

#### PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (the "City"), and the Service Provider identified in the Basic Provisions below ("Service Provider"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS				
	Whole Mind Strategy, LLC			
Service Provider	4376 Butler Circle			
Service Provider	Boulder, CO 80305			
	eric@wholemindstrategy.com			
	Abigail Cooley			
	City of Everett Library			
City Project Manager	2702 Hoyt Avenue			
	Everett, WA 98201			
	ACooley@everettwa.gov			
Brief Summary of Scope of Work	Library Strategic Plan			
Completion Date	May 31, 2027			
Extension Provision	One-year extension option			

BASIC PROVISIONS				
Maximum Compensation Amount	\$53,010.00			
Exhibits	Exhibit A: Form 4.02 Price Sheet  Exhibit B: Proposal clarifications dated 5/9/2025, Proposal response dated 4/15/2025  Exhibit C: Addendum #1 and #3, RFP 2025-027 Library Strategic Plan			
Comice Drevides	N/A			
Service Provider Insurance Contact Information	(888) 202-3007			
	contact@hiscox.com			
Additional Provision(s)	N/A			

	Does Service Provider have 25 or more employees?
	Answer: No
	If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?
State Retirement Systems (must	Answer: No
answer both questions)	"DRS retirement system" refers to any of the following Public Employers' Retirement System (PERS), School Employees' Retirement System (SERS), Teachers' Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).
	"Service Provider Personnel" includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then "Service Provider Personnel" refers to the sole proprietor.
Willful Wage Violation Certification	By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider's signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. An untrue certification by Service Provider is a material breach and cause for Agreement termination.

# **END OF BASIC PROVISIONS**

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

CITY	OF	EV	ERI	ET	I
WAS	HIN	IGT	ON	ı	

WHOLE MIND STRATEGY, LLC

Cassie Franklin, Mayor

Signature:

Name of Signer: Eric Meade

05/27/2025

Signer's Email Address: eric@wholemindstrategy.com

Title of Signer: Principal

05/27/2025

Date

**ATTEST** 

Office of the City Clerk

STANDARD DOCUMENT
APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY
JULY 3, 2024

# ATTACHMENT PROFESSIONAL SERVICES AGREEMENT (GENERAL PROVISIONS v.101524)

- Engagement of Service Provider. The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as "Work".
  - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider's design shall be reasonably accurate, adequate and suitable for its intended purpose.
  - B. If Service Provider's proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the "Additional Provision(s)" portion of the Basic Provisions.
  - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as "it is desired that Supplier will," "it is preferred that Supplier will" or similar language) is deemed to be mandatory, unless otherwise provided in the "Additional Provision(s)" portion of the Basic Provisions.
  - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
- 2. Intellectual Property Rights. Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a "Work For Hire" as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a "Work For Hire" under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
- 3. <u>Time of Beginning and Completion of Performance</u>. This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date

stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.

#### 4. Compensation.

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
- B. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

#### 5. Method of Payment.

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.
- 6. <u>Submission of Reports and Other Documents</u>. Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.
- 7. <u>Termination of Contract</u>. City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall

immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

- 8. <u>Changes</u>. The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
- 9. <u>Subletting/Assignment of Contracts</u>. Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
- 10. Indemnification. Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the

extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.

#### 11. Insurance.

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
  - 1. <u>Workers' Compensation Insurance</u> as required by Washington law and <u>Employer's Liability Insurance</u> with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees. **Waived, the Contractor has no employees.**
  - 2. <u>Commercial General Liability (CGL) Insurance</u> on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - 3. <u>Business Automobile Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  - 4. **NOT APPLICABLE**—Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims-made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's

- obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is "waived" or "overridden" is a waiver of Service Provider's obligations to fulfill the requirements of this Section.
- F. If the Professional Errors and Omissions Insurance is on a claims made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims made policy form shall not be less than 36 months following expiration of the policy.
- G. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers' Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
- H. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
- 12. <u>Risk of Loss</u>. Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider's materials, tools, or other articles used or held for use in connection with the work.

#### 13. Independent Contractor.

- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
- B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
  - (1) Service Provider is free from control or direction over the performance of the service; and
  - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
  - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and

- (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
- (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and
- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
- 14. Employment/Conflict of Interest. Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
- 15. <u>Audits and Inspections</u>. At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement

- and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
- 16. <u>City of Everett Business License</u>. Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.
- 17. <u>State of Washington Requirements</u>. Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
- 18. Compliance with Federal, State and Local Laws/Prevailing Wages. Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <a href="https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/">https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/</a>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Procurement, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
- 19. Compliance with the Washington State Public Records Act. Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
- 20. <u>Compliance with Grant/Loan Terms and Conditions.</u> Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
- 21. <u>Equal Employment Opportunity</u>. Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate

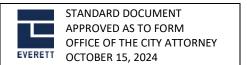
- any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 22. <u>Waiver</u>. Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 23. <u>Complete Agreement</u>. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 24. <u>Modification of Agreement.</u> This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
- 25. <u>Severability</u>. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

#### 26. Notices.

- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
- 27. <u>Venue</u>. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- 28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- 29. <u>City Marks</u>. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 30. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 31. Federal Debarment. Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.epls.gov/epls/search.do. Service Provider shall keep proof of such verification within Service Provider records.
- 32. <u>Signature/Counterparts</u>. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto of either party will be deemed an original signature and will be fully enforceable as an original signature.
- 33. Standard Document. This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of

whether the City signs this Agreement in a form that may contain the unauthorized changes.

# END OF GENERAL PROVISIONS (v.101524)



# EXHIBIT A (ATTACHED)

# **FORM 4.02 PRICE SHEET**

# **REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN**

Supplier Name: WHOLE MIND STRATEGY, LLC

Prices must include providing all services as detailed in the Scope of Work.

- 1. Complete the price sheet. Provide a firm fixed, not to exceed, lump sum amount for Section A and each deliverable that includes all services listed in Section 2.
- 2. Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.
- 3. Optionally, identify any additional services and provide firm fixed hourly rates for those services.

A.	Library Strategic Process and Plan	Firm Fixed, Not To Exceed	\$45,000	

Task Breakdown	# of hours for task	Cost
Deliverable: Initial Project Planning	42	\$ 10,000
Deliverable: Project Coordination & Engagement across all phases	96	\$ 23,600
Deliverable: Draft Report	24	\$ 6,000
Deliverable: Final Report	24	\$ 6,000

В.	Additional Services: Provide hourly rates for follow-on services that the consultant may provide to supplement the initial scope of work.	
	Service Description	Hourly Rate
		\$
		\$
		\$
		\$
		\$

# EXHIBIT B PROFESSIONAL SERVICES AGREEMENT (ATTACHED)

# Theresa Bauccio

From: Sent: To: Subject:	Eric Meade <eric@wholemindstrategy.com> Friday, May 9, 2025 6:00 PM Theresa Bauccio [EXTERNAL] Re: REVISED - RFP 2025-027 Library Strategic Plan Clarifications</eric@wholemindstrategy.com>
	ginated from outside of the organization. Do not click links or open attachments e sender and know the content is safe.
Theresa,	
Thank you for your email	l. Please see below for the answers to your questions.
Take care, Eric	
On Fri, May 9, 2025 at 5:	09 PM Theresa Bauccio < TBauccio@everettwa.gov > wrote:  Category 2: Sensitive information
Hi Eric-	
-	with us. I have provided the questions we discussed today. Please send is possible. This clarification response will amend and clarify the proposal 025.
1. Can you tell us m will include any	nore about the community profile you will help develop? Do you anticipate that it benchmarking?
community and what its particular client, but it o	processes include a community profile as an aid to understanding the needs may be. The format of a community profile depends on the needs of the ften includes demographic information, socioeconomic information, and any that might suggest unique needs from the library. We plan to get the client's input

as to what would make the community profile most useful in this case. If the client desires benchmarking

of other libraries or communities, we see some benchmarking as within the scope of this project.

1. Can you tell us more about your community engagement process and strategy sessions, including how we might identify and reach community members?

We plan to identify the key parts of the community to include in the community engagement process and in the strategic sessions through our initial interactions with the Strategic Planning Committee and the Board. These could be library users; groups that tend not to use the library; specific ethnic, linguistic, or socioeconomic groups; certain community leaders; etc. As outlined in our proposal, we plan to engage the community through an online and written survey, focus groups, and interviews with key community leaders and stakeholders. We anticipate some assistance from the client in setting up the logistics for these activities. We will incorporate the client's input into the design of the strategic sessions, including who will be invited.

1. Please clarify and expand on page 15, F's comment regarding engaging with freelancers. Are there samples of the freelancer's work available? What can you show us so that we can determine the end product that will be provided?

In our experience, the items listed in this section (graphic design and translation) are essentially commodities that are readily available in the freelancer market. If desired, we will share samples with the client as we get close to choosing specific people to do the work, and then we can use the client's feedback in making sure the right freelancers are selected and their work is guided in the right direction to satisfy the client's expectations.

1. Please clarify page 5, E of the RFP response, "We will arrange travel in accordance with the terms of the professional services agreement. Is travel included in the proposed price, or will it be additional?

Travel is an additional expense and is not included in the "not to exceed" price we included on our proposal. Our reference to the "professional services agreement" included in the RFP was just an acknowledgement that we had seen those rules and would comply.

1. Please provide a maximum travel cost for any travel expenses for the contract. This amount will be added to the \$45,000 per Section 4.D of the contract.

We will do our best to minimize the cost when travel is required. Setting the dates of in-person activities as soon as possible (so that bookings can be made early) will go a long way to reduce the cost. We have developed the following budget using the costs of hotels and airfare currently available online. We will work with the client to keep the actual cost to the minimum that is required to complete the work successfully. We see several opportunities to do this, and we will discuss these with the client.

Base estimates	Half-day kick-off	Focus groups	Session #1	Session #2	
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	(board retreat)				
Based on current prices on internet	One night hotel for two people	Three nights hotel for two people	Two nights hotel for two people	Two nights hotel for two people	
\$200	\$400	\$1,200	\$800	\$800	
\$350	\$700	\$700	\$700	\$700	
\$60	\$120	\$180	\$180	\$180	
\$150	\$300	\$450	\$300	\$300	TOTAL
	\$1,520	\$2,530	\$1,980	\$1,980	\$8,010
	current prices on internet \$200 \$350 \$60	Rased on current prices on internet   S200   \$400   \$350   \$700   \$120   \$150   \$300	Based on current prices on internet         One night hotel for two people         Three nights hotel for two people           \$200         \$400         \$1,200           \$350         \$700         \$700           \$60         \$120         \$180           \$150         \$300         \$450	Based on current prices on internet         One night hotel for two people         Three nights hotel for two people         Two nights hotel for two people           \$200         \$400         \$1,200         \$800           \$350         \$700         \$700         \$700           \$60         \$120         \$180         \$180           \$150         \$300         \$450         \$300	Based on current prices on internet         One night hotel for two people         Three nights hotel for two people         Two nights hotel for two people         Standard for two people

Thank you for your time and attention!

Take care, Eric

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# **Eric Meade**

Principal, Whole Mind Strategy, LLC Schedule a 60-min call with me Schedule a 30-min call with me

# **FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION**

#### REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN

Company Name: WHOLE MIND STRATEGY, LLC				
Company Address: 4376 BUTLER CIR				
City: BOULDER	State: Co	ZIP: 80305		
Tax ID#: 99-2815016	UBI #:			
Legal status of supplier organization, i.e., corporation, partnership, s	ole proprietorship.			
Diversity Certification (if applicable):   Disadvantaged Business Enterprise	e (DBE)   Minority Business	Enterprise (MBE)  Women		
Business Enterprise (WBE)				
Website: WHOLEMIND STRATEGY. COM	City of Everett Business	License #		
Supplier Contact Name (if different from Authorizing Official):  Supplier Contact Title:  Principal				
Supplier Contact Email: Supplier Contact Direct Phone:  Supplier Contact Direct Phone:  STI-201-5379				
Supplier Contact Address (if different from above):				
City:	State:	ZIP:		

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Eric Meade	Authorizing Official Title:
Authorizing Official Email: erice wholemind strategy com	Authorizing Official Phone: 571-201-5379
Authorizing Official Signature and Date:	
Gr. M. 4/15/3	2025

# **FORM 4.02 PRICE SHEET**

# **REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN**

Supplier Name: WHOLE MIND STRATEGY, LLC

Prices must include providing all services as detailed in the Scope of Work.

- 1. Complete the price sheet. Provide a firm fixed, not to exceed, lump sum amount for Section A and each deliverable that includes all services listed in Section 2.
- 2. Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.
- 3. Optionally, identify any additional services and provide firm fixed hourly rates for those services.

A.	Library Strategic Process and Plan	Firm Fixed, Not To Exceed	\$45,000	

Task Breakdown	# of hours for task	Cost
Deliverable: Initial Project Planning	42	\$ 10,000
Deliverable: Project Coordination & Engagement across all phases	96	\$ 23,600
Deliverable: Draft Report	24	\$ 6,000
Deliverable: Final Report	24	\$ 6,000

В.	Additional Services: Provide hourly rates for follow-on services that the consultant may provide to supplement the initial scope of work.	
	Service Description	Hourly Rate
		\$
		\$
		\$
		\$
		\$

Whole Mind Strategy, LLC

Point of contact: Eric Meade, principal Email: <a href="mailto:eric@wholemindstrategy.com">eric@wholemindstrategy.com</a>

Phone: 571-201-5379

# **FORM 4.03 QUESTIONNAIRE**

Suppliers must complete this "Questionnaire," providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

#### 1. Qualifications and Relevant Experience

A. Briefly describe your company. Include how long the company has been in business.

Whole Mind Strategy (WMS), a Colorado LLC, is a consulting consortium based in Boulder, Colorado, specializing in facilitation and strategic guidance for community-facing organizations, including libraries, community health centers and mental health centers, nonprofits, foundations, and government agencies. Eric has led strategic and organizational engagements for the Young Adult Library Services Association (YALSA, the teen services division of the American Library Association), the Cincinnati and Hamilton County Public Library, MARINet (the library consortium in Marin County, California), Kitsap Regional Library (in Washington State), and the Boulder Public Library District (Colorado). In other sectors, he has led or contributed to strategic projects for clients that include Oxfam America, the Robert Wood Johnson Foundation, the U.S. Department of Veterans Affairs, the U.S. Bureau of Indian Affairs, the Colorado Health Foundation, and many others. This track record of excellent work goes back 11 years to March 2014.

B. Describe the qualifications of your company, as well as its business experience and achievements.

Our company has more than 11 years of experience leading strategic engagements for libraries, community health centers, state primary care associations, as well as national clients like foundations, professional associations, and federal agencies. Here is what these clients say about Eric and his company:

"Eric has been an invaluable partner to MARINet. As a trusted advisor, he
brought clarity and perspective to our leadership team during a time of transition
and uncertainty. His thoughtful approach to organizational planning helped us
surface tough issues, navigate differing perspectives, and move forward with
confidence. Eric listens deeply, asks insightful questions, and helped our group

<sup>&</sup>lt;sup>1</sup> This engagement for EPLS will be performed under Whole Mind Strategy, a Colorado LLC established in 2024. The work described here includes projects conducted under Whole Mind Strategy Group, a Virginia LLC Eric established in 2014 when he lived in Alexandria, Virginia.

uncover the insights we needed to chart a clear path forward. He also brought a welcome sense of humor and was genuinely enjoyable to work with, making even the hardest conversations feel more approachable. I would recommend Eric to any organization looking for clarity, candor, and a truly collaborative process."—Jessica Trenary, Systems Administrator, MARINet (library consortium in Marin County, CA)

- "What you've been able to do here in Memphis is to help people think not just 'outside the box' but 'outside the building.' You've enabled people to go beyond the conventional strategic planning process or the 'boiler plate' strategic planning process that most institutions use. With the way you first of all listen and second of all encourage openness, you have the capacity for people to trust you almost instantly."
  - -Robert R. Waller, MD, Former CEO, The Mayo Clinic
- "Having Eric facilitate our strategic planning process has exceeded my hopes for the product itself and has provided an exceptional professional development opportunity for our team as well. He has a rare ability to move between roles of facilitator, content expert, coach, confidant, and fellow practitioner, humbly ensuring the best ideas prevail regardless of their source. I value his insights enormously, and would trust him with any project. All of that, plus a dry wit and writer's talent for synthesizing ideas make him one of the finest facilitators I've ever had the pleasure of working with."
  - —Bill Fulton, Founder and Executive Director, The Civic Canopy

Additional testimonials are provided toward the end of this proposal.

Eric brings a wealth of diverse professional experiences to this work. Previously, he served as a nuclear submarine in the U.S. Navy, as the first employee in China for U.S. toy company Melissa & Doug (way back in 2002), and as vice president and senior futurist at the Institute for Alternative Futures, a nonprofit futurist and strategic consultancy in Alexandria, Virginia. He has an MBA from INSEAD, consistently ranked the best business school outside the U.S., and a Bachelor's in history (with High Distinction) from the University of Virginia. One consequence of these diverse experiences is that Eric can relate to *anyone*, regardless of personal background, perspective, sector/industry, etc.

For seven years, Eric taught a graduate course on strategic planning in American University's School of International Service in Washington, DC, that students consistently rated "one of the best." He is also a certified practitioner of the Myers-Briggs Type Indicator (MBTI) and of the Wiley Everything DiSC assessment. As a side hustle, he is a certified divorce coach, helping men navigate divorce with confidence and integrity for the benefit of everyone involved. He is also the award-winning author of <u>Reframing Poverty: New Thinking and Feeling About Humanity's Greatest Challenge</u> and of <u>Whole Mind Facilitation: How to Lead Workshops That Change People, Organizations, and the World</u>, a primer on workshop facilitation for young and mid-career professionals.

C. If awarded this contract, who are you proposing to be the project manager? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, years of applicable licenses, etc.? Provide a list of three major projects that the person has led.

WMS principal Eric Meade will lead this project. Eric has 11 years of experience leading projects as principal of his own company, and another six years as vice president of a futurist think-tank, the Institute for Alternative Futures, where he was responsible for finance, HR, and project management alongside his content role as a futurist. While at the Institute, Eric served as the project manager for numerous grants over \$100,000 from the Robert Wood Johnson Foundation, the Rockefeller Foundation, and the Kresge Foundation.

Three illustrative projects Eric has led recently:

- Strategic planning for the Cincinnati and Hamilton County Library (2020-1)
- Strategic planning for Kitsap Regional Library (2022-3)
- Organizational planning for MARINet (library consortium in Marin County, CA)
   2023-4 (with a follow-on contract for support into 2025)

All projects were completed on time, within budget, and to the satisfaction of the client. Details and references for these three projects are provided elsewhere in this questionnaire.

D. Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.

#### Eric Meade, Project Lead

Eric's tenure and background have been provided in responses to earlier questions. On this project, Eric will act as overall project lead, working directly with the client (e.g., Library Director, Strategic Planning Committee) to coordinate all tasks and deliverables. He will also lead the design and facilitation of in-person meetings, such as those described in our approach below, as well as the actual development of the Strategic Direction document.

#### **Sheffy Minnick, Community Engagement Lead**

Sheffy Minnick, a subcontractor on this project, will lead the community engagement. She has been a professional associate of Eric and Whole Mind Strategy for two years. Sheffy is a seasoned facilitator, trainer, and strategic consultant with over a decade of experience helping teams navigate complexity, build trust, and communicate with purpose. Her work is rooted in the belief that effective dialogue can unlock meaningful collaboration and drive sustainable change.

Sheffy's approach to community engagement surfaces divergent perspectives—rather than avoiding them—as a means for creating shared understanding and solving real problems. Through intentional, skillful dialogue, she produces innovative breakthroughs in otherwise stuck conversations.

Sheffy's work experience spans local communities and global institutions. For **NATO**, she introduced cross-cultural dialogue as a training method for officers preparing for assignments in conflict zones. She facilitated sessions of live dialogue between officers and local civilians that helped officers confront their own assumptions, fears, and expectations in real-time. The success of this model led NATO to commission a full training course on these skills, laying the foundation for Sheffy's book, *Transforming Conflict and Collaboration*.

"Sheffy is a stellar facilitator! She is able to invite meaningful complexity into a charged conversation. Sheffy has the rare quality of being able to listen fully and compassionately to all viewpoints so that she can help a group to function more effectively. This means she trusts people's intelligence and motivations in ways that support their own personal evolution and their interpersonal collaboration", shared by Dr. Laurie Mulvey, Executive director of World in Conversation, A Center for Public Diplomacy at Penn State University.

Sheffy collaborated for five years with **Basim Razzo**, whose home in Iraq was destroyed in a U.S. airstrike. After losing his family, Basim chose a path of peace, resilience, and reconciliation. He and Sheffy brought dialogue to universities across Iraq to create spaces where students, educators, and communities could confront pain, seek understanding, and imagine new paths forward. Mr. Razzo said of Sheffy:

"She has a deep understanding of how people from different places think and communicate, and she uses that to make everyone feel respected and included. As a facilitator, Sheffy creates space for honest conversation, even about difficult topics, and she does it in a way that makes people feel safe, never judged. Her thoughtful questions and deep listening helped our team open up, connect, and talk about topics that were almost taboo."

At the local level, Sheffy recently partnered with the **Nature & Wildlife Discovery Center in Pueblo, Colorado**, to design a bold, community-led strategic plan. The process centered local voices and ensured the outcomes reflected the values of those most connected to the land and mission. After the project, Taylor Driver, the organization's executive director, said of Sheffy:

"Sheffy helped us move from ideas to action—always putting the voices of our community at the center."

While Sheffy is a seasoned trainer, she approaches each project as a student—never assuming expertise about a community she is not part of. Instead, she brings the structure and tools to help surface the deep knowledge, strength, and insight already

present among those she works with. She is the founder of **Facilitation Station** and co-author of *Transforming Conflict and Collaboration*, a hands-on guide for leading courageous, change-making conversations. She has a Master's in Organizational Development and Leadership (MS/ODL) from Saint John's University and a Bachelor's in Business and Marketing from Penn State. She lives in Castle Rock, CO.

E. Do you have any representatives in Washington State or the Northwest Region?

While we have no representatives in the Northwest Region, we have effectively performed similar work all across the country, with **current** clients in Washington, DC; Colorado; California; Montana; Louisiana; and Utah. We are effective meeting facilitators and project managers both in-person and virtually (e.g., using Zoom, Teams, email, and phone).

We anticipate travel to Everett for the following times we will need to be there in person:

- Kick-off meeting with library leadership and Board
- In-person community engagement activities (e.g., interviews and focus groups; some interviews may be held virtually)
- Strategy sessions #1 and #2 (two separate trips; these map to the RFP's two in-person meetings with the Strategic Planning Committee)

We will arrange this travel in accordance with the terms of the Professional Services Agreement included with the RFP.

F. What characteristics most distinguish your organization from your competitors?

Our approach is different from that of our competitors in the following respects:

# 1) Adaptability and Focus on the Client's Desired Outcomes

A few years ago, Beth Yoke, then the Chief Strategy Officer at the Cincinnati and Hamilton County Public Library, the third-largest library system in the country, reached out to Eric and asked him to lead the library's strategic planning process. She said she didn't want to do an RFP. She just wanted to hire Eric, who had facilitated the strategic planning process for the Young Adult Library Services Association (YALSA) seven years earlier when she was its executive director. When Eric asked her why, after all those years, **she only wanted to hire him**, Beth replied:

"With a lot of consultants, they put you through their process, and when you get to the end, you ask yourself, 'Is this what I wanted?' With you, you partner with the client to get them what they need."

Many consultants become fixated on *their* framework, *their* approach, and *their* priorities. By contrast, <u>we stay focused on what the client needs</u>. One of Eric's favorite testimonials came from Mark Baker, who as dam safety officer for the National Park

Service participated in a strategic planning process Eric led for the U.S. Department of the Interior. Mark said of Eric:

"During complex workshops he has a unique ability to read the needs of the participants and shift on the fly to keep up momentum. He knows many facilitation/strategy tools, but is not reliant on them."

Eric has a large toolkit, and he chooses the tool that best fits the solution. This, in our opinion, is the core competence required by a consultant to achieve a strong strategic partnership with the client that achieve's the client's desired outcomes.

At its best, strategic planning is a partnership between client and consultant to develop the ideas, opportunities, and frameworks that will best advance the client's mission in the context of their strategic environment. During any strategic planning process, things change. Sometimes the priorities of the client organization change because of external events. Sometimes the client and consultant learn things from the community that shift the goals of the process. We believe that the most important attribute of any strategic consultant is the ability to respond to events while maintaining a clear focus on what the client needs from the process.

# 2) Our Strategic Acumen and Ability to Handle Uncertainty

Our company offers a rare combination of strategic acumen and comfort with uncertainty. With a background as a senior futurist at the Institute for Alternative Futures and now in his own practice, Eric has spent years helping organizations navigate ambiguity and plan for multiple possible futures. The "bread and butter" of futurist work is scenario planning, which explicitly takes into account a range of futures that could occur. By keeping multiple futures in mind, his clients develop strategic plans that are more robust across different scenarios and include an appropriate level of planning for potential contingencies. This approach to uncertainty will be particularly important in this project for the Everett Public Library System given the Library's current financial challenges, the various pathways for organizational sustainability (e.g., another attempt at a levy lift, a merger with Sno-Isle Libraries, an internal realignment of services), the issues rising up within the community (e.g., economic pressures, homelessness, drug use), and the overall uncertainty at the national level (e.g., book challenges, potential recession, political disruption).

# 3) Our Dialogue-Based Approach to Community Engagement

As EPLS confronts difficult decisions about its future, our approach to community engagement stands apart: we focus not just on gathering input, but on fostering dialogue—intentional conversations that surface perspectives, build connection, and lay the groundwork for shared direction.

Our process centers on facilitated dialogue—what we call "thinking together"—as a way to understand how people make meaning of the library's role in their lives. We combine

the WHO (a person's background, experiences, etc.) and the WHAT (their perspective). In doing so, we go beyond opinion to uncover the deeper WHY that captures what really matters to people.

This emphasis on dialogue will help EPLS:

- Navigate complexity by making space for multiple, sometimes conflicting truths
- Engage the community not just as informants, but as thought partners
- Ensure that strategic choices reflect a fuller understanding of community needs and values

This approach is particularly valuable when facing sensitive issues such as service cuts, structural changes, or potential mergers—where credibility and transparency are essential, and surface-level engagement risks creating more division than clarity.

Our team brings both experience and structure to this work. We don't just invite voices into the room—we help EPLS **think with its community**, not just about it. That difference, *while subtle*, is essential at a moment like this.

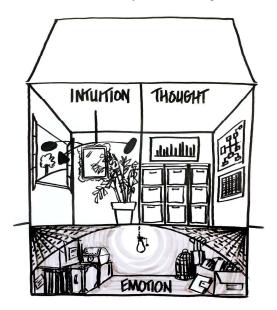
## 4) Our Processes are Engaging and Fun

A lot of people get a headache when you just mention the words, "strategic planning," and for good reason. Many people have experienced long, cumbersome, and painful strategic planning processes—weekly meetings where the same blowhards express the same points of view about what initiatives need to be stopped and what initiatives need to be launched in their stead. That's very different from how we work.

We believe that to be effective, any strategic process must engage all three domains of the human mind:

- Thought one's mindset, knowledge, and current understanding
- Emotion the feelings that keep one attached to their current way of thinking
- Intuition the ability to access possibilities outside their current way of thinking

We envision the mind as a house with three rooms on the first floor (thought and intuition) and emotion in the basement. Any process starts in thought to figure out the current thinking on the issues. Unfortunately, in this house one cannot go straight from thought to intuition, just like a facilitator cannot just walk into a workshop and say, "OK, everyone, be strategic!" A group must pass through the basement of emotion to tap into hopes, fears, frustrations, etc., before coming up in intuition, where more possibilities become available. Then they can structure those possibilities (into a plan, a to-do list, etc.) by carrying them back into thought. (The door works in that direction!)



Using this approach, a consultant can concentrate a strategic effort into a smaller number of sessions that take up less time but that move the group much more effectively toward a shared strategic direction with the plans to back it up.

We noticed that some other bidders expressed the concern that the timeline for this project was too tight. We do not share this perspective. Using our approach, we will have plenty of time to deliver a high-quality strategic plan before the end of 2025. We believe that effective strategic planning comes from the *quality* of the time spent, not the *quantity*. We prioritize meaningful engagement that prompts fresh thinking over drawn-out processes that mistake tedium for rigor.

As a result, our approach to strategic planning is the exact opposite of the long, cumbersome approach that many other consultants use—the kind that gives people headaches many years later! Like Beth Yoke, our clients have positive feelings about our work, long after the project is finished. (And then they hire us again next time.) They remember our work as being not just effective but also enjoyable. As Amy Stone, then executive director of the Society of Behavioral Medicine, said after a full-day strategic planning session Eric facilitated:

"Never before have I heard anyone describe a strategic planning experience as 'awesome' and 'exhilarating'—until today!"

#### 2. Technical Capability, Approach, and Capacity

A. What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.

Libraries are on the front lines of nearly every major social challenge we face today: poverty, homelessness, mental health, substance use, a lack of affordable housing, workforce development, DEI and its backlash, book challenges, underfunded schools, disinformation, political disruption, etc. The need for libraries is huge. At the same time, many libraries face dire funding and staffing challenges that undermine their ability to meet these needs.

The tension between these two realities will shape EPLS's strategic direction for the coming years. Given voters' rejection of Proposition 1 last year, the Library, alongside the City's other essential public services, faces significant budget cuts. Further, a potential merger with Sno-Isle Libraries has not garnered sufficient interest among the Board of Trustees, let alone among voters.

We have kept these challenges, tensions, and uncertainties in mind as we have designed the following process, which we look forward to refining in collaboration with Library leadership.

Given what we currently know, however, we anticipate this project having the following tasks and deliverables:

#### Phase 1: Initial Project Planning

## 1. In-person Half-day Kick-off Meeting

At an in-person meeting in early June, we will engage Library leadership, the Strategic Planning Committee (SPC), and the Board of Trustees in an assessment of the potential paths forward for the Library given the challenges and uncertainties in its strategic environment. We will, for example, explore the paths of seeking another levy lift, undertaking some form of consolidation with Sno-Isle Libraries or another system, leveraging partnerships and consortia, shifting the mix of collections and services between brick-and-mortar and digital, seeking greater funding from the City or from other sources, etc. We obviously have no preference for which of these options may prove most beneficial to the Library; we just need to understand the Board's underlying strategic perspective in order to design the strategic planning process that is going to move the Library in the direction they want to go. We also need to know what aspects of the Library's previous strategy it wants to retain and what aspects it is eager to update with new thinking. At this meeting, we will also validate the project's goals, approach, and timeline; prompt discussion of how the resulting Strategic Direction will actually be used by Library leadership and staff (since form should follow function); establish protocols and frequency for project updates (e.g., to the Strategic Planning Committee); set objectives and parameters for community engagement, including identifying any prioritized populations as well as potential stakeholders (internal and external) to invite to the two strategy sessions (see below); and schedule any key events and sessions. Through this meeting, we will co-create with the Library leadership and Board of Trustees the bulk of the project plan required by this phase. This approach fosters broad ownership of the project and its desired outcomes. (We anticipate that this meeting will be held during the week of June 9-13, which we are already holding for the Library on our calendars.)

#### 2. Document Review

We will review any documents relevant to the Library's strategic planning, including the previous strategic plans (which we've already seen) and any other documents that can be shared after project kick-off. This will familiarize us even further with the Library's strategic environment and its potential future directions.

# 3. Draft Community Profile

We will develop an initial community profile using publicly available data and resources. This working draft will naturally evolve as we engage with the community and deepen our understanding through ongoing dialogue and participation.

# 4. Community Engagement Design

Following input gathered during the Kick-off, we will design and schedule community engagement activities. A detailed plan will be shared with the SPC—and the Board, if desired—for review and feedback prior to implementation.

## Phase 2: Project Coordination and Engagement

#### 5. Community Engagement

We will implement the plan described above to engage internal and external stakeholders in meaningful dialogue in order to gather input to shape the Library's strategic direction. We anticipate that this will include: (a) developing and administering a survey (online and hardcopy) in English, Spanish, Russian, and one other language (if appropriate); (b) conducting interviews with select Board members, Library staff, and community leaders; (c) conducting focus groups with specific groups of internal and external stakeholders (identified in collaboration with Library leadership, SPC, and Board); and (d) conducting a strategic thinking exercise to engage staff during an all-staff meeting, if logistics allow. These activities will incorporate our approach to community engagement as described earlier, as well as the "futuristic" perspective that invites people to share their expectations, fears, and aspirations for the future—far more useful than just asking, "What services do you want the Library to provide?" We will present the themes and key learning from these activities in written form to Library leadership, and we will also incorporate them, as appropriate, into the draft community profile.

6. Strategy Session #1: Future Scenarios and Possible Strategic Directions We will design and facilitate a full-day (likely 6 hours) strategy session for up to 40 internal and external stakeholders identified in collaboration with Library leadership, SPC, and Board. Based on all of the information collected so far, we will develop a "starter set" of scenarios representing potential futures for the Library, looking out 3-5 years (the specific time horizon for the scenarios will be set in collaboration with the SPC, though we find that longer horizons generate more expansive strategic thinking, even if the ideas become relevant much sooner than expected) and focusing mainly on the external factors in its strategic environment. We will then engage participants in a process (a) to flesh out these scenarios with local knowledge and perspectives, using the STEEP framework that captures the social, technological, economic, ecological, political changes consistent with that scenario, and (b) to identify the possible strategic directions the Library could adopt to advance its mission in each scenario. These exercises will also yield information about any desirable changes to the Library's mission and mission in light of the potential futures.

# 7. Strategy Development Research

In collaboration with the SPC and other Library staff, if desired, we will develop the ideas that come out of Strategy Session #1 in order to provide a clear menu of tangible strategic directions the Library may undertake to advance its mission. The level of participation by SPC and staff will be decided in collaboration with Library leadership and SPC. (The RFP calls for at least five meetings with the SPC. We are including the two strategy sessions (#1 and #2) in this total, but in addition, some SPC meetings may deal with this research component while others may serve as updates and planning sessions to ensure alignment of the strategic planning process with the Library's needs as new information is gathered.)

#### 8. Strategy Session #2: Strategy Development and Refinement

We will design and facilitate a second full-day (again, likely 6 hours) strategy session where participants (hopefully the same participants as in Session #1) will engage with the research we and the SPC/staff have done on the possible strategic directions identified in Session #1 and refine them into a clear mission, measurable goals to advance that mission, and a defined timeline of activities to meet those goals.

## Phase 3: Draft Strategic Direction

#### 9. Draft Strategic Plan

Based on the output of Strategy Session #2, subject to adjustment and refinement in collaboration with the SPC and any staff that contributed to the strategic research discussed above, we will draft a strategic plan. Admittedly, given the depth of engagement with internal and external stakeholders throughout the process, as well as the participation of the SPC to the extent that they desire, this draft will likely not contain any surprises as to the strategies it contains. This broad ownership of the strategy is a key benefit of our approach. Once drafted, we will provide this document to the SPC (and potentially the Board as well) for feedback. If desired, we will present the plan to the SPC and Board in person and engage them in dialogue to collect their feedback in real time. Alternatively, they could provide written comments or we could meet virtually. In our experience, the best approach for this is to have a virtual meeting to discuss written feedback provided in advance.

## Phase 4: Final Report

#### 10. Final Strategic Plan

Based on the feedback we receive, we will deliver a final strategic plan, in a publishable format, that includes:

- Final version of the community profile
- Library mission and vision (possibly updated through this process)
- Measurable, ambitious, and attainable goals
- Activities and a timeline to achieve those goals
- Assessment of the strategic environment (if appropriate, drawing upon the scenarios developed in the process)
- Plan for monitoring and evaluating implementation of the strategic plan, including baseline date recommendations and a process for regular review and updates
- Assessment of and recommendations to bolster the Library's capacity for implementing the plan

#### 11. Board Presentation

We will present that final strategic plan to the Board during a regular monthly meeting. We anticipate that this can be conducted virtually, in part because they will already have had so many opportunities to contribute meaningfully to the planning that there probably won't be anything in the plan that surprises them.

# 12. Project Close-out Call

We will join a one-hour close-out call with the Library Director and any other Library representatives (e.g., SPC) to tie up any remaining loose ends and to share any additional recommendations or next steps.

As for our execution, management, and control of the project, our standards of professionalism ensure that we stay attuned to the clients needs and lead a process that achieves their desired outcome. We believe that the greatest thing you can do to gain reassurance in this regard is to talk to our previous clients and hear how they describe the work we've done for them. Our results speak for themselves.

B. Provide a timeline plan with milestones for this project and include any City of Everett staff time requirements.

We agree that the timeline outlined in the RFP is reasonable and achievable. The table below shows how our proposed sequence of activities aligns to this timeline.

Task or Deliverable	EPLS Staff Requirements	Due Date
In-person Half-day Kick-off Meeting	Board, SPC, and invited guests: 4 hours	June 13, 2025
Document Review	Provide documents	June 27
Draft Community Profile	None	July 2
Community Engagement Design	None	July 11
Community Engagement	Assist in identifying participants and in scheduling, publicizing, and supporting engagement activities	Aug. 15
Strategy Session #1: Future Scenarios and Possible Strategic Directions	Provide venue, identify and invite participants, distribute any advance materials Participants: 1 full day	Aug. 29
Research on Potential Strategies	Participation by SPC and others, as desired	Sept. 12
Strategy Session #2: Strategy Development and Refinement	Provide venue, identify and invite participants, distribute any advance materials Participants: 1 full day	Sept. 26
Draft Strategic Plan	Provide feedback	Oct. 17

Final Strategic Plan	None	Nov. 21
Board Presentation	Board and SPC: 1 hour	Dec. 12
Project Close-out Call	SPC: 1 hour	Dec. 19, 2025

#### C. How will we benefit from your approach?

Our approach, drawn from our over 11 years of experience doing similar work at the national, state, and local levels, will give EPLS not just a strategic plan document, but also the clarity, ownership, and momentum to act strategically in the context of a challenging and uncertain environment. Here's how EPLS will benefit:

# 1) Clarity and Strategic Alignment

We use scenario-based planning and facilitated dialogue to ensure your Strategic Direction reflects a shared understanding across many internal and external stakeholders, while also addressing any divergence of opinion within this group.

#### 2) Deep Engagement of Internal and External Stakeholders

We don't just collect input—we create spaces where people are heard and understood. This includes:

- Multilingual outreach to non-English-speaking communities in various formats
- Broad engagement at all levels of the community
- Internal staff engagement that honors frontline insights and perspectives

This results in a Strategic Direction rooted in the community and endowed with long-term legitimacy.

#### 3) <u>Practical, Measurable Tools for Implementation</u>

Because we understand that a Strategic Direction offers little value if it just sits on a shelf, we will provide a plan that includes:

- Clear, outcome-driven goals tied to community priorities
- Annual milestones and baseline data recommendations
- A built-in process for review and adjustment, based on a robust awareness of multiple potential futures

The Strategic Direction we provide will support day-to-day decision-making and long-term adaptability—ensuring the plan stays relevant as the environment changes, which no doubt it will.

D. How will your approach help us achieve our long-term and short-term goals as listed in specifications Section 2?

We believe you are referring to the following objectives:

- "Develop a strategic planning process that includes significant stakeholder input.
- Deep engagement with internal and external stakeholders, including library staff and communities.
- Creation of a Strategic Direction for EPLS that identifies paths to and includes outcomes and impacts from 2026-2029."
   (RFP 2.2)

Our response to question 2.C. above also answers this question. Overall, our collaborative, responsive, and attuned approach ensures that unique context, priorities, and voices of EPLS and its internal and external stakeholders are reflected at every stage of the process. Our approach will give EPLS a tailored roadmap rooted in an understanding of its strategic environments, rich engagement with community, and a broadly owned strategic direction.

E. What is your availability for this project? Please include a statement of other work currently underway or anticipated to be in progress during the project's time frame and show how you intend to schedule projects so that this project is accomplished as well.

As is usual for in-demand consultants, we have other projects underway, but nothing that would prevent us from effectively completing this project for you. It will, of course, be wise to schedule key events in advance, as much for other people's scheduling as for our own.

The only specific point related to availability is that Eric will be remote-only from June 16 to July 9. For this reason, we would like to hold the in-person kick-off meeting during the week of June 9-13. We have already reserved this week for you on our own calendars, and we would like to get this meeting on everyone's calendars as soon as possible. The work while Eric is unavailable to travel, which includes document review and planning of the community engagement, can easily be accomplished remotely.

F. Describe how the organization will deliver the services for items listed in Section 2 of this RFP. Please include the name and description of any third-party organizations, including sub-consultants, that will participate in the delivery of the services.

As for how we'll deliver the services, we believe we have addressed this question in our responses to other questions in this questionnaire. If any questions remain, we would be happy to answer them via interview or correspondence.

As noted earlier, Whole Mind Strategy is a consulting consortium that draws on numerous trusted partners and subcontractors to meet the capacity and skill set requirements for different projects. Sheffy Minnick, who will lead the community engagement portion of this project (though Eric will still be involved in this component) is a subcontractor who will work on this project under her own company, Facilitation Station, which is a Colorado LLC.

WMS will also engage freelancers for the following activities:

- Putting the final strategic plan in a publishable format (e.g., graphic design)
- Translation of materials into Spanish, Russian, and one other language (if desired)
- G. Describe any relevant software programs that your firm proposes utilizing for this contract.

We will use the usual office software for this project, including Microsoft Office and Google Docs. For any virtual meetings, we have a Zoom account that we can use, or we're happy to use EPLS's virtual meeting platform. For the online survey, we will use an online survey platform such as SurveyMonkey; we're also open to using an existing EPLS platform, if one exists. (There will also be a paper survey community members can fill out if they have limited internet access.)

H. Address any remaining points in the specifications or scope of work, Section 2 that are not described above.

We have nothing further to add here.

# 3. Communication and Customer Service

A. How do you ensure that all stakeholders are kept informed, and what channels will be used for communication?

At the in-person kick-off in early June, we will work with Library leadership, SPC, and Board to establish communication protocols for this project. As for customer service, we are known for partnering closely and effectively with our clients, and we're available to clients by phone, text, or email at the following:

• Phone/text: 571-201-5379

• Email: eric@wholemindstrategy.com

Specific communication requirements for this project include:

 <u>Library leadership and SPC:</u> Based on communication protocol established at in-person kick-off. Our timely interactions with clients, as required by the work itself, usually render fixed check-ins unnecessary, but it is often a good practice to put regular check-ins on the calendar at the beginning of a project, just in case they prove useful.

- <u>Board of Trustees:</u> Based on communication protocol established at in-person kick-off, and under the oversight of the Library Director.
- <u>EPLS staff:</u> We will draft an initial email that the Library Director can send to all EPLS staff to introduce the consultant team. This email will roughly describe the community engagement we will be doing. It will also provide Eric's contact information for any staff who have additional questions or input.
- Stakeholders involved in community engagement: These communications will be proactive (getting on people's calendars as soon as possible) in order to ensure maximum participation. We will try to set dates for community engagement activities during the in-person kick-off, or as soon as possible thereafter. We will then draft emails and other communications that can be sent by the Library Director to potential participants in these processes, such as emails to connect us to interviewees or "save the date" emails/flyers for focus groups or strategy sessions. All of our communications with stakeholders will be coordinated with the Library Director, unless otherwise directed.
- <u>Community members (for surveys):</u> We will draft emails, flyers, and other communications to support the administration of the community engagement surveys.
- B. How do you handle changes or adjustments to the project, and what communication protocols will be in place for such changes?

Most strategic planning projects *do* change in some respect based on what is learned during the process. For this reason, we follow a responsive approach to each project. We will respond organically through the ongoing communications between us and Library leadership. When this happens, very rarely is there a need to modify the contract. That would only be necessary in the event of a significant change in the scope of work, which we don't anticipate here. We are confident that the activities, level of effort, and timeline described in this proposal will—with some minor adjustments along the way in how they are implemented—be sufficient to get you the outcomes you desire.

C. Provide examples that demonstrate your ability to provide effective communication and customer service.

The best evidence of our effective communication and customer service is the number of repeat clients we have. For example, MARINet (the library consortium in Marin County, CA) hired WMS for a follow-up contract after the organizational planning work ended, and Eric has continued to support their implementation of those recommendations. Beth Yoke, who hired Eric to lead strategic planning at YALSA in 2015, hired him again in 2022 when she was in Cincinnati. Similarly, Kitsap Regional Library (headquartered in Bremerton, WA) hired WMS for strategic planning in 2023 on the basis of its deputy director's experience with Eric when she was on the YALSA Board of Directors in 2015. Further, when asked if he could be listed as a reference on this proposal, David Farnan, director of the Boulder (CO) Public Library District, replied by email, "Absolutely!"

Outside of libraries, Eric was hired by the Colorado Community Health Network (CCHN, the state primary care association) to facilitate <u>eight</u> consecutive Board retreats covering many different topics. CCHN trusted Eric so much that they hired him to manage their search for a new CEO, even though he had never led a CEO search before! Within the Federal government, Eric has had an ongoing contract for <u>five</u> years with the U.S. Bureau of Indian Affairs (where he has led multiple instances of strategic planning as well as other organizational activities) and he led strategic planning workshops for the VA Office of Rural Health (ORH) for <u>eight</u> straight years. The inaugural director of ORH then went on to hire Eric on multiple occasions in her new role as vice president at the National Association of Community Health Centers (NACHC).

It is obvious from these examples that Eric's clients view him as a trusted resource that they can go back to again and again for high-quality support and guidance across many different areas of expertise. In addition to these examples, we invite you to review the testimonials included elsewhere in this questionnaire and available on LinkedIn at <a href="https://www.linkedin.com/in/ericmeade">www.linkedin.com/in/ericmeade</a>.

#### 4. Risk, Performance, and Quality Assurance

- A. Submit no more than five (5) completed relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any municipal public library experience. Include the following for each reference:
  - a. Company name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number, start and completion dates
  - d. Contract description and service details

#### **Cincinnati and Hamilton County Public Library**

800 Vine Street
Cincinnati, OH 45202
Beth Yoke, former Chief Strategy Officer

Led a strategic planning process in 2021-22 for the nation's third-largest library, including a staff survey, interviews of internal and external stakeholders, facilitated strategy sessions with external stakeholder participation, Board presentations, and a written strategic plan. The process produced a plan that integrated strategic constructs used in different parts of the organization and provided a means for communicating the library's direction to staff and stakeholders. The resulting strategic plan can be found here.

#### Kitsap Regional Library

1301 Sylvan Way Bremerton, WA 98310 Jason Driver, Library Director

#### jdriver@krl.org

(877) 883-9900

Led a strategic planning process in 2022-23 for Kitsap Regional Library, headquartered in Bremerton, WA, that included a staff survey, interviews, facilitated stakeholder sessions, and a written strategic plan. Critical outcomes of this process were that it provided an opportunity for a new library director to put in place a more inclusive and collaborative leadership culture, and that it provided a means for communicating the library's strategic direction and its value to the community as a basis for future funding. The strategic plan can be found <a href="https://example.com/here">here</a>.

#### **MARINet**

1600 Los Gamos, Suite #190 San Rafael, CA 94903 Jessica Trenary, Systems Administrator <a href="mailto:itrenary@marinet.info">itrenary@marinet.info</a> (415) 473-6775

In 2023-24, led a process to develop staffing and structure recommendations for a county-wide library consortium in Marin County, CA. Recognizing a need for a clearer strategy as an input to the recommendations, the Whole Mind Strategy team facilitated a Board retreat that—according to participants—created the space for important conversations the Board members had not had before. Thus, the project produced not just the required recommendations on staffing and structure, but also the foundation of a strategic plan that the Board went on to develop further over the following year. They also signed a follow-up contract with Eric to support the implementation.

#### **Boulder Public Library District**

1001 Arapahoe Ave Boulder, CO 80302 David Farnan, Director farnand@boulderlibrary.org

(303) 441-3100

In 2024, facilitated a Board retreat as the library completed its initial work to transition from city library to library district with its own tax base. (This had been approved in a ballot initiative the previous year.) The Board retreat was critical in helping the newly appointed Board members establish processes, norms, and mutual expectations as they moved beyond the initial "start-up" phase.

#### U.S. Bureau of Indian Affairs, Safety of Dams Branch

13922 Denver West Parkway Lakewood, CO 80401 Rodney W. Eisenbraun, Branch Chief rodney.eisenbraun@bia.gov (303) 913-7158

Led multiple rounds of strategic planning over a period of six years (2019-present) for both the Safety of Dams Branch and the Division of Water & Power (DWP) of which it is

a part. Also conducted multiple years of staff satisfaction surveys and provided other strategic and organizational guidance.

B. Provide feedback collected from previous customers regarding your performance.

Here's what clients have said about Whole Mind Strategy principal Eric Meade:

- "What you've been able to do here in Memphis is to help people think not just 'outside the box' but 'outside the building.' You've enabled people to go beyond the conventional strategic planning process or the 'boiler plate' strategic planning process that most institutions use. With the way you first of all listen and second of all encourage openness, you have the capacity for people to trust you almost instantly."
  - -Robert R. Waller, MD, Former CEO, The Mayo Clinic
- "Eric has been an invaluable partner to MARINet. As a trusted advisor, he brought clarity and perspective to our leadership team during a time of transition and uncertainty. His thoughtful approach to organizational planning helped us surface tough issues, navigate differing perspectives, and move forward with confidence. Eric listens deeply, asks insightful questions, and helped our group uncover the insights we needed to chart a clear path forward. He also brought a welcome sense of humor and was genuinely enjoyable to work with, making even the hardest conversations feel more approachable. I would recommend Eric to any organization looking for clarity, candor, and a truly collaborative process."—Jessica Trenary, Systems Administrator, MARINet
- "Having Eric facilitate our strategic planning process has exceeded my hopes for the product itself and has provided an exceptional professional development opportunity for our team as well. He has a rare ability to move between roles of facilitator, content expert, coach, confidant, and fellow practitioner, humbly ensuring the best ideas prevail regardless of their source. I value his insights enormously, and would trust him with any project. All of that, plus a dry wit and writer's talent for synthesizing ideas make him one of the finest facilitators I've ever had the pleasure of working with."
  - —Bill Fulton, Founder and Executive Director, The Civic Canopy
- "I have had the pleasure of working with Eric in three health-related venues academic strategic planning for a new school of public health, organizational restructuring for a community health initiative, and strategic planning for a national society of behavioral and prevention scientists. This allowed me to see his talent and ability to adapt to unique audiences and circumstances. His intelligence, wit, and deep motivation to have each group consider their future in aspirational terms are key aspects of his effectiveness. I enjoyed each experience and would work with Eric again in a moment."

- —Lisa M. Klesges, Professor of Surgery, Div of Public Health Sciences, Dept of Surgery, Washington University School of Medicine
- "Eric is gifted at combining current business methodologies and creative approaches to establish a safe place for big thinking. He innately knows when and how far to push individuals and organizations to help them move forward into a newly desired end-state. As a facilitator he finds opportunities to spotlight individuals' strengths while supporting them through more challenging exercises-giving them a safe space to learn and grow. Eric designed and facilitated several strategic and operational planning sessions for my government client. He studied the data provided, listened to staff, read the emotional environment and created a tailored program that deliberately pushed the program office into new areas within a safe space allowing for more creative thinking anchored in reality. As a result, the team participated more actively, developed stronger ideas, and created actionable plans. Working with Eric is a professional treat."
  —Emily Oehler, Director, Guidehouse
- "I've encountered dozens of facilitators and trainers and Eric is the best of all of them. He prepares for workshops, learns about your issues, is professional and approachable. During complex workshops he has a unique ability to read the needs of the participants and shift on the fly to keep up momentum. He knows many facilitation/strategy tools, but is not reliant on them. He is not afraid to say the unsaid and ask probing questions. Through humor, listening, and prompting, Eric transforms groups of individuals to a team of friends. And then, as a futurist, he helps them discover and embrace their possibilities for greatness. Very highly recommended."
  - -Mark E. Baker, P.E., formerly Dam Safety Officer, National Park Service
- "Eric took on the challenge of addressing some complicated and long-standing issues centered on improving the climate in our department—not a job for the faint of heart! Eric took the time to speak with multiple people prior to our meeting/retreat, and he handled the meeting with a combination of authority and sensitivity that was highly effective. With his guidance, we have uncovered issues to discuss and have started to have some important difficult conversations that will move us forward. High praise!"
  - —Jane Roberts, Chair, Department of Psychology University of South Carolina
- "I am delighted to be able to recommend Eric who is one of those rare and insightful people who can create safe spaces for organizations and individuals to contemplate change. His facilitation skills are excellent particularly in respect of helping frame strategic solutions. He fosters bravery in those with whom he works. He is systematic but consummately flexible. Eric is one of the brightest thinkers around, driven by a core set of values that shine through to all that have the benefit of working with him. I hope to have the chance to work with Eric again in the not too distant future and would not hesitate to recommend his services to

others faced with the challenge of needing to bridge from today's environment to the opportunity of tomorrow's world."

- —Antony Sheehan, Fellow, Institute for Healthcare Improvement
- "Eric has a great command of futuristic thinking and looking at events and trends which lead to changes in the way we operate. Eric has engaged audiences with his easy-going style on trends leading to a different way of viewing healthcare and government functioning in meetings I attended. He has a unique perspective of seeing trends that many of us miss in our day to day work. Eric makes you think in non-traditional ways and see events and trends from a different view. I highly recommend talking with Eric to get a thought-provoking perspective on business, government, and world trends as it might affect your future direction." —Chris De Francisci, Principal, The MITRE Corporation
- C. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

We have **never defaulted** on a contract and have always delivered on time and within budget.

## FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

#### **INELIGIBILITY AND VOLUNTARY EXCLUSION**

#### LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.
The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),
document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.
The Supplier, Whole Mind Stategall Certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.
Call
Signature of Authorized Official
Principal 4/15/2025

Title of Authorized Official

Date

#### FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION **REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN**

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER **INELIGIBILITY AND VOLUNTARY EXCLUSION** LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE

AFFILIATED WITH THE WORK IN THIS QU PACKAGE.	OTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION
The Lower Tier Participant (Applicant for	a third-party subcontract or subgrant under a federal funded project),
Twenty Seven LLC, DBA Facilitation Station	hereinafter referred to as <i>Supplier</i> , certifies, by submission of this
	s is presently debarred, suspended, proposed for debarment, declared rticipation in this transaction by any federal department or agency.
Where the Supplier is unable to certify to explanation to this submittal.	any of the statements in this certification, such Supplier must attach an
	ation Station, certifies or affirms the truthfulness and accuracy of the or with this certification and understands that the provisions of 31 the thereto.
ML	
Signature of Authorized Official	
Founder & Consultant	04/15/2025
Title of Authorized Official	Date

## EXHIBIT C PROFESSIONAL SERVICES AGREEMENT (ATTACHED)

### **Q&A** Center

## Following Q&A center items have been published by the buying organization for Solicitation RFP 2025-027

#### **Solicitation Information**

Title: Everett Library Strategic Plan

#### **Description:**

Everett Public Library (EPLS) is requesting proposals for a strategic consultant to develop a strategic planning process and plan that will result in EPLS's final Strategic Direction for 2026-2029.

**Delivery Terms:** See Delivery Notes

Payment Terms: See Payment Notes

#### **Contact Information**

City of Everett
Theresa Bauccio-Teschlog
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States
Tel: (425) 257- 8901
bids@everettwa.gov

Start Date: Mar 25, 2025 6:00 PM PDT Open Date: Apr 17, 2025 11:59 PM PDT

Collaboration Start Date: Mar 25, 2025 6:15 PM PDT Collaboration End Date: Apr 06, 2025 11:59 PM PDT

Vendor may e-mail buyer directly: Yes

#### Following Questions and Answers have been published:

Question	Answer	Date Submitted	Date Responded	Attachments
Is there a project budget allocated for this work?	The library has initially budgeted up to \$50,000 for this project, but the board may authorize additional expenses.	Mar 31, 2025	Mar 31, 2025	Total:0
Is there a preference to in-person, virtual, or a combination of both for facilitation and meetings?  o If in-person is expected, approximately how many in-person sessions or what % of time in person?	In-person meetings would be preferred for any community or staff focus groups and engagement sessions. Project meetings can be virtual or in person.	Mar 31, 2025	Mar 31, 2025	Total:0

Created: Mar 31, 2025 8:31:34 PM

### **Q&A** Center

## Following Q&A center items have been published by the buying organization for Solicitation RFP 2025-027

#### **Solicitation Information**

Title: Everett Library Strategic Plan

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**Delivery Terms:** See Delivery Notes

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#### **Contact Information**

City of Everett
Theresa Bauccio-Teschlog
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States
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Vendor may e-mail buyer directly: Yes

#### Following Questions and Answers have been published:

Question	Answer	Attachments		
Our budgeting typically covers our hours and not hard costs, because many hard costs aren't finalized until after the launch meeting with our clients — or even later, based on decisions made during the course of the work. For example, if we proceed with formal focus groups, we will sometimes recommend incentives for participation, such as stipends, that can't be accurately estimated up front. What are your expectations around this?	Form 4.02 requires proposers to provide a firm fixed, not-to-exceed amount for all deliverables listed and services proposed.	Apr 06, 2025	Apr 08, 2025	Total:0
Can you provide the existing strategic plan?	The past two strategic plans will be provided in the attachments area.	Apr 07, 2025	Apr 07, 2025	Total:0
Is the contract term seven months, from June 2025 to December 2025, or are there additional expectations of the supplier after December 2025?	The contract term is listed on the cover page of the Request for Proposal.	Apr 07, 2025	Apr 07, 2025	Total:0
Is deliverable 2.3.B.7 different than the deliverables in 2.3.C & 2.3.D? If different, could you please clarify what the specific differences are in terms of scope, expectations, and any required output?	Section 2.3.D details project coordination and engagement expectations across all phases. Sections 2.3C and 2.3.D detail the minimum expectations for the deliverables.	Apr 07, 2025	Apr 07, 2025	Total:0
Can the page numbers currently listed on the mandatory forms be replaced with the corresponding page numbers they will occupy in the proposal since the forms will be part of the submission?	Proposal Submittal requirements are listed in Section 4.	Apr 07, 2025	Apr 07, 2025	Total:0
Since I am an LLC without employees and a freelance sub-consultant will be collaborating and also does not have employees, do we need to comply with the Workers'  Compensation Insurance requirement outlined in the agreement?	If awarded the contract, you may request a waiver. In Washington State, Independent contractors, sole proprietors, or limited liability companies (LLCs) with one domestic worker in a private home who works less than 40 hours per week may be exempt from workers' compensation insurance.	Apr 07, 2025	Apr 07, 2025	Total:0
Do both my LLC and the freelance sub- consultant who will collaborate on this project need to maintain Commercial General Liability (CGL) Insurance as specified in the agreement, or is it sufficient for just my LLC to have coverage as the prime supplier?	The insurance requirements are listed in the draft contract.	Apr 07, 2025	Apr 07, 2025	Total:0

Exhibit C to Professional Services Agreement				
Since I will be using my personal car to commute just a handful of miles to the owner's location for meetings, and I will not be transporting goods or conducting other business-related activities, does my current personal auto insurance cover this, or do I need to obtain Business Automobile Liability Insurance as specified in the agreement?	It depends on your insurance policy; check with your insurance carrier.	Apr 07, 2025	Apr 07, 2025	Total:0
Is this insurance necessary for both my LLC and the freelance sub-consultant collaborating on this project, or will compliance by my LLC as the prime supplier suffice?	Insurance requirements are listed in the draft contract.	Apr 07, 2025	Apr 07, 2025	Total:0
Given that the contract award is expected in May and the project start is anticipated for June, could you clarify the timeline for submitting proof of insurance? Additionally, considering potential delays in processing or obtaining them, would the City be open to providing a grace period or flexible timeline for submitting the insurance documents to ensure compliance?	Insurance documents will be requested from the highest-scored proposer following proposal evaluations.	Apr 07, 2025	Apr 07, 2025	Total:0
Who will be on the Strategic Planning Committee, how many members will there be, and what role did you foresee with them when you included them in the RFP?	The Strategic Planning Committee will be small. It will consist of the Library Director, a Board member, and likely one additional staff member and/or community member. Due to the smaller size of our staff, we hope to have ample opportunity for full-staff and community input throughout the process. We foresee that the planning committee will help keep the project moving forward – they will help identify priorities, allocate resources, coordinate work, analyze data, make decisions, and help be the conduit between the library, consultant, and community.	Apr 01, 2025	Apr 07, 2025	Total:0
On page nine of the RFP, section B.6 states that the Library Director will lead the Strategic Planning Committee. How many members are on the Strategic Planning Committee, and who comprises it (e.g., members of the Board of Trustees, other members of the community, library staff, etc.)?	The Strategic Planning Committee will be small. It will consist of the Library Director, a Board member, and likely one additional staff member and community member. Due to the smaller size of our staff, we hope to have ample opportunity for full-staff input throughout the process.	Apr 07, 2025	Apr 07, 2025	Total:0
What are the specific environments you refer to in the milestone/deliverable: "An assessment of EPLS's environments, including evaluation of strengths and weaknesses, quality of services, management, budget and resources, etc."?	Environments, in this case, may include social, economic, physical, political, etc.	Apr 06, 2025	Apr 07, 2025	Total:0

	Exhibit C to I folessional Services Agre		1	1
How large is the EPLS strategic planning committee, and who do its members represent? Does it have a clear decision-making process in place, and, if not, are you comfortable collaborating with us to establish one from the start? (We are asking because we have found it to be supportive to strategic planning processes like this.)	Answer: The Strategic Planning Committee will be small. It will consist of the Library Director, a Board member, and likely one additional staff member and/or community member. Due to the smaller size of our staff, we hope to have ample opportunity for full-staff and community input throughout the process. We foresee that the planning committee will help keep the project moving forward – they will help identify priorities, allocate resources, coordinate work, analyze data, make decisions, and help be the conduit between the library, consultant, and community. We would be happy to collaborate on establishing a clear decision-making process at the start of the project.	Apr 06, 2025	Apr 07, 2025	Total:0
The term "community" is used frequently in the RFP. Can you share more about how you define this? For example, is "community" limited to library patrons or does it extend beyond them? Understanding the size (and identity) will guide our proposed approach and help us accurately estimate budget.	Community refers to both our community of library patrons and the greater Everett community and subcommunities that we may not be currently reaching effectively.	Apr 06, 2025	Apr 07, 2025	Total:0
Under Milestones and Deliverables, one of the activities is to "collect community demographic information." Does this refer to the library community (e.g., patrons), or to Everett more generally? What specific demographic data do you hope to collect outside of publicly available Census data? What data do you already have?	Community, in this case, refers to both our community of library users and our larger Everett community. Outside of census data, we do not have a lot of gathered data. We would like a better view of our full community and who our current patrons are.	Apr 06, 2025	Apr 07, 2025	Total:0
The timeline you propose is fairly aggressive for the level of stakeholder engagement you've outlined. What is driving your timeline, and do you have flexibility to shift the deadline to prioritize deeper community engagement? We're also curious about whether you have past stakeholder engagement research that could inform the plan.	The timeline is driven by a goal to have a new plan in place by the end of 2025. We may consider an option to shift the timeline for more impactful community engagement. While we do have program evaluations and surveys we do not have a lot of additional formal stakeholder engagement research.	Apr 06, 2025	Apr 07, 2025	Total:0
At the end of the strategic planning process, do you hope to have a visionary plan — knowing that you might need to right-size it to your organizational budget later, given the financial realities you described in the RFP? Or would you prefer a proposed process that yields stepped options that you can choose from based on how your budget evolves?	We are looking to have a plan that identifies paths to and includes outcomes and goals that are ambitious, yet attainable. And we are hoping for a plan that includes a process for regular review, evaluation and adjustment that may be needed due to climate changes, including budgetary. This can include making recommendations for changes that would better position the library to accomplish goals and/or include stepped options.	Apr 06, 2025	Apr 07, 2025	Total:0

If you chose to work with us, and we decide together that the scope and budget needs to be adjusted (up or down), what ability do we have to make that change after a contract is signed?	Answer: Form 4.02 requires proposers to provide a firm fixed, not-to-exceed amount for all deliverables listed and services proposed. Once the final scope is negotiated, the contract will be written for a firm fixed not to exceed amount.	Apr 06, 2025	Apr 07, 2025	Total:0
What languages other than English should the consultant consider when designing the means to gather input from the community? What capacity on the part of library staff should the consultant assume will be available to help with any translation or interpretation for these languages?	Russian is likely the next most spoken language after English and Spanish. In your proposal response, include the cost of providing suggested translated materials.	Apr 01, 2025	Apr 07, 2025	Total:0
Who are the "prioritized communities" referenced in 2.3.B.5 in the scope of work?	There is no firm list of prioritized communities. The hope is to work with the strategic planning committee, staff, stakeholders, and the consultant to identify/solidify these priorities.	Apr 01, 2025	Apr 07, 2025	Total:0



### **PROCUREMENT**

## Request for Proposal #2025-027

Procurement Professional Point of Contact: Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB Procurement Manager (425) 257-8901 bids@everettwa.gov

#### **Everett Library Strategic Plan**

<b>TIMELINE</b> - The following represents the schedule for this solicitation.			
Event	<u>Date</u>		
Issue Date	March 25, 2025		
Deadline for Final Questions	April 6, 2025, by 11:59 p.m. Pacific Time		
Proposal Due Date	April 17, 2025 at 11:59 p.m. Pacific Time		
Anticipated Award	May 2025		
Anticipated Contract Start Date	June 1, 2025		
Anticipated Contract Term	2 years with one (1) one-year extension option at the sole discretion of the City of Everett		

#### E-mailed or delivered Proposals are acceptable.

#### **Submit Proposals to:**

E-mail: bids@everettwa.gov OR

If delivery to Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, call to access the locked elevator.

Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response **plus three complete identical copies** with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

**Information & Addenda:** All Information, including Addenda regarding this solicitation, can be found at: https://www.everettwa.gov/2713/Bid-opportunities

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.

**Questions:** All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact with the City of Everett employees or contractors regarding this Request for Proposal may result in disqualification. The City of Everett will consider any oral communications unofficial and non-binding. Proposers should rely only on written statements issued by the individual named above.

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#### **SECTION 1 - INSTRUCTIONS**

#### 1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted using the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for more than ninety (90) days.

#### 1.2 OFFER PERIOD

All Proposals submitted must remain open for ninety (90) days from the receipt date. The City of Everett reserves the right to extend this period.

#### 1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. The supplier must supply any justification and additional information that will facilitate the City of Everett's evaluation and decision. Any approved extension will be issued as an addendum.

#### 1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

#### 1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be canceled.

#### 1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions, and specifications of this Request for Proposal.

#### 1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

#### 1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

#### 1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<a href="https://www.sam.gov">https://www.sam.gov</a>

#### 1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

#### 1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at <a href="https://everett.municipal.codes/">https://everett.municipal.codes/</a>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

#### 1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

#### 1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

#### A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest, and any other material submitted in response to this RFP.

#### B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and, except to the extent protected by state and or federal laws, will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process unless otherwise required by law.

#### C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as "CONFIDENTIAL" any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review, and the proposer's designation of confidential may or may not be upheld by a Court.

#### D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the "CONFIDENTIAL" portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

#### E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked "CONFIDENTIAL," the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer's sole expense and liability. If the proposer does not, within such ten (10) business days, serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from the disclosure of the material marked "CONFIDENTIAL," then the proposer will be deemed to have consented to the public disclosure of the material marked "Confidential," and the City may publicly disclose such material without any liability whatsoever to the proposer.

#### F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of the proposer's material marked "CONFIDENTIAL," the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend, and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys' fees and costs the City incurs arising from or relating to such withholding from disclosure.

#### G. Consent to Procedure

Proposers, by submission of materials marked "CONFIDENTIAL," acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

#### 1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

#### 1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

#### 1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

#### 1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

#### 1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

#### 1.19 COOPERATIVE PURCHASING

**Suppliers:** RCW 39.34 allows cooperative purchasing between public agencies, also called political subdivisions. Public agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from the City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

#### **SECTION 2 – SCOPE OF WORK**

#### 2.1 <u>INTENT & BACKGROUND</u>

Everett Public Library (EPLS) is requesting proposals for a strategic consultant to develop a strategic planning process and plan that will result in EPLS's final Strategic Direction for 2026-2029.

EPLS is a municipal public library serving approximately 111,000 people in Everett, Washington.

In 2024, EPLS welcomed over 580,000 visitors through our doors, and patrons checked out 611,361 items in print and digital.

Library programs, services, and events are provided in person, online, in libraries, and in the community in schools, partner locations, and at community events. EPLS collaborates with individuals, families, non-profits, other government agencies, and schools. EPLS's 2025 approved budget is \$5,293,711.

EPLS's most recent strategic plan, 2020-2024, extended through 2025, focuses on exceptional experiences, education and lifelong learning, engagement and inclusion, literacy and the cultural arts, and organizational culture and efficiency. EPLS's mission is to connect the community and all its members to resources and services that inform, educate, and entertain, provide open access to lifelong learning, and embrace the future while preserving the past.

Like other regions in Washington State and the nation, especially since the COVID-19 pandemic, the communities EPLS serves face many challenges, including affordable housing, homelessness, and mental health and opioid addiction. EPLS is responding to these challenges through programming, collection, staff training, partnerships, and efforts to engage with all communities in the service area.

The City of Everett, along with other taxing districts, is restricted to a one percent (1%) increase in property tax levy, which has led to a structural deficit in the City's general fund. The City's general fund is the source for roughly 96% of EPLS funding.

#### 2.2 STRATEGIC PLAN OBJECTIVES

EPLS expects to achieve the following objectives through this consultant solicitation:

- A. Develop a strategic planning process that includes significant stakeholder input.
- B. Deep engagement with internal and external stakeholders, including library staff and communities.
- C. Creation of a Strategic Direction for EPLS that identifies paths to and includes outcomes and impacts from 2026-2029.

#### 2.3 MILESTONES AND DELIVERABLES

The expectation is that the Library Strategic Plan will include, at a minimum, the following information:

#### A. Initial Project Planning

- 1. Develop a detailed project plan for each phase of the project.
- 2. Present an overview describing the consultant timeline, approach, and work plan to EPLS's Board of Trustees, leadership, staff, stakeholders, and patrons.

#### B. Project Coordination and Engagement across all phases

- 1. Lead an in-person kickoff meeting with EPLS leadership and the Board of Trustees.
- 2. Collect, analyze, and report community demographic information.
- 3. Coordinate with the EPLS Strategic Planning Committee to ensure the process is comprehensive, inclusive, and relevant.
- 4. Design and implement an engagement plan, including components for patrons and non-users who speak languages other than English, including focus groups, surveys, and other information-gathering techniques with Library leadership, staff, patrons, non-users, and other stakeholders to determine the direction of EPLS.
- 5. Coordinate with EPLS on engagement with prioritized communities.
- 6. Organize, plan, and lead all project meetings and review deliverables with the Strategic Planning Committee. The Strategic Planning Committee will be led by the Library Director and will meet at least five (5) times throughout the project. Some of those meetings may be virtual, but at least two (2) project meetings will be in person.
- 7. Create a Strategic Direction that will have measurable, annual goals.
- 8. Clear and compelling integration of community representation as a foundational element of the Strategic Direction.

#### C. Develop a draft Strategic Direction

- 1. An ideal plan would include the following
  - a. An up-to-date community profile.
  - b. Recommendations on revisions to the mission and vision based on the engagement process.
  - c. Clear, ambitious, attainable goals to advance EPLS's mission.
  - d. An assessment of EPLS's environments, including evaluation of strengths and weaknesses, quality of services, management, budget and resources, etc.
  - e. A process for regular review, evaluation, and adjustment to the plan resulting from changes in the economic, demographic, budgetary, or political climate.
  - f. Recommendations for baseline data needs for measurement and evaluation.
  - g. An assessment of organizational readiness that discusses the current capacity for implementing the Strategic Direction as described and makes recommendations for changes that would better position EPLS to accomplish stated goals.
- 2. Review the draft with the Strategic Planning Committee and Board of Trustees.

#### D. Final Report

- 1. Create a final Strategic Direction in a publishable format, including a final written report, written executive summary, and a PowerPoint Presentation summarizing 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.

#### 2.4 PROPOSED TIMELINE

The selected firm will complete all work and deliverables of this project by the end of the 2025 calendar year. This will include:

A. June 2025 - Initial project planning and coordination with the Strategic Planning Committee, June 2025.

- B. July through September 2025 Deep engagement with staff, library patrons and non-users, and community stakeholders to secure input and insights into the development of the strategic plan.
- C. October 2025 Development of Draft Report.
- D. November 2025 Review of draft report with key stakeholders.
- E. December 2025 Presentation of final deliverables to EPLS.

#### 2.5 **SUPPLIER RESPONSIBILITIES**

#### A. Communications

The Supplier will report to the Project Manager and, as needed, provide internal communications and messages in the form of oral and written memos to the Project Manager.

#### B. Meetings

The Supplier will attend various meetings, as suggested in Section 2.3.B. The awarded supplier should include and identify specific recommended meetings in their proposal response.

#### 2.6 CITY OF EVERETT RESPONSIBILITIES

The Everett Public Library staff will be responsible for the following:

- Primary contact for Supplier.
- Providing background and requirements, available data, and reports to support analysis and the existing strategic plan.
- Coordinate review of consultant deliverables.

#### 2.7 WORK MADE FOR HIRE

All Deliverables, in whole and in part, shall be deemed works made for hire of the City of Everett for all purposes of copyright law, and copyright shall belong solely to the City of Everett. To the extent that any such Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Awarded Supplier agrees to assign, and hereby assigns, all right, title and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to the City of Everett.

#### 2.8 CHANGES TO THE SCOPE OF WORK

The City reserves the right to add or delete similar services, such as follow-on reports or report updates, to this contract as necessary. In the event of a change, the City of Everett will provide the supplier with thirty (30) days' written notice of such change.

In addition, the City of Everett reserves the right to make changes, additions to, or deductions from this Scope of Work provided that they conform to the general scope of the contract. The Supplier will not affect any change without the prior written approval of the City.

#### 2.9 CONTRACT TRANSITION

In the event of a follow-on contract award to another supplier, the Proposer shall ensure a cooperative and smooth transition to a new contract provider and shall provide all records, status reports, and contract files as agreed with the provided notice of termination.

#### 2.10 PRICING ADJUSTMENTS

Prices shall remain firm for the duration of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be requested on an annual basis after the initial contract period. The Supplier shall supply documentation satisfactory to the City of Everett, such as documented changes to the Consumer Price Index for the Seattle-Tacoma-Bellevue area or a manufacturer's published modification of price change(s).

The City of Everett will evaluate this information to determine if revising the price is fair and reasonable to the city's satisfaction. Requests for any such change must be made in writing to the Procurement Division. The city will issue a written contract amendment that will institute the price adjustment, provide the new prices, and establish the effective date for the new prices.

The Supplier shall give the City of Everett Procurement Division sixty (60) calendar days written notice before the effective date of the price increase. If the price increase request is not approved, the City may cancel the contract.

#### 2.11 PAYMENT

Within thirty (30) days after delivery, acceptance of the items ordered, and a properly prepared invoice, but not more often than once per month, the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered, or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable PO Box 12130 Everett, WA 98206 accountspayable@everettwa.gov

#### **SECTION 3 – PROPOSAL EVALUATION PROCESS**

#### 3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

#### 3.2 <u>SELECTION PROCESS</u>

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

#### 3.3 CONTRACT AWARD AND EXECUTION

A contract award will be given to the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, and all other terms and conditions of the contract in its final form.

#### 3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	60	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	80	Evaluate responses to Questionnaire 4.03.
3	Communication and Customer Service	30	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	30	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	50	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices:  • are realistic for the work to be performed and  • demonstrate that the Supplier understands the Scope of Work.
	Total	250	

#### 3.5 <u>INTERVIEWS</u>

The City of Everett may request interviews with the highest-ranked supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. Finalist(s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

#### <u>SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS</u>

#### 4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)
- 2. Price Sheet (included)
- **3.** Narrative responses to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)

#### 4.2 **SUGGESTED RESPONSE FORMAT**

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 re-type the question before responding

#### FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

#### REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN

State:	ZIP:			
UBI #:				
sole proprietorship.				
e (DBE)   Minority Business	Enterprise (MBE) 🗌 Women			
Certification number:				
City of Everett Business	License #			
Supplier Contact Name (if different from Authorizing Official):  Supplier Contact Title:				
Supplier Contact Email: Supplier Contact Direct Phone:				
State:	ZIP:			
	UBI #:  sole proprietorship.  se (DBE)			

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and <b>Date</b> :	

#### **FORM 4.02 PRICE SHEET**

#### **REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN**

Supplier Name:

#### Prices must include providing all services as detailed in the Scope of Work.

- 1. Complete the price sheet. Provide a firm fixed, not to exceed, lump sum amount for Section A and each deliverable that includes all services listed in Section 2.
- 2. Clearly identify any services mentioned in your response that are not included in your proposed fee, such as services that would be an additional expense.
- 3. Optionally, identify any additional services and provide firm fixed hourly rates for those services.

A.	Library Strategic Process and Plan	Firm Fixed,	\$
		Not To Exceed	

Task Breakdown	# of hours for	Cost
	task	
Deliverable: Initial Project Planning		\$
<b>Deliverable</b> : Project Coordination & Engagement across all phases		\$
Deliverable: Draft Report		\$
Deliverable: Final Report		\$

B.	Additional Services: Provide hourly rates for follow-on services that the consultant may provide to supplement the initial scope of work.	
	Service Description	Hourly Rate
		\$
		\$
		\$
		\$
		\$

#### **FORM 4.03 QUESTIONNAIRE**

Suppliers must complete this "Questionnaire," providing the information in the same order requested below. In their narrative, suppliers may emphasize any areas of their proposal that they believe exceed our requirements.

#### 1. Qualifications and Relevant Experience

- **A.** Briefly describe your company. Include how long the company has been in business.
- **B.** Describe the qualifications of your company, as well as its business experience and achievements.
- **C.** If awarded this contract, who are you proposing to be the project manager? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, years of applicable licenses, etc.? Provide a list of three major projects that the person has led.
- **D.** Provide names, tenure, roles, and responsibilities for each key team member engaged in providing the related services.
- E. Do you have any representatives in Washington State or the Northwest Region?
- F. What characteristics most distinguish your organization from your competitors?

#### 2. Technical Capability, Approach, and Capacity

- **A.** What is your approach to this project? List the primary features or work tasks. Describe your execution, management, and control of the project.
- **B.** Provide a timeline plan with milestones for this project and include any City of Everett staff time requirements.
- **C.** How will we benefit from your approach?
- **D.** How will your approach help us achieve our long-term and short-term goals as listed in specifications Section 2?
- **E.** What is your availability for this project? Please include a statement of other work currently underway or anticipated to be in progress during the project's time frame and show how you intend to schedule projects so that this project is accomplished as well.
- **F.** Describe how the organization will deliver the services for items listed in Section 2 of this RFP. Please include the name and description of any third-party organizations, including subconsultants, that will participate in the delivery of the services.
- **G.** Describe any relevant software programs that your firm proposes utilizing for this contract.
- **H.** Address any remaining points in the specifications or scope of work, Section 2 that are not described above.

#### 3. Communication and Customer Service

- **A.** How do you ensure that all stakeholders are kept informed, and what channels will be used for communication?
- **B.** How do you handle changes or adjustments to the project, and what communication protocols will be in place for such changes?
- **C.** Provide examples that demonstrate your ability to provide effective communication and customer service.

#### 4. Risk, Performance, and Quality Assurance

- **A.** Submit no more than five (5) completed relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any municipal public library experience. Include the following for each reference:
  - a. Company name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number, start and completion dates
  - d. Contract description and service details
- **B.** Provide feedback collected from previous customers regarding your performance.
- **C.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.

## FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION REQUEST FOR PROPOSAL #2025-027 LIBRARY STRATEGIC PLAN

# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applican	t for a third-party subcontract or subgrant under a federal funded project),
	handinaftan nafamada aa Comulian aantifiaa lawa hadaalan afabia
	hereinafter referred to as <i>Supplier</i> , certifies, by submission of this
document, that neither it nor its prin	ncipals is presently debarred, suspended, proposed for debarment, declared
ineligible or voluntarily excluded fro	m participation in this transaction by any federal department or agency.
,	, , , , , , , , , , , , , , , , , , , ,
Where the Supplier is unable to cert	ify to any of the statements in this certification, such Supplier must attach an
explanation to this submittal.	
The Court of	
ine Supplier,	, certifies or affirms the truthfulness and accuracy of the
contents of the statements submitt	ed on or with this certification and understands that the provisions of 31
U.S.C. Section 3801 et seq. are appl	icable thereto.
<u></u>	
	<del></del>
Signature of Authorized Official	
Signature of Authorized Official	
Title of Authorized Official	Date
THE OF AUTHORIZED OFFICIAL	שמכ

#### **SECTION 5 – ACRONYMS & DEFINITIONS**

Bidder: see "Supplier".

CFR: Code of Federal Regulations.

**City Facility:** the location(s) work is to be performed.

**City:** refers to the City of Everett ("COE"), located in Washington State.

**Code Requirement:** all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here: <a href="https://everett.municipal.codes/EMC/16">https://everett.municipal.codes/EMC/16</a>

Contractor: see "Supplier".

Contract Administrator: see "Procurement Professional".

Cost Analysis: comparison of offered price to the offeror's own costs and evaluation of the difference (profit).

**Desired Features:** features that a requested commodity or solution does not have to possess to be considered responsive. However, the inclusion of such features is considered value-added quality that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

**Equipment:** an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

**Inspection:** assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see "Supplier".

Maintenance: work performed to preserve equipment performance and condition.

**Mandatory Features:** a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see "Shall".

Offeror: see "Supplier".

**OSHA:** Occupational Safety and Health Administration.

**Price Analysis:** comparison of proposed price to comparable pricing data.

**Prime Contractor:** see "Supplier".

**Procurement Professional:** the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

**Project Manager**: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor's primary point of contact and acts as the agency's representative in charge of work at the site.

Proposer: see "Supplier".

**RCW:** Revised Code of Washington.

Recipient: see "City".

**Shall or Must:** the terms "shall" or "must" are used whenever a specification expresses a requirement by either the City or the Supplier.

**Subcontractor**: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

**Submittals:** information that is submitted to the City of Everett by the Supplier.

**Supplier:** the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

**UCC:** Uniform Commercial Code.

**WAC:** Washington Administrative Code.

**WISHA:** Washington Industrial Safety and Health Act of 1973.

- any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
- 22. <u>Waiver</u>. Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
- 23. <u>Complete Agreement</u>. This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 24. <u>Modification of Agreement.</u> This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
- 25. <u>Severability</u>. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.

#### 26. Notices.

- A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
- B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
- 27. <u>Venue</u>. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
- 28. **Governing Law**. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
- 29. <u>City Marks</u>. Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 30. **No Personal Liability**. No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- 31. Federal Debarment. Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at https://www.epls.gov/epls/search.do. Service Provider shall keep proof of such verification within Service Provider records.
- 32. <u>Signature/Counterparts</u>. This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto of either party will be deemed an original signature and will be fully enforceable as an original signature.
- 33. <u>Standard Document.</u> This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of

## 2025-027 Library Strategic Plan\_052025\_SD

Final Audit Report 2025-05-28

Created: 2025-05-23

By: Ashleigh Scott (AScott@everettwa.gov)

Status: Signed

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