



# MARATHON COUNTY PUBLIC LIBRARY

## REQUEST FOR PROPOSALS

### *STRATEGIC PLAN AND MISSION STATEMENT*

Marathon County Public Library (MCPL) invites consultant proposals to facilitate and coordinate the development of MCPL's first strategic plan and review the library's mission statement. MCPL desires a citizen involved process that results in an actionable plan with near and long term goals.

### BACKGROUND INFORMATION

Marathon County Public Library is located in Northcentral Wisconsin and serves a population of approximately 130,000. Since 1907, the Marathon County Public Library has provided library services to its residents. MCPL is a consolidated county library with nine locations throughout Marathon County, Wisconsin, including its Wausau headquarters and branches in Athens, Edgar, Hatley, Marathon City, Mosinee, Rothschild, Spencer and Stratford.

The library provides a broad selection of materials and services: books and audiobooks, DVDs and video games, magazines and newspapers, as well as a large eBook and eAudio collection available through digital access. We offer free programming, including educational classes and workshops, crafting events, performances by musicians and other performers, movie screenings, regular story times to promote literacy and early learning; we also bring in experts, authors and other speakers to lead lectures, presentations and workshops on a number of subjects. We offer additional services of convenience to our residents at designated locations, including study and meeting rooms, passport services, computers and internet access, copy/print/fax services, notary public, and material delivery for homebound patrons.

MCPL is a member of and the resource library for the Wisconsin Valley Library Service and a participant in the V-Cat consortium and the Wisconsin Public Library Consortium.

### SCOPE OF SERVICES

The following section describes the minimum components/phases of the scope of work:

1. Coordinate planning process – The consultant will conduct an initial meeting with key decision makers to refine the process and establish the timeline. During this process, a Strategic Steering Committee will be formed to offer insights and help direct the process.

2. Community Engagement – The consultant will develop a concise summary of the citizen engagement phase. MCPL expects the consultant to propose a community visioning process. This process may include, but is not limited to, online surveys, stakeholder interviews and public meetings. MCPL is looking for a blend of involvement approaches that will engage all segments of our diverse community. The library is also looking for a strong social media communication strategy for the citizen engagement phase. The library wants to encourage feedback and participation opportunities. The process should generate excitement within the community, encourage new ideas and foster a sense of optimism about the future. The objective is to obtain a wide range of perspectives. The consultant will develop a concise summary of the citizen engagement phase; facilitate this process and compile all findings.

3. Development of the Strategic Plan – The consultant will meet with the Strategic Steering Committee to review the citizen engagement input and develop a strategic plan and mission statement that articulates a vision for the library, develops key focus areas, highlights strategic initiatives, and establishes goals and metrics by which the success of goals and initiatives will be measured.

4. Strategic Plan Deliverable – The consultant will develop a concise strategic plan and mission statement document that identifies key strategic focus areas and highlights critical initiatives within each focus area including goals and performance criteria.

5. Plan Communication and Implementation – The consultant will provide a presentation to the MCPL Board of Trustees. The consultant will provide recommended citizen communication strategies regarding plan results and recommendations for future follow up.

## PROPOSAL SPECIFICATIONS

1. Cover Letter: A brief letter of interest in the project including a contact name, address, telephone number and email address.

2. Consultant Introduction: A brief description of the firm, including number of years in existence, range of professional services offered, office locations and staff size.

3. Consultant Qualifications: A summary of similar projects and other relevant experience.

4. Key Staff: Identify key staff, their responsibilities in this project and resume(s) of their experience.

5. Proposed Approach: Describe how you will complete the scope of work, including a proposed schedule. Include public involvement and engagement activities, and describe social media strategies. Alternative scopes of work will be accepted but should be accompanied by an explanation of the benefits. Identify the number of meetings included within the proposal. Provide your recommendation for future refreshments of the strategic plan and other services or recommendations for success.

6. References of Past Work: Provide at least two references of past work with a similar scope of services.

7. Cost to Perform: Submit a not to exceed cost proposal itemized by major scope of work components. Include the expected hours invested in each phase of the project. Additional or alternative services should be separately identified. Itemize any additional costs such as travel, data gathering or other incidental costs.

## SUBMITTAL REQUIREMENTS

Five (5) copies of the proposal along with an electronic PDF file stored on a jump drive must be submitted in a sealed envelope by **4:00 p.m. CST on Friday March 31, 2023**. Please mark **“Proposal for Marathon County Public Library Strategic Plan”** on the envelope.

The mailing and hand delivery address is:

**Leah Giordano**  
**Library Director**  
**300 N 1<sup>st</sup> Street**  
**Wausau, WI 54403**

## CONTACT PERSON

Questions about the RFP or the project should be emailed to Business Specialist Stephanie Martell at [stephanie.martell@co.marathon.wi.us](mailto:stephanie.martell@co.marathon.wi.us) or Library Director Leah Giordano at [leah.giordano@co.marathon.wi.us](mailto:leah.giordano@co.marathon.wi.us).

## TERMS AND CONDITIONS

This RFP will be conducted in accordance with the applicable requirements of the Marathon County procurement code, located here: [https://library.municode.com/wi/marathon\\_county/codes/code\\_of\\_ordinances?nodeId=CH3FITA\\_PRRP](https://library.municode.com/wi/marathon_county/codes/code_of_ordinances?nodeId=CH3FITA_PRRP).

The specifications in this request for proposal are the minimum acceptable. Proposers are cautioned to avoid proposing alternates to the specifications which may result in rejection of their proposal. Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the Proposer's letterhead, signed, and attached to the response to request. In the absence of such a statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications herein.

MCPL reserves the right to accept or reject any or all proposals, or portions thereof, without stated cause, and to waive any technicality in any proposal submitted. Proposals **MUST** be submitted on or before the date and time that the proposal is due. Upon selection of a finalist, MCPL by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If MCPL, for any reason, is unable to reach a final agreement with this finalist; MCPL then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. MCPL may also elect to reject all proposals and re-issue a new RFP.

Clarification of proposals: MCPL reserves the right to obtain clarification of any point in a consultant's proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within three (3) business days. MCPL is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability and is most qualified to meet the needs of the library. MCPL reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the library. MCPL reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the consultant.

**PUBLIC RECORDS ACCESS:** MCPL is subject to the Wisconsin Public Records Law. It is the policy of MCPL to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Evaluations of responses to requests for proposals are subject to further discussion, clarification and negotiation. Records of responses to requests for proposal will not be available for public inspection prior to issuance of the award of the contract.

**PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a response to request must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with the Wisconsin Public Records Law. Proprietary restrictions normally are not accepted. However, when accepted, it is Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of MCPL.

Any material submitted by Proposer in response to MCPL's request that the Proposer considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin Public Records Law, must be identified and include citation to the specific provisions of law that preclude disclosure and any factual or background information necessary to establish that the identified provisions of the law apply to that particular information. Proposal prices cannot, under any circumstances, be held confidential.

In the event MCPL becomes involved in litigation due to Proposer's refusal of permission to release information identified as confidential or proprietary, Proposer agrees to indemnify, defend and hold harmless MCPL for any costs associated with said litigation.

## SELECTION PROCESS

MCPL will create a selection committee that will be responsible for evaluating and ranking the proposals submitted. The proposals will be based on the following:

- Project understanding, scope, approach and time schedule (20 points)
- Relevant experience and qualifications of the firm and project team members (30 points)
- Experience providing similar services and references (30 points)
- Cost effectiveness of delivering the project (20 points)

The committee will select the top candidates for an interview.

## AWARD OF CONTRACT

A contract will be negotiated with and awarded to the successful proposer. Any contract awarded shall incorporate the Required Contract Terms and Conditions included with this RFP.

## TIMELINE

The estimated timeline for completion of the selection process is outlined below:

March 1, 2023 Distribution date of RFP

March 31, 2023 Deadline to submit proposal

April 3-28, 2023 RFP review and interview period

May 15, 2023 Contract presented to the MCPL Board of Trustees for approval

## SIGNATURE BLOCK

Note: Please return this page with your proposal.

The undersigned, an authorized agent of their company, hereby certifies:

- the receipt of this letter to solicit bids (on this date): \_\_\_\_\_
- familiarization with all terms, conditions, and specifications herein stated,
- company is qualified to perform work and services as proposed,
- that the proposal submitted is valid until \_\_\_\_\_ (date).

---

Company Name

---

Authorized Signature

---

Mailing Address

---

Printed Name

---

City, State, Zip

---

Title

---

Type of Entity (S-Corp, LLC, etc.)

---

Phone Number

---

Website

---

Email Address

## REQUIRED CONTRACT TERMS AND CONDITIONS

- 1.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. Proposer shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. MCPL reserves the right to cancel this contract if Proposer fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
- 2.0 CANCELLATION / TERMINATION:** MCPL reserves the right to:
- 2.1 NONAPPROPRIATION OF FUNDS. Cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Proposer to comply with terms, conditions, and specifications of this contract.
- 2.2 Terminate this contract, for MCPL's convenience, at any time by a notice in writing from MCPL to Proposer. If the Contract is terminated by MCPL as provided herein, Proposer shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Proposer covered by this contract, unless payments of compensation have previously been made.
- 3.0 CONTRACT MODIFICATIONS:** The scope of the services to be performed under this Contract may be amended or supplemented by mutual written agreement between the parties to the Contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the scope of work under this contract may be assigned or delegated without the prior written consent of MCPL.
- 5.0 CONFIDENTIALITY OF DATA:** In the event work conducted under this contract requires Proposer to have access to MCPL's database via Internet, direct contact or other connection to allow the provision of installation, support and maintenance services, Proposer agrees to keep all such data confidential and to execute any reasonable agreement to assure MCPL that Proposer will comply with all state and federal confidentiality laws and/or regulations. These restrictions herein shall survive the termination of this contract, regardless of the reason for termination, and shall continue in full force and effect and shall be binding upon Proposer or its agents, employees, successors, assigns or subcontractors. Proposer shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Proposer, its agents, employees, successors, assigns and subcontractors regarding the confidentiality restrictions herein.
- 6.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of MCPL for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of MCPL. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of MCPL.
- 7.0 MUTUAL HOLD HARMLESS/INDEMNIFICATION:**
- Proposer hereby agrees to release, indemnify, defend, and hold harmless MCPL, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage,

or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of Proposers officers, officials, employees, agents or assigns.

MCPL hereby agrees to release, indemnify, defend, and hold harmless Proposer, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, which is determined to be caused by the negligent or intentional acts or omissions of MCPL's officers, officials, employees, agents or assigns.

MCPL does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

**8.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

**9.0 GRATUITIES AND KICKBACKS:** It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or a higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract, or order.

**10.0 DISPUTE RESOLUTION:** This Contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, including conflict of law provisions. Proposer consents to personal jurisdiction in the State of Wisconsin. The venue of any action hereunder shall be in Marathon County, Wisconsin. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in court as set forth above. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute. Unless otherwise provided in this contract, the parties shall continue to perform according



to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

- 11.0 INDEPENDENT CONTRACTOR STATUS:** The parties hereto agree that Proposer, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of MCPL. The Proposer shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of MCPL are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by MCPL on behalf of the Proposer. Neither MCPL nor Proposer will represent itself as the agent or legal representative of the other or as partner or joint venture for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for or on behalf of the other in any way whatsoever. Furthermore, Proposer agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, MCPL.
- 12.0 NON-DEBARMENT CLAUSE:** Proposer hereby certifies that neither it nor any of its principal officers or officials has ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Proposer further agrees and certifies that this clause shall be included in any subcontract of this contract. MCPL also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal or State of Wisconsin procurement and non-procurement contracts.
- 13.0 WAIVER/SEVERABILITY:** No waiver of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this contract. If any provision of this contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision, and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this contract entirely.