CONTRACT FOR SERVICES
System Redesign Project Manager

Vendor: Wisconsin Library Service (WiLS)
Date: April 1, 2017

Period of Performance: April 1, 2017-May 20, 2018

Project Synopsis:
The Public Library System Revision Steering Committee (PLSRSC) is comprised of a group of library leaders appointed by the State Superintendent of the Wisconsin Department of Public Instruction for the purpose of reviewing and guiding changes to Wisconsin’s Public Library Systems. The committee will oversee the process endorsed and recommended by the Council on Libraries and Network Development (COLAND). IFLS is acting as an agent of this committee in engaging with WiLS to act as System Redesign Project Manager.

By the end of this contract, WiLS, working with the Steering Committee, workgroups, and topic teams, will have delivered a report of recommendations to the Steering Committee, and assisted with work necessary for the Steering Committee to develop their own recommendations related to governance, administration, and funding.

WiLS will undertake the following project management activities as described above:

1. Communication
   a. Regular project communication development and distribution through communication liaison network and statewide communication channels, including maintaining project website and blog.
   b. With the Steering Committee, create and implement monthly online Q&A sessions to address big picture issues and questions from the community.
   c. Coordinate ongoing Steering Committee profiles/guest messages to increase Steering Committee visibility within the community.
   d. Develop toolkit for communicating with library boards and staff.
   e. Monitor concerns and potential issues and communicate appropriately and proactively to minimize issues.
   f. Provide product updates and presentations as needed to groups including, but not limited to, DPI DLT & RL&LL teams, COLAND, SRLAAW, LD&L, and the DPI Cabinet.
   g. Coordinate events at WAPL and WLA, PLSR day, regional tour for the Steering Committee, and other state and regional activities to communicate information and gather feedback.
   h. Respond to questions and other community needs for information and process assurances.

2. Workgroup Support
   a. Maintain timeline and workplans for groups to ensure completion of recommendations by the end of the phase.
   b. Coordinate data and information gathering, both for in-state and out-of-state, including maintaining and promoting statewide survey panel, coordinating review panels, and developing and implementing feedback collection processes with workgroups.
   c. Assist workgroups with assessing and developing responses to feedback collected.
   d. Assist with coordination of meeting logistics.
   e. Review work done by workgroups on models and offer feedback to ensure information is accurate and complete.
   f. Coordinate communication of workgroup activities, including collecting agendas, notes, and recordings and reporting workgroup activities to community.
g. Manage the work of 4-5 topic teams to address questions that impact multiple workgroups, including meeting coordination and facilitation, assistance with information gathering and with developing recommendations, gathering feedback from community, and assessing feedback.

3. Steering Committee
   a. Coordination of the work of the Chapter 43 workgroup to support data and information gathering needs for Steering Committee.
   b. Coordinate the process for the Steering Committee to develop funding, governance, and administrative recommendations.
   c. Coordinate vetting and feedback through assisting with developing and implementing feedback collection processes.
   d. Coordinate Steering Committee meetings.
   e. Maintain of records for Steering Committee.

4. Overall process management
   a. Monitor progress and adjust activities as needed.
   b. Develop and implement appropriate activities to ensure a cohesive, positive, and productive process.
   c. Create recommendations report and submit to Steering Committee by end of the phase.

Phase 3 Milestones are incorporated into this contract as Attachment 2.

Subcontractors
WiLS, in consultation with the PLSRSC, will select and contract with subcontractor(s) as needed to complete the activities and in accordance with the “Independent Capacity of Contractor” clause in Attachment 1.

Costs & Payment
IFLS will pay WiLS $136,900 for completion of the activities described above and further outlined in Attachment 2. WiLS will invoice for the first payment of $27,380 on or around May 1, 2016 and payment will be made by the fiscal agent when projects funds are made available to the fiscal agent after May 1, 2016. Equal payments of $27,380 thereafter will be made according to the following schedule: August 1, 2016; November 1, 2016; February 1, 2017; and April 1, 2017.

IFLS normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing the services have been delivered. A good faith dispute creates an exception to prompt payment.

Incorporated Documents:
Attachment 1, Standard Terms and Conditions
Attachment 2, Details of Activities and Timeline

Contacts & Communication:
Juli Button, Business Manager     button@ifls.lib.wi.us
John Thompson, Director          thompson@ifls.lib.wi.us
Indianhead Federated Library System
1538 Truax Blvd.
Eau Claire, WI 54703
715-839-5082

Stef Morrill, Director            smorri@wils.org
Bruce Smith, Community Liaison   bsmith@wils.org
WiLS
1360 Regent Street #121
Madison, WI, 53715-1255
608-216-8319

The activities and costs in this contract are predicated on minimal communication between WiLS, IFLS, and members
of PLSRSC between regularly scheduled meetings. If substantial communication between meetings becomes required, WiLS will work with IFLS and PLSRSC to determine a course of action to either reduce the amount of needed communication or increase the payment amount of this contract.

Acceptance Criteria: This Contract will be satisfied when Vendor has completed the activities as described above.

Travel: All travel expenses shall be part of the contractor costs and shall not exceed $200 without prior approval from the Steering Committee.

Insurance Responsibility: WiLS shall:

Maintain worker’s compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be five hundred thousand ($500,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract.

Contract Modifications: If IFLS, acting on behalf of the PLSRSC, and WiLS collaboratively determine that a change in the scope of work or budget is necessary, IFLS and Vendor will document the changes in writing and amend this Contract accordingly. IFLS and Vendor shall sign the amendment before work outside the scope of budget begins.

CANCELLATION: Either Party to the contract PLSRSC reserves the right to cancel any contract in whole or in part with 60 days prior written notice.

This Contract shall become effective upon the date of last signature below.

Authorized Signatures:

__________________________________  ______________________
John Thompson, IFLS Director           Date
Steering Committee Chair

On behalf of WiLS:  On behalf of IFLS:

__________________________________  ______________________
Stef Morrill, Director                   Juli Button          Date
Date
Business Manager
Attachment 1: Standard Terms and Conditions

1.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By signing this contract, the contractor certifies that in connection with this procurement:

1.1 The prices in this bid/proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

1.2 No attempt has been made by the contractor to induce any other person or firm to submit or not to submit a bid/proposal for the purpose of restricting competition.

1.3 Each person signing this bid/proposal certifies that: He/she is the person in the contractor’s organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated in any action contrary to 1.1 through 1.2 above;

2.0 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP:

2.1 No relationship exists between the contractor and the procuring or contracting agency that interferes with fair competition or is a conflict of interest, and no relationship exists between the contractor and another person or organization that constitutes a conflict of interest with respect to the contract.

3.0 EMPLOYMENT: The contractor will not engage any person or persons now employed by a Wisconsin library system, to provide paid services relating to this agreement without the written consent of the employing agency of such person or persons and of the contracting agency.

4.0 CONFLICT OF INTEREST: Private and non-profit corporations are bound by ss. 180.0831, 180.1911(1), and 181.0831 Wis. Stats., regarding conflicts of interests by directors in the conduct of state contracts. During the period of this contract, the contractor will discuss with the contracting agency any outside work that could be construed as a conflict of interest. The contracting agency will advise the contractor on engaging in such work, though the final decision to engage in any work outside of this contract lies with the contractor.

5.0 INDEPENDENT CAPACITY OF CONTRACTOR: The parties hereto agree that the contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the contracting agency. The contractor agrees to take such steps as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the contracting agency.

6.0 ENTIRE AGREEMENT: The written contract and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

7.0 APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor 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, including Wisconsin Open Meetings and Open Records Law. All documents created shall be subject to disclosure under Open Records Law.

8.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision 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. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

9.0 HOLD HARMLESS: The contractor will indemnify and save harmless the contracting agency and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or
damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.
### Attachment 2: Phase 3 milestones

<table>
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<tr>
<th>Timeline</th>
<th>Milestone</th>
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<tr>
<td>By April 30, 2017</td>
<td>Topic teams will have complete their work and decisions will have been presented to the community through WAPL and an equivalent virtual mechanism.</td>
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<tr>
<td>By July 31</td>
<td>Steering Committee will have participated in a retreat to discuss and reach tentative decisions regarding administration, governance, and funding.</td>
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<tr>
<td>By October 31</td>
<td>Workgroups will have presented well-developed models to community for feedback at the WLA Conference and through an equivalent virtual mechanism. Steering Committee will have presented vetted decisions regarding administration, governance, and funding to the community at the WLA Conference and through an equivalent virtual mechanism.</td>
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<tr>
<td>By November 27</td>
<td>Workgroups and Steering Committee will have posted revised version of their models and decisions based on feedback from WLA and the community.</td>
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<td>By January 15, 2018</td>
<td>Workgroups will have had final meeting and models will be fully developed.</td>
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<tr>
<td>By February 20</td>
<td>All workgroups and Steering Committee will gather for final meeting/review of models and work completed in this phase.</td>
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<td>By March 20</td>
<td>In-state and out-of-state vetting occurs.</td>
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<tr>
<td>By April 2</td>
<td>WILS delivers report for Steering Committee approval.</td>
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<tr>
<td>April 16</td>
<td>Steering Committee approves report.</td>
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<tr>
<td>By May 30</td>
<td>Report will be presented to DPI from Steering Committee. Steering Committee will have final meeting and project will be complete.</td>
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