

**STILLWATER PUBLIC LIBRARY BOARD STILLWATER,
MINNESOTA**

REQUEST FOR PROPOSALS

Strategic Plan Development

Proposal Due Date: June 7, 2018

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REQUEST FOR PROPOSALS

STRATEGIC PLAN DEVELOPMENT

SECTION 1. INTRODUCTION & BACKGROUND

The City of Stillwater Public Library Board of Trustees, hereinafter referred to as the Library Board, is seeking consultant services to assist the Library Board in developing a comprehensive 3-4 year strategic plan.

In 2014, the Library Board established a strategic plan that included a refined mission and vision statement as well as three primary strategic goals. Each of those strategic goals was elaborated upon with a handful of related and supporting accomplishments. And further, the board at the time asked its consultant to prepare a much more detailed, step-by-step implementation plan that would chart a course for the full extent of the strategic plan's three-year run.

As we look ahead to the process of creating a new strategic plan, the Library Board and the library are in a very different place – all for the better – and therefore seek a different kind of strategic plan. One that's truly strategic, without getting the board caught up in the weeds of implementation. One that leans on evolving trends and best practices but stays true to what our community needs. One that includes meaningful goals and objectives, not only for accountability but for celebrating our successes. We're looking for a consultant who can help us get there.

Stillwater Public Library is an independent municipal library that operates as an associate of the Washington County Library system. The Library Board, consisting of nine (9) members, is responsible for all Library actions, determining community needs, establishing priorities and policies, and presenting an annual budget to the Stillwater City Council.

Detailed information about the Stillwater Public Library can viewed on the website located at <http://stillwaterlibrary.org/>

SECTION 2. INSTRUCTIONS TO PROPOSERS

2.1 Request for Proposal Information

It is the responsibility of the Consultant to carefully read the entire Request for Proposal (RFP), which contains provisions applicable to successful completion, and submission of an RFP. If any ambiguity, inconsistencies or errors are discovered in the RFP, the board president will issue a clarification or correction. Only interpretations or corrections of the RFP made in writing through addenda by the board president will be considered binding. The board president must receive all requests for interpretations or corrections no later than the date specified in the RFP timetable. The RFP consists of all documents identified in the Scope of Work section of this RFP.

2.2 Timetable

The anticipated timetable for the RFP process including the selection of the top

ranked firm is as follows:

- | | |
|--------------------------------------------------------|------------------|
| ➤ RFP available for distribution | May 7, 2018 |
| ➤ Deadline for receipt of questions | May 15, 2018 |
| ➤ Deadline for submittal of RFP | June 7, 2018 |
| ➤ Short list notification | June 14, 2018 |
| ➤ Deadline for PRICE submittal | June 21, 2018 |
| ➤ Consultant interviews (in person or conference call) | by June 29, 2018 |
| ➤ Final proposal | July 5, 2018 |
| ➤ Approval of selected consultant | July 10, 2018 |

2.3 Proposal Submission

2.3.1 A multi-step selection process will be used for this search.

- a. Step one will consist of submittal and evaluation of a Request for Proposals (RFP).
- b. The evaluation team will rate and shortlist between approximately three (3) and five (5) of the consultants.
- c. The shortlisted consultants will be invited to participate in an oral interview and final scoping meeting.
- d. Following the oral interview the shortlisted consultants will be requested to submit a Final Proposal by the time and date included in Section 2.02 in the form describe below.

2.3.2 All proposals should be submitted via email to:

Mark Troendle
Library Director
mtroendle@ci.stillwater.mn.us
651-430-8753
224 Third Street North
Stillwater, MN 55082

2.4 RFP Submittal

2.4.1 Part A – Technical Proposal (consisting of the firm’s qualification, scope of work, schedule, etc.). All proposals must be submitted electronically and shall be able to print on 8 ½” x 11” paper, except for any drawings, charts, diagrams, or similar information. The library director will confirm via email when proposals are received. Firms having difficulties sending (emailing) their proposals may call the library director at 651-430-8753.

2.4.2 Part B – Price Proposal

After being notified of being on the “short-list” these firm(s) shall submit their price via email. The Price Proposal – Part B shall be submitted electronically to the library director at mtroendle@ci.stillwater.mn.us. All submittals by electronic, mail, or in person must be received by no later than the time and date indicated in Section 2.2.

Part B – Price Proposal, must be signed by an officer of the company, who is legally authorized to enter into a contractual relationship in the name of the Proposer.

2.4.3 Part C -Final Proposal

After the interview, the short-listed proposer shall submit any changes to the original proposal along with a cover letter clarifying why the changes were made. Any changes to the proposed cost must be also submitted.

The submittal of a Proposal will be considered by the Library Board as constituting an offer by the Proposer to perform the required services at the stated prices.

2.5 Additional Information/Addenda

- 2.5.1 Requests for additional information or clarification must be made no later than the date specified in the RFP Timetable. Requests should contain the Proposer's name, address, phone number or e-mail address. Email should be addressed to Mark Troendle, Library Director, mtroendle@ci.stillwater.mn.us.
- 2.5.2 The Library Board's Designee will issue responses to inquiries and any other corrections or amendments in written addenda issued prior to the Proposal due date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or addenda issued subsequent to the issuance of this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addenda issued will prevail.
- 2.5.3 It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the Library Board President prior to submitting a proposal that all addenda have been received.

2.6 Modified Proposals

A Proposer may submit a modified proposal to replace all or any portion, of a previously submitted proposal up until the Proposal due date. The Evaluation Committee will only consider the latest version of the proposal as part of its deliberations.

2.7 Withdrawal of Proposals

Proposals shall be irrevocable until contract award, unless the proposal is withdrawn. A proposal may be withdrawn in writing upon the expiration of ninety days after the due date of the proposals, if the written request is received by the board president prior to the award of a contract.

2.8 Late Proposals, Late Modifications, and Late Withdrawals

Proposals received after the Proposal due date and time will not be considered. Modifications received after the Proposal due date are also late and will not be considered. Letters of withdrawal received after the expiration of ninety days from the Proposal due date or after the award of contract, whichever comes first, are late and will not be considered.

2.9 RFP Postponement or Cancellation

The Library Board may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals, re-advertise this RFP, postpone or cancel at any time this RFP process, or waive any irregularities in this RFP

and to award a contract in the best interest of the Stillwater Public Library.

2.10 Proposal Preparation Costs

All expenses involved with the preparation and submission of proposals to the Library Board, or any work performed in connection therewith shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to the award of a contract.

2.11 Oral Presentations

The Library Board will require the shortlisted Proposers to give oral presentations in support of their proposals or to exhibit and otherwise demonstrate the information contained therein. The interview will also serve as a basis to clarify the scope of work for the search. The presentations are tentatively scheduled for the dates indicated in Section 2.2.

2.12 Exceptions to RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states that exceptions may not be taken. Should a Proposer take exception where none is permitted, the proposal will be rejected as non-responsive. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the Library Board a meaningful opportunity to evaluate and rank the proposals.

Where exceptions are permitted, the Library Board shall determine the acceptability of the proposed exceptions and the proposals will be evaluated based on the proposals as submitted. The Library Board, after completing the evaluations, may accept or reject the exceptions.

It is the intent of the Library Board to entertain alternative proposals that may provide the same or similar services as called for in the RFP.

2.13 Confidential Information

Confidential information submitted as part of a proposal must be clearly marked as such. However, such information will be kept confidential only to the extent that the Minnesota Data Practices Law permits.

2.14 Negotiations

The Library Board may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposers best terms and conditions. The Library Board reserves the right to enter into limited contract negotiations with the selected Proposer. If the Library Board and the selected Proposer cannot negotiate a successful contract, the Library Board may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the Library Board has been executed or all proposals are rejected. No proposer shall have any rights against the Library Board arising from such negotiations or termination thereof.

2.15 Rules, Regulations and Licensing Requirements

All Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated by the RFP. Proposers are presumed to be familiar with all Federal, State, and Local laws ordinances, codes and regulations that may affect the services to be offered.

2.16 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is a timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a proposal as non-responsive.

2.17 Litigation

The contract resulting from this RFP shall be constructed in accordance with the laws of the State of Minnesota. Any litigation between the parties arising out of, or in connection with the contract shall be brought exclusively in Washington County Court.

2.18 Assignment, Transfer or Subcontracting

The Consultant shall not assign any interest in the contract resulting from this RFP and shall not transfer any interest in the same (whether by assignment, or notation) without the prior written consent of the Library Board. Consent will not be given to any proposed assignment which would release the Consultant of responsibilities under this contract. The Consultant must obtain prior written consent from the Library Board to delegate, assign, transfer, or subcontract any functions or responsibilities required to fulfill the obligations under the contract resulting from this RFP.

2.19 Termination for Cause

If the Consultant fails to fulfill any of the obligations under the contract resulting from this RFP in a timely manner, or otherwise violates any of the covenants, agreements or stipulations material to the contract, the Library Board shall thereupon have the right to in a written notice to the firm at least seven (7) days before the termination date to the Consultant of such termination.

SECTION 3. SCOPE OF SERVICES

The successful Proposer is directly responsible for and shall provide all personnel, materials, supplies, and work product to complete the development of a strategic plan for the Stillwater Public Library. The Library Board is looking for a consultant who will help the board:

3.1 Services and Tasks

- a. Establish a strategic planning process that will result in a suitably ambitious but achievable multi-year plan for the library.

- b. Inform the board about issues, trends, opportunities, challenges, etc., affecting libraries both similar to and different from Stillwater's.
- c. Gather input from key stakeholders to guide the board's planning.
- d. Communicate with key stakeholders throughout the planning process.
- e. Develop a thoughtful, clear and purposeful strategic plan.
- f. Gauge the success of the plan's implementation, with tangible goals and objectives.
- g. Proposals should include recommendations for community assessment that will inform a strategic planning process.
- h. The proposals must include a facilitated staff session of least 4 hours with all library staff to be conducted in Stillwater.
- i. Completed strategic plan to be delivered to the Library Board on a timeline consistent with and guided by the strategic planning process.
- j. Examination of current mission, vision, and values should be included.
- k. Review of the library's job descriptions and organizational structure to assess ability to meet strategic objectives may be included as an option for additional cost.

3.3 Tasks Performed by the Library Board

The Library Board proposes to complete the following tasks.

- i. Arrange for and prepare the facilities necessary to facilitate the staff session.

SECTION 4. PREPARING AND SUBMITTING PROPOSAL

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the documents described, fully completed and signed as required. Proposers shall provide documentation that demonstrates their ability to satisfy the qualifications needed to successfully complete the search. Proposals submitted which do not include the items described or which do not meet the qualification requirements or which fail to provide the necessary supporting documentation may be considered non-responsive and may not be considered for award.

4.1 Request for Proposals (RFP)

- a. The Proposal must contain the following sections:

Cover Page: The Cover Page should include the following information:

Proposer's Name

Contact Person for RFP

Business Address

Business Phone

Facsimile Phone

E-mail Address – Primary Contact

Web Site Address

Title of RFP: Strategic Plan Development

- b. Table of Contents: The Table of Contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
- c. Organizational Structure: The Proposer shall describe the organizational structure (corporation, partnership, individual sole proprietor, etc.) by providing the following information.
- Services or activities engaged in by the corporation/organization. The Proposer shall include branches or other subordinate units or divisions that will perform or assist in performing any work resulting from this RFP.
- Number of years the firm has been in existence. Date incorporated/organized & State of incorporation/organization
- Size of the corporation, partnership, or individual sole proprietor.
- Primary markets and services provided.
- d. Technical Qualifications: The Proposal should address how the Proposer will accomplish the Scope of Service, as described in Section 3 of this RFP. The Proposal should be structured and presented in a format and in such a manner that the Selection Committee can easily rate the submittal based on the evaluation criteria outlined in Section 5 of this RFP. This submittal should include the following minimum information.
1. Introduction to the consultant – Provide an introductory statement of why you're interested in this project.
 2. General Qualifications – Summarize the general qualifications of the firm.
 3. Special Qualifications – Describe any special or unique qualifications of the firm as it relates to this search. (State why your firm should be chosen.)
 4. Staff Qualifications – Include resumes demonstrating relevant experience of key personnel involved in the process.
 5. Previous Experience – Provide a list of clients, including name, address, contact person, and telephone number, for whom similar or related services have been provided in the past 5 years.
 6. Work Plan – Describe how the Proposer will develop a process for formulating the strategic plan and, once complete, how it will be implemented, monitored and evaluated, updated, and replicated.
 7. Understanding of the Process – Describe the firms understanding of the scope and the planned approach to achieve the objectives of the strategic planning process. This may be submitted in any format that the Proposer feels is appropriate.

8. Time Schedule – Include a time schedule to complete the Scope of Services contemplated.

4.3 Final Proposal (RFP)

The final RFP to be submitted after the interview. –The technical data should be amended and modified as appropriate to address the issues and reflect the scope of services discussed during the oral interviews and outlined in any addendum for the search which may have been issued.

4.4. Part B – Price Proposal

The Proposer must fully complete the Price Proposal Form:

Price: A proposed “lump sum” not to exceed fee for the base services as outlined in the technical proposal submitted. The total lump sum price will be used for determining the price component of the Proposal rating.

Additional Services: A proposed “lump sum” not to exceed fee for the various supplemental services requested.

SECTION 5. EVALUATION/SELECTION PROCESS

The proposals will be evaluated by the Library Board, which will evaluate the technical aspects of the proposal and participate in the oral interviews.

5.1 Part A – Technical Qualifications (subject to change)

The Board will first evaluate and rate all responsive proposals on the six (6) technical and qualification criteria listed below. The maximum possible point total for Part A is 100 points. A proposer must attain a minimum of 75% (75 points) of the possible available Part A points to be considered qualified.

Process for Developing the Strategic Plan (20 points)

(Include a description of the methodology and tasks needed to develop an outcome-driven strategic plan to serve the community.)

Process for Implementing the Strategic Plan (20 points)

(Include processes for implementing the plan, as well as monitoring progress and updating the plan. As part of updating the plan, describe how you will instill in the Library Board and staff the skills to replicate this strategic planning process in the future.)

Previous Experience, Firm (20 points)

(The successful firm and their subcontractors will have demonstrated expertise in library operations, services, trends, and functions as well as strategic planning experience.)

Staff Qualifications, Key Personnel & Roles (15 points)

(Qualifications and professional skills of the key individuals involved in the process.)

Time Schedule (15 points)

(Time estimated to complete the scope of work)

Demonstrated Understanding of the Objective of this Strategic Planning Process (10 points)

5.2 Part B – Price Proposal

The price proposal submission will be assigned a maximum total of 30 points.

The responsive proposal with the lowest total cost will be given the maximum points.

Every other responsive proposal will be given points proportionately in relation to the lowest total price proposed. This point total will be calculated by dividing the lowest total price proposed by the price proposed for the Proposal being evaluated, with the result then being multiplied by the weight (30 points) to arrive at a cost score of less than the maximum total points for price.

Example: $(LPP / PPP) \times TP = \text{Points assigned for price}$

LPP = Lowest Price Proposed

PPP = Proposer's Price Proposal

TP = Total Points Available (30)

5.3 Overall Ranking

The Library Board will then determine the overall ranking by adding the Technical Qualification score (Part A) with the Price Proposal score (Part B) to determine the overall ranking, which will inform the Library Board's deliberations regarding contract award.

5.4 Contract Award

The Library Board reserves the right to award a contract to the Proposer whose Proposal is deemed to be in the best interest of the Stillwater Public Library.

5.5 Terms of Agreement

Upon mutually agreeing to the terms of the contract, a written agreement will be prepared by the Library Board utilizing the City of Stillwater's contract agreements (amended to the specific terms of this contract). It is important to note that the Library Board will not indemnify the Consultant.

5.6 Failure to Reach Agreement

If an agreement cannot be reached with the top rated firm, negotiations will be terminated and the Library Board will open negotiations with another of the short-listed firms. The negotiation process will continue until an agreement is reached with one of the short-listed firms. If no agreement is reached with the short-listed firms the negotiation process may be terminated at the Library Board's discretion.

SECTION 6. STANDARD TERMS & CONDITIONS

6.1 Acceptance-Rejection: Library Board reserves the right to accept or reject any or all quotes and to waive technicalities in any quotation or part thereof deemed to be in the best interest of Stillwater Public Library.

6.2 Non-Discrimination/Affirmative Action: Stillwater Public Library is committed

to equal employment opportunity and is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or physical or mental handicap in regard to any position for which qualified. Further you are advised that as a contractor, subcontractor, vendor or lessee of Library, you may be subject to Executive Order 11246, as amended, and Section 503 of the Rehabilitation Act, as amended. If covered, acceptance of this contract or purchase order shall constitute your agreement that you will not discriminate against any employee or applicant for national origin, age or physical or mental handicap in regard to any position for which qualified; and that you will comply with other specific requirements of these laws. In the event of noncompliance with the nondiscrimination clause, this purchase order or contract may be canceled, terminated, or suspended in whole or in part and you may be declared ineligible for further contracts or purchase orders.

- 6.3 Applicable Law:** This contract shall be governed under the laws of the State of Minnesota and is made at Stillwater, MN, and venue for any legal action to enforce the terms of the agreement shall be in Washington County District Court.
- 6.4 Assignment:** No right or duty in whole or in part by the contractor under this contract may be assigned or delegated without the written consent of Library Board.
- 6.5 Cancellation:** Library Board reserves the right to cancel this contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 6.6 Delivery:** Delivery shall be F.O.B. destination unless otherwise specified.
- 6.7 Deviation and Exceptions:** Deviations and exceptions from terms, conditions, or specifications shall be described fully under the proposer's letterhead, signed, and attached to the request for proposal. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposer shall be held liable.
- 6.8 Entire Agreement:** These standard terms and conditions shall apply to any contract order awarded as a result of this request for proposal except where special requirements are stated elsewhere in the request. In such the contract order with reference to parts and attachments shall constitute the entire agreement with previous communications pertaining to the subject of this request for proposal being hereby superseded.
- 6.9 Guaranteed Delivery:** Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price if alternate procurement is necessary. Excess costs shall include administrative costs.
- 6.10 Invoicing:** shall be individually invoiced in accordance with the instructions contained on the purchase order or contract.

The Library Board is subject to payment provisions outlined by the City of Stillwater's Purchasing Policy. The Library Board, after receipt of a properly completed invoice or receipt and acceptance of the property or service whichever is later, will make payment within thirty (45) days as long as the properly

completed invoice or receipt is received on or before the second Tuesday of the month. If a properly completed invoice or receipt is not received by the second Tuesday of the month, the contractor waives the right to collect interest if payment is not made within thirty (45) days.

6.11 Quantities: Quantities shown on this request for proposal are based on estimated needs. Library Board reserves the right to increase/decrease quantities to meet actual needs or availability of funds.

6.12 Taxes: Library Board and its departments are exempt from payment of all federal taxes and Minnesota State and local taxes on its purchases except Minnesota excise tax as described below:

The Stillwater Public Library is exempt from state sales tax per Minnesota Statute 297a.70, but the sales tax exemption does not apply to building materials purchased by a contractor as part of a lump sum contract, construction materials purchased to fund facilities that will not be used for tax exempt purposes, the leasing of motor vehicles, and the purchase of lodging and drinks.

SECTION 7. RESPONSIBILITY OF THE LIBRARY BOARD

7.1 Library Board's Project Officer. The Library Board will appoint a project officer to function as project officer to act as the Library Board's representative with respect to the work performed under this contract. That project officer must defer to the full Library Board for final authority on any decisions not specifically assigned to the project officer.

7.2 Prompt Response. To prevent an unreasonable delay in the Consultant's work, the Library Board will examine all reports, drawings, specifications and other documents and will make authorizations in writing to the Consultant to proceed with work within a reasonable time period.

7.3 Project Requirements. The Library Board will furnish, at the Consultant's request, such information as is needed by the Consultant to aid in the progress of the project, providing it is reasonably obtainable from Library Board records.

SECTION 8. INSURANCE.

Consultant agrees that in order to protect itself and the Library Board under indemnity provisions set forth above, it will at all times during the term of this contract, keep in force policies of insurance as indicated in this contract. The Consultant shall not commence work until a Certificate of Insurance covering all of the insurance required by these specifications is approved and a Notice to Proceed is issued by the Library Board of Trustee's President.

PROFESSIONAL LIABILITY

A. Limits

(a) \$500,000 each claim/\$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final payment for service/job

GENERAL LIABILITY COVERAGE

- A. Commercial General Liability
 - (a) \$2,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 Personal injury and advertising injury
 - (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Stillwater, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, Collapse and Underground Coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

BUSINESS AUTOMOBILE COVERAGE

- A. \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Minnesota State Statute or any Workers Compensation Statutes of a different state.

Must carry coverage for Statutory Workers Compensation and Employers

Liability limit of:

\$500,000 Each Accident

\$500,000 Disease Policy Limit

\$500,000 Disease - Each Employee

ADDITIONAL PROVISIONS

* Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Stillwater, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.

* Endorsement - The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the City Clerk.

* Notice - NOTE: City of Stillwater requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.

* The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Minnesota.



SAMPLE STANDARD CONTRACT AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, _____ by and between the City of Stillwater Public Library Board of Trustees, 224 3rd Street N, Stillwater, Washington County, Minnesota and _____ (hereinafter called "Consultant").

1. The Work. The Consultant agrees to perform services to complete a Strategic Plan Development for the Stillwater Public Library as indicated in Exhibit "A" – Proposal Form:

A. Other Services

The Consultant shall, upon request and without additional compensation, furnish such explanation as may be necessary to clarify and interpret the plans, specifications or report, as the case may be.

B. Additional Services

The Consultant shall provide additional products and/or services provided by this Agreement if such additional products and/or services are requested in writing by the Library Board’s Project Manager or other authorized employee of the Library Board. Such additional costs may not be incurred prior to receipt of written approval by the Library Board. Compensation for services provided by this Agreement shall be as specified in _____. Costs for additional products and services not covered under this Agreement shall be negotiated and set forth in a written amendment to this Agreement executed by both parties. The amendment shall be executed by both parties prior to proceeding with the work covered under subject amendment.

All work will be done in a workman-like manner and materials will be fit for the purpose. Work must be completed according to the Stillwater Public Library Board’s Request for Proposals dated _____.

2. Project Manager: The Consultant shall assign the following individual to management the project described in this contract (a resume of this individual is attached)

Name Contact Numbers

3. Changes in Project Manager: The Library Board has the right to approve or disapprove any proposed change from the individual named above. The Library Board shall be provided with a resume for any proposed substitute and shall be given the opportunity to interview that person prior to its decision to approve or disapprove.

4. Responsibility of the Library Board. At its own expense, the Library Board will have the following responsibilities regarding the execution of the contract by the Consultant.

a. **Library Board’s Project Officer.** The Library Board will appoint a project officer to function as project officer to act as the Library Board’s representative with respect to

the work performed under this contract.

- b. **Prompt Response.** To prevent an unreasonable delay in the consultant's work, the Library Board will examine all reports, drawings, specifications and other documents and will make authorizations in writing to the Consultant to proceed with work within a reasonable time period.
- c. **Project Requirements.** The Library Board will furnish, at the Consultant's request, such information as is needed by the Consultant to aid in the progress of the project, providing it is reasonably obtainable from Library records.
3. **Payment.** This work, including all labor, materials and equipment needed to accomplish the Strategic Plan Development shall be completed by the Consultant as shown on the attached proposal form (Exhibit "A") to be paid to the Consultant to be processed as follows: 25% upfront, 25% when a working draft of the Strategic Plan has been submitted to the Library Board, and 50% upon satisfactory completion of the process.
4. **Waiver of Liability.** It is further agreed that this work is undertaken at the sole risk of the Consultant. The Consultant does expressly forever release the City of Stillwater from any claims, demands, injuries, damage actions or caused of action whatsoever, arising out of or connected with the work according to the Request for Proposals for the project.
4. **Indemnification.** Any and all claims that arise or may arise against the Consultant, its agents, servants or employees, as a consequence of any action or omission on the part of the Consultant while engaged in the performance of this work shall in no way be the obligation or responsibility of the Library Board. The Consultant shall indemnify, hold harmless and defend the city, its officers and employees, against any and all liability, loss cost damages, expenses, claims or actions, including attorneys fee which the Library Board, its officers or employees may hereinafter sustain, incur or be required to pay, arising out of or by any reason of any act or omission of the Consultant, its agents, servants or employees in the execution, performance or failure to adequately perform their obligations under this contract.
5. **Insurance.** Consultant agrees that in order to protect itself and the Library Board under indemnity provisions set forth above, it will at all times during the term of this contract, keep in force policies of insurance as indicated in this contract. The Consultant shall not commence work until a Certificate of Insurance covering all of the insurance required by these specifications is approved and a Notice to Proceed is issued by the Library Board of Trustee's President.

5.1. PROFESSIONAL LIABILITY

A. Limits

(a) \$500,000 each claim/\$1,000,000 annual aggregate

B. Must continue coverage for 2 years after final payment for service/job

5.2. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

(a) \$2,000,000 general aggregate

(b) \$1,000,000 products - completed operations aggregate

(c) \$1,000,000 Personal injury and advertising injury

- (d) \$1,000,000 each occurrence limit
- B. Claims made form of coverage is not acceptable.
- C. Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Stillwater, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, Collapse and Underground Coverage
 - (e) Products/Completed Operations
 - (f) The general aggregate must apply separately to this project/location

5.3 BUSINESS AUTOMOBILE COVERAGE

- A. \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

5.4. WORKERS COMPENSATION AND EMPLOYERS LIABILITY - If required by Minnesota State Statute or any Workers Compensation Statutes of a different state.

Must carry coverage for Statutory Workers Compensation and Employers Liability limit of:

- \$500,000 Each Accident
- \$500,000 Disease Policy Limit
- \$500,000 Disease - Each Employee

5.5 ADDITIONAL PROVISIONS

*Additional Insured - On the General Liability Coverage and Business Automobile Coverage. City of Stillwater, and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insureds.

*Endorsement - The Additional Insured Policy endorsement must accompany the Certificate of Insurance.

*Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the City Clerk.

*Notice - City of Stillwater requires 30-day written notice of cancellation, non-renewal or material change in the insurance coverage.

*The insurance coverage required must be provided by an insurance carrier with the "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Minnesota.

6. Contract Documents include:

- a. Notice to Proceed
- b. Copy of Accepted Resolution
- c. Small Contract Agreement (Pages 1-3)
- d. Library Board's Request for Proposals (_____ Pages)
- e. _____ proposal dated _____ (_____ Pages)
- f. Exhibit "A" of _____ Cost Proposal (3 Pages)

7. Termination. -

A. For Cause

If, through any cause not beyond the control of the Consultant, the Consultant shall fail to fulfill in timely and proper manner the obligations under this agreement, the Library Board shall have the right to terminate this contract by written notice to the Consultant. In this event, the Consultant shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience

The Library Board may terminate this contract by giving written notice to the Consultant no later than 10 calendar days before the termination date. If the Library Board terminates the contract under this clause, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed.

8. Conflict of Interest. No elected/appointed official or employee of the Library, Library Board or City of Stillwater who exercises any responsibilities in the review, approval, or carrying out of this contract shall participate in any decision relating to this contract which affects his or her direct or indirect personal or financial interest.

9. Assignability. The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the Library Board.

10. Title Transfer. The products of this contract shall be the sole and exclusive property of the Library Board. Upon completion or other termination of this contract, and at the request of the Library Board, the Consultant shall deliver to the Library Board machine-reproducible copies of any and all materials pertaining to this contract. Future use of these products (plans, specifications, and all other materials produced under this contract) by the Library Board for different facilities without specific adaptation by the Consultant, will be at the risk of the owner.

11. Public Record Contract Clause. Both parties understand that the Library Board is bound by the public records law, and as such, all of the terms of this agreement are subject to and conditioned on the provisions of MN. Statutes 13.05. Contractor acknowledges that it is obligated to assist the city in retaining and producing records that are subject to the Minnesota Data Practices law, and that the failure to do so shall constitute a material breach of this agreement, and that the contractor must defend and hold harmless from liability under that law in regard to records maintained or that should have been maintained by the contractor. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this agreement.

12. Confidentiality. No reports, information, and/or data given to or prepared or assembled by the Consultant under this contract shall be made available to any individual or organization by the Consultant without the prior written approval of the Library Board of Trustees.

13. Controversies. Any controversy or claim arising out of this contract shall be constructed in accordance with the laws of the State of Minnesota. Any litigation between the parties arising out of, or in connection with the contract shall be brought exclusively in Washington County Court.

14. Errors or Deficiencies. The Consultant shall without additional compensation revise any materials prepared under this contract if it is determined that the Consultant is responsible for any errors or deficiencies.

Further, the Consultant shall be responsible for costs incurred by the Library Board, which are over and above the costs that would have been incurred, had the error, omission or deficiency not occurred.

15. Contract Period. This agreement shall, unless otherwise stated elsewhere herein, terminate upon final payment to the Consultant. Both parties' obligations under this agreement, which by their nature are intended to continue beyond termination or expiration of this Agreement, shall survive the termination or expiration of this agreement.

16. Completeness of the Contract, This document and any specified attachments contain all terms and conditions of this contract and any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this contract. There are no understandings, representations or agreements, written or oral, other than those incorporated herein.

17. Completion Date. Completion of work related to the Strategic Plan Development shall be done according to the terms of the project's proposal submitted on _____.

IN WITNESS WHEREOF, the parties have set their hands this ___ day of _____, 2018.

STILLWATER PUBLIC LIBRARY BOARD

By: _____
Michael Keliher, President

By: _____
Its:

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ of _____, 2018 by Michael Keliher, President and _____ on behalf of the Stillwater Library Board of Trustees.

Notary Public
Commission Expires: ___/___/___

Commissioned At: _____

CONSULTANT

By: _____

By (Please Print): _____

Title (Please Print): _____

STATE OF MINNESOTA

)

) ss.

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ of _____, 2018 by
_____, its _____,
for _____.

Notary Public

Commission Expires: ___/___/___

Commissioned At: _____

EXHIBIT "A"
PROPOSAL FORM

**STILLWATER PUBLIC LIBRARY BOARD REQUEST FOR PROPOSALS FOR LIBRARY
STRATEGIC PLAN DEVELOPMENT**

I hereby certify that I am authorized to make this offer on behalf of the named company and to bind said company to all conditions of this proposal. By submitting this proposal, I hereby represent that the firm identified below has thoroughly examined the Request for Proposals, is familiar with the Scope of Services, and is fully qualified to perform the services described to achieve the Library Board's objectives in a professional manner.

Name of Firm _____

Address _____

City/State/Zip _____

Signature _____

Name (Print) _____

Title _____

Telephone Number _____

Fax Number _____

E-Mail Address _____

