



Request for Qualifications
To Provide
Architectural Design Services

Date of Issuance: March 17, 2023

Proposals Due: April 14, 2023

Sonoma County Library
6135 State Farm Drive
Rohnert Park, Ca 94928

RELEASE DATE: March 17, 2023

DEADLINE FOR QUESTIONS: March 30, 2023

RESPONSE DEADLINE: April 14, 2023

RESPONSES MUST BE SUBMITTED AS FOLLOWS:

Proposal Length and Format

The intent of this RFQ is to encourage responses that clearly communicate the Consultant's understanding of the Sonoma County Library's requirements and the planned approach to successfully provide a quality design on time and within budget. The proposals will provide this information in a concise and well-organized manner. Proposals must follow the format outlined below.

In order to facilitate the Consultant's preparation of their proposal and the Library's review of them, all proposals must be limited to 20 single-sided pages in length, including photographs or graphic materials. Tabs with graphics or folded out pages will be counted toward the 20-page total.

Proposing firms shall submit **FIVE (5) copies** of their proposals in a sealed envelope marked **"Sonoma County Library RFQ for Architectural Services"** to:

Dave Tichava, Facilities Manager
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928

Proposals must be received by 3:00 P.M. on April 14, 2023. Proposals received after this time or at any other location will not be accepted. Proposal contents are prescribed in detail below, but in general shall be presented as follows:

1. Cover Letter

The cover letter shall introduce the Consultants' firm and summarize its qualifications, include the California license number of the lead architect, also provide the name, address, phone, fax and e-mail for the designated contact person for all correspondence through selection of an Architect for this project.

2. General Background Introduction

To facilitate comparisons during evaluation, the following information shall be listed in the order as shown below.

- a. Type of service your firm is particularly qualified to perform. Generally describe the scope of services provided by your firm.
- b. The proposing firm's current permanent staff size.
- c. A list briefly describing similar projects completed in the last two years by the your firm. Indicate the specific relationship if other than the principle firm and your firm's specific responsibilities.
- d. List any lawsuit or litigation and the result of that action, resulting from any job undertaken by your firm or by your sub-consultants, which is still pending or has occurred on projects within the last two years.
- e. Other information that might aid the Selection Committee in ascertaining your qualifications.

3. Cost Proposal

- a. Identify all applicable fees.
- b. Provide hourly rates or cost basis.

4. Project Team

- a.** Provide names and qualifications of key personnel to be used on this project, and their capacity or role, including applicable descriptions and dates of similar work in which these persons have been directly involved.
- b.** Identify the person who will serve as the primary contact.

Project Understanding and Approach

Describe your proposed design approach for successfully completing projects. Also include your approach to communicating and working with the Library Project Team. Based on your experience, discuss any challenges that may be encountered and areas of concern that may need to be addressed.

For each of the last two years (2022 and 2023) provide two client contact references of completed constructed project(s) (four references total).

The information shall include the following:

- Client Identification
- Project Title
- Location
- Name and Title of Contact Person
- Contact Telephone Number
- Construction Budget
- Year of Construction Closeout

Sonoma County Library
REQUEST FOR QUALIFICATIONS

- I. Introduction.....
- II. Scope of Work
- III. Proposal Requirements
- IV. General Information
- V. Terms and Conditions.....
- VI. Evaluation Criteria
- VII. Consultant Selection and Contract Award.....
- VIII. Standard Contract Information.....
- IX. Consultant Questionnaire.....
- X. Rate Sheet.....

Attachments:

- A - Contract for Services (The Library) - Boilerplate
- B - Insurance Checklist 2022

1. INTRODUCTION

1.1. Summary

STATEMENT OF PURPOSE

The Sonoma County Library is seeking Statements of Qualifications from qualified firms or individuals ("Consultant") to provide the development of construction plans and specifications for a variety of renovations and additions to current and future Library locations.

The Library intends to pre-qualify and select Consultants that meet the specifications of this RFQ, with the intent to only offer contracts for projects that will be bid on and accepted /awarded. Placement on the Library's Pre-Qualified Consultant List does not guarantee any Consultant will be given project(s) to implement. It is the Library's intent to expedite the procurement and implementation process by issuing Request for Proposals (RFP) of projects only to those Consultants who are on the Library's Pre-Qualified Consultant List.

SYNONYMOUS TERMS

As used throughout this bid and its attachments, the following terms are synonymous:

- a. Firm, Consultant, Supplier, Vendor, Consultant, Successful Bidder, Offeror
- b. Purchase Order, Contract, Agreement
- c. Services, Work, Scope, and Project
- d. Pricing proposal/table/sheet, Cost proposal/table/sheet, Rate table/sheet

1.2. Background

The Sonoma County Library (SCL) is a joint powers agency established in 1975 between the County of Sonoma and the county's incorporated cities to provide library services throughout the county. The Sonoma County Library is a countywide public service system. SCL provides a general and comprehensive collection of books, magazines, periodicals, subscription databases, and multi-media materials for reference and public borrowing. Services are offered through fifteen facilities. There are 12 full-service facilities, two rural stations and an administrative service center.

SCL is currently engaged in updating the interiors of several full-service facilities. The remaining refresh projects have several desired outcomes for each building: implement a new service model that incorporates self-service technology; create a healthy and safe environment for the public and staff; and improve the overall appearance of the Library interior. All of the improvements are to be within the current footprint of the building. The Library is looking to develop space plans for a verity of projects that reflect the goals outline in our guiding documents the Reimagining Plan, the Facilities Master Plan and our ADA Transition Plan.

Funds for these projects are from the Library's budget, grants, money raised by library support groups, and some contributions from the local government that own the building. These projects will be planned and implemented over the next few fiscal years.

1.3. [Contact Information](#)

Dave Tichava Facilities Manager
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928

1.4. [Timeline](#)

The Library has designated the following activities and dates as key to the project schedule. Consultant Consultants are encouraged to assist the Library in adhering to this timeline. The Library reserves the right to change the schedule at their discretion. Consultants Consultant will be notified of schedule changes in writing, unless time constraints do not permit other than telephone notice.

Activity	Date
RFQ Available	March 17, 2023
Written question Due	March 30, 2023
Proposal Due	April 14, 2023
Notice to Short List for Oral Interviews	April 21, 2023
Oral Interviews	May 1, 2023
Notify Successful Consultant(s)	May 8, 2018
(Commence negotiations)	June 7, 2023
Contract Approved by Library Commission	May 1, 2023

2. SCOPE OF WORK

2.1. Scope of Work for Conceptual Planning, Scope Definition, and ROM Cost Estimates:

- Team consists of Architectural and Cost Estimating consultant. Other engineering or design consultants can be added if needed as an additional service.
- Site visit and visual architectural evaluation by Architect
- Preliminary description of projects for consideration
- Refinement of the design and description of preferred project alternatives
- ROM cost estimates for selected projects
- Meetings:
 - 1 kick-off meeting and 3 design progress meetings with project committee and/or library staff (Zoom)
 - 1 Meeting with City Building Official to review Code and Permit issues, (Zoom)
 - 1 community presentation between the 3rd and 4th meeting (in-person)
 - Additional meetings can be provided as additional services
- Presentation materials as necessary and appropriate with floor plans, photos, elevations, and site plan.

2.2. Scope of Work for Design, Construction Documents, Bidding, and Construction Administration Phases

- Prepare a detailed Proposals for Professional Services including Architectural Design, Engineering, and Construction Administration to implement the selected scope.
- Provide professional services to implement a scope of work with a budget which may include a portion of work requiring a building permit, but would most likely include interior finishes, furnishings, shelving replacement, casework, signage, etc.

2.3. [Equipment and Supplies](#)

The Consultant shall furnish all tools, materials, supplies, and equipment to perform the tasks outlined in the Scope of Work.

2.4. [Federal Funding](#)

This project may be funded in whole or in part by Federal funds. The successful bidder shall be required to comply with all applicable Federal, State, and Local laws and regulations in the execution of the Scope of Work, including, but not limited to, conflicts of interest, lobbying, drug-free workplaces, and prevailing wage and labor standards.

Procurement Provisions

1. Byrd Anti-Lobbying Amendment (2 CFR 200, Appx. II (I)) certification must be obtained from all Offerors for procurements in excess of \$100,000.

Offeror certifies that it and its subconsultants will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. List as a disclosure any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by Offeror or Offeror's subConsultants.

2. Single bid Price Negotiations (2 CFR §200.324)

The Library intends to expend federal funds for contract(s) resulting from this solicitation; therefore, in accordance with 2 CFR §200.324, in the case that only one bid is received that is both responsive and received from a qualified and responsible bidder, the Library reserves the right to negotiate pricing and profit margin prior to award. Bidder agrees to provide sufficient cost and pricing information for such negotiations.

2.5. [Special Grant Funding Requirements](#)

This project will be funded in whole or in part by California State Library Infrastructure Grant funds and may be subject to additional requirements.

The Consultant shall abide by the terms of the Grant award. Additional forms and details may be found in Attachments.

2.6. [Term of Contract](#)

The initial term of the Contracts for selected Consultants is at the Library's discretion and may be up to 3 years. The Library reserves the right to extend the Contract for up to 2 years (individually, "Extension") upon the same terms and conditions as parties agreed to in the Contract. Thus, parties agree the Contract may be for a total of 5 years upon the same terms and conditions as parties agreed in the Contract. At least sixty (60) calendar days prior to the commencement of each Extension, parties may

agree to an adjustment in the rates, fees, and costs for the Scope of Work. Any such adjustment shall not be more than 3% higher than the.

Notwithstanding the foregoing, the Library is not obligated to extend any Contract for any amount of time. If there is outstanding work within the Scope of Work at the end of the term of a Contract and the Library requires time to solicit for and secure an alternative Consultant, Consultant shall continue to provide the services within the Scope of Work on a month-to-month basis, not to exceed 6 months, at the same cost, terms, and conditions in effect at the termination of the Contract. The Library shall give Consultant at least thirty (30) days written notice of such a need and the anticipated timeline to secure an alternative Consultant.

3. PROPOSAL REQUIREMENTS

3.1. Proposal Format & Content

Responding proposals must include each of the following sections to be uploaded in the Consultant Questionnaire section.

- A. Proposal Transmittal Letter
- B. Consultant's Mandatory Qualifications and Experience
- C. Technical Project Approach
- D. Rate Sheet

Specific content and format requirements for each section are detailed below. Please upload in the Consultant Questionnaire section of this RFQ.

3.2. Proposal Transmittal Letter

A Consultant is required to provide a written transmittal letter and offer in the form of a standard business letter ("Proposal Transmittal Letter" or "Letter"). The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and have attached to it corresponding documentation, as required. A Proposal Transmittal Letter is mandatory and failure to provide the required information may result in the proposal being considered nonresponsive and rejected.

- A. Consultant's Name and Contact. The Letter shall state the complete name, or business name, of the Consultant making the Proposal. The Letter shall state the name, title, mailing address, email address, and telephone number of the person the Library should contact regarding the Proposal.
- B. Statement of Offer. The Letter shall state that the Proposal is an offer to complete the Scope of Work and the offer, including the Cost Proposal rates and budget, remains valid for at least ninety (90) business days after the Proposal due date.
- C. Conflict of Interest. The Letter shall state whether the Consultant, 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 terminate the Contract if its execution would or could create, or give the appearance of creating, a conflict of interest. The Library, at its sole discretion, shall make all determinations on the existence or appearance of a conflict of interest.
- D. Library Contract Terms. The Letter shall include a statement of acknowledgement that the Library's Standard Contract and Insurance Requirements (Included in Attachments) have been reviewed and accepted by the Consultant with or without qualification. If the Consultant has qualifications, the Consultant shall upload a document identifying the Contract language at issue and Consultant's suggested adjustment or modification in redline. If no qualifications are identified, Consultant is presumed to have accepted the Contract and be capable of completing

the Scope of Work, as well as all reasonably associated managerial tasks, without reservation or qualification pursuant to the Contract.

1. If qualifications are involved, those items requiring adjustment or modification must be provided via tracked changes on the Standard Contract (see Attachments) and uploaded in the Consultant Questionnaire, under Standard Library Contract Qualifications.
- E. SubConsultants. The Letter shall state whether the Consultant intends to use subConsultants, subconsultants, or other contracting parties to complete the Scope of Work (collectively, "SubConsultants"). If so, the Letter shall clearly identify the name of each proposed SubConsultant, their mailing address, email address, and telephone number as well as the service related to the Scope of Work that the SubConsultant is anticipated to perform. NOTE: The Consultant must obtain written approval from the Library prior to the use of any SubConsultant, even after a Contract is executed.
- F. Signature and Authority. The Letter shall be signed by a person empowered to bind the Consultant to the provisions of this RFQ, and any contract awarded pursuant to it. Evidence showing authority to bind the Consultant shall be attached to the Letter.

3.3. Consultant's Mandatory Qualifications and Experience

A Proposal shall demonstrate that the Consultant holds the qualifications and experience required to complete the Scope of Work by referencing and responding to the following subsections in sequence and attaching corresponding documentation, as required ("Mandatory Qualifications and Experience"). The qualifications and experience listed below are mandatory and failure to provide the required information may result in the proposal being considered nonresponsive and rejected.

A Proposal shall provide the following information by referencing the subsections in sequence and attaching corresponding documentation, as required, to evidence the Consultant's Mandatory Qualifications and Experience to deliver services required to complete the Scope of Work:

- A. Organization. A brief description of Consultant's background, years in business, organizational history, and client base. Briefly state Consultant's total number of employees and list all relevant licenses, specialties, and trainings held by Consultant and/or employees. List office location(s) and identify the office(s) from which services will be performed.
- B. Experience. A brief statement of how long Consultant has been performing the services required to complete the Scope of Work. Consultant shall have a minimum of five (5) years of experience providing the services required to complete the Scope of Work to public agencies in California. If the Consultant has been in business for less than five years, the experience of its principals may be used to meet this requirement.
- C. Public Agency Experience. A description of no more than ten (10) public sector projects completed within the last five (5) years that demonstrates Consultant's experience performing services to complete the Scope of Work, including a statement as to whether Consultant has

experience working for the Sonoma County Library, or a public agency similar in size to the Library. Note key personnel involved in each project and if they are proposed for this Proposal. If applicable, differentiate which work was performed by subConsultant. List any contractual relationships with the Library existing now or within the past five (5) years.

- D. Personnel. A narrative description, resume, and organizational structure chart of personnel to be assigned to complete tasks within the Scope of Work, clearly indicating where SubConsultants will be used, if applicable. The narrative description or resume shall list, at least, each individual's title, education, relevant experience and duration, professional licenses, and demonstrated accomplishments. Identify the individual who will lead the day-to-day work effort and serve as the primary contact to the Library.
- E. References. A list of five (5) references for whom the services required to complete the Scope of Services have been performed by Consultant within the last three (3) years. The list of references shall include name, mailing address, email address, brief description of services completed relevant to this RFP, and point of contact who can attest to the quality and effectiveness of the services.
- F. Local Benefit. A statement describing any and all local benefit the Consultant would bring to the Contract. For example, local benefit may include but is not limited to local vendors, suppliers, labor or subConsultants 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 Proposal should be measurable. At the end of the Contract, the Consultant shall be required to provide a report detailing the measures taken to enhance the local benefit and whether or not stated goals were met. For purposes of this section, a local vendor or service provider is one located within the Library limits and in possession of a The Library business license.
- G. History. A statement as to whether there have been any mergers, acquisitions, or sales related to Consultant's organizational structure within the last three (3) years. If so, attach an explanation providing relevant details.
- H. Legal Challenges. A statement as to whether there is any pending litigation against the Consultant. If such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Consultant's ability to perform the Contract.
- I. Fiscal Viability. A statement as to whether, in the last ten (10) years, the Consultant 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. If so, attach an explanation providing relevant details.
- J. Business License. Registration with the Secretary of State to conduct business in the State of California. Attach a copy of a proof of registration.

3.4. [Technical Project Approach](#)

Describe the operational or organizational approach the Consultant will take to fulfill the Scope of Work.

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

3.5. [Rate Sheets](#)

Rate Sheets for Professional Services as addressed in this RFQ, must be submitted via the Library's e-Procurement Portal. Costs shall include all applicable federal, state, and local taxes and must be all-inclusive of project expenses, as no additional charges shall be allowed, except for additional services as requested by the Library, if any. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc. Rate Sheets will only be opened after all other criteria have been evaluated and scored. Once rate sheets have been opened, evaluation and scoring of the rate sheets will be completed.

Consultant agrees to maintain pricing pursuant to their submittal for the duration of the initial contract term and any optional extensions.

4. GENERAL INFORMATION

4.1. [Proposal Submission](#)

All Proposals, including any attachments, exhibits, or amendments, shall be mailed or hand delivered to:

Sonoma County Library

ATT: Dave Tichava

6135 State Farm Drive

Rohnert Park, Ca 94928

Post Mark no later than:

April 14th 2023

Firms shall respond to the RFQ and any exhibits, attachments, or amendments.

A Consultant's failure to submit a Proposal in compliance with the procedures and timelines set forth in the RFQ shall cause the Proposal to be deemed nonresponsive and rejected. A late Proposal shall not be accepted. Additional time to respond shall not be granted to any Consultant.

4.2. [Questions and/or Objections](#)

It is to the Library and Consultant's benefit that questions and objections are brought to the Library's attention so it may issue necessary amendments to the RFQ and help prevent the opening of defective proposals upon which the Library could not award a Contract. Consultant should carefully review this RFQ and all attachments for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively, "Questions").

A Consultant may submit Questions related to this RFQ to the Library Facilities Manager Dave Tichava by email no later than March 30th 2023.

Questions shall be considered waived and invalid if not brought to the attention of the Library in conformity with this subsection. Questions not submitted through the Library's e-Procurement Portal will not be accepted or responded to. Questions submitted after the deadline will not be accepted or responded to. Questions and answers will be posted on the Library's e-Procurement Portal and visible to all.

Any revisions to the Standard Contract should be in the Proposal Transmission Letter and shown in redline, as described above.

4.3. [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.

4.4. [Proposal Withdrawal](#)

A Proposal may be withdrawn in writing at any time before the deadline to submit a Proposal, after withdrawing a Proposal, a Consultant may send another Proposal.

4.5. [Proposal Amendment](#)

After the deadline to submit a Proposal, the Library shall not accept any amendments, revisions, or alterations to a Proposal.

4.6. [Proposal Errors](#)

Consultants are liable for all errors or omissions contained in their proposal. A Consultant is prohibited from altering a Proposal after the deadline for submitting a proposal, through any means.

4.7. [Incorrect Proposal Information](#)

If the Library determines that a Consultant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Consultant knew or should have known was materially incorrect, the Proposal may be rejected by the Library, at its sole discretion.

5. TERMS AND CONDITIONS

5.1. Assignment and Subcontracting

The Consultant may not subcontract, transfer, or assign any portion of the Contract without prior written approval from the Library. Any subConsultant, subconsultant, or other contracting parties (collectively, "SubConsultant") must be specifically approved in writing by the Library. Inclusion of a subConsultant in a Proposal does not guarantee the Library's later approval of a SubConsultant.

Notwithstanding the use of an approved SubConsultant, the Consultant shall remain the prime Consultant and responsible for all work performed under the Contract and pursuant to this RFP.

5.2. RFQ Amendment and Cancellation

The Library reserves the unilateral right to amend this RFQ in writing at any time. The Library also reserves the right to cancel or reissue the RFQ at its sole discretion. The Library shall post copies of the RFQ and amendments on the Library's e-Procurement Portal and it shall be the responsibility of the responding firm to click "Follow" on the project to receive notifications. It shall be the responsibility of the firm to also self-monitor the posting of written responses. Responding firms shall respond to the final written RFQ and any exhibits, attachments, and amendments.

5.3. Right of Rejection

A. The Library reserves the right, at its sole discretion, to reject any and all Proposals, no matter their level of responsiveness, or to cancel this RFQ in its entirety.

B. A Consultant must comply with all of the terms and instruction of this RFQ, and all applicable state and local laws and regulations. Any Proposal that does not meet the requirements of this RFQ may be considered to be nonresponsive and rejected.

C. A Consultant may not restrict the rights of the Library or otherwise qualify a Proposal. If a Consultant does so, the Library may determine the Proposal is a nonresponsive counteroffer, and the Proposal may be rejected.

D. The Library reserves the right, at its sole discretion, to waive variances in a Proposal, provided such action is in the best interest of the Library. Where the Library waives variances in a Proposal, such waiver does not modify the RFQ requirements or excuse the Consultant from full compliance with the RFQ. Notwithstanding any variance, the Library may hold any Consultant to strict compliance with the RFQ.

5.4. Prohibition of Respondent Terms and Conditions

A Consultant shall not submit their own contract terms and conditions in a Proposal. If a Proposal contains such terms and conditions, the Library, at its sole discretion, may reject the Proposal. A Consultant may either submit Questions to gain clarification on a term of the Library's Standard Contract

or submit proposed revisions to the Library's Standard Contract in redline as part of the Proposal Transmission Letter, both pursuant to the terms of this RFQ.

5.5. [Joint Ventures and Partnering](#)

A Proposal 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. Joint proposals must adhere to the following:

- A. The Proposal shall respond to each section and subsection of this RFQ.
- B. 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 RFQ.
- C. The Proposal must include a copy of the joint venture or partnering agreement(s) that identify the Principals involved, as well as their rights and responsibilities regarding the Contract pursuant to this RFQ.
- D. The Proposal Transmittal Letter must be signed by each Principal of the joint venture and include all required information.

5.6. [Proposal of Alternate Services](#)

A Proposal for alternate services (i.e., proposals that offer something different from that requested by the RFQ) will be considered nonresponsive and rejected.

5.7. [Proposal of Additional Services](#)

A Proposal may indicate and offer services in addition to those required by this RFQ. These additional services may be added to the Contract, at the sole discretion of the Library. The cost for any such additional services shall be mutually agreed upon by the Consultant and the Library, and incorporated into the Contract before execution.

5.8. [Severability](#)

If any provision of this RFQ 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 Consultants shall be construed and enforced as if the RFQ did not contain the particular provision held to be invalid.

5.9. [Prevailing Wages](#)

A. Consultant Registration. Pursuant to Labor Code section 1725.5, no Consultant or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No Consultant or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5. The work contemplated by this RFQ is subject to compliance monitoring and enforcement by the DIR.

B. Prevailing Wages. Consultants 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 in the Library's office, and the contents of those schedules are included herein as if set forth in full. Licensure and Special Certification.

5.10. Licensure and Special Certification

Before executing the Contract pursuant to this RFQ, the Consultant must hold all necessary business and professional licenses and certifications to complete the Scope of Work. The Library may require any or all Consultants to submit evidence of proper licensure and certifications.

5.11. Disclosure of Proposal Contents

All Proposals and other materials submitted to the Library related to this RFQ shall 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, or by rejection of all Proposals, the Proposals shall be open for review by the public to the extent required by the California Public Records Act, Government Code section 7920 et seq.. By submitting a Proposal, a Consultant acknowledges and accepts that the contents of the Proposal and associated documents shall become open to public inspection.

Portions of a Proposal exempt from public disclosure by law may be protected from public disclosure by the Library. A Consultant is required to clearly label such portion of a Proposal "CONFIDENTIAL" and list the grounds for non-disclosure. In doing so, the Consultant thereby agrees to indemnify and defend the Library from any action arising from the non-disclosure of the information. The failure to so label any information shall constitute a complete waiver of all claims for damages caused by or related to any release of the information.

5.12. Conflict of Interest and Restrictions

By submitting a Proposal, the Consultant 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 Consultant in connection with the procurement under this RFQ.

5.13. Local Benefit Definition

The Consultant is required to provide a statement describing any and all local benefit the Consultant would bring to the Contract. 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 Proposal should be measurable. At the end of the Contract, the Consultant shall be required to provide a report detailing the measures taken to enhance the local benefit and whether or not stated goals were met.

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

5.14. Proprietary Information

The electronic/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.

6. EVALUATION CRITERIA

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Proposal Transmittal Letter</p> <p>Submission of proposal transmittal letter in conformity with requirements detailed in the RFQ.</p>	Points Based	10 <i>(10% of Total)</i>
2.	<p>Consultant Qualifications and Experience</p> <p>Qualifications and experience of the Consultant and members of the team that may be assigned tasks within the Scope of Work.</p>	Points Based	20 <i>(20% of Total)</i>
3.	<p>Proven Ability</p> <p>Ability to provide the services to complete the "Scope of Work" as demonstrated by the described prior projects and prior work with public agencies, including those that are similar in size to the Sonoma County Library.</p>	Points Based	25 <i>(25% of Total)</i>
4.	<p>Technical Approach</p> <p>Operational and organizational approach to provide the services to complete the Scope of Work.</p>	Points Based	15 <i>(15% of Total)</i>
5.	<p>Acceptance of Library's Standard Contract for Services</p> <p>Willingness to accept the Library's Standard Contract with little to no qualifications.</p>	Points Based	10 <i>(10% of Total)</i>
6.	<p>Rate Sheets</p> <p>The Library's evaluation process is intended to identify the Consultant with the best combination of attributes. Cost is not the exclusive attribute and the lowest Consultant is not guaranteed to be offered a Contract.</p>	Points Based	20 <i>(20% of Total)</i>

7. CONSULTANT SELECTION AND CONTRACT AWARD

7.1. Interviews

- A. 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 in May 2023. 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 Administration 6135 State Farm Drive, Rohnert Park, Ca 94928. 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.

- B. 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 RFQ coordinator will then open the sealed Rate Sheets 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 rate sheets. 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.

7.2. Proposal Evaluation Process

The Proposal review and evaluation process will comply with the following processes ("Proposal Evaluation Process"):

A. The Proposal Evaluation Process is designed to establish a list of qualified Consultants with the best combination of attributes based upon the Evaluation Criteria.

B. The Library's Proposal Evaluation Process is intended to identify the Consultant with the best combination of attributes. Cost is not the exclusive attribute and the lowest Consultant is not guaranteed to be offered a Contract.

C. The Project Contact, identified in the "Contact Information" of this RFQ shall manage the Proposal Evaluation Process and maintain all records related to the process.

D. The Project Contact shall conduct an initial review of all Proposals and determine if each Proposal is in compliance with the requirement specified in this RFQ and, thereby, responsive.

E. The Project Contact shall work with selected Library staff whose specialties and responsibilities are relevant to this RFQ (collectively, "Evaluation Team") to complete the evaluation process.

F. The Evaluation Team shall evaluate all responsive Proposals. Each Evaluation Team member shall score each responsive Proposal based on the Evaluation Criteria.

G. The Library reserves the right, at its sole discretion, to request clarification of any Proposal. Any such communication shall only be after initial evaluation by the Evaluation Team and only for the purpose of ensuring full understanding of the Proposal. Any clarification shall be made by the Consultant in writing.

H. Consultants with the highest scores pursuant to the Evaluation Criteria may be asked to interview with the Library. The Library reserves the right, at its sole discretion, to request interviews. If the Library requests interviews, interviews will be on the Prospective Interview Date identified above. Interviews will be one hour, take place at the Sonoma County Library Library Hall, and time slots will be assigned by Library staff. Interviews shall be attended by (1) the individual identified in the Proposal as the primary contact to the Library on a day-to-day basis and (2) members of the proposed team identified in the "Personnel" section of the Mandatory Qualifications and Experience. Interviews will be conducted by the Evaluation Team and in a format determined by the Team. The Evaluation Team shall use the Evaluation Criteria to rate Consultants during the interview.

7.3. [Contract Award Process](#)

The contract selection and award process shall comply with the following process ("Contract Award Process"):

A. The Project Contact shall invite the Consultants with the highest score from the Proposal Evaluation Process to participate in contract negotiations with the Library.

B. Consultant and Library shall negotiate the final terms and conditions of the Contract, pursuant to this RFQ. The Contract shall contain the same, or substantially the same, terms and conditions as portrayed in this RFQ, the Scope of Work, the Proposal, and the Library's Standard Contract.

C. Following negotiations, the Library shall draft contracts with all qualified vendors for execution by all parties. If the Consultant fails to sign and return the Contract within seven (7) working days of its delivery to the Consultant, the Library may determine, at its sole discretion, that the Consultant is nonresponsive to the terms of this RFQ and initiate further Proposal Evaluation Processes.

D. Library records related to this RFQ shall be made available for public inspection, as permitted by law, following Contract execution, or rejection of all Proposals.

E. The Library reserves the right to accept or reject any or all Proposals.

7.4. [Assignment for Work](#)

Individual assignments will be awarded on an as-needed basis. The Library may assign work by soliciting proposals from one or more of the Consultants approved for the Qualified List depending on the type of work required, estimated dollar value of the contract, experience and expertise required for the work, consultant's current workload, ability to respond, or other criteria. The Library reserves the right to unilaterally assign work to any of the awarded firms, as it deems prudent.

7.5. Solicitation and Award of Projects or Tasks

The Library will require all of the Consultants on the final qualified list to sign a Professional Services Contract which contains the same terms as the Contract attached to this RFQ.

Assignment of work will be made by soliciting informal proposals from one or more Consultants on this list.

As projects or tasks are identified by the Library and proposals solicited, Consultants will typically be required to provide, at a minimum: a proposed scope of work, detailed fee and time schedule, and designated staff to be used.

The fee schedule submitted in the proposal shall use the fees included in Consultant's original proposal submittal.

Failure to respond three or more times to the Library's requests for informal proposals, or failure to meet the Library's requirements may result in removal of the Consultant from the Qualified List, and/or cancellation of the Consultant's Contract, at the discretion of the Library.

The Library makes no specific guarantee of a minimum or maximum number of hours or amount of services, which shall be required of any single Consultant. In addition, the inclusion of any Consultant on any Qualified List or award of a Professional Services Contract shall in no way be considered an exclusive agreement to provide service for the Library.

Consultants who are selected as a result of this RFQ shall not represent themselves as having an exclusive agreement with the Library and further, shall not identify themselves as ranking higher than other firms in the selection process. Failure to adhere to this condition may result in removal of the Consultant from the Qualified List and/or cancellation of a resulting agreement, at the discretion of the Library.

8. STANDARD CONTRACT INFORMATION

8.1. Standard Contract

The Contract executed pursuant to this RFQ shall contain the same, or substantially the same, terms as provided in the Sonoma County Library Standard Professional Services Contract (provided in Attachments). Capitalized and bracketed items shall be replaced with appropriate information in the final contract.

This RFQ, including the Scope of Work, and the successful Proposal emanating from the RFQ process shall be incorporated into the Contract.

8.2. Insurance Requirements

The apparent successful responding firm will be required to provide proof of insurance in compliance with the Insurance Checklist and Standard Contract, both in Attachments, prior to commencing work. Exceptions to Library insurance requirements will not be made. Any Consultant unable to meet the insurance requirements, as detailed, shall not be eligible for selection or award of contract.

The apparent successful Consultant will be required to provide proof of insurance as set forth in the attached Standard Contract and Insurance Requirements prior to commencing work.

8.3. Contract Approval

This RFQ and the Consultant selection processes do not obligate the Library to act in any certain way and do not create rights, interests, or claims of entitlement to any Consultant or any other entity. Any perceived or actual obligation of the Library related to this RFQ shall not commence until after the Contract is fully executed in compliance with Library ordinances and regulations to establish a legally binding contract.

8.4. Contract Payment

Contract payments shall only be made in accordance with the terms and conditions of the Contract and only after the Contract is fully executed in compliance with Library ordinances and regulations. No payment shall be made until the Contract is executed. The Library shall not be liable for any payment related to this RFQ or the Scope of Work prior to the execution of the Contract, even if the services or work is done in good faith or reliant on oral promises.

8.5. Contract Monitoring

The Consultant shall be responsible for the completion of all services required to complete the Scope of Work. All services, work, and tasks pursuant to the Scope of Work are subject to inspection, evaluation, and acceptance by the Library. The Library may employ all reasonable means to ensure that the Scope of Work is progressing and being performed in compliance with the Contract, including, but not limited to, inspection of Consultant's office, records, files, and other materials and places related to the Scope of Work. If the Library wishes to conduct such an inspection, the Consultant shall provide reasonable access and assistance.

8.6. Contract Amendment

During the course of the Contract, the Library may request the Consultant to perform additional services for which the Consultant would be compensated. Those services shall be within the general scope of this RFQ. In such instances, the Library shall provide the Consultant a written description of the additional work, and the Consultant shall submit a time schedule and cost proposal for completing the additional services, based on either the rates included in the Consultant's Proposal to this RFQ or else a fixed fee that is mutually agreed to by Library and Consultant, whichever is lowest. If the Library and Consultant reach an agreement regarding the services and associated compensation, said agreement shall become effective by means of an amendment to the Contract.

9. CONSULTANT QUESTIONNAIRE

9.1. [Proposal Requirements*](#)

Please confirm that you have read and met all of the Proposal Requirements.

Yes

No

*Response required

9.2. [Type of Business*](#)

Please confirm your form of business.

Individual

Sole Proprietor

Corporation

Non-Profit Corporation

Partnership

Joint Venture

Limited Liability Company

*Response required

9.3. [Please enter Legal Company Name and any related DBA*](#)

Please enter the full legal company name and any other business names related to this proposal registered with the Secretary of State to conduct business in the State of California.

*Response required

9.4. [W-9](#)

Please upload your current W-9 form here.

9.5. [Please provide your Consultants License #, if applicable.](#)

9.6. [Proposal Documents without Cost Proposal*](#)

Please upload all of the following Proposal Documents here and in the following order, WITHOUT any Cost Proposal documents.

- A. Proposal Transmittal Letter
- B. Consultant's Mandatory Qualifications and Experience

C. Technical Project Approach

*Response required

9.7. [Rate Sheets*](#)

Please upload your Rate Sheet documents here. The Rate Sheets must be uploaded separately from other portions of the Proposal.

*Response required

9.8. [Rates using Pricing Table*](#)

The bidder acknowledges that a Rate for Professional Services must be submitted via the Library's e-Procurement Portal and will be kept separate from the rest of the response.

Please confirm

*Response required

9.9. [One Proposal Document with Cost Proposal](#)

Please upload your entire Proposal response documents here, including any pricing information.

- A. Proposal Transmittal Letter
- B. Consultant's Mandatory Qualifications and Experience
- C. Technical Project Approach
- D. Cost proposal/Rate Sheet

9.10. [Standard Library Contract Qualifications](#)

If the Consultant has qualifications, the Consultant shall upload a document identifying the Contract language at issue and Consultant's suggested adjustment or modification in redline. If no qualifications are identified, Consultant is presumed to have accepted the Contract and be capable of completing the Scope of Work, as well as all reasonably associated managerial tasks, without reservation or qualification pursuant to the Contract.

9.11. [Insurance Requirements*](#)

The Consultant acknowledges the Library's insurance requirements and endorsements as outlined in the Insurance Checklist in Attachments. Any Proposal unable to meet the Insurance Checklist requirements shall be considered nonresponsive and ineligible for Contract award.

Consultant shall be required to provide proof of requisite insurance prior to Contract execution. Failure to do so shall be just cause for forfeiture of the Proposal guaranty and/or rejection of the Proposal.

Please confirm

*Response required

9.12. Certification Regarding Debarment*

The Library performs a SAM.GOV verification check to confirm debarment status. Please download the attached document, complete the form, and upload.

A unique entity identifier is requested for contracts greater than \$25,000 or funded with Federal dollars. Your entity may register for a unique entity identifier on SAM.GOV at the following link <https://sam.gov/content/entity-registration>.

For all other Consultants, the completed form is sufficient.

*Response required

9.13. System Award Management

Vendors submitting responses on federally funded projects must register on SAM.gov and provide proof of registration.

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). Please supply SAM.gov Unique Entity ID number.

If you have applied for your SAM.gov registration, but have not yet been issued a SAM.gov Unique Entity ID number, please type "Applied."

9.14. Federal Byrd Anti-Lobbying Certification

For Consultants responding to federally funded projects exceeding \$100k, please complete the Byrd Anti-Lobby Certification [**attach**]

9.15. Other Documentation

Please upload any additional documentation that you feel would be a value to your submitted proposal. For example: Awards, Licenses, etc.

10. RATE SHEET

Please generate pricing table based on your project requirements. By task, rates, or units.

No pricing table has been provided.

PROFESSIONAL SERVICES AGREEMENT

This Agreement dated as of _____, 20__ (the "Effective Date"), is made by and between the Sonoma County Library, a California Joint Powers Authority (hereinafter referred to as "Library") and _____, a _____ (hereinafter referred to as "Consultant"), pursuant to the terms and conditions set forth below.

RECITALS

- A. Library proposes][desires] _____.
- B. Consultant has presented a proposal for such services to the Library, dated _____, 20__, (attached hereto as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services.

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

AGREEMENT

I. 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 (the "Schedule of Performance"). 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. Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research

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 Section 4; or (d) pursue any and all other remedies at law or in equity.

2. Payment.

2.1 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. Payments shall be made based on the hours of services actually provided, but in no event shall the total payable under this Agreement exceed \$_____ without the Library's prior, written approval.

2.2 If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the Library's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 3.2.

2.3 If the work is halted at the request of the Library, compensation shall be based upon the proportion that the work performed bears to the total work required by this Agreement, subject to Section 4.4.

3. Term of Agreement.

3.1 The term of this Agreement shall be from _____, 20__ through _____, 20__, unless terminated earlier in accordance with the provisions of Section 4, below.

3.2 The Library Director or the Director's designee may, by written instrument signed by the Parties, extend the duration of this Agreement for [a period of _____] **OR** [a period equal to the original term of this Agreement] in the manner provided in Section 8, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 2, Payment.

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 **[30]** days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of her 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 all required invoices.

4.4 Payment Upon Termination. Upon termination of this Agreement by the Library Consultant shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder. 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 Suspension of Performance. The Library may temporarily suspend this Agreement, at no additional cost to Library, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If Library gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement.

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

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the Library (including its commissioners, officers, agents, and employees) from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against the Library based upon a claim relating to Consultant's performance or obligations under this Agreement. This provision shall be interpreted broadly in favor of the Library, and Consultant's obligations under this provision apply whether or not there is concurrent negligence on the Library's part, but to the extent required by law, excluding liability due to the Library's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or her agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**[FOR DESIGN PROFESSIONAL SERVICES AGREEMENTS (i.e. Architects and Engineers)
DELETE THE ABOVE PARAGRAPH AND USE THE FOLLOWING TWO PARAGRAPHS
INSTEAD]**

[Consultant shall protect, hold free and harmless, defend and indemnify the Library, 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 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 Library.】

6. Insurance. With respect to performance of work under this Agreement, Consultant shall 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. Amendments, Changes or Modifications. 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 her work will be performed 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 she 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 Compliance with Laws.

9.2.1 Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Agreement.

9.2.2 **[FOR WORK SUBJECT TO PREVAILING WAGES]** The work contemplated under this Agreement is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of **Exhibit "D"**.】

9.2.3 **[FOR WORK FUNDED IN WHOLE OR IN PART FROM GRANT FUNDS]** [This Contract is funded in whole in part through grant funds received under the following grant[s]: _____ **[list the grant program(s) and identifying information such as the date of any grant agreement]** (the "Grant"), the terms of which are incorporated herein. Copies of the Grant[s] and any related materials have been made available to Consultant, and Consultant shall ensure that its performance under this Contract, and that of any subcontractors, conforms to the requirements of the Grant.]

9.3 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 Section 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees

9.4 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.

9.5 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.

9.6 Conflict of Interest. Consultant covenants that she presently has no interest, and that 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 her services hereunder.

9.7 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.

9.8 Ownership and Disclosure of Work Product.

9.8.1 All materials prepared by the Consultant under this Agreement shall become the property of the Library, and the Consultant shall have no property right therein

whatsoever. Immediately upon termination, the Library shall be entitled to, and the Consultant shall deliver to the Library, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Agreement which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the Library which is in the Consultant's possession. Consultant may retain copies of the above-described materials 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.

9.8.2 **EITHER** [Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the Library.] **OR, FOR ARCHITECTURAL OR ENGINEERING DESIGN SERVICES ONLY**, [The reuse of any of the materials or documents described in Paragraph 9.8.1 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 Section 10 limits the Library's right to terminate this Agreement pursuant to Section 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. However, claims for money due or to become due Consultant from the Library under this Agreement may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer whether voluntary or involuntary shall be furnished promptly to the Library.

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

Erika Thibault, 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

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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. 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.

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

13.12. 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. This Agreement may be signed electronically. By signing this document in electronic form, the parties agree that this Agreement may be transmitted and signed electronically by all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California law and regulations, including but not limited to Civil Code section 1633.7

13.13. 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: _____, 20__

By: _____

LIBRARY:

Dated: _____, 20__

By: _____

Erika Thibault
Director
Sonoma County Library

APPROVED AS TO FORM FOR LIBRARY:

By: _____

Jeffrey Mitchell
General Counsel

EXHIBIT A
Scope of Work

EXHIBIT B
Payment Terms

EXHIBIT C

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, her obligation to maintain the required insurance at all times during the performance of this Agreement. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the Library as a material breach of this Agreement. Approval of the insurance by the Library shall not relieve or decrease any liability of Consultant.

Required Insurance

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. If required by law, Consultant shall execute a certificate in compliance with Labor Code Section 1861, on a form acceptable to the Library.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the Library, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$2,000,000.00]** per occurrence and **[\$4,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 0714 naming the Library, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the Library, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the Library shall be primary as respects the Library, its officers, officials, employees and any insurance or self insurance maintained by the Library, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$2,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

[4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Agreement and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Agreement. The limits of such professional liability insurance coverage shall not be less than **[\$2,000,000]** per claim.]

C. In addition to any other remedy the Library may have, if Consultant fails to maintain the insurance coverage as required in this Section, the Library may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Library may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Agreement.

D. No policy required by this Agreement shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the Library.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the Library.

F. The requirement as to types, limits, and the Library's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Agreement.

EXHIBIT D

Labor Compliance

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Agreement in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Agreement. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at Library Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The Library will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the Library.

C. By executing this Agreement Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by Library representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The Library shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the Library the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Agreement in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The Library will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Agreement, and will not under any circumstances, other than delays caused by the Library, or the Library's agents, be considered as the basis of a claim against the Library.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Agreement. This record shall be open at all reasonable hours to the inspection of the Library. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the Library the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Agreement by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Agreement. As applicable, the Consultant or any

Subcontractor employed by the Consultant in the performance of this Agreement shall take such actions as necessary to comply with the provisions of Section 1777.5.