonstrates sound business acumen and decision-making through strategic use of data to understand and manage human, financial and information resources.
- Effectively builds coalitions both internally and externally to achieve common goals in alignment with Library strategies.
- Drives results by meeting organizational goals and customer expectations through the application of technical knowledge, problem analysis, resource allocation, risk calculation and effective decision-making.
- Able to work the normally scheduled work time for this position which includes nights and weekends.
- Able to cope with daily job-related stress.

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions does not identify all duties performed by any single incumbent in this position.

Supplemental Functions:

- Demonstrates good interpersonal relationships by treating others with courtesy, sensitivity, and respect.
- Demonstrates good oral and written communication by making clear and convincing presentations to staff and public. Listens effectively and clarifies information as needed.
- Demonstrates a commitment to service by the degree of assistance and courtesy provided to both external and internal customers.
- Assesses own strengths and weaknesses; and pursues self-learning through professional development activities.

Qualifications:

- Graduation from an accredited college or university²
- Master of Library Science Degree or equivalent
- Indiana State Librarian Certificate 1 – Director
- Minimum of nine years' experience, including at least three years of administrative experience
- Valid Driver's License

Environment and Overall Physical Demands:

- Office Environment
 - Position requires frequent standing, sitting, and walking
 - Position rarely requires lifting, carrying, pushing/pulling, reaching, handling, use of fine dexterity, kneeling twisting, climbing, or balancing
 - Position never requires crouching or crawling
 - Position occasionally requires bending
 - Position requires constant use of vision, hearing, and speaking
-

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² "Accredited college or university" means: "a college or university that qualified for membership in the North Central Association of Colleges and Schools or other regional or national associations of similar rank. These associations and the colleges and universities they have accredited are listed in the latest edition of the publication 'Accredited Postsecondary Institutions and Programs' by the United States Department of Education." 590 IAC 5-1-2.