



REQUEST FOR PROPOSAL

Consultant Contract

Timberland Regional Library Strategic Planning Project

Procurement Schedule

All times are Pacific Standard Time (PST)

Schedule of Events	Date/Time
Solicitation Release	September 29, 2023
Deadline for Questions	October 13, 2023 at 5:00 p.m.
Response Deadline	November 1, 2023 at 5:00 p.m.
Interviews	November 29 – December 1, 2023
Announcement of Successful Proposer(s)	December 28, 2023
Anticipated Negotiation Schedule	If required, a negotiation schedule will be provided
Contract Execution	January 2, 2024

TRL reserves the right to modify the above timeline.

Procurement Contact Information

Procurement Contact: Rose Enos-Weedmark, renosweedmark@trl.org, 360-704-4548

Unless authorized by the Procurement Contact, no other TRL official or employee may speak for TRL regarding this solicitation until award is complete. Any Proposer contacting other TRL officials or employees does so at Proposer’s own risk. TRL is not bound by such information.

Table of Contents

- 1. Purpose and Background. 3
- 2. Performance Schedule. 3
- 3. Solicitation Objectives. 4
- 4. Minimum Qualifications. 4
- 5. Scope of Work. 4
- 6. Contract Modifications. 6
- 7. Procedures and Requirements. 6
- 8. Response Materials and Submittal. 11
- 9. Selection Process. 13
- 10. Award and Contract Execution. 14

1. Purpose and Background

Timberland Regional Library (TRL) is requesting proposals for a strategic consultant to assist in the development of a strategic planning process resulting in a final Strategic Direction for TRL for 2025-2029.

TRL is an intercounty rural library district serving 540,000 people in Pacific, Grays Harbor, Mason, Lewis, and Thurston counties.

In 2022, TRL welcomed 53,408 new patrons, and patrons checked out 4,284,294 items in print and digital.

Library programs, services, and events are provided in person, online, in libraries and in the community in schools, retirement centers, community centers, partner locations, and at community events. TRL collaborates with individuals, families, non-profits, other government agencies, and schools. TRL's 2022 budget was \$26,140,088 in operating funds.

TRL's most recent Strategic Direction, 2020-2024 focuses on increasing the library's presence in under-served communities; equity, diversity and inclusion, and children birth to five. TRL's mission is to welcome everyone to a vibrant world of possibilities; connecting people, places, and ideas; and evolving to meet the needs of our communities. [2020, 2021, and 2022 Annual Reports](#) provide highlights of the current Strategic Direction.

Like other regions in Washington State and the nation, especially since the COVID-19 pandemic, the communities TRL serves face many challenges including affordable housing, homelessness, and mental health and opioid addiction. TRL is responding to these challenges through programming, innovative technologies in the collection, staff trainings, mobile services, partnerships, and sustained efforts to engage with all communities in the region.

As a taxing district, TRL is restricted to a one percent (1%) increase in property tax levy plus any new construction.

2. Performance Schedule

The selected firm will complete all work and deliverables of this project by the end of fall of 2024. This will include:

- A. Initial project planning and coordination with the Strategic Planning Committee, January 2024.
- B. Deep engagement with staff, library patrons and non-users, and community stakeholders to secure input and insights into development of strategic plan – February thru July of 2024.
- C. Development of Draft Report – August 2024.
- D. Review of draft report with key stakeholders – September/October 2024.
- E. Presentation of final deliverables to TRL– November 2024.

3. Solicitation Objectives

TRL expects to achieve the following outcomes through this consultant solicitation:

- A. Development of a Strategic Planning process, which includes significant stakeholder input, including but not limited to the Board of Trustees and relevant Library Friends groups.
- B. Deep engagement with internal and external stakeholders to include library staff and communities.
- C. Creation of a Strategic Direction for TRL that identifies paths to, and includes, outcomes and impacts from 2025-2029.

4. Minimum Qualifications

Minimum qualifications are required for a Consultant to be eligible to submit a proposal response. Your submittal response must show compliance to these minimum qualifications. Those that are not responsive to these qualifications shall be rejected by TRL without further consideration:

- A. Consultant must have successfully performed at least one contract with a public agency of comparable size to the TRL, with services similar to those expected by the TRL for this contract.
- B. Consultant must have experience working with strategic planning projects with considerable experience in staff, stakeholder, and community engagement.
- C. Consultant must have demonstrated experience integrating Equity, Diversity, and Inclusion (EDI) into their work and engagement and facilitation approach. The Consultant must also have a deep understanding of the planning and effort necessary to produce a process and a product that is grounded in EDI.

5. Scope of Work

Based upon the RFP responses received, TRL may elect to modify the scope of work to best meet the RFP objectives within existing resources. For evaluation, proposals shall provide a lump sum cost for the performance of each phase.

The following are inclusive but not necessarily exhaustive lists of requirements and deliverables. proposals should address each element enumerated below while also articulating how they will achieve the solicitation objectives in section three.

- A. Initial Project Planning
 - 1) Develop a detailed project plan for each phase of the project.
 - 2) Present overview PowerPoint describing consultant timeline, approach, and work plan to TRL's Strategic Planning Committee, Board of Trustees, leadership, staff, stakeholders, and patrons.
- B. Project Coordination and Engagement (across all phases)
 - 1) Lead an in-person kickoff meeting with TRL's Strategic Planning Committee.

- 2) Collect, analyze, and report community demographic information.
- 3) Coordinate with TRL's Strategic Planning Committee for to ensure the process is comprehensive, inclusive, and relevant.
- 4) Design and implement engagement plan (including components for patrons and non-users who speak Spanish in the five counties, and for patrons and non-users who speak Korean and Vietnamese in Thurston County) including focus groups, surveys, and other information gathering techniques with Library leadership, staff, patrons, non-users, and other stakeholders to determine the direction of TRL.
- 5) Coordinate with TRL on engagement with prioritized communities.
- 6) Coordinate with TRL's Creative Services Team throughout the project.
- 7) Organize, plan, and lead all project meetings and review deliverables with the Strategic Planning Committee. The Strategic Planning Committee will be led by the Executive Director and will meet a minimum of ten (10) times throughout the course of the project. Some of those meetings may be virtual, but a minimum of three (3) project meetings will be in person.
- 8) Create a Strategic Direction that will have measurable, annual goals.
- 9) Clear and compelling integration of EDI as a foundational element of the Strategic Direction.
- 10) Develop a draft Strategic Direction that includes:
 - a. An up-to-date community profile.
 - b. Recommendations on revisions to mission and vision based on engagement process.
 - c. Clear, ambitious, attainable goals to advance TRL's mission; and a roadmap of preconditions and programmatic enhancements to drive stated outcomes for 2025-2029.
 - d. An assessment of TRL's environments, including evaluation of strengths and weaknesses, quality of services, management, and budget/resources, etc.
 - e. Specific skills-based competencies and the identification of desired impact for program stakeholders.
 - f. A process for regular review, evaluation, and adjustment to the plan resulting from changes in the economic, demographic, budgetary, or political climate.
 - g. Recommendations for baseline data needs for measurement and evaluation.
 - h. Provide an assessment of organizational readiness that discusses current capacity for implementing the Strategic Direction as described and make recommendations for changes that would better position TRL to accomplish stated goals.
- 11) Review draft with the Strategic Planning Committee and Board of Trustees.

C. Final Report:

- 1) Create a final Strategic Direction, in publishable format, which includes a final written report, written executive summary and a PowerPoint Presentation that summarizes the final written report.

- 2) Present a summary of the final Strategic Direction to the Board of Trustees at a monthly board meeting upon completion.

6. Contract Modifications

TRL's consultant contract is attached (See Attachments Section).

Consultants submit proposals understanding all Contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. TRL reserves the right to negotiate changes to submitted proposals and to change the TRL's otherwise mandatory Contract form during negotiations. If the Consultant is awarded a contract and refuses to sign the attached Contract form, TRL may reject the Consultant from this and future solicitations for the same work. Under no circumstances shall Consultant submit its own boilerplate of terms and conditions.

7. Procedures and Requirements

This section details TRL instructions and requirements for your submittal. TRL reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

7.1 Questions

Proposers may email questions to the Procurement Contact until the deadline stated on page 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to questions if any are issued.

7.2 Changes to the RFP

TRL may amend this RFP if, in the sole judgment of TRL, the change will not compromise TRL's objectives in this solicitation. Any change to this RFP will be made by formal written addendum issued by TRL and shall become part of this RFP.

7.3 Receiving Addenda and/or Question and Answers

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by TRL.

All submittals sent to TRL may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Procurement Contact reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

7.4 Proposal Submittal

Proposals must be received by TRL no later than the date and time on page 1 except as revised by Addenda.

The submitter has full responsibility to ensure the response arrives at TRL within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by TRL given specific fact-based circumstances.

7.5 Electronic Submittal ONLY

TRL allows and will accept an electronic submittal in lieu of an official paper submittal.

- 1) The electronic submittal is e-mailed to the Procurement Contact (see page 1), by the submittal deadline (Procurement Schedule, Table 1, Page 1 or as otherwise amended).
- 2) Title the e-mail so it will not be lost in an e-mail stream.
- 3) Any risks associated with an electronic submittal are borne by the Proposer.
- 4) If you are sending a large file, please reach out to us for best method of submittal.
- 5) If the Proposer also submits a hard copy, the hard copy has precedence.

7.6 Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to respond in a manner that does not require interpretation or clarification by TRL. The Proposer is to provide all requested materials, forms, and information. The Proposer is to ensure the materials submitted properly and accurately reflect the Proposer's offering. During scoring and evaluation (prior to interviews if any), TRL will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP deadline; this does not limit TRL's right to consider additional information (such as references that are not provided by the Proposer but are known to TRL, or past Library experience with the consultant), or to seek clarifications as needed.

7.7 Prohibited Contacts

Proposers shall not interfere in any way to discourage other potential and/or prospective proposers from proposing or considering a proposal process. Prohibited contacts includes but is not limited to any contact, whether direct or indirect (i.e., in writing, by phone, email or other, and by the Proposer or another person acting on behalf of the Proposer) to a likely firm or individual that may discourage or limit competition. If such activity is evidenced to the satisfaction and in sole discretion of the Procurement Contact, the Proposer that initiates such contacts may be rejected from the process.

7.8 License and Business Tax Requirements

The Consultant must meet all applicable licensing requirements immediately after contract award or TRL may reject the Consultant. Companies must license, report, and pay revenue taxes for the Washington State business License (UBI#) if required by law. Carefully consider those costs before submitting an offer, as TRL will not separately pay or reimburse such costs.

7.9 State Business Licensing

Before the contract is signed, the Consultant must have a State of Washington business license (a "Unified Business Identifier" known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to TRL. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to TRL.

Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

7.10 No Guaranteed Utilization

TRL does not guarantee utilization of any contract(s) awarded through this RFP process. TRL reserves the right to issue multiple or partial awards, and/or to order work based on TRL needs. TRL may turn to other appropriate contract sources or supplemental contracts to obtain these same or similar services. TRL may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of TRL to terminate existing contracts for convenience or cause.

7.11 Expansion Clause

The contract limits expansion of scope and new work not expressly provided for within the RFP.

Expansion for New Work (work not specified within the original “Scope of Work” Section of this RFP) must comply with the following: (a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by TRL or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e., future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not change the identity or purpose of the Agreement.

TRL may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in TRL opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation and time extensions. Expansion must be mutually agreed and issued by TRL through written Addenda. New Work performed before an authorizing Addendum may not be eligible for payment.

TRL reserves the right to independently solicit and award any New Work to another firm when deemed appropriate or required by TRL policy.

7.12 Effective Dates of Offer

Solicitation responses are valid until TRL completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

7.13 Cost of Preparing Proposals

TRL is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

7.14 Readability

TRL’s ability to evaluate proposals is influenced by the organization, detail, comprehensive material, and readable format of the response.

7.15 Changes or Corrections to Proposal Submittal

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

7.16 Errors in Proposals

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer's obligations to TRL.

7.17 Withdrawal of Proposal

A proposal may be withdrawn by written request of the Proposer.

7.18 Rejection of Proposals

TRL may reject any or all proposals with no penalty. TRL may waive immaterial defects and minor irregularities in any submitted proposal.

7.19 Incorporation of RFP and Proposal in Contract

This RFP and the selected Proposer's response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by TRL, are binding, and incorporated by reference in the TRL's contract with the Proposer.

7.20 Independent Contractor

The Consultant works as an independent contractor. TRL will provide appropriate contract management, but that does not constitute a supervisory relationship to the Consultant. Consultant workers are prohibited from supervising Library employees or from direct supervision by a Library employee.

Contract workers shall not be given TRL office space unless expressly provided for below, and in no case shall such space be provided for over twelve (12) months without specific authorization from TRL.

TRL will not provide space in TRL offices for performance of this work. Consultants will perform most work from their own office space or the field.

7.21 Insurance Requirements

Insurance certification is not required. However, the Consultant agrees that it will maintain premises operations and vehicle liability insurance in force with coverages and limits of liability typically maintained by consultants performing work of a scope and nature similar to that called for under this Agreement, but in no event less than the coverages and/or limits required by Washington state law. Such insurance shall include "Timberland Regional Library" as an additional insured for primary and non-contributory limits of liability. Workers compensation insurance shall also be maintained if required by Washington state law.

7.22 Proprietary Materials

The State of Washington's Public Records Act (Release/Disclosure of Public Records): Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by TRL are considered public records. These records include but are not limited

to bid or proposal submittals, agreement documents, contract work product, or other bid material.

The State of Washington's Public Records Act requires that public records must be promptly disclosed by TRL upon request unless that RCW or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in *CW 42.56* and *RCW 19.108*.

Bidders/proposers must be familiar with the Washington State Public Records Act and the limits of record disclosure exemptions. For more information, visit the Washington State Legislature's website at <http://app.leg.wa.gov/rcw/default.aspx?cite=42.56>.

If you have any questions about disclosure of the records you submit with your bid, contact the Procurement Contact named in this document.

Marking Your Records Exempt from Disclosure (Protected, Confidential, or Proprietary)

As mentioned above, TRL is required to promptly make public records available upon request. However, under Washington State Law some records or portions of records are considered legally exempt from disclosure and can be withheld. A list and description of records identified as exempt by the Public Records Act can be found in *RCW 42.56* and *RCW 19.108*.

If you believe any of the records you are submitting to TRL as part of your bid/proposal or contract work products, are exempt from disclosure you can request that they not be released before you receive notification. To do so you must very clearly and specifically identify each record and the exemption(s) that may apply. (If you are awarded a contract, the same exemption designation will carry forward to the contract records.)

TRL will not withhold materials from disclosure simply because you mark them with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria you cite. Only the specific records or portions of records properly identified will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

If TRL receives a public disclosure request for any records you have properly and specifically identified as exempt, TRL will notify you in writing of the request and will postpone disclosure. While it is not a legal obligation, TRL, as a courtesy, will allow you up to ten (10) business days to file a court injunction to prevent TRL from releasing the records (reference *RCW 42.56.540*). If you fail to obtain a Court order within the ten (10) days, TRL may release the documents.

TRL will not assert an exemption from disclosure on your behalf. If you believe a record(s) is exempt from disclosure you are obligated to clearly identify it as such in your proposal. Should a public record request be submitted to TRL for that record(s), you can then seek an injunction under *RCW 42.56* to prevent release. By submitting a bid document, the bidder acknowledges

this obligation; the Proposer also acknowledges that TRL will have no obligation or liability to the proposer if the records are disclosed.

Requesting Disclosure of Public Records

TRL asks bidders and their companies to refrain from requesting public disclosure of bids until an intention to award is announced. This measure is intended to protect the integrity of the solicitation process particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, TRL will continue to be responsive to all requests for disclosure of public records as required by State Law. If you do wish to make a request for records, visit trl.org.

7.23 Ethics Code

No Gifts and Gratuities

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, favors, gifts, tickets, trips, bonuses, donations, special discounts, work, or meals) to any TRL employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example of this is giving sporting event tickets to a TRL employee who is also on the evaluation team of a solicitation to which you submitted or intend to submit. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The prohibition works both ways, as it also prohibits TRL employees from soliciting items from Consultants.

No Conflict of Interest

Consultants (including their officers, directors, trustees, partners, or employees) shall not have a business interest or a close family or domestic relationship with any TRL official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. TRL shall make the sole determination as to compliance.

7.24 Background Checks

Background checks will not be required for workers that will be performing the work under this contract.

8. Response Materials and Submittal

Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in the order requested, may cause TRL to reject your response.

- 1. Letter of interest (required).**
- 2. Proof of Legal Business Name (if applicable):**

Provide a certificate or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; TRL requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your

company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State's Office for each state. For the State of Washington, see <https://www.sos.wa.gov/corporations-charities>.

3. Mandatory – Minimum Qualifications

Provide a single page that lists each Minimum Qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The evaluation committee is not obligated to check references or search other materials to make this decision.

4. Mandatory - Proposal Response

This document details the submittal requirements for your proposal response.

Tab A – Background and three (3) references (including contact information) for which the consultant has provided strategic planning services.

Tab B – Demonstration of Experience including development of strategic plans with outcomes.

Tab C – Project Plan: Detailed project plan which outlines the steps to accomplish each deliverable for the scope of work and outlines how your firm will help achieve TRL's goals, including details on stakeholder engagement, timeline, and estimated time to be spent on the project. This should also include a detailed project staffing plan and identify the project manager for day-to-day lead on the project.

Tab D – Additional capabilities.

Tab E – Cost Proposal.

Tab F – A list of key personnel who would be involved in the process and their expertise/experience. If you plan to contract with a third-party vendor to conduct the community research component, please identify what firm you plan to use.

5. Mandatory – Cost and Pricing

State a firm fixed price, to include all direct, indirect, and overhead expenses, including travel and lodging expenses, incurred by the Consultant to perform the Work.

Submittal Checklist.

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

1. Mandatory – Letter of Interest. Consultant may include a Letter of Interest no longer than a single 8.5" x 11" page. However, since this is optional, TRL does not guarantee it will be read and it will not be counted in the page limits, evaluation or scoring.
2. Proof of Legal Business Name (if applicable).
3. Mandatory – Minimum Qualifications Sheet.
4. Mandatory – Proposal Response (see Proposal Response Section, above).
5. Mandatory – Cost and Pricing.

9. Selection Process

9.1 Initial Screening

TRL will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory fiscal responsibility, and other elements are screened in this Step. A significant failure to perform on past TRL projects may also be considered in determining the responsibility of a firm.

9.2 Proposal Evaluation

TRL will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

Proposal Evaluation Criteria

Experience & Qualifications	25
Proposed Delivery of Services	30
Cost Proposal	20
EDI Experience	25
Subtotal	100

Interview Evaluation (See 8.3 for more details)

Interviews	20
References	5

9.3 Interviews

TRL will interview top ranked firms from the proposal evaluation. Rankings of firms shall be determined by TRL, using the ranking criteria above. Consultants invited to interview are to bring the assigned key person(s) named by the Consultant in the Proposal and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the Procurement Contact. Interviews will be worth twenty (20) additional points.

9.4 References

TRL may contact one or more references. TRL may use references named or not named by the Proposer. TRL may also consider the results of performance evaluations issued by the TRL on past projects.

9.5 Selection

TRL shall select the highest ranked Proposer(s) for award, including written proposal and the interview (if applicable). TRL reserves the right to make a final selection based on the combined results and/or the overall consensus of the Consultant Evaluation Committee.

9.6 Contract Negotiations

TRL may negotiate elements of the proposal as required to best meet the needs of TRL, with the apparent successful Proposer. TRL may negotiate any aspect of the proposal or the solicitation. TRL does not intend to negotiate the base contract, which has been attached (See Attachments).

9.7 Right to Award to next ranked Consultant

If a contract is executed resulting from this solicitation and is terminated within ninety (90) days, TRL may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant. New awards thereafter are also extended this right.

9.8 Repeat of Evaluation

If no Consultant is selected at the conclusion of all the steps, TRL may return to any step in the process to repeat the evaluation with those proposals active at that step. TRL shall then sequentially step through all remaining steps as if conducting a new evaluation process. TRL reserves the right to terminate the process if no proposals meet its requirements.

10. Award and Contract Execution

The Procurement Contact will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

10.1 Protests

Interested parties that wish to protest any aspect of this RFP selection process shall provide written notice to the Procurement Contact.

10.2 Limited Debriefs

TRL issues results and award decisions to all bidders. TRL provides debriefing on a limited basis for the purpose of allowing bidders to understand how they may improve in future bidding opportunities.

10.3 Instructions to the Apparently Successful Consultant(s)

The successful Consultant(s) will receive an Intent to Award Letter from the Procurement Contact after award decisions are made by TRL. The Letter will include instructions for final submittals due prior to execution of the contract.

Once TRL has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes payment of associated taxes due and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, TRL may cancel the award and proceed to the next ranked Consultant or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

10.4 Checklist of Requirements Prior to Award

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents, when possible, to eliminate risks of late compliance.

- State of Washington Business License.
- Special Licenses (if any).

10.5 Taxpayer Identification Number and W-9

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to TRL, the Consultant must execute and submit this form prior to the contract execution date <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.



CONSULTANT AGREEMENT

Strategic Planning Project

THIS AGREEMENT is made and entered into by and between Timberland Regional Library (the “Library”), a Washington municipal corporation, as represented by the Executive Director; and _____ (the “Consultant”), a _____ of the State of _____, [which is authorized to do business in the State of Washington].

Recitals:

The purpose of this contract is to develop a Strategic Planning process which includes significant stakeholder input, including but not limited to the Board of Trustees, Library staff, the Friends of the libraries, and prioritized communities: veterans, people with disabilities, the elderly and low-income communities of color, and the LGBTQ community. Creating a strategic plan that identifies paths to outcomes and impacts.

The Consultant was selected through a Request for Proposal (“RFP”) process. In consideration of the terms, conditions, covenants, and performance of the Scope of Work contained herein, the Library and the Consultant mutually agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement begins when fully executed by all parties and ends when work is completed and accepted by the Library, unless amended by written agreement or terminated earlier under the termination provisions.

2. TIME OF BEGINNING AND COMPLETION

The Consultant shall begin the work outlined in the “Scope of Work” (the “Work”) upon receipt of written notice to proceed from the Library. The Library will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the Library, in writing, for the Library’s convenience or conditions beyond the Consultant’s control.

3. SCOPE OF WORK

The Scope of Work and the Consultant’s Bid Response for this Agreement and the time schedule for completion of such Work set forth in Exhibit A and Exhibit B, respectively, which are attached to and made a part of this Agreement.

The Work is subject to Library review and approval. The Consultant shall confer with the Library periodically, and prepare and present information and materials (e.g., detailed outline of completed Work) requested by the Library to determine the adequacy of the Work or Consultant’s progress.

4. EXPANSION FOR NEW WORK

This Agreement scope may be expanded for New Work, which is work not specified within the original Scope of Work, and/or not specified in the original RFP as intended work for the Agreement. Any expansion for New Work must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either to the Library or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The Library may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in Library opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, and similar changes. New Work must be mutually agreed and issued by the Library through written amendment. New Work performed before an authorizing amendment may not be eligible for payment.

5. PAYMENT

The Library agrees to compensate the Consultant **dollar amount (\$amount)** and provides for progression billing as project deliverables are completed.

6. PAYMENT PROCEDURES

The Consultant may submit invoices to the Library as frequently as once per month upon receipt of specific deliverables, for partial payment for work completed to date. Payment shall be made by the Library, to the Consultant upon the Library's receipt of a properly prepared invoice containing the information listed below.

Deliver all invoices and invoice/billing notices under this Agreement to:

Timberland Regional Library
Attn: Paige Preston
415 Tumwater Blvd SW
Tumwater, WA 98501
Email: ppreston@trl.org

7. PROMPT PAY

Definitions

- A. An invoice is considered received when it is date-stamped as received by the office of the recipient who is designated within this contract. If the invoice is not date-stamped or otherwise marked as received by a department, the date of the invoice will be considered the date the

invoice is received.

- B. A payment is considered made on the day it is mailed or is available.
- C. Disputed items include, but are not restricted to, improperly prepared invoices, lack of appropriate supporting documentation, unapproved staff or staff rates on the invoice, and unsatisfactory work product or services.

Prompt Payment to Consultant

- A. Timely Payment: Except as provided otherwise herein, payment for an invoice will be issued and mailed to the Consultant within thirty (30) calendar days of receipt of the invoice.
- B. Disputed Items: The Library may withhold payment for disputed items. The Library will promptly notify the Consultant in writing, outlining the disputed items, the amount withheld and actions the Consultant must take to resolve the disputed items. The Library default is to delay payment until a revised invoice is submitted and approved. However, the Consultant may request partial payment for the approved amounts, if the unapproved amount represents a small share of the total invoice. The Library shall pay the revised invoice within thirty (30) calendar days of receipt.

8. TAXES, FEES, AND LICENSES

- A. The Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. It is the Consultant's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by any applicable statute, ordinance or regulation, the Consultant shall pay and maintain in current status all taxes necessary for performance. The Consultant shall not charge the Library for federal excise taxes. The Library will furnish Consultant an exemption certificate where appropriate.

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS

If to the Library:

Timberland Regional Library
Attn: Rose Enos-Weedmark
415 Tumwater Blvd SW
Tumwater, WA 98501
E-mail: renosweedmark@trl.org

10. SOCIAL EQUITY REQUIREMENTS

- A. **Non-discrimination:** The Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated equally during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, honorably discharged veteran or military status or the presence of any sensory, mental, or physical handicap. Such efforts include, but are not limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training.

- B. **Personnel Conduct:** The Consultant will ensure that its respective employees, agents, and subcontractors conduct themselves in a courteous and expeditious manner. The use of abusive, indecent, offensive, coarse, or insulting language, or any form of harassment is prohibited and will not be tolerated. The Consultant's employees, agents, and subcontractors will be competent and hold appropriate licenses and endorsements. The Library may require the removal of any employee or subcontractor of Consultant for misconduct or incompetent or negligent performance. Such persons will not be allowed to perform services under this Agreement without the written consent of the Library.

11. PROTECTION OF PROPERTY

The Consultant is responsible for protecting its person and property at all times, including but not limited to supplies and equipment to perform services hereunder. The Consultant releases and agrees to hold the Library harmless from liability for losses or damages or any kind sustained by Consultant in performing the services required hereunder.

12. INDEMNIFICATION

The Consultant shall defend, indemnify, and hold the Library harmless from and against all claims, demands, losses, damages, or costs, including but not limited to damages arising out of bodily injury or death to persons and damage to property, caused by or resulting from:

- a. The sole negligence or willful misconduct of the Consultant, its officers, employees, agents or subconsultants.
- b. The concurrent negligence of the Consultant, its officers, employees, agents or subconsultants but only to the extent of the negligence of the Consultant, its

