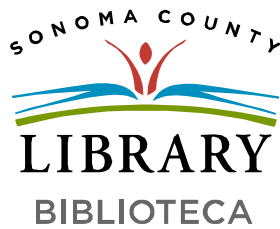


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Sarah Laggos  
Barbara Mackenzie  
Tina Poles

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## **REQUEST FOR PROPOSALS FOR Security Guard and Patrol Services**

Proposals must be received by **January 31, 2025, 5:00 p.m.** at the following address by 5:00 p.m. on January 31, 2025.

**Deadline for Submitting Proposals:**

**January 31, 2025, 5:00 p.m.**

**Sonoma County Library**

**6135 State Farm Drive**

**Rohnert Park, CA 94928**

**REQUEST FOR PROPOSALS**  
**For**  
**Security Guard and Patrol Services**

**TO WORK WITH THE SONOMA COUNTY LIBRARY,  
SONOMA COUNTY, CALIFORNIA**

**INTRODUCTION**

The purpose of this Request for Proposals (RFP) is to identify and retain a firm for Security Guard and Patrol Services.

**NOTICE IS HEREBY GIVEN:**

That the Sonoma County Library, Public Services Department, will receive proposals from firms for the Security Guard and Patrol Services as outlined in this RFP by the date and at the address listed below.

**PROPOSALS DUE:**

5:00 p.m., Pacific Time, on **January 31, 2025**

Sonoma County Library  
Attn: Public Services Managers  
Sarah Vantrease & Barbara Maes  
6135 State Farm Drive  
Rohnert Park, CA 94928

**A copy of the RFP is posted on:**

<https://sonomalibrary.org/about/contracting-opportunities>

**REQUEST FOR QUALIFICATIONS  
SECURITY GUARD AND PATROL SERVICES**

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**SECTION 1: INTRODUCTION**

**1.1 Statement of Purpose**

The purpose of this Request for Proposals (RFP) is to identify and retain a qualified firm to provide security guard and security patrol services at the Sonoma County Library branches. The contractor will be responsible for providing vetted, trained, unarmed, and uniformed security professionals to monitor safety and assist library staff in addressing safety concerns in accordance with library policies and procedures.

**1.2 Scope of Work**

The selected firm shall provide professional services and expertise related to security services at library locations for hours and patrols as detailed in Attachment B, Schedule and Locations.

The security guard's duties and expectations include:

- Monitoring safety
- De-escalating and preventing safety issues
- Working with library staff to address and document safety issues

- Contacting law enforcement or emergency responders as needed
- Reporting unsafe conditions, damage or vandalism
- Picking up trash
- Assisting library staff in opening and/or securing the building; ensuring that doors and gates remain secure overnight
- Participating in Library training as relevant

in compliance with any applicable governing codes and regulations.

**1.2.1 Task List.** The following is an overall list of tasks that are intended to be the responsibility of the selected firm. See also Attachment C Task List.

- Provide vetted, trained, unarmed, and uniformed security professionals for the library locations, schedules and patrols indicated in Attachment B, Schedule and Locations.
- Ensure security professionals are familiar with library policies and procedures, including the library's privacy expectations.
- Communicate effectively with library staff and incorporate library feedback.
- Provide regular reports of overnight patrols including date, time and any safety concerns encountered and their resolution.

#### **1.2.2 Equipment and Supplies**

- The Contractor shall furnish all tools, materials, supplies, and equipment to perform the tasks identified in Section 1.2.1 above.

#### **1.2.3 Mandatory Responding Firm's Qualifications Requirements (see sections 3.14 and 5.2.2)**

- Possession of valid California Security Guard Registration, i.e. "guard card," and/or any other legally-required registration(s) for security employers.

#### **1.2.4 Duration of Services Contract Term**

The Security Guard and Patrol Services Contract shall be for a two (2) year term, with the option to renew for an additional two (2) years.

## **SECTION 2: SUBMITTAL DEADLINE**

Proposals shall be submitted no later than the deadline specified on page 2. Firms shall respond to the written RFP and any exhibits, attachments, or amendments. A responding firm's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Responding firms assume the risk of the method of dispatch chosen. The Library assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual receipt of the proposal by the Library. Late proposals shall not be accepted nor shall additional time be granted to any responding firm.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

### **SECTION 3: GENERAL REQUIREMENTS AND INFORMATION**

#### **3.1 RFP Coordinator**

The following RFP Coordinators shall be the main point of contact for this RFP.

Sarah Vantrease & Barbara Maes  
Public Services Division, Sonoma County Library  
PublicServices@sonomalibrary.org  
(707) 545-0831

#### **3.2 Required Review and Waiver of Objections by Responding Firms**

Responding firms should carefully review this RFP and all attachments, including, but not limited to, the *Standard Contract*, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). **Comments must be made in writing and received by the Library no later than January 22, 2025 at 5:00 p.m.** (Deadline for Written Comments). Questions can be emailed to PublicServices@sonomalibrary.org. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Objections shall be considered waived and invalid if not brought to the attention of the Library, in writing, by the Deadline for Written Comments.

#### **3.3 Proposals**

**3.3.1** Responding firm shall respond to this RFP with a proposal. One (1) original and two (2) copies of the proposal shall be submitted to the Library in a sealed package and clearly marked “**Proposal in Response to: Security Guard and Patrol Services.**”

**3.3.2** All proposals must be submitted at the following address by the date and time identified in the Proposals Due on page 2.

Attn: Sarah Vantrease & Barbara Maes  
Public Services Division, Sonoma County Library  
6135 State Farm Drive  
Rohnert Park, CA 94928

#### **3.4 Proposal Preparation, Interview and Negotiation Costs**

The Library shall not be responsible for and/or shall not pay any costs associated with the preparation, proposal, or presentation of any proposal, or costs incurred by the responding firms during the interview and negotiations phase of the solicitation process.

### **3.5 Proposal Withdrawal**

To withdraw a proposal, the responding firm must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals.

### **3.6 Proposal Amendment**

The Library shall not accept any amendments, revisions, or alterations to the proposal after the deadline for the proposal.

### **3.7 Proposal Errors**

Responding firms are liable for all errors or omissions contained in their proposal. Responding firms shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

### **3.8 Incorrect Proposal Information**

If the Library determines that a responding firm has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the responding firm knew or should have known was materially incorrect, the proposal may be rejected in the Library's sole discretion.

### **3.9 Prohibition of Respondent Terms and Conditions**

A responding firm may not submit the firm's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Library, at its sole discretion, may reject the proposal, unless the proposed terms are in accordance with Section 5.2.1.6 below.

### **3.10 Assignment and Subcontracting**

**3.10.1** The selected firm(s) may not subcontract, transfer, or assign any portion of the contract without prior written approval from the Library. Each subcontractor / subconsultant must be approved in writing by the Library in its sole discretion. The substitution of one subcontractor / subconsultant for another may be made only at the discretion of the Library and with prior written approval from the Library.

**3.10.2** Notwithstanding the use of approved subcontractor / subconsultant, the selected firm(s), if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.

### **3.11 Proposal of Alternate Services**

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) will be considered non-responsive and rejected.

### **3.12 Proposal of Additional Services**

If a responding firm indicates the capability and offers services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract

signing, at the sole discretion of the Library. The cost for any such additional services shall be mutually agreed upon by the selected firm(s) and the Library, and incorporated into the contract before contract signing.

### **3.13 Insurance**

The apparent successful responding firm will be required to provide proof of insurance as set forth in the attached Standard Contract prior to commencing work.

### **3.14 Licensure and Special Certification**

Before a contract pursuant to this RFP is signed, the selected firm(s) must hold all necessary applicable business and professional licenses, and certifications. The Library may require any or all responding firms to submit evidence of proper licensure and certifications.

**3.14.1 Prevailing Wages.** Responding firms are hereby notified that the DIR has determined the general prevailing rate of wages for each craft, classification, or type of worker needed to execute the work. Copies of the current schedules for California prevailing wages are located <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

### **3.15 Conflict of Interest and Restrictions**

By submitting a proposal, the responding firm certifies that no amount shall be paid directly or indirectly to an employee or official of the Library as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the responding firm in connection with the procurement under this RFP.

### **3.16 RFP Amendment and Cancellation**

The Library reserves the unilateral right to amend this RFP in writing at any time. The Library also reserves the right to cancel or reissue the RFP at its sole discretion. The Library shall post copies of the RFP and amendments on the webpage under <https://sonomalibrary.org/about/contracting-opportunities> and it shall be the responsibility of the responding firm to monitor the posting of written responses. Responding firms shall respond to the final written RFP and any exhibits, attachments, and amendments.

### **3.17 Right of Rejection**

**3.17.1** The Library reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

**3.17.2** Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Responding firms must comply with all of the terms of this RFP and all applicable state and local laws and regulations. The Library may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.



**3.17.3** Responding firms may not restrict the rights of the Library or otherwise qualify their proposals. If a responding firm does so, the Library may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

**3.17.4** The Library reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the Library. Where the Library waives variances in proposals, such waiver does not modify the RFP requirements or excuse the responding firm from full compliance with the RFP. Notwithstanding any variance, the Library may hold any responding firm to strict compliance with the RFP.

### **3.18 Disclosure of Proposal Contents**

All proposals and other materials submitted in response to this RFP procurement process become the property of the Library. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation and selection process. Upon the completion of the evaluation and selection process, indicated by approval of a contract for services emanating from this RFP by the Library Council or by rejection of all proposals, the proposals and associated materials shall be open for review by the public to the extent required by the California Public Records Act. By submitting a proposal, the responding firm acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection.

### **3.19 Proprietary Information**

The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each responding firm may clearly label part of a proposal as "CONFIDENTIAL." In doing so, the responding firm thereby agrees to indemnify and defend the Library. The failure to so label any information that is released by the Library shall constitute a complete waiver of all claims for damages caused by or related to any release of the information. If a public records request for labeled information is received by the Library, the Library will endeavor to notify the responding firm of the request and delay access to the material until seven (7) working days after the Library's receipt of the public records request. Within that time delay, it will be the duty of the responding firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

### **3.20 Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Library and responding firms shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

## **SECTION 4: SPECIAL REQUIREMENTS**

### **4.1 Joint Ventures and Partnering**

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the Library as a result of the participation of multiple entities.

**4.1.1** The proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.

**4.1.2** The proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved, as well as their rights and responsibilities regarding a contract pursuant to this RFP.

**4.1.3** The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

## **SECTION 5: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENT**

### **5.1 General Proposal Requirements**

**5.1.1** The Library discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the responding firm's capabilities to satisfy the requirements of this RFP. Emphasis should be on conformity to the Library's instructions, requirements of this RFP, and completeness and clarity of content.

**5.1.2** Responding firms must follow all formats and address all portions of the RFP set forth herein providing all information requested. Responding firms may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Library's information requirements.

**5.1.3** Responding firms must respond to every subsection under the proposal and fee schedule sections below. Responding firms must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (e.g., the response to the second requirement of the proposal Transmittal Letter would be labeled 5.2.1.2). **Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the Library's sole discretion, result in the rejection of the proposal.** Proposals must **not** contain extraneous information. All information presented in a proposal must be relevant in response to a requirement of this RFP, must be clearly labeled and, if not incorporated into the body of the proposal itself, must be referenced to and from the appropriate place within the body of the proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

**5.1.4** Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All monetary amounts must be detailed in United States currency. All proposal pages must be numbered. Proposals shall be limited to a total of twenty-five (25) pages and should not include unnecessary company advertisement material.

### **5.2 Proposal**

The proposal shall be divided into the following sections:

1. Proposal Transmittal Letter,
2. Mandatory Responding Firm's Qualifications,

3. General Responding Firm's Qualifications and Experience,
4. Technical Project Approach, and
5. Cost Proposal Forms (Exhibit A).

If a proposal fails to detail and address each of the requirements detailed herein, the Library may determine the proposal to be nonresponsive and reject it.

**5.2.1 Proposal Transmittal Letter.** The proposal must provide a written transmittal and offer of the responding firm in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is mandatory and failure to provide the information as required may result in the proposal being considered nonresponsive and rejected.

**5.2.1.1** The letter shall state that the proposal remains valid for at least sixty (60) working days subsequent to the proposal due date and thereafter in accordance with any resulting contract between the responding firm and the Library.

**5.2.1.2** The letter shall provide the complete name of the individual or the firm making the proposal.

**5.2.1.3** The letter shall provide the name, mailing address, and telephone number of the person the Library should contact regarding the proposal.

**5.2.1.4** The letter shall state whether the responding firm intends to use subcontractors. If so, clearly identify the names of the subcontractors/subconsultants along with complete mailing addresses and the scope and portions of the work the subcontractors / subconsultants shall perform. **(NOTE: The selected firm(s) must obtain written approval from the Library prior to the use of any subcontractors / subconsultants.)**

**5.2.1.5** The letter shall state whether the responding firm or any individual who shall perform work under the contract has a possible conflict of interest and, if so, the nature of that conflict. The Library reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offertory. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the Library.

**5.2.1.6** The letter shall also include a statement of acknowledgement that the Library's *Standard Contract* (Section 10) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. If no modifications to the Contract are noted, then the Library will assume that the responding firm is capable of performing all normal managerial tasks and services without reservation or qualification to the contract.

**5.2.1.7** The letter shall be signed by a company officer empowered to bind the responding firm to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the company president, the letter shall attach evidence showing authority to bind the company.

**5.2.2 Mandatory Responding Firm's Qualifications.** Proposals shall provide responses and documentation, as required, establishing that the responding firm has met the Mandatory Responding Firm's Qualifications Requirements (see section 1.2.3). Any proposal which does not meet the mandatory requirements and provide all required documentation may be considered nonresponsive, and the proposal may be rejected.

**5.2.3 General Responding Firm's Qualifications and Experience.** Proposals shall provide the following information (referencing the subsections in sequence) to evidence the responding firm's experience in delivering services similar to those required by this RFP:

**5.2.3.1** A brief description of the responding firm's background and organizational history.

**5.2.3.2** Years in business.

**5.2.3.3** A brief statement of how long the responding firm has been performing the services required by this RFP.

**5.2.3.4** Location of office(s) with clear identification of the office(s) from which services will be performed.

**5.2.3.5** A description of the responding firm's number of employees, longevity, client base.

**5.2.3.6** Whether there have been any mergers, acquisitions, or sales of the responding firm's company within the last three (3) years (if so, an explanation providing relevant details).

**5.2.3.7** Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, etc.).

**5.2.3.8** A statement as to whether there is any pending litigation against the responding firm, and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the responding firm's performance in a contract under this RFP.

**5.2.3.9** A statement as to whether, in the last ten (10) years, the responding firm has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and, if so, an explanation providing relevant details.

**5.2.3.10** A list, if any, of all current contractual relationships with the Library and all those completed within the previous five-(5) year period.

(NOTE: Current or prior contracts with the Library are NOT a prerequisite to being awarded the maximum available points for the responding firm's Qualifications and Experience category. The existence of such current or prior contractual relationships will not automatically result in the addition or deduction of evaluation points. Any such current or prior contractual relationships shall be generally considered in awarding the responding firm Qualifications and Experience category points.)

**5.2.3.11** A brief descriptive statement indicating the responding firm's credentials to deliver the services sought under this RFP.

**5.2.3.12** Describe in detail a maximum of ten (10) public sector or similar projects maintained in the last five (5) years that demonstrates the following:

- Experience performing tasks listed in Section 1.2.1 of the RFP.

Limit: One project per page.

**5.2.3.13** Describe in detail, work that the responding firm has directly performed on a maximum of four (4) assignments that shows:

- A demonstrated ability to respond to safety and security situations in a professional manner.
- A demonstrated ability to deescalate situations, effectively enforce policy and maintain a safe environment.
- A demonstrated ability for verbal and written communication regarding safety and security situations.
- A demonstrated ability to provide necessary staff to effectively cover shifts and patrols in a timely manner.

Limit: One page per project.

**5.2.3.14** Provide a matrix referencing work performed relative to projects listed indicating key personnel responsible for performance and the extent of their involvement in the project. Differentiate which work was performed by subcontractor / subconsultant, if subcontractor / subconsultant are proposed.

**5.2.3.15** An organizational chart highlighting the key people who shall be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for the completion of each service component and deliverable of the RFP.

**5.2.3.16** A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the Library on a day-to-day basis.

**5.2.3.17** A personnel roster and resumes of key people who shall be assigned by the responding firm and its subcontractor / subconsultant to perform duties or services under the contract. Resumes shall detail each individual's title, education, current position with the responding firm or subcontractor / subconsultant. Identify the duration of employment with the responding firm and other firms for each person listed. Describe the relevant experience and education, professional licenses, and demonstrated accomplishments of these key staff members.

**5.2.4 Technical Project Approach.** Describe the operational or organizational approach to fulfilling the scope of work / contract intent (including working knowledge – include software version -- of Windows-based software and scheduling/estimating software (identify specific software and version).

- Responding firm must provide a comprehensive narrative on how to accomplish required objectives and provide continuity on work efforts.

## **SECTION 6: COST PROPOSAL**

### **6.1 A Cost Proposal (Exhibit A) for Professional Services Must be Submitted in a Separately Sealed Envelope.**

**6.1.1** The responding firm shall provide the following information to allow for the review of the hourly rates for the proposed services:

**6.1.1.1** Provide a Schedule of Values for the responding firm and proposed subcontractors / subconsultants, including rates for each service.

**6.1.1.2** It is the Library's intent to negotiate a fixed fee "not to exceed" contract for mutually agreed upon services. Each firm will bill monthly for the contracted services based on a schedule of values of tasks performed or on a time and materials basis for extra work not to exceed the negotiated fee for each specific unit of work.

## **SECTION 7: EVALUATION, CONSULTANT SELECTION, AND CONTRACT AWARD**

### **7.1 Proposal Evaluation Categories and Maximum Points**

The categories that shall be considered in the evaluation of proposals are Qualifications and Experience and Technical Project Approach. The maximum points that shall be awarded for each of these categories are:

<b>CATEGORIES</b>	<b>MAXIMUM POINTS POSSIBLE</b>
Qualifications and Experience	80
Technical Project Approach	20

### **7.2 Proposal Evaluation Process**

**7.2.1** The evaluation process is designed to award the procurement to the responding firm with the best combination of attributes based upon the evaluation criteria.

**7.2.2** The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The evaluation team members shall be responsible for evaluating proposals.

**7.2.3** All proposals shall be reviewed by the RFP Coordinator to determine compliance with basic proposal requirements as specified in this RFP.

**7.2.4** The evaluation team shall evaluate responsive proposals. Each evaluator shall score the General Responding Firm's Qualifications and Experience section and the Technical Project Approach section of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. Each evaluator shall use only whole numbers for scoring proposal. (Refer to Attachment 10.2, Proposal and Interview Evaluation Format.)

**7.2.5** The Library reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all responding firms. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Library and, if held, shall be after initial evaluation of the proposal. If clarifications are made as a result of such discussion, the responding firm shall put such clarifications in writing.

**7.2.6** Upon completion of proposal evaluation scoring by the evaluation team, the RFP Coordinator shall calculate the average proposal score for each proposal.

**7.2.7** The top-rated firms with the highest score from the proposal evaluation scoring may be interviewed and rated. The Library reserves the right, at its sole discretion, to request interviews. If interviews are deemed necessary they will occur the week of February 10, 2025. The interviews will be limited to an hour. Interviews will consist of oral panel questions and company presentations. Time slots for the interviews will be assigned by Library staff. Consideration will be given to firms with significant driving time requirements. The interviews will be held at Sonoma County Library Headquarters, 6135 State Farm Drive, Rohnert Park, CA (Room to Be Determined).

The interview should be led by the individual identified by the responding firm who will be the primary contact with the Library on a day-to-day basis and if possible members of the proposed team. We DO NOT want to interview your company's marketing staff.

**7.2.8** The same evaluation criteria used for the proposal evaluation process will be used to rate the firms during the interviews. At the end of the interview process, the evaluation panel will re-rank the firms to determine the three (3) highest ranked firms. The RFP coordinator will then open the sealed Cost Proposals for the three (3) highest ranked firms who have achieved a minimum scope of seventy (70) percent, and will re-rank the three (3) highest ranked firms based on overall ranking and cost proposal. The Library reserves the right to select a qualified firm offering the best value to the Library, based on that firm's overall qualifications and cost proposal. The selected firm may not necessarily be the firm with the lowest cost proposal.

### **7.3 Contract Award Process**

**7.3.1** The RFP Coordinator will invite the highest ranked firm to participate in contract negotiations with the Library, as the need arises.

**7.3.2** If a firm fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within seven (7) working days of its delivery to the firm, the Library may determine, at its sole discretion, that the firm is nonresponsive to the terms of this RFP.

**7.3.3** If the Library determines that the firm is nonresponsive, the Library reserves the right to negotiate with the next highest-ranked selected firm(s).

7.3.4 The RFP files shall be made available for public inspection immediately following contract approval or rejection of all proposals.

## **SECTION 8: STANDARD CONTRACT INFORMATION**

### **8.1 Contract Approval**

The RFP and the consultant selection processes do **not** obligate the Library and do **not** create rights, interests, or claims of entitlement in the apparent best evaluated responding firm or any potential consultant or subconsultant. Contract award and Library obligations pursuant thereto shall commence **only** after the contract is signed by the authorized representative of the selected firm(s) and the Director of the Library as required by Library policy to establish a legally binding contract.

### **8.2 Contract Payments**

Contract payments shall be made in accordance with the Payment Terms and Conditions provision of the final contract. No payment shall be made until the contract is approved. Under no conditions shall the Library be liable for payment of any type associated with the contract or responsible for any work done by the consultant, even work done in good faith and even if the consultant is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by Library Council.

### **8.3 RFP and Proposal Incorporated into Final Contract**

This RFP and the successful proposal emanating from the RFP negotiation process shall be incorporated into the final contract.

### **8.4 Contract Monitoring**

The selected firm(s) shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Library. The Library may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Library may inspect those areas of the selected firm's place of business that are related to the performance of the contract. If the Library requires such an inspection, the selected firm(s) shall provide reasonable access and assistance.

### **8.5 Contract Amendment**

During the course of this contract, the Library may request the selected firm(s) to perform additional work for which the selected firm(s) would be compensated. That work shall be within the general scope of this RFP. In such instances, the Library shall provide the selected firm(s) a written description of the additional work, and the selected firm(s) shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the selected firm's fee schedule to this RFP or a lump sum fixed fee that is mutually agreeable to the Library and the selected firm(s), whichever is lowest. If the Library and the selected firm(s) reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment.



## **SECTION 9: LOCAL BENEFIT**

### **9.1 Definition**

The responding firm is requested to provide its proposal or bid, a description of any and all local benefit it would bring to the project. For example, local benefit may include but is not limited to local vendors, suppliers, labor or subcontractors used in support of the project as well as fees or taxes paid to the Library. To the extent practical, the local benefit described with the firm's proposal should be measurable.

For purposes of this section, a local vendor or service provider is one located within the County of Sonoma and in possession of a business license.

## **SECTION 10: STANDARD CONTRACT**

The Library *Standard Professional Services Contract* provided in Attachment A contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.



**ATTACHMENT 10.2 PROPOSAL AND INTERVIEW EVALUATION FORMAT**

<b>Responding Firm's Name:</b>				
<b>Evaluator:</b>	<b>Date:</b>			
<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>	<b>SCORE</b>	<b>INTERVIEW SCORE</b>	<b>AVERAGE SCORE</b>
<b>GENERAL QUALIFICATIONS AND EXPERIENCE</b>				
<b>Firm's Background/Organizational History (Section 5.2.3.1 – 5.2.3.10)</b>				
<ul style="list-style-type: none"> <li>• Longevity, Service Capability, Geographic Location, Depth of Resources, Stable Client Base, Evidence of Ethical, Legal and Economic Stability, Past Performance with Library (if applicable)</li> </ul>	<b>20</b>			
<b>Firm's Credentials/Experience (Section 5.2.3.11 – 5.2.3.13)</b>				
<p><b>Budget/Schedule Experience</b></p> <ul style="list-style-type: none"> <li>• Experience performing desired services for a public agency</li> <li>• Experience performing tasks listed in Section 1.2.1 of the RFP</li> <li>• Nature and quality of recently reported work within the last five years</li> </ul>	<b>25</b>			
<p><b>Budget/Schedule Experience</b></p> <ul style="list-style-type: none"> <li>• A demonstrated ability to perform desired services</li> <li>• A demonstrated ability to meet project deadlines, major milestone and overall project schedule</li> <li>• A demonstrated ability to deliver projects within the stipulated project budget, including forecast and recovery tools/methods used to maintain budget</li> </ul>	<b>15</b>			
<b>Proposed Personnel and Subcontractor (Section 5.2.3.14 - 5.2.3.17)</b>				

<ul style="list-style-type: none"> <li>• Link between proposed personnel and similar project experience. Clarity/adequacy of project team organizational structure with clear roles/responsibilities and lines of communication/authority. Qualifications, knowledge, experience, education, licensing, and training of proposed personnel and subcontractor / subconsultants (if applicable)</li> <li>• Demonstrated history working as a Project Team</li> <li>• Demonstrated history working directly with proposed subcontractor / subconsultants</li> </ul>	<b>20</b>			
<b>ORGANIZATIONAL SUITABILITY</b>				
<b>Approach for Accomplishing Requested Work (Section 5.2.4 )</b>				
<ul style="list-style-type: none"> <li>• Ability to staff and provide continuity to the work effort</li> <li>• Adequacy / completeness of the operational or organizational model and management methods that characterize the firm which will be applied to the proposed work effort including working knowledge of Windows-based software, scheduling / estimating software and other software applications</li> </ul>	<b>20</b>			
<b>TOTAL</b>	<b>100</b>			
<b>Evaluator Signature:</b>	<b>Date:</b>			

# **ATTACHMENT A**

## PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of [REDACTED] (the "Effective Date") is made by and between the Sonoma County Library, a Joint Powers Authority Entity (hereinafter referred to as "Library") and [REDACTED], [INSERT TYPE OF ENTITY], authorized to conduct business in the State of California (hereinafter referred to as "Consultant"), pursuant to the terms and conditions set forth below.

### RECITALS

A. Consultant represents that it is a duly qualified security services company, experienced in providing private security within the scope of services identified in Exhibit A, and related services.

C. In the judgment of the Library, it is necessary and desirable to employ the services of Consultant to provide vetted, trained, unarmed, and uniformed security professionals to monitor safety and assist library staff in addressing safety concerns in accordance with library policies and procedures.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in the attached Exhibit A, which is incorporated herein (hereinafter referred to as the "Scope of Work"), and within the times or by the dates as provided therein. In the event of a conflict between the body of this Agreement and its exhibits, the provisions in the body of this Agreement shall control.

1.2 Cooperation. The parties shall cooperate with each other in the performance of this Agreement.

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. If the Library determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Library, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with the Library to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time the Library, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from the Library. Further, any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by the Library to be key personnel whose services were a material inducement to the Library to enter into this Agreement; Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the Library.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates and terms set forth in Exhibit B, attached hereto and incorporated herein. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Library. The invoices shall show or include: (a) the tasks performed; (b) the time in quarter hours devoted to the tasks; (c) the hourly rate or rates of the persons performing the tasks; and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3. Term of Agreement. The term of this Agreement shall be for two (2) years commencing from the Effective Date, unless terminated earlier in accordance with the provisions of Article 4, below.

3.1 Option to Renew. Library shall have the option to renew this Agreement for an additional two (2) years. Library shall notify Consultant in writing no less than one-hundred and eighty (180) days prior to the initial term expiration stating the Library's intent to renew the Agreement for the additional two (2) years.

4. Termination.

4.1 Termination without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, the Library shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the Library may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant shall deliver all materials and work product created pursuant to this Agreement to the Library within 14 days following the date of

termination, and shall submit an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by the Library, and if services are invoiced at an hourly rate hereunder, Consultant shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder; if services are instead invoiced on a project basis, then Consultant shall be entitled to a pro rata amount of payment for all services satisfactorily rendered to the date of termination and any related expenses, based on the project as a whole. However, if the Library terminates the Agreement for cause pursuant to Section 4.2, then it shall deduct from such payment the amount of damage, if any, sustained by Library by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Library Director has the authority to terminate this Agreement on behalf of the Library.

5. Indemnification. Consultant shall protect, hold free and harmless, defend and indemnify the Library, its commissioners, officers, agents, and employees, and its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the Library, its commissioners, officers, agents, and employees, and its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of the City



6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, fire, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Director in a form approved by the Library's General Counsel. The Library must authorize all other extra or changed work. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Library.

9. Representations of Consultant.

9.1 Standard of Care. Library has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by the Library shall not operate as a waiver or release. Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

9.2 Status of Consultant. The parties intend for Consultant to perform services under this Agreement as an independent contractor, and further agree that: (a) Consultant is free from the control and direction of the Library in performing services under this Agreement; (b) the services to be performed under this Agreement are outside the usual course of the Library's business; and (c) Consultant is customarily engaged in an independently-established business of the same nature as the services to be performed for the Library under this Agreement. In the event the Library exercises its right to

terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the Library harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case the Library is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish the Library with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to the Library for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed or engaged as a subcontractor. In addition, if requested to do so by the Library, Consultant shall complete and file, and shall require any other person doing work under this Agreement to complete and file, a Form 700 "Statement of Economic Interest" with the Library disclosing Consultant's or such other person's financial interests.

9.6 Nondiscrimination. Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 Assignment of Rights. Consultant assigns to Library all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the data and reports now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Library in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Library may direct, and refraining from disclosing any

versions of the data and reports to any third party without first obtaining written permission of Library. Consultant shall not use or permit another to use the data and reports in connection with this or any other project without first obtaining written permission of Library.

9.8 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of the Library. The Library shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to the Library all such documents, which have not already been provided to the Library in such form or format, as the Library deems appropriate. Such documents shall be and will remain the property of the Library without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of the Library.

Notwithstanding other provisions of this Agreement, the reuse of any of the documents by the Library on any other project without the written permission of the Consultant, shall be at the Library's sole risk and the Library agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the Library or by others acting through the Library. The Consultant is not responsible and liability is waived by the Library as against the Consultant for use by the Library or any other person of any data, reports, plans or drawings not signed by the Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other’s expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 10 limits the Library’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments (“notices”) shall be made in writing and may be given by personal delivery, U.S. Mail, or courier service (such as Federal Express). Notices sent by mail, delivery or courier shall be addressed as follows:

FOR LIBRARY

Library Director  
Sonoma County Library  
6135 State Farm Drive  
Rohnert Park, CA 94928

**FOR CONSULTANT:**

When so addressed, notices shall be deemed given upon deposit in the U.S. Mail, or express mail service, postage prepaid. In all other instances, notices shall be deemed given at the time of actual delivery. Any changes to the names and addresses for notice purposes shall be provided in writing.

13. Miscellaneous Provisions

13.1. Merger. This Agreement is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.2. No Waiver of Breach. The waiver by the parties of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise, or any subsequent breach or promises contained in this Agreement.

13.3. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and the Library acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in

favor of the other. Consultant and the Library acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.5. Applicable Law and Forum. This Agreement shall be construed and interpreted according to California Law, and any action or proceeding to enforce this Contract or for the breach thereof shall be brought or tried in the County of Sonoma.

13.6. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

13.7. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CONSULTANT:

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
[Insert name and title]

LIBRARY:

Dated: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Erika Thibault  
Director  
Sonoma County Library

APPROVED AS TO FORM FOR LIBRARY:

By: \_\_\_\_\_  
Jeffrey Mitchell  
Kronick Moskowitz Tiedemann & Girard  
General Counsel

# ATTACHMENT B

## SCHEDULE AND LOCATIONS FOR SECURITY GUARD SERVICES & OVERNIGHT PATROLS

### SCHEDULE & LOCATIONS

A Security Professional will be stationed at the following library branches at the indicated hours and priority order. Security Professionals may need to travel between locations to fill higher-priority locations (in the case of call-outs, or unusual security situations).

If a Security Professional cannot work an assigned shift, the Security Professional must contact both the Library and the Contractor. The Contractor should communicate with the Library as soon as possible to assess coverage options with substitutes or reassignment of a Security Professional from a lower-priority location.

*Hours and locations are subject to change based on library-observed holidays, local emergencies, health directives, construction projects, school schedules and other staffing/safety issues.*

#### #1 CENTRAL SANTA ROSA – 211 E Street, Santa Rosa

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1-5:15 pm	10 am-6:15 pm	10 am-8:15 pm	10 am-8:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm

#### #2 NORTHWEST SANTA ROSA – 150 Coddington Center, Santa Rosa

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1-5:15 pm	10 am-6:15 pm	10 am- <b>6:15 pm</b>	10 am- <b>6:15 pm</b>	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm

#### #3 GUERNEVILLE – 14107 Armstrong Woods Rd, Guerneville

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1-5:15 pm	10 am-6:15 pm	10 am- <b>6:15 pm</b>	10 am- <b>6:15 pm</b>	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm

#### #4 ROHNERT PARK

ROHNERT PARK- 6250 Lynne Conde Way, Rohnert Park

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1-5:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm

#### #5 PETALUMA – 150 Fairgrounds Drive, Petaluma

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
1-5:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm	10 am-6:15 pm

**#6 SANTA ROSA ROTATION**

- CENTRAL SANTA ROSA – 211 E Street, Santa Rosa
- ROSELAND – 470 Sebastopol Road, Santa Rosa
- RINCON VALLEY – 6959 Montecito Blvd, Santa Rosa

Based at CENTRAL SANTA ROSA; travel to RINCON VALLEY during school year for portion of afternoon detailed below; drop by ROSELAND once daily or as needed						
Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
	10 am-6:00 pm	10 am-6:00 pm	10 am-6:00 pm	10 am-6:00 pm	10 am-6:00 pm	
<b>RINCON VALLEY HOURS – SCHOOL YEAR ONLY</b>						
	3:15-4:30 pm	3:15-4:30 pm	2:15-3:30 pm	3:15-4:30 pm	3:15-4:30 pm	

**OVERNIGHT PATROLS**

Twice-nightly patrols between 10 pm and 6:30 am at each of the following library branch locations:

- CENTRAL SANTA ROSA – 211 E Street, Santa Rosa
- NORTHWEST SANTA ROSA - 150 Coddington Center, Santa Rosa
- ROSELAND – 470 Sebastopol Road, Santa Rosa



# ATTACHMENT C

## TASK LIST

### DUTIES & EXPECTATIONS FOR SECURITY GUARD SERVICE

The Security Professional will meet the following expectations:

#### **Monitor Safety**

- Always maintain a high level of awareness of surroundings
- Do not become distracted by reading, looking at a personal cell phone, or using earbuds
- Monitor safety by walking around the building every 20 minutes or more as needed, inside and out, including restrooms, landscaping and parking areas; observing conditions closely
- Unless directed otherwise, remain visible to the public while working
- Focus on de-escalation and prevention of safety issues whenever possible
- Address safety concerns as needed, following Library policy and staff instructions:
  - Library-Specific Safety Issues: Courteously alert library users of need to change behavior; notify library staff if needed - examples:
    - Eating or using an uncovered drink container inside the library
    - Drug use, alcohol and smoking on library premises (inside or outside)
    - Sleeping or lying on the floor; blocking aisle or walkways with large items
    - Using the restroom in unsafe ways; loitering in the restroom
  - Basic/Moderate Safety Issues: Observe and notify library staff of safety issues right away; accompany library staff to address issues as needed
  - Serious Safety Issues: Call 911 if needed; alert library staff as soon as possible; support library staff and law enforcement to address issue
  - Enforce restrictions for library users whose access privileges are suspended, including contacting law enforcement for suspension or restraining order violations
- Pick up trash; use a sharps grabber and appropriate disposal for needles
- Report any unsafe conditions, damage or vandalism to a person in charge
- Only service animals (dogs) are allowed into the library; alert library staff to other animals, dogs that are not under the owner's control, and/or dogs that are behaving aggressively

- Pay attention during safety issues and assist library staff with accurate, timely documentation including descriptions of library users, actions and other concerns
- Assist library staff in opening and/or securing the building; closing procedures may include checking the building for lingering users, checking restrooms, and ensuring that all doors are secure

### **Schedule**

- Arrive and leave on time; alert the person in charge if a schedule change is needed
- Communicate to the person in charge when leaving or returning from breaks - use sign-in sheet if requested
- Take breaks in a staff break area or other location out of the public service area

### **Customer Service & Teamwork**

- Show a friendly, courteous attitude to library visitors and staff
- Create positive professional relationships
- Maintain library's privacy expectations
- Show respect to others
- Uphold policy consistently
- Communicate truthfully
- Embrace a problem-solving attitude
- Support library staff needs
- Incorporate library feedback

## **DUTIES & EXPECTATIONS FOR SECURITY PATROL SERVICE**

The Security Professional will meet the following expectations:

### **Monitor Safety**

- Monitor safety by inspecting the exterior of the entire building, including landscaped areas and parking lots; observe conditions closely
- Ensure that all doors and gates are secured
- Focus on de-escalation and prevention of safety issues whenever possible
- Address safety concerns as needed, following Library policy and any applicable law, including but not limited to the following:
  - No overnight camping is allowed on library premises
  - Use of alcohol or controlled substances is not allowed on library premises

- Contact law enforcement if the building safety appears to be compromised, trespassers on premises refuse to leave, and/or building intruders are observed or suspected; remain on scene pending arrival of law enforcement or other responders
- Document any safety concerns observed on each patrol visit, including unsafe conditions, damage or vandalism, and their resolution, if any



# ATTACHMENT D

## TRAINING

### TRAINING

In addition to the Contractor's training program, the Security Professional will be required to receive on-the-job training in the following areas:

#### **Library Policies and Procedures**

*Read as part of on-the-job training; review key points and any questions with library Branch Manager or PIC (Person-in-Charge); review regularly*

- **Policy to Protect the Confidentiality of Patron Information and Records**

Key points: Library use is confidential under California law. If a law enforcement officer asks you for information about a library user or asks you to let them into a staff-only space, let the Branch Manager or PIC know right away. Staff cannot provide information to law enforcement without a warrant and administration approval (outside of when we call them to help resolve a safety issue). Do not talk outside of work about people you see at the library or what they are doing.

- **Safe Library Use Policy / Safety Issues & Recommended Suspension Lengths**

Key points: The library takes safety seriously. Generally, alert the Branch Manager or PIC if a safety issue is observed, and they will advise on how to handle. Library staff are usually the first point of contact with a library user, especially inside the building. The Branch Manager will give you additional instructions about specific safety issues. *Note: Do not hesitate to call 911 immediately in a dangerous situation - then alert the PIC as soon as safely possible afterwards.*

- **Service Animals in the Library**

Key points: Only service animals (dogs) are permitted in the library. Let the Branch Manager or PIC know if you observe other animals, or dogs that are not under the owner's control/are behaving aggressively.

- **Discrimination, Harassment, and Retaliation Prevention Policy**

Key points: the library does not tolerate discrimination, harassment, or retaliation. Speak to the Branch Manager, PIC and/or your Field Supervisor if you believe this may be occurring.

#### **Site-Specific Learning**

*Review with Branch Manager or Person-in-Charge during first shift and whenever needed*

- Introduction to staff roles, including PIC as point person when the Branch Manager is unavailable; where to find staff schedules and contact information
- Tour of facility – including patron areas, outside areas, staff/break areas, parking lot
- Review branch evacuation map
- Location of keys, sharps container/sharps grabber, first-aid kit
- Storage for guard phone, where to store personal belongings etc.
- Sign-in/sign-out sheet for branch – use for breaks and lunches
- Contacting the branch to report a change in schedule

Specific location challenges and instructions

# ATTACHMENT E

## Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain insurance as described below unless such insurance has been expressly waived by the Library through a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

The Library reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement (or failure to identify any insurance deficiency) shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, the Library requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the Library. Consultant is responsible for any deductible or self-insured retention and shall fund it upon the Library's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the Library.

- d. The Sonoma County Library shall be endorsed as an additional insured for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “F” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. *Required Evidence of Insurance:*
  - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. *Required Evidence of Insurance:* Certificate of Insurance.

### **4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by the Library.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
  - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
  - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement



- insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. *Required Evidence of Insurance:* Certificate of Insurance specifying the limits and the claims-made retroactive date.

### **Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

### **Documentation**

- a. The Certificate of Insurance must include the following reference: **Security Guard and Patrol Services.**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with the Library for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance are:  
Director  
Sonoma County Library  
6135 State Farm Drive  
Rohnert Park, CA 94928
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

### **Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

### **Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. The Library, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, the Library may purchase the required insurance, and without further notice to Consultant, the Library may deduct from sums due to Consultant any premium costs advanced by the Library for such insurance. These remedies shall be in addition to any other remedies available to the Library.