



Request for Proposals
to Provide
Central Santa Rosa Library Presentation
and Audio/Video Solutions

Submit proposal to:

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

2507142.1 14597.005

Date of Issuance: April 16, 2024
Proposals Due: May 6, 2024 by 3:00 pm

I. GENERAL PROJECT DESCRIPTION

A. INTRODUCTION

1. *Project Background and Description*

The Sonoma County Library ("Library") is a countywide public agency that provides library services to the Sonoma County area, encompassing all nine cities and the unincorporated County areas. A Joint Powers Agreement adopted in 1975, and revised in 2014, established the Library as a separate public agency. Today, the Library serves half a million County residents at 12 regional libraries, two rural stations, three special collections, and a wide variety of digital resources.

The Sonoma County Library Commission ("Commission") is an 11-person body responsible for governing the Library. Commissioners are appointed by the JPA-member cities in Sonoma County and the Sonoma County Board of Supervisors.

The Library is known nationally for our innovation, and locally for our connection to our residents and communities. We are a community hub where learning, the arts, technology, and people come together to discover, learn, and share.

Located in Downtown Santa Rosa, the Central Santa Rosa Library is the largest library in the Library system. The current building originally opened in 1967 to serve as the flagship branch for the Library system. Since that grand opening, the Library branch was remodeled in 1999. At 61,800 square feet, it serves a population of 174,523 but is of course open to all County residents, visitors, and guests. The Central Santa Rosa Library annually holds over 300 events in its forum room. These events vary from children's story times, book talks, gaming, webinars and hybrid meetings.

2. *Purpose*

The purpose of this Request for Proposals to Provide Central Santa Rosa Library Presentation and Audio/Video Solutions ("RFP") is to identify a qualified vendor to update the audio/visual experience in the Central Santa Rosa Library's forum room in order to support Library Commission meetings for in-person and remote attendees, in addition to supporting other library events held in the room. The Library is seeking a qualified vendor to both design and install a system that improves the forum room experience for all involved ("Vendor"). The intent of this RFP is to enter into an agreement between the Library and Vendor for the forum room system design and installation.

B. SCOPE OF WORK

The Vendor selected is expected to design, procure, install, test, and deploy a new turn-key audio/visual and presentation system and be able to provide post-installation support services to Library staff, officers, and other agents. The Vendor will be expected to meet the requirements and provide the services set forth below ("Scope of Work"):

1. **Design a new cost-efficient audio/visual and presentation solution to conduct and record meetings held in Central Santa Rosa Library Forum Room with the following features.**

- a. The project should result in a turn-key solution and include all the design, project management, procurement, installation, testing, deployment and training of the new solution.
- b. Project should incorporate all, or most, of the components outlined in **Attachment B**, "Project Approach, Equipment, and Work Schedule."
- c. The Library would like to reuse certain portions of the existing equipment to the extent possible. This equipment is:
 - i. Motorized Da-Lite screen
 - ii. Epson PowerLite Pro Z9900W projector
 - iii. Existing Bose and QSC brand mounted speakers
 - iv. Listen LT-803 assisted listen system
 - v. Front mounted Aver CAM520 Pro 2
- d. Room controlled from a wall plate installed in the forum room at a location of the Library's choosing.
- e. On-site installation work to take no more than three (3) weeks, and in coordination with Library event schedules. The work can be performed during Library normal business hours, after hours, and weekends if necessary. The planning and prep time leading up to meet this requirement should be considered and noted in the proposal.

2. Installation of new audio/visual presentation solution.

- a. Procure software and hardware
- b. Remove existing equipment and wiring
- c. Install the new system
- d. Test the new system
- e. Final deployment of the new system

3. Provide system documentation and train Library staff.

- a. Documentation of all technical specifications relating to the new system (cabling, connectivity and system integration)
- b. Provide vendor supplied user manuals and technical guides for all components and software
- c. Provide on-site training to staff along with written training materials or user guides

4. Provide support of the new system per for three (3) years.

Support should include proactive regular maintenance of the system for items such as firmware and software upgrade, security patches, and emergency troubleshooting as well as equipment repairs and replacements.

Selection of a proposal will be made pursuant to the process described in this RFP. Upon selection, the Library will finalize the terms of the contract with the selected proposer. The contract shall be in substantially the same form as the Library's Sample Agreement, attached hereto as **Attachment A**, and a proposer agrees to be bound by identical, or substantially the same, terms as those in the Sample Agreement.

The resulting contract will be of no force or effect until signed by both parties. Performance shall not commence until a valid contract has been executed between the successful proposer and the Library. The Library shall not pay for any goods or services performed prior to execution of a valid contract.

C. PRE-PROPOSAL MEETING

To familiarize interested proposers with the project and to provide an opportunity to tour the forum room, a mandatory pre-proposal meeting is scheduled at 10:00 A. M. on April 24, at the Central Santa Rosa Library, located at 211 E Street, Santa Rosa, CA 95404.

D. NOTICE OF RFP

Proposers interested in, intending to apply, or actually applying to this RFP are recommended to add their name and contact information to the Library's contact list for this RFP in order to receive notice related to the same. The Library is not responsible for not giving notice to any person or organization who has not properly submitted their contact information.

To request notice, email the Library's contact person listed immediately below, stating your request for notice, and expressly referring to this RFP:

Mike Dawe
E-Mail: mdawe@sonomalibrary.org

E. SCHEDULE

The following Schedule applies to this RFP ("Schedule"). The Schedule is subject to change and, except as provided below, changes will be made by written amendment distributed to every person who has requested notice related to this RFP.

DATE	EVENT
April 16, 2024	Release of Request for Proposals
April 24, 2024	Pre-Proposal Meeting 10:00am at Central Santa Rosa Library
April 25, 2024	Proposers' written questions due via email by 5:00 p.m.
April 26, 2024	Library's written responses to questions distributed via email by 5:00 p.m.
May 6, 2024	Proposals due via email by 3:00 p.m.
May 8, 2024	Proposals evaluated by Library
May 10, 2024	Notice of Intent to Award issued
May 10, 2024	Contract presented to Library Director for approval

F. QUESTIONS

Potential proposers may submit written questions regarding this RFP via email to the contact person below on or before the date listed in the Schedule. The Library will respond to each properly-submitted question in writing via email on or before the date set forth in the Schedule. The Library will send each question and answer to every person who has requested notice regarding this RFP.

Questions regarding this RFP should be sent via e-mail directly to the Library's contact person:

Mike Dawe
E-Mail: mdawe@sonomalibrary.org

All questions and responses must be in writing; no verbal communications between a proposer and Library staff regarding the substance of a pending RFP are permitted, and any verbal representations provided by Library staff are not binding on the Library.

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Library's contact person of such perceived error. Modifications to this RFP may be made by addenda, which then become part of this RFP.

G. AMENDMENT, WITHDRAWAL, REJECTION, OR MULTIPLE AWARDS OF RFP

The Library reserves the right to amend any portion of this RFP on or before the proposal submission deadline listed in the Schedule by issuing written notice to all persons and organizations who have requested notice.

The Library may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The Library's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a proposer from full compliance with solicitation document specifications. The Library reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual proposers if it is deemed in the Library's best interest. Moreover, the Library reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the Library.

In addition to the right to reject any and all proposals, in whole or in part, the Library also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Library responsible for the cost of preparing any proposal submitted in response to the RFP.

II. SUBMISSION OF PROPOSALS

A. PROPOSAL LENGTH AND FORMAT

The intent of this RFP is to encourage prospective vendors to submit proposals which clearly communicate their understanding of the Library's project requirements, the Scope of Work, and the services the Library seeks. Proposals submitted in response to this RFP must follow the format outlined below. Proposals that do not follow the form, content, or procedures outlined in this RFP may be considered nonresponsive and rejected without further consideration.

1. *Written Proposals*

Proposals must be in writing and signed by the proposer or its authorized representative. Proposals shall be limited in length to no more than 25 single-sided pages, including photographs or graphic materials.

2. *Submission Copies and Due Date*

Proposals will only be accepted via email. Only one copy is required. Proposers must submit their proposals by email to:

Proposals must be received by May 6, 2024 by 3:00 p.m. Proposals received after this time, in any other manner, or at any other location will not be accepted.

3. Proposal Contents

For ease of review and to facilitate evaluation, proposals for this project should be organized and presented in the following order and using the section titles indicated.

(a) Section I - Organizational Information:

In the "Organizational Information" section, please provide background information regarding you or your organization, including:

- (i) Your full name (individual, partnership, corporation, etc.), mailing and e-mail addresses, and primary telephone numbers;
- (ii) The name, mailing and e-mail addresses, and telephone numbers of the representative(s) authorized to execute contracts for the proposer;
- (iii) The name, mailing and e-mail address, and telephone number for the designated primary contact for day-to-day communications;
- (iv) If applicable, an organizational chart of the firm that would provide services for the project;
- (v) Your business history, the number and types of professional staff you employ or otherwise engage, and your years of experience in fields related to the project;
- (vi) A statement that the proposal contained therein will remain in effect and shall be legally binding for at least 120 days from the submission deadline stated in the Schedule; and
- (vii) Any other information regarding your organization that you believe would be relevant to the project.

(b) Section II – Qualifications and Experience:

In the "Qualifications and Experience" section, please explain your and your staff's qualifications and experience related to this RFP, including:

- (i) Your qualifications, licenses, and experience in the subject areas that are applicable to the project. Be specific in describing the depth of both your and your staff's knowledge and experience;
- (ii) The type of services you are particularly qualified to perform;
- (iii) The names and qualifications of all key personnel who may be part of the team for this project, and their respective roles on the project;

- (iv) A reference list of at least three (3) current clients for which you have provided similar services in the last 5 years, including the clients' contact names and telephone numbers;
- (v) A brief representative listing of similar projects completed in the past three (3) years and your responsibilities for those projects, as well as the responsibilities of other key personnel who would be part of the team on this project;
- (vi) Disclose any loss of professional licenses for you or any of your key personnel or sub-contractors, and related details;
- (vii) Disclose any lawsuit or any other type of proceeding (such as an arbitration) resulting from any job undertaken by you or your sub-contractors which is still pending or has occurred on projects within the last five years, and related details; and
- (viii) Any other information which might aid the Evaluation Committee in ascertaining your qualifications and experience.

(c) Section III - Project Approach, Equipment, and Work Schedule:

In the "Project Approach, Equipment, and Work Schedule" section, please copy, complete, and attach to your proposal the table of criteria listed in **Attachment B**.

(d) Section IV – Pricing Forms:

In the "Pricing Forms" section, please provide a complete list of anticipated hardware and software costs for all components and equipment related to the project as well as all costs for services including installation, training, and ongoing support and maintenance. Proposers are encouraged to copy, complete, and attach to your proposal the table of criteria listed in **Attachment C**, but not required. Vendors may include a detailed quote sheet in place of completing the criteria listed in **Attachment C**.

(e) Section V – Identification of Sub-Contractors:

The Library does not anticipate the need for a proposer to rely on sub-contractors for this project and prefers that a proposer not do so.

In the "Identification of Sub-Contractors" section, if subcontractors are needed, identify any subcontractors you intend to use for the proposed scope of work for the project. For each subcontractor listed, please indicate: (1) what products and/or services are to be supplied by that subcontractor; (2) what percentage of the overall scope of work that subcontractor will perform; and (3) qualifications of each subcontractor to perform the identified scope of work.

If no sub-contractors are needed, please state that.

(f) Section VI – Additional Information:

In the "Additional Information" section, please include any additional information you believe is pertinent to consideration of your proposal.

B. PROPOSAL DURATION AND CONTRACT TIMING REQUIREMENTS

All proposals shall remain in effect and be legally binding for at least one hundred and twenty (120) days after the proposal submission due date listed in the Schedule.

Unless otherwise authorized by the Library, the selected vendor will be required to execute a contract with the Library for the services requested within sixty (60) days of the Library's issuance of the notice of intent to award. If agreement on contract terms and conditions acceptable to the Library cannot be achieved within that timeframe, or if it appears that an agreement will not be possible after reasonable negotiations have been conducted (as determined at the sole discretion of the Library), then the Library reserves the right to retract the notice of intent to award and proceed with awards to other proposers, or to withdraw this RFP.

C. WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSALS

A proposer may withdraw a proposal at any time prior to the submission deadline listed in the Schedule by submitting a written notification of withdrawal signed by the proposer or its authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

D. CONFIDENTIALITY OF INFORMATION CONTAINED IN PROPOSALS

Upon submission, all proposals shall be treated as confidential documents until the selection and negotiation process has been completed. Once the Library has issued its notice of intent to award and the contract negotiations have been completed, all submitted proposals shall be deemed public records and become subject to public disclosure.

In the event that a proposer desires to claim portions of its proposal exempt from public disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed, and to clearly identify the information claimed to be confidential (for example, by highlighting, underlining, or bracketing it). Each page on which confidential material appears must be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The Library will consider a proposer's request for information identified as "confidential" to be exempt from public disclosure; however, the Library will make its decision as to whether such information is subject to public disclosure based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal are exempt from public disclosure will not be honored, and such a proposal may be rejected as being non-responsive. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly disclosed regardless of any designation to the contrary.

Proposers are advised that the Library does not wish to receive confidential or proprietary information except when it is necessary for consideration of the proposal. If any information or materials in a proposal are labeled "Confidential," then the proposal shall include the following clause:

[Legal name of bidder] shall indemnify, defend and hold harmless the Sonoma County Library, its officers, agents and employees, from and against any request, claim, action or

proceeding, and any damages or liability (including, but not limited to, attorneys' fees awarded under the California Public Records Act, Government Code § 7920.000, et seq.) resulting therefrom, which arise out of, concern, or involve any materials or information in this proposal that [legal name of bidder] has labeled as "Confidential" or otherwise not subject to disclosure as a public record.

E. DISQUALIFICATION OR REJECTION OF PROPOSAL

The Library may, at its sole discretion, disqualify or reject a proposal if it fails to furnish all information requested in this RFP, fails to follow the format requested in this RFP, or contains false, incomplete, misleading, or unresponsive statements.

III. SELECTION PROCESS

A. EVALUATION COMMITTEE TO REVIEW PROPOSALS

The Library shall form an Evaluation Committee to review the content of all proposals submitted in response to this RFP. The Evaluation Committee may be comprised of Library employees or officers, Commission members, or persons outside of the Library. The Evaluation Committee shall review and evaluate all timely proposals based on the terms of this RFP, and shall make a recommendation for selection of a vendor to the Library Commission. The Library Commission is ultimately responsible for approving any contract to be awarded under this RFP, at its sole discretion.

Those Library officers or employees who have a prohibited conflict of interest with a person or business entity submitting a proposal shall not participate in the review or selection process. Any person or business entity submitting a proposal who has such a relationship with a Library employee or officers who may be involved in the selection process shall advise the Library of the name of its employee in the proposal.

The Evaluation Committee may reject any or all proposals, or portions thereof, if it determines that it is in the Library's best interests to do so.

B. EVALUATION CRITERIA

Proposals may be evaluated using the following criteria (there is no value or ranking implied in the order of this list):

1. Demonstrated ability to perform the Scope of Work described in the RFP;
2. Experience, qualifications, and expertise;
3. Quality and timeliness of work, as verified by examples or references;
4. Fees and costs relative to the Scope of Work;
5. A demonstrated history of providing similar Work to comparable entities;
6. Willingness to accept the Library's contract terms in the Sample Agreement (**Attachment A**);
7. The business location(s) of the proposer; and
8. Any other factors the Evaluation Committee deems relevant. (When such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record.).

C. DEFECTS IN PROPOSALS

An error in a proposal may cause the Evaluation Committee to reject that proposal; however, the Evaluation Committee may, at its sole discretion, retain the proposal and make certain corrections if the proposer's intent is clearly established based on review of the complete proposal submitted. The Evaluation Committee may also correct obvious clerical errors.

D. ADDITIONAL OR SUPPLEMENTAL INFORMATION

The Evaluation Committee may, during the evaluation process, request any proposer to provide additional information which the Evaluation Committee deems necessary to evaluate the proposer's ability to perform the required services. Such information shall be required to be provided in writing, and shall become part of the proposal on record.

E. SELECTION OF PROPOSALS

The Library reserves the right to select the proposal(s) which in its sole judgment best meets its needs, and to award a contract to one or multiple qualified proposers. ***The lowest proposed cost is not the sole criterion for recommending contract award.***

IV. CONTRACT AWARD

A. NOTICE OF INTENT TO AWARD CONTRACT

Upon selecting a proposal, the Library will enter into contract negotiations with the chosen vendor. If such negotiations are unsuccessful, the Library will proceed to negotiate with the proposer who scored next highest in rank.

Upon successful completion of contract negotiations, all proposers who have submitted proposals in response to this RFP will be provided with notice as to the successful vendor through a notice of intent to award contract.

B. CONTRACT AWARD

The Evaluation Committee will make a recommendation on awarding a contract to the Library Commission. No contract will be in effect until approved by the Library Commission.

This RFP does not commit the Library to award a contract. The Library has absolute discretion in awarding a contract and reserves the right to waive informalities and irregularities in this RFP and/or the proposals received. The Library reserves the right to accept or reject any or all proposals or to modify or cancel this RFP in part or its entirety.

C. PROTEST PROCESS

Any protests to this RFP, the selection process, or the awarded contract must be in writing and must comply with the requirements set forth in the Library's Bid Protest Process, found on the Library's website in the [Policies and Procedures section](#).

Attachments:

Attachment A: Sample Contract

Attachment B: Project Approach, Equipment, and Work Schedule

Attachment C: Pricing Forms

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into this ___ day of _____, 20__ ("Effective Date") by and between the Sonoma County Library, a California joint powers authority ("Library"), and _____ ("Consultant"), pursuant to the terms and conditions set forth below ("Agreement"). Library and Consultant are collectively referred to herein as the "parties" and singularly as "party."

RECITALS

- A. Library seeks a consultant to provide _____ services, more particularly describes in the scope of work to the request for proposals issued by the Library for the services; and
- B. On _____, 2024, Library issued a request for proposals in order to identify such a consultant ("RFP"), the terms and conditions of which are incorporated herein by reference as if set forth in full; and
- C. Consultant has presented a proposal for such services to the Library, dated _____, 2024, attached hereto as **Exhibit A**, and incorporated herein by reference 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

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 (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 mutually agreed to by parties 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 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 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.

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. 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.

9.3 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. 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.

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). Whenever possible, an additional courtesy copy of any notice shall also be provided via email. 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
ethibault@sonomalibrary.org

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. 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 Agreement 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. 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

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

13.8 Authority. The parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by Library and Consultant on the date first written above.

SONOMA COUNTY LIBRARY,
a California joint powers authority

CONSULTANT,

ERIKA THIBAUT
Director

Name:
Title:

APPROVED AS TO FORM:
KRONICK, MOSKOVITZ,
TIEDEMANN & GIRARD,
a professional corporation

By: _____
JEFFREY A. MITCHELL
Library Counsel

ATTACHED
EXHIBIT A **Scope of Work Dated** _____
EXHIBIT B **Payment Terms**
EXHIBIT C **Insurance Requirements**

EXHIBIT A
Scope of Work

EXHIBIT B
Payment Terms

EXHIBIT C

Insurance Requirements

- A. Required Insurance. 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.

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.

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

Attachment B
Project Approach, Equipment, and Work Schedule

General Criteria	Yes/No	Details
Proposed system must provide options to incorporate preexisting Epson projector and Da-Lite motorized screen		
Proposed system must provide options to incorporate preexisting Bose and QSC speakers		
Proposed system must provide options to incorporate preexisting Aver CAM520 Pro 2		
Video Options		
Proposed system must provide an option for wireless laptop sharing using Barco Clickshare hardware		
Proposed System incorporate library provided Windows PC		
Proposed System incorporate library provided Apple TV		
Proposed System incorporate library provided Blu-ray player		
Proposed System incorporate wall plate video input		
Video Conferencing		
Proposed system must provide video conferencing cameras in both the front AND back of the forum room		
Proposed System must incorporate conference cameras AND microphones into video conference solution with library provided Windows PC		
Detail Controls for hosting web conferencing		
Wall Controls	Yes/No	Details
Proposed System must control the projector and screen from one button		
Proposed system must have switcher buttons for each input source		
Proposed system must have main volume control		
Proposed system must have individual volume button for each microphone		
Detail functionality of control panel		

**Attachment B
Project Approach, Equipment, and Work Schedule**

Microphone Functionality	Yes/No	Details
Proposed system must incorporate existing Shure handheld and lapel microphones		
Proposed systems must provide audio coverage for up to 14 people		
Microphones must provide audio pickup for both in-person AND virtual event/meeting attendees		
Detail microphone functionality for proposed system		
Wall Input Features	Yes/No	Details
Wall plate must include HDMI input		
Wall plate must include USB-C video input		
Equipment Rack	Yes/No	Details
Must include a lockable equipment rack with ample room for all necessary equipment		
The rack must be either installed inset into the wall below current A/V room window		
Rack must include equipment drawer(s)		
Training and Service Requirements	Yes/No	Details
Must provide training to system administration, and public services staff in the use of all equipment.		
Training will be performed in-person by the vendor and will take place at the Central Santa Rosa Library.		
The library requires user manuals, plus any other materials that are typically distributed during training.		
The library requires unlimited interaction with the vendor sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.		
Technical Support	Yes/No	Details
Provide the standard business hours for		

Attachment B
Project Approach, Equipment, and Work Schedule

tech support in PST		
Vendor provides on-going support and maintenance of the new system		
Technical support personnel are available on-site within 72 hours to address hardware malfunctions		
Warranty and Service Requirements	Yes/No	Details
The vendor must provide an all-inclusive, 12-month extended warranty on equipment, software, and components and offer extended maintenance/service contract thereafter.		
Software warranty: Software patches and service pack releases must be supplied.		
The library shall be able to request service using a local or toll-free 800 number.		
The service agreement must include remote maintenance for expert technical consultation and software support.		
Installation	Yes/No	Details
The installation of any equipment will be in full compliance with all current federal, state, and local government building and fire statutes, codes, regulations, and industry standards		
The proposed system must be installed according to a schedule determined in coordination with library staff to minimize disruption.		
Detail installation requirements and the library's responsibilities will be provided to the library (provide details).		

**Attachment C
Pricing Forms**

Purchase Option

Description	Quantity	Unit Cost	Total Price
Equipment A			
Equipment B			
Equipment C			
Engineer Costs			
Installation Hourly Labor Rate			
		Subtotal	
		Tax	
		Shipping	
		Total Project Cost	

If available:

Description	Total Price
Support & maintenance – 3 years	