



CITY OF JANESVILLE

Wisconsin's Park Place

Request for Proposals

**EXECUTIVE RECRUITMENT
CONSULTING SERVICES**

LIBRARY DIRECTOR

Hedberg Public Library

Janesville, Wisconsin

Issued by the

City of Janesville
Human Resources Office
18 N. Jackson Street
P.O. Box 5005
Janesville, WI 53547-5005
(608) 755-3080

August 17, 2023

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1.0 INTRODUCTION

1.1 **NOTICE** is hereby given that the Board of Trustees (the “Board”) of the Hedberg Public Library is accepting Requests for Proposals (RFP) from qualified executive search firms or consultants (herein after referred to as a “Firm”) to perform executive recruitment services for hiring an experienced, skilled administrator to be the next Library Director for the Hedberg Public Library in Janesville, Wisconsin. After more than 15 years, the current Library Director recently resigned to pursue a new opportunity. As a result of this resignation, the Hedberg Public Library seeks to retain the services of a professional executive search firm or consultant to assist with the recruitment process for this position.

The Board is seeking proposals from experienced executive search firms or consultants to assist in all aspects of the recruitment process for its next Library Director. Preferred executive search firms or consultants will demonstrate familiarity with qualifications required of library executives, and will propose a plan for scheduling and conducting a national search. The selected firm will work closely with the Board to assess the Board’s goals and objectives for the recruitment process.

This RFP process is intended to identify potential consultants with which the Board may, in its sole discretion, choose to enter into an agreement for the proposed recruitment service. It is expressly understood and agreed that the submission of a proposal does not require or obligate the Board to pursue an agreement with any proposer. All negotiations are subject to the consideration and discretionary approval of the Board, which may, in its sole discretion, accept or reject any and/or all proposals and agreements.

Those intending to respond to this Request for Proposal are asked not to contact other Hedberg Public Library employees or Board members during the proposal process and evaluation phase.

The Hedberg Public Library reserves the right to reject, without cause, any and all proposals, waive any informality relative to proposals, and accept any proposal from any person deemed advantageous to the Library.

1.2 CONTACT INFORMATION

Written questions for clarification concerning this RFP must be directed to:

Human Resources Director Tara Semenchuk
City of Janesville Human Resources Office
18 N. Jackson Street
P.O. Box 5005
Janesville, Wisconsin 53547-5005
Email: semenchukt@ci.janesville.wi.us

Proposal documents are available by accessing the Library's website at hedbergpubliclibrary.org and the City of Janesville's website at www.janesvillewi.gov.

1.3 BACKGROUND

Established in 1865, the Hedberg Public Library has a long history of innovation and is a service of the City of Janesville. The Library is a member of Prairie Lakes Library System, which serves Racine, Rock, and Walworth counties in southeast Wisconsin. The Library strives to create an informed, connected, engaged community through library services.

As established under Chapter 43 of the Wisconsin state statutes, the Board of Trustees exercises the powers and authority and assumes the responsibilities delegated to it under state statute. The governing body of the library is composed of nine (9) members, including the Superintendent of Schools or their designee. The eight remaining members represent the city at-large and are appointed by the City Manager, subject to approval by the Janesville Common Council. The City Manager serves as an ex-officio non-voting member of the Board.

The Library Director is considered the executive officer of the Board and has sole charge of the administration of the Library under the direction and review of the Board. The Library Director is responsible for the care of the buildings and equipment, employment and direction of the staff, efficiency of the Library's services to the public, and operation of the Library under the financial conditions set forth in the annual budget. The Library Director is required to attend all Board meetings, but has no voting rights.

Vision Statement: To create an informed, connected and engaged community through library services.

Mission Statement: Hedberg Public Library builds community by providing inviting spaces to discover, share, create, and connect.

Organizational Values:

- Inclusion: We welcome and serve all.
- Respect: We treat each other, our space, and our community with kindness and respect.
- Access: We provide information, programs, services, technology, and a diverse collection for all.
- Innovation: We encourage open and creative thinking to meet changing community needs.
- Service: We strive to deliver exceptional experiences.
- Excellence: We hold ourselves to the highest possible standards in everything we do.

The organization chart for the Library can be found in **Appendix A**.

The Hedberg Public Library is a hub of activity in the community. With 70 budgeted full-time and part-time (excluding seasonal) employees and an adopted 2023 budget of just over 4 million, the next Library Director will be expected to lead the Library in a collaborative, supporting, team-oriented manner.

The Library strives to create an informed, connected, engaged community through library services. These services are divided among nine divisions, including Administration, Building Operations, Programming/Community Engagement, Computer Systems, Youth Services, Public Services, Technical Services. In addition, Janesville's Public Access TV station (JATV) and Janesville's Mobilizing for Change (JM4C) are also divisions of Hedberg Public Library. They provide unique and important services to the community.

2.0 SCOPE OF SERVICES

2.1 SCOPE

The Library is seeking to work with a qualified, professional executive search firm or consultant with familiarity and experience recruiting local Library executives. The scope of work outlined below should not be viewed as rigid and the search firm or consultant is encouraged to offer alternative or additional efforts for this project where they believe is appropriate

- ✓ The successful search firm or consultant will designate a recruitment specialist to work with the Board to develop a candidate profile with the Library's desired qualifications and experience necessary for the position of Library Director of the Hedberg Public Library. The Board has designated a Hiring Committee to serve in an advisory capacity and report back to the Board.
- ✓ The recruitment specialist will be required to make at least one visit to Library to develop the candidate profile. During the visit to the Library, the recruitment specialist will:
 - Hold individual meetings with members of the Hiring Committee.
 - Obtain input from the Leadership Team and other key library staff members, as appropriate.
 - Based on the agreed-upon candidate profile, the recruitment specialist shall recommend to the Hiring Committee a salary range for the position, an advertising plan to attract a diverse pool of qualified candidates, and a mutually agreeable timeline for the recruitment.
- ✓ The recruitment specialist will then undertake the necessary actions to advertise for and recruit a diverse pool of candidates who qualify based on the candidate profile, which includes conducting screening interviews with candidates and holding at least one meeting with the Hiring Committee to review a list of qualified candidates.

- ✓ The recruitment specialist will conduct a preliminary screening of applicants to help the Hiring Committee narrow the pool to five to ten (5-10) candidates that it believes are most qualified to serve as the next Library Director of the Hedberg Public Library based on the candidate profile and the recruitment specialist's understanding of the Board's desires.
- ✓ The recruitment specialist will provide a preliminary report to the Hiring Committee on the background, experience, strengths, and accomplishments of the candidates.
- ✓ With involvement from the Hiring Committee, the recruitment specialist will facilitate the interview process, including assisting with some suggested interview questions. These interviews include:
 - First-round interviews with candidates.
 - Feedback session with select members of the community and each candidate.
 - Second-round interviews with the Board and each finalist.
- ✓ Other activities required of the selected firm or consultant include
 - Facilitate a community engagement reception with the recommended finalists.
 - Coordinate any applicable assessments.
 - The recruitment specialist shall be available to guide the Board through the process and offer any judgment it has with regard to the candidates and the selection process.
 - Conduct detailed background and professional reference checks on recommended finalists.
 - Coordinate all correspondence, travel arrangements, and recordkeeping.
 - Act as liaison to the candidates regarding scheduling, informing the candidates of their status in the process, and general information about the position.

2.2 ESTIMATED TIMELINE

Listed below are estimated dates and times of actions related to this Request for Proposals (RFP). If the Library finds it necessary to change any of the specific dates and times, it will do so by issuing amendments to this RFP. Failure by the Library to issue amendments to this schedule will not invalidate this selection process.

ESTIMATED DATE	EVENT
August 17, 2023	Issue RFP
September 8, 2023	Proposals due on or before 4:30 p.m. (CDT)
September 25, 2023	Agreement start date (estimated)

2.3 AGREEMENT TERMS

The successful consultant will be required to sign a standard Consultant Services Agreement that will incorporate this RFP and the successful consultant's final negotiated response proposal. A sample standard agreement is found in **Appendix B**.

2.4 ANTICIPATED DELIVERABLES

- The Board expects the successful search firm or consultant to develop a comprehensive recruitment profile based upon information obtained in individual meetings with the Board and other stakeholders as directed.
- The Board expects the successful search firm or consultant to review the current compensation and recommend changes, if necessary, based on market and competitive conditions.
- The Board expects the successful search firm or consultant to develop a marketing strategy that utilizes professional contacts throughout the nation and supplements the candidate identification process through selected advertising, use of the internet, professional associations, and direct solicitation of known desirable candidates.
- The Board expects the successful search firm or consultant to implement a screening process that narrows the field of candidates to those that most closely match the needs of the Library, including discussing the results of preliminary reference checks on top candidates. The extent of screening to be conducted by the respondent will be determined by the Board.
- The Board expects the successful search firm or consultant to conduct personal interviews with the top candidates that meet the stated criteria if requested.
- The Board expects the successful search firm or consultant to conduct criminal, driver's, credit, and all related background checks.
- The Board expects the successful search firm or consultant to deliver a product in the form of a search report that recommends the top group of candidates and provides the Library with detailed information about their backgrounds and experience from interviews and other sources.
- The Board expects the successful search firm or consultant to assist during the final interview and the selection process, including developing suggested interview questions.
- The Board expects the successful search firm or consultant to assist in negotiating a total compensation package with the desired candidate.

- The Board expects the successful search firm or consultant to assist in establishing a process for the recruitment, including a timeline for various actions during the recruitment process.

3.0 PROPOSAL REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

Before submitting a proposal, each executive search firm or consultant shall familiarize itself with the entire RFP, including the Scope of Work, Services Agreement, and all laws, regulations, and other factors affecting the search firm's or consultant's performance. The search firm or consultant is responsible for fully understanding the requirements of a subsequent Services Agreement and shall otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of agreement requirements. The submission of a proposal will constitute a representation of compliance by the consultant. There will be no subsequent financial adjustment for lack of such familiarization.

The evaluation and selection of an executive search firm or consultant will be based on the information submitted in the proposal, plus references, any required interviews/presentations, and other pertinent factors, as may arise or be determined. Executive search firms or consultants should respond clearly and completely to all requirements. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a submittal.

3.2 PROPOSAL ORGANIZATION AND FORMAT

Consultants responding to this RFP must include the following information:

- a) Title Page: Indicate the proposal subject, name of firm, local address, telephone number, name of contact person, and date of submittal.
- b) Statement of Understanding: Briefly state your understanding of the work to be performed. Include, but do not limit your statement to the specific items requested in the Scope of Work.
- c) Recruitment Strategy: Describe your proposed strategy to complete the recruitment, including a general statement of the philosophy of the firm and how the firm will tailor the process for the Library's search. Indicate any additional information for consideration of your firm's qualifications for conducting this recruitment.
- d) Successful Placements: Provide a list of the respondent's Library Director successful placements in the past thirty-six (36) months, including the size of the community.
- e) References: Provide contact names, telephone numbers, and email addresses of these clients. The Library reserves the right to contact any additional individuals or firms to obtain information about the

respondent. If the firm has done no such searches, details should be provided as to how the firm would proceed with the search.

- f) Recruitment Specialist: Indicate the names, titles, placement experience, and resume(s) of the person(s) who will be assigned to this recruitment. A response to this requirement should include all contact information such as telephone number, e-mail address, and web address.
- g) Recruitment Process: Provide a detailed description of how the recruitment is to be conducted, including how the firm will identify and solicit outstanding candidates that are not actively seeking positions.
- h) Recruitment Profile: Provide a copy of a recent Library Director position profile you or your search firm has completed that has similarities to the position with the Hedberg Public Library.
- i) Cost of Services: Provide a non-binding general indication (or range) of the cost of the services proposed with a complete description of the fee structure/breakdown.
- j) Timeframe: It is the Library's goal to have this recruitment completed within six (6) months. Provide a timeline for the recruitment from the contract execution to the selection of a new Library Director and identify if this is a realistic goal.

3.3 SUBMITTING THE PROPOSAL

Proposals in response to this RFP may be sent via email to semenchukt@ci.janesville.wi.us or, if by hard copy, the submittal must include **One Original** (identify) **PLUS 10 copies** of all materials required for acceptance of the proposal on or before 4:30 o'clock p.m. CDT on **Friday, September 8, 2023**, to:

Human Resources Director Tara Semenchuk
City of Janesville
Human Resources Office
18 N. Jackson St.
P.O. Box 5005
Janesville, Wisconsin 53547-5005

The executive search firm or consultant can hand deliver or email their proposal package on or before the date and time listed above. Hand-delivered submittals must be time-stamped by the City of Janesville's Human Resources Office by the stated time. Submittals received after Friday, September 8, 2023, at 4:30 o'clock p.m. CDT will not be accepted. All responses must be packaged, sealed, and show the following information on the outside of the package if filed by hard copy. If filed by email, put this information on the cover sheet:

- Proposer’s Name and Address
- “Executive Search Firm for Library Director Recruitment – Request for RFP”
- Proposal Due Date

3.4 INCURRING COSTS

The Library is not liable for any cost, fee, or expense incurred by any of the proposers in replying to this RFP, whether selected or not. Each proposing executive search firm or consultant shall protect, defend, indemnify, and hold harmless the Library from any and all liability, claims, and expenses whatsoever incurred by, or on behalf of the entity participating in the preparation of its response to this RFP. Such non-reimbursable, pre-agreement costs, fees, and expenses include, but are not limited to, each of the following:

- a) Preparing the proposal and related information in response to this RFP.
- b) Negotiations with the Library on any matter related to this procurement.
- c) Costs associated with interviews, meetings, travel, or presentations.
- d) All other expenses incurred by the proposing search firm or consultant before the date of award and a formal notice to proceed.

3.5 WITHDRAWAL OF SUBMITTALS

Proposers may withdraw a submittal, in writing, at any time up to the due date and time. The written withdrawal notice must be timely received by the Human Resources Director. The notice must be signed by an authorized representative of the proposer.

3.6 NON-DISCRIMINATION CLAUSE

Proposers must affirm that they do not discriminate against any individual because of race, religion, sex, color, age, handicap, or national origin and that these shall not be a factor in consideration for employment, selection of training, promotion, transfer, recruitment, rates of pay, or other forms of compensation, demotion, or separation.

4.0 SELECTION AND AWARD PROCESS

4.1 REVIEW OF SUBMITTALS

The Board will review the proposal and references and may request interviews/presentations. The resulting information will be used to rate the submittals. The Board reserves the right to make a selection based on submittals without scheduling interviews.

The Library assumes no responsibility for the payment of sub-contractors that may arise out of a proposal or subsequent agreement.

4.2 SELECTION CRITERIA

The proposals will be evaluated on, but not limited to, the following criteria:

- ✓ Responsiveness of the proposal.
- ✓ Ability, capability, and skill of the respondent to perform the services.
- ✓ Responses of the respondent's references.
- ✓ Methodology for conducting the recruitment.
- ✓ Experience of the respondent and individual members of the respondent's professional staff in performing similar services for similar-sized municipalities.
- ✓ Experience with diverse candidates and placements, including female and minority candidates.
- ✓ The sufficiency of financial resources and ability of the respondent in performing the contract.
- ✓ The degrees of participation by qualified minorities within the firm and/or subcontracts with minority or women-owned business enterprises.
- ✓ The firm's or consultant's capability to meet the Scope of Work.
- ✓ The qualifications of the professional staff proposed for the recruitment.
- ✓ Cost to provide the service requested.
- ✓ Other information as may be required or secured.

The Board shall review and evaluate all responses submitted to this RFP. The Board shall conduct a preliminary evaluation process of all proposals on the basis of information provided and other evaluation criteria as set forth in this RFP or as reasonably determined by the Board.

The Board will first review each proposal for compliance with the minimum qualifications and mandatory requirements for the RFP. Failure to comply with any mandatory requirements may disqualify a proposal. The Board may request one or more respondents to interview. The recommended respondent(s) should be available to engage in a virtual conference call or attend a Board meeting, or both, to respond to questions from the Board.

The Board shall notify unsuccessful respondents in writing.

4.3 REQUEST FOR PROPOSALS CLARIFICATION REQUEST

Upon completion of any interviews/presentations by proposers, the Board will make adjustments based on the information obtained in the interview/presentation, possible reference checks, project fee, any other pertinent proposer information, and other pertinent factor(s) that may arise and/or be included by the Board.

4.4 INTERVIEW/PRESENTATIONS

During the period of selection, the Board shall have the right to request clarification from the respondents. Such requests will be sent to the email address of the primary contact person. If any respondent fails to respond to such a request within five (5) business days from the date of the request, the Board shall have the right to reject the proposal.

4.5 RIGHT TO REJECT PROPOSALS AND NEGOTIATE AGREEMENT TERMS

The Board reserves the right to reject any and all proposals without cause or notice, if determined that one or another does not satisfactorily meet the needs, qualifications, product, and/or outcomes required or desired. The Board reserves the right to negotiate the terms of an agreement, including the award amount, with the selected proposer or any other person, even with someone who has not submitted a proposal, prior to entering into an agreement. Selection, award, terms, conditions, and amount are each within the sole discretion of the Board.

4.6 LATE PROPOSALS

The Board may deem a proposal as late if received at any time after 4:30 o'clock p.m. CDT on Friday, September 8, 2022. Proposals received after this time on this date will be marked "LATE PROPOSAL", might not be considered, and might be returned to the consultant unopened, all within the sole discretion of the Board.

4.7 PROPOSAL PROPERTY

All proposals become the property of the Board upon submission and are subject to Wisconsin's public records laws. Nothing contained in any submission will be considered proprietary or a trade secret, and; submission will act as an irrevocable acknowledgment of this by the proposer.

4.8 AMENDMENTS TO RFP

The Board reserves the right to amend the RFP by addendum or to waive minor irregularities. If necessary, the proposal submittal deadline will be extended to allow proposers additional time to respond to the RFP addendum. The Board may waive conflicts.

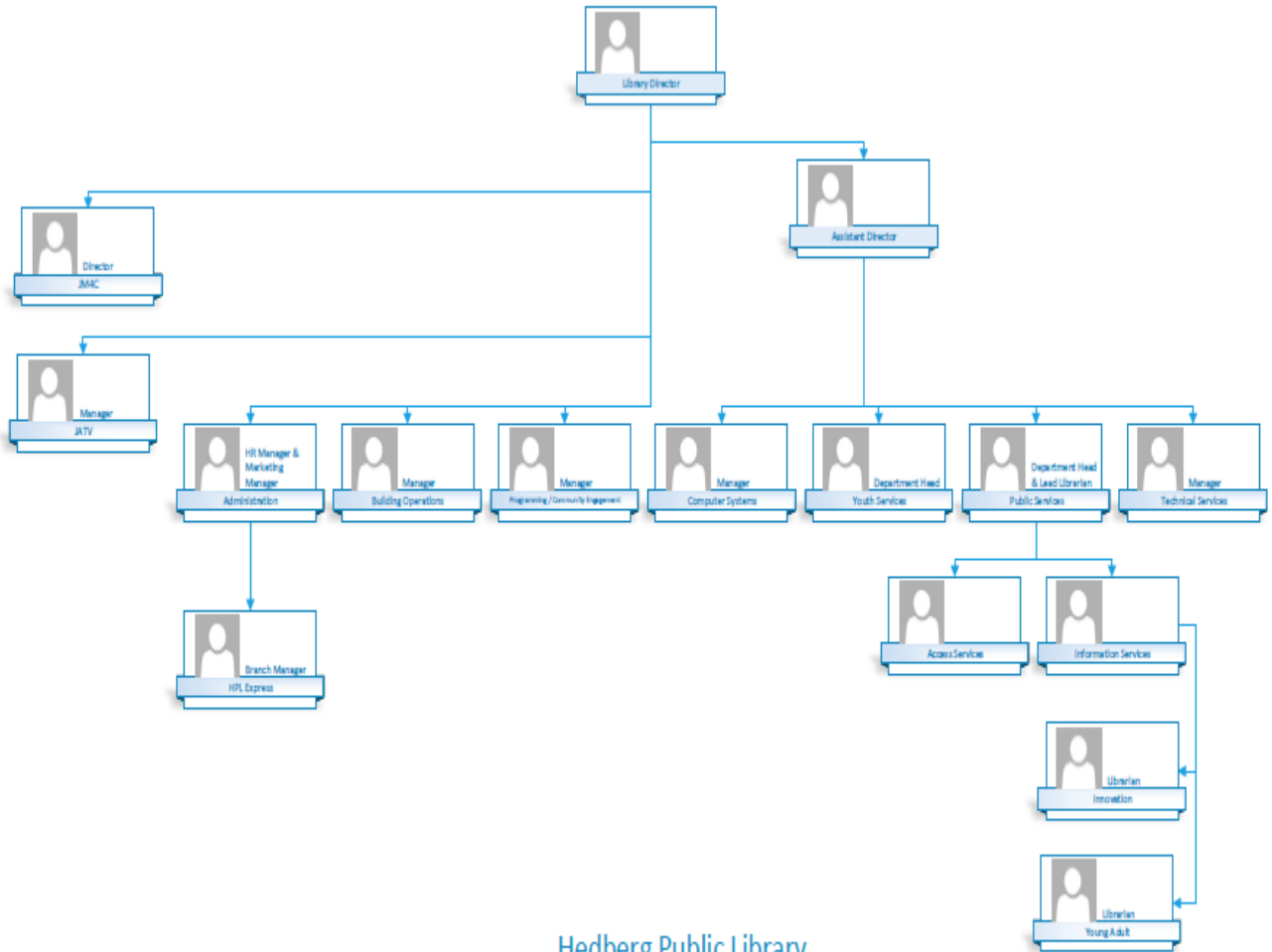
4.9 NON-COMMITMENT

This RFP does not commit the Board to award an agreement to any person; to pay any person's costs, fees, or expenses incurred in the preparation of a proposal for this request; or to procure or contract for services. The Board reserves the right to accept or reject any or all proposals received as a result of this request, or to modify or cancel in part or in its entirety the RFP, without cause and without notice, such as, but not limited to, if the Board determines it is in the best interests of the Board to do so. The Board may negotiate and enter into an agreement for these services with whomever it desires without notice or cause.

4.10 AWARD OF AGREEMENT

Included in this RFP as **Appendix B**, is the Library Consultant Services Agreement to be executed with the successful proposer.

APPENDIX A – ORGANIZATIONAL CHART



Hedberg Public Library
2023/2024

APPENDIX B - CONSULTANT SERVICES AGREEMENT

BY AND BETWEEN

HEDBERG PUBLIC LIBRARY

And

[INSERT NAME OF CONSULTANT HERE]

For the

EXECUTIVE RECRUITMENT SERVICES

For a

LIBRARY DIRECTOR

This AGREEMENT is made and executed by and between the **HEDBERG PUBLIC LIBRARY**, a Wisconsin Municipal Corporation located in the County of Rock, conducting its principal business at 18 North Jackson Street, P.O. Box 5005, Hedberg Public Library, County of Rock, State of Wisconsin, 53547-5005 (hereinafter the "LIBRARY") and,

a corporation conducting its principal business at _____ Avenue, Suite _____, Library of _____, County of _____, State of _____ (hereinafter the "CONSULTANT").

In consideration of the covenants herein contained and payments by the LIBRARY, the sufficiency of which is hereby acknowledged by the CONSULTANT, and the promises and performance promised by the CONSULTANT hereunder to the LIBRARY, the CONSULTANT and the LIBRARY hereby contract with each other to perform the services and pay the fees, respectively, hereinafter set forth, as applicable, according to the following terms and conditions:

I. UTILIZATION OF CONSULTANT'S SERVICES

The LIBRARY hereby agrees to engage the CONSULTANT to perform the technical and professional services as hereinafter set forth. CONSULTANT shall at all times perform as an independent contractor.

II. SCOPE OF SERVICES – INCORPORATION OF ATTACHMENT OR APPENDIX

The CONSULTANT, in a manner consistent with the highest generally accepted standards and practices utilized by competent human resources firms in effect at the time and in the location of Consultant's performance of services, shall perform, carry out, and provide to the LIBRARY in a professional manner all of the services required as set forth in this RFP.

III. PERSONNEL

A. The CONSULTANT represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Agreement.

B. All of the services required hereunder shall be performed by the CONSULTANT in a highly professional manner customary for the human resources profession in the same locale and as set forth in this RFP hereto. All of the CONSULTANT's personnel engaged in providing services shall be fully qualified and where applicable shall be authorized or permitted under State and Local law to perform such services. Sufficient technical supervision and administrative personnel shall be furnished at all times by the CONSULTANT to ensure proper and successful performance of this Agreement by the CONSULTANT in accordance with the foregoing highest professional standard of care.

C. None of the services covered by this Agreement shall be subcontracted by the CONSULTANT without the prior written approval of the LIBRARY. A listing of the CONSULTANT's proposed subconsultant(s) is as follows:

Subconsultant(s):

D. Subconsultant(s) shall be tied contractually solely to the CONSULTANT. The CONSULTANT shall be responsible for the scope of services and the terms and conditions set forth in this Agreement. Nothing herein shall create or be construed as creating any direct or indirect contractual or other relationship between the LIBRARY and any subconsultant.

IV. PROJECT MANAGER AND PROJECT STAFF

A. Assignment of Project Manager and Project Staff

The CONSULTANT shall assign the following individuals to manage and conduct the project described in this Agreement:

Project Manager: _____

Project Staff: _____

B. Changes in Project Manager and Project Staff

The LIBRARY has the right to approve or disapprove any proposed change from the individuals named in Section IV.A. The LIBRARY shall be provided by the CONSULTANT with a resume of any proposed substitute prior to such substitution, and shall be given the opportunity to interview that person prior to its decision to approve or disapprove. No work by the proposed substitute can occur prior to approval by the LIBRARY.

V. DATA TO BE FURNISHED

Secondary sources of information, policies, data, reports, audits, and records as are existing and available in the LIBRARY and are necessary for providing the services as outlined in this RFP hereto shall be furnished to the CONSULTANT without charge by the LIBRARY. The LIBRARY shall cooperate in every way reasonably possible in providing such data without undue delay.

VI. PERFORMANCE – TIME IS OF THE ESSENCE

This Agreement covers charges incurred by the CONSULTANT in furtherance of its duties set forth herein, beginning on the Agreement execution date. All services and required performance of the CONSULTANT shall be undertaken and completed by the CONSULTANT in such sequence as to timely fulfill the purpose of this Agreement. Time is of the essence in the CONSULTANT's performance and rendering of all services set forth in this Agreement.

VII. SCHEDULE AND PROGRESS REPORTS

The CONSULTANT and the LIBRARY shall follow the project schedule included in this RFP. The CONSULTANT shall provide monthly progress reports to the LIBRARY setting forth the status of the services according to the aforementioned project schedule, itemizing funds expended and outlining tasks to be performed in the ensuing month.

VIII. COMPENSATION

The basis for payments by the LIBRARY to the CONSULTANT for services performed under this Agreement shall be on a lump sum, not-to-exceed basis.

A. Staff Services

Direct personnel expense based on standard hourly rate categories for the project as attached in the Appendix. These amounts will be used for any amendments or changes in scope necessary during the project.

Total Compensation for services

Notwithstanding anything else in this Agreement to the contrary, the total amount of compensation that the LIBRARY must pay to the CONSULTANT for all phases of the Consultant's services rendered to the LIBRARY under this Agreement shall not exceed _____00/100 Dollars (\$_____).

B. Other Direct Costs and Expenses (not necessary in lump sum)

The CONSULTANT shall be reimbursed on an actual cost basis for reasonable direct costs and expenses incurred by the CONSULTANT in performing services under this Agreement such as, but not limited to, printing supplies, computer costs, travel, telephone, food and lodging, subcontractor services, reproduction, and agency approval fees. The CONSULTANT shall maintain proper records of all such direct costs and expenses, which records shall be open to inspection during all business hours by the LIBRARY. The total maximum amount of reimbursable expenses for which the LIBRARY shall be responsible to pay the CONSULTANT under this Agreement in no event shall exceed _____and 00/100 Dollars (\$_____).

C. Total Compensation, Costs, and Expenses

The aggregate total compensation, costs, and expenses that the LIBRARY shall be obligated to pay to the CONSULTANT for services rendered by the CONSULTANT under this Agreement shall not exceed the sum of Sections VIII.A, Staff Services and VIII.B, Other Direct Costs and Expenses. The maximum aggregate compensation and cost/expense reimbursement under this Agreement to the CONSULTANT from the LIBRARY shall not exceed _____and 00/100 Dollars (\$_____).

IX. METHOD OF PAYMENT

The LIBRARY shall pay the CONSULTANT for services rendered on a monthly basis, which periodic payments shall constitute full and complete compensation for the CONSULTANT's services under this Agreement. Such sums shall be paid in accordance with monthly billings prepared by the CONSULTANT and approved by the LIBRARY. Said billings shall be governed by, and determined, in the following manner:

- A. Hourly payroll costs, overhead, other direct costs, and subcontract costs incurred during the monthly billing period will be submitted to the LIBRARY for payment based on an estimated percentage of completed work for a lump sum contract.
- B. The LIBRARY shall cause payments to be made in accordance with such invoices, if such invoices are approved, no later than thirty (30) days after approval of the invoice. The LIBRARY must determine whether or not it approves a particular invoice within thirty (30) days after receipt of the invoice. If the invoice is modified by the CONSULTANT, the LIBRARY must determine whether or not it approves of such invoice as modified within fifteen (15) days after receipt of the modified invoice.
- C. Acceptance by the CONSULTANT of the final payment shall constitute payment in full for all services performed under the Agreement.

X. RECORDS AND AUDITS

The CONSULTANT shall maintain complete and accurate records with respect to allowable costs incurred and manpower expended under this Agreement for not less than seven (7) years from the date of final payment. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. The CONSULTANT shall provide free access to the representatives of the LIBRARY at all times to such data and records. The CONSULTANT shall allow inspection and auditing of all data and records of the CONSULTANT relating to his performance under the Agreement, the making of copies of and transcripts therefrom as necessary to allow inspection of all Agreement data, documents, proceedings, and activities related to this Agreement for a period of seven (7) years from the date of the final payment under this Agreement and all other pending matters are closed. Such inspections may occur during any and all business hours of the CONSULTANT. Such right to inspections shall not be denied for any reason and shall be immediately permitted and facilitated by the CONSULTANT upon LIBRARY request.

XI. TERMINATION OF THE AGREEMENT

The LIBRARY reserves the right to terminate this Agreement at any time and without cause by giving the CONSULTANT not less than five (5) calendar days prior written notice of such termination. Such termination shall be effective on the sixth (6th) calendar day after the date of the notice of termination. In the event of such termination, the LIBRARY shall be liable only for the services rendered to the date of termination based upon fees and costs/expenses described herein and actually rendered and/or incurred with the LIBRARY's permission by the CONSULTANT prior to the date of such termination notice. All completed or partially completed documents and all other related material the CONSULTANT has created and/or collected prior to the termination date shall remain the exclusive property of the LIBRARY.

XII. CONFLICT OF INTEREST

The CONSULTANT hereby warrants and represents that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be employed by the CONSULTANT.

XIII. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the LIBRARY.

XIV. OWNERSHIP OF WORK PRODUCT

All Work Product prepared by the CONSULTANT shall, upon payment by the LIBRARY, be the property of the LIBRARY. The term "Work Product" as used herein includes, but is not limited to, any and all documents, papers, written material, manuals, photographs, charts, graphs, plans, drawings, video tapes, and other information or deliverables collected or created under this Agreement as set forth in this RFP. The term does not include financial records, accounting records, working papers, or other information pertinent only to the administration of this Agreement.

XV. CONFIDENTIALITY

The LIBRARY may provide confidential information to the CONSULTANT for the performance of services hereunder. Such information will be clearly

marked "Confidential Information". No Confidential Information given to the CONSULTANT under this Agreement shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the LIBRARY. Notwithstanding the foregoing, CONSULTANT shall have no confidentiality obligation with respect to information that 1) becomes generally available to the public other than as a result of disclosure by CONSULTANT or its agents or employees; 2) was available to CONSULTANT on a non-confidential basis prior to its disclosure by LIBRARY; or 3) becomes available to CONSULTANT from a third party who is not, to the knowledge of CONSULTANT, bound to retain such information in confidence. In the event CONSULTANT is compelled by subpoena, court order, or administrative order to disclose any confidential information, CONSULTANT shall promptly notify LIBRARY and shall cooperate with LIBRARY prior to disclosure so that LIBRARY may take necessary actions to protect such Confidential Information from disclosure.

XVI. AGREEMENT CHANGES

The parties hereto may both from time to time require and/or desire changes in the Scope of Services and the time of performance as set forth herein. Such changes, including any increase or decrease in the scope of services and/or in the amount of compensation to the CONSULTANT, that are mutually agreed upon by and between the parties hereto shall be incorporated as written amendments to this Agreement. The LIBRARY at any time and from time to time may request and/or require the CONSULTANT to perform additional services and/or to not perform and/or to modify previously agreed upon services, in which event(s) the CONSULTANT shall forthwith comply. The CONSULTANT may not modify, add to, or subtract from the services they are obligated to render under this Agreement without the express prior written authorization/concurrence of the LIBRARY. Any claim by the CONSULTANT for an adjustment under this clause for additional services must be asserted within ten (10) days from the date of receipt by the CONSULTANT of the notification of change request from the LIBRARY.

XVII. INDEMNIFICATION

The CONSULTANT shall indemnify, save, and keep harmless the LIBRARY, its officers, agents, and employees of and from all liabilities, liens, judgments, costs, damages, and expenses to the extent caused by Consultant's negligent and intentional acts, errors, and omissions, and those of its officials, officers, employees, representatives, and agents (collectively "CONSULTANT") that may in any way be suffered by the LIBRARY and/or by any of its elected and/or appointed officials, officers, employees, representative and/or agents

(hereinafter the "LIBRARY OFFICIALS"), or that may accrue against or be charged to or recovered from the LIBRARY and/or LIBRARY OFFICIALS arising from Consultant's negligent acts, errors, or omissions in the CONSULTANT's performance of services under this Agreement.

XVIII. INSURANCE

The CONSULTANT shall at all times obtain and solely at CONSULTANT's cost and expense maintain insurance to protect the CONSULTANT from claims under worker's compensation acts; claims due to bodily or personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of negligent and/or intentional acts, errors, or omissions of the CONSULTANT and each and every of the CONSULTANT's officials, officers, employees, independent contractors, contractees, subconsultants, representatives, and agents, as well as the employees and agents of the LIBRARY. The insurance shall provide a minimum of One Million Dollars (\$1,000,000.00) coverage per occurrence and a minimum of Two Million Dollars (\$2,000,000.00) general aggregate. CONSULTANT's professional liability insurance shall provide a minimum of One Million Dollars (\$1,000,000.00) each claim and annual aggregate. The CONSULTANT shall provide to the LIBRARY proof of such coverage at the time of execution of this Agreement and forthwith at all other times upon demand by the LIBRARY. Failure to do so shall constitute a material breach of this Agreement.

XIX. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60), and specifically agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by

the LIBRARY setting forth the provisions of this non-discrimination clause.

- B. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts with subcontractors for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that foregoing provisions shall not apply to Contracts or subcontracts for standard commercial supplies or raw materials.

XX. INTEREST OF PUBLIC OFFICIALS

A. Interest of Members of the Library

No member of the governing body of the LIBRARY and no other officer, employee, or agent of the LIBRARY who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

B. Interest of Other Local Public Officials

No member of the governing body of the Library and no other public official of such Library, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

XXI. BEST EFFORTS

The CONSULTANT shall apply its best efforts and professional judgment in performing its services under this Agreement and for timely fulfilling each and every of the individual requirements set forth in the Scope of Services for this project as set forth defined in this RFP hereto. The LIBRARY reserves the right to request and require modifications, and changes in the documentation, study, project results, and/or plans, as applicable, that in the Library's sole discretion and judgment are in the best interests of the LIBRARY.

XXII. DISPUTE RESOLUTION

Any and all disputes related to this Agreement that are not resolved by mutual agreement of the parties shall be resolved in a State of Wisconsin circuit court of competent jurisdiction. Such circuit court shall be located in the Hedberg Public Library, County of Rock. Either party may sue the other for declaratory judgment, damages, specific performance, injunctive relief, or any other legal or equitable relief as may be provided by law. The performance of this Agreement, its interpretation, and the resolution of all disputes connected therewith shall be governed, interpreted, and resolved in accord with the laws of the State of Wisconsin. Notwithstanding the foregoing, any dispute not resolved by mutual agreement of the parties may also be resolved by binding mediation and/or arbitration but only in the event that the Hedberg Public Library requests, demands, or consents to same.

XXIII. RESPONSIBILITIES OF THE LIBRARY

At its own expense, the LIBRARY will have the following responsibilities regarding the administration of the Agreement by the CONSULTANT.

A. Project Officer

Tara Semenchuk, Human Resources Director, shall be the Project Officer and act as the LIBRARY's representative with respect to the services performed under this Agreement.

B. Prompt Response

To prevent an unreasonable delay in the CONSULTANT's services, the LIBRARY will examine and approve or disapprove all reports and other documents within a reasonable time period, unless otherwise specified herein.

XXIV. COMPLETENESS OF THE AGREEMENT

This cover document and each and every of its attachments, appendices, and schedules contain all the terms, promises, conditions, and provisions of this Agreement. Any alteration shall be invalid unless made in writing, signed by both parties, and incorporated as an amendment to this Agreement. This document may be prepared and executed in multiple originals. All attachments hereto are incorporated herein by reference as if fully set forth verbatim, and are enumerated and described, supra.

XXV. SEVERABILITY

Every part, term, and provision of this Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term, or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

XXVI. This Agreement is signed in the State of Wisconsin and shall be subject to and interpreted under the laws of the State of Wisconsin.

XXVII. No provision of this Agreement or attachment hereto shall be interpreted for or against either party because that party, or that party’s attorney, drafted that provision or attachment.

XXVIII. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

XXIX. The parties hereto acknowledge and agree that all of the provisions of this Agreement and attachments hereto are valid and binding.

XXX. Any and all ambiguities, conflicts, interpretations, and matters of application arising from and/or pertaining to this Agreement or any of its attachments shall be resolved in the manner most favorable to the Library.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the <day> day of <month>, <year>.

HEDBERG PUBLIC LIBRARY

<CONSULTANT>

By: Patricia Hernandez

By:

Library Board President