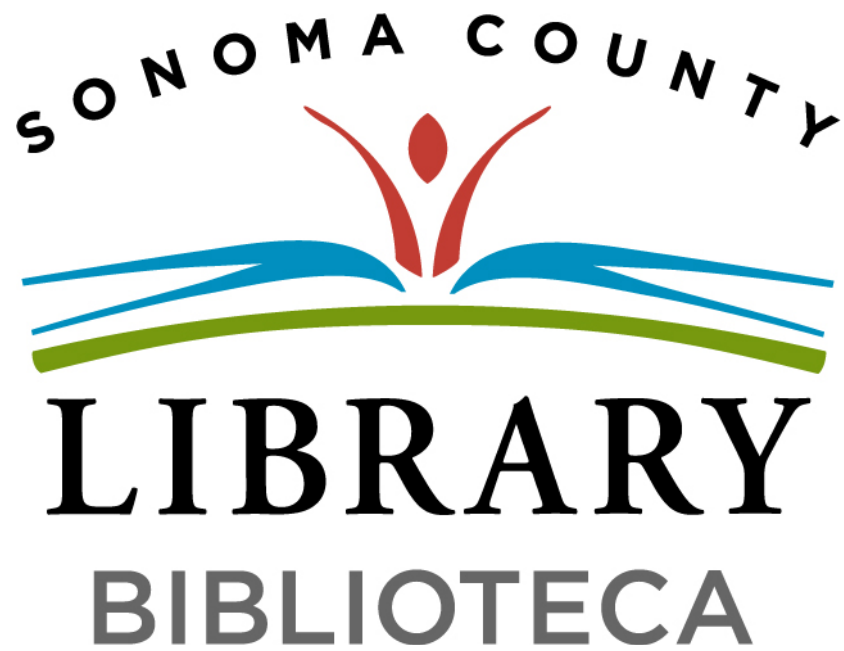




Request for Proposals

Date of Issuance: July 9, 2026

Proposals Due: August 7, 2026, 5:00 PM PST

SONOMA COUNTY LIBRARY

REQUEST FOR PROPOSALS

JANITORIAL SERVICES

Issue Date: July 9, 2026

Proposal Due Date: August 7, 2026

1. INTRODUCTION

Sonoma County Library (“Library” or “SCL”) invites qualified janitorial service contractors (“Proposers” or “Contractors”) to submit proposals to provide janitorial services for Library facilities. The selected Contractor shall furnish all labor, supervision, equipment, materials, and supplies necessary to maintain Library facilities in a clean, sanitary, safe, and orderly condition in accordance with the requirements of this Request for Proposals (“RFP”).

The Library intends to award a contract to the proposer whose proposal is determined to be most advantageous to the Library based on the evaluation criteria set forth in this RFP.

2. LIBRARY BACKGROUND

Sonoma County Library is a public library system serving communities throughout Sonoma County. This RFP seeks janitorial services for Library facilities including regional libraries, community library locations, and an administrative building. The Library’s goal is to ensure that all facilities are maintained to a consistently high standard of cleanliness, safety, and presentation for staff and the public.

3. PROJECT OVERVIEW

Sonoma County Library is seeking proposals from qualified janitorial service contractors to service **12 regional libraries, 2 community library locations, and 1 administrative building**. The Contractor shall provide all labor, supervision, equipment, and supplies necessary to maintain Library facilities in a clean, sanitary, and orderly condition.

All work shall be performed in a professional manner that minimizes disruption to Library operations and public service.

Unless otherwise specified, the Contractor shall provide all cleaning equipment, tools, chemicals, disinfectants, and trash liners necessary to perform the work.

Contractor shall immediately report maintenance issues observed during service, including but not limited to plumbing leaks, vandalism, electrical problems, facility damage, broken fixtures, safety hazards, or suspicious activity.

Wet floor signage must be used whenever liquids are applied to non-carpeted floors.

4. TERM OF CONTRACT

The anticipated contract term is:

- **Initial Term:** Three (3) years
- **Optional Extensions:** Two (2) one-year extensions, exercisable at the Library's discretion and subject to satisfactory performance, budget approval, and mutual agreement

The Library reserves the right to negotiate final contract terms with the selected proposer.

5. RFP SCHEDULE

The anticipated schedule for this RFP is as follows. The Library reserves the right to revise these dates by written addendum.

Milestone	Date
RFP Issued	July 9, 2026
Deadline for Written Questions	July 24, 2026
Responses to Questions	July 31, 2026
Proposal Due Date and Time	August 7, 2026
Interviews	August 15, 2026
Notice of Intent to Award	August 20, 2026
Anticipated Contract Start Date	September 7, 2026

6. FACILITIES INCLUDED IN THIS RFP

The facilities covered by this RFP are listed below. The Library reserves the right to add or remove facilities during the term of the contract.

Facility	Address	Approx. Square Feet
Central Santa Rosa Library	211 E Street Santa Rosa, CA 95404	61,800
Cloverdale Regional Library	401 N. Cloverdale Blvd. Cloverdale, CA 95425	7,200
Forestville Community Library	7050 Covey Road Forestville, CA 95436	486
Guerneville Regional Library	14107 Armstrong Woods Rd. Guerneville, CA 95446	6,237
Headquarters	6135 State Farm Dr. Rohnert Park, CA 94928	26,500
Healdsburg Regional Library	139 Piper Street Healdsburg, CA 95448	11,700
Northwest Santa Rosa Library	150 Coddington Center Santa Rosa, CA 95401	7,224
Occidental Community Library	73 Main Street Occidental, CA 95465	522
Petaluma Regional Library	100 Fairgrounds Drive Petaluma, CA 94952	26,766
Rincon Valley Regional Library	6959 Montecito Boulevard Santa Rosa, CA 95409	15,000
Rohnert Park Cotati Regional Library	6250 Lynne Condé Way Rohnert Park, CA 94928	23,807
Roseland Regional Library	470 Sebastopol Road Santa Rosa, CA 95407	4,445
Sebastopol Regional Library	7140 Bodega Avenue Sebastopol, CA 95472	10,000

The Library may provide additional facility information, floor plans, or square footage estimates upon request or during a pre-proposal walk-through.

7. SCOPE OF SERVICES

The Contractor shall provide comprehensive janitorial services for all facilities included in this RFP. Services shall include routine daily cleaning, weekly services, quarterly services, and as-needed cleaning as described below.

The Contractor shall provide:

- Labor and supervision
- Cleaning equipment and tools
- Cleaning chemicals and disinfectants
- Trash liners and standard janitorial consumables used in the cleaning process
- Quality control and inspection processes
- Communication with Library staff regarding service issues and facility concerns

Unless otherwise directed by the Library, the Contractor shall perform work outside of public service hours whenever feasible.

8. CLEANING PERFORMANCE STANDARDS

All cleaned areas must meet the following minimum standards:

- Surfaces free of dust, dirt, debris, stains, gum, graffiti, and foreign matter
- Floors free of spills, debris, buildup, and visible soiling
- Glass and mirrors free of streaks, smudges, and handprints
- Restrooms sanitary, odor-free, and fully stocked
- Trash and recycling containers emptied and liners replaced as needed
- Entrances and public areas maintained in a neat and presentable condition
- Breakrooms and staff areas maintained in sanitary condition
- Carpets free of visible debris and spot-cleaned as needed

The Library reserves the right to inspect cleaning services and require correction of deficiencies.

9. CLEANING FREQUENCY REQUIREMENTS

Cleaning tasks are organized by service frequency. The Contractor shall ensure all listed services are performed at each facility as applicable to the size, layout, and use of the space.

9.1 Daily Services

A. Entrances and Public Access Areas

- Sweep entryways and exterior areas immediately outside entrances
- Remove cobwebs and debris
- Clean entry doors, glass, frames, and hardware

- Clean entry mats

B. Waste and Recycling

- Empty all trash and recycling containers
- Remove marked disposal items from offices and hallways
- Replace liners
- Transport waste to designated disposal areas

C. General Interior Cleaning

- Clean drinking fountains
- Clean sinks and washbasins
- Clean mirrors and glass surfaces
- Clean and refill dispensers as needed

D. Floors

- Sweep or dust mop hard floors
- Wet mop public hard floors, including restrooms and lobbies
- Vacuum carpeted areas
- Spot clean carpet stains and remove gum

E. Meeting Rooms

- Vacuum or sweep floors
- Remove trash and recycling

F. Study Pods

- Remove trash and recycling
- Sweep floor
- Clean glass panels and doors

G. Breakrooms and Kitchenettes

- Clean tables, chairs, countertops, and sinks
- Sweep, vacuum, and mop floors
- Remove trash, recycling, and composting, where applicable

H. Restrooms

- Clean and disinfect toilets, urinals, sinks, and fixtures
- Clean mirrors and partitions
- Refill soap, paper towels, and toilet tissue if Library-supplied stock is provided for restocking
- Clean dispensers and waste receptacles
- Damp mop floors with disinfectant

- Empty sanitary waste containers

I. Corridors and Stairways

- Sweep or vacuum floors
- Mop hard floors
- Remove debris and spills from steps and handrails

J. End of Shift

- Secure doors and windows as appropriate and only if directed by Library staff or site procedures
 - Turn off lights in non-sensor areas as appropriate
-

9.2 Weekly Services

- Wipe down tables and commonly touched surfaces
 - Wipe reading tables and public work surfaces
 - Clean public computer keyboards, mice, and screens using appropriate products
 - Clean telephones and shared equipment
 - Clean countertops and other horizontal surfaces
 - Dust blinds and windowsills
 - Dust desks, file cabinets, tables, and shelving
 - Dust picture frames and decorative surfaces
 - Vacuum upholstered furniture
 - Clean interior glass surfaces
 - Dust vents and air returns
 - Clean stairway handrails and ledges
 - Wet mop staff-only floors
 - Clean elevator interiors including doors and tracks
 - Dust fire extinguishers and clean enclosures
-

9.3 Quarterly Services

- Deep clean all carpeted areas using hot water carpet extraction or equivalent method approved by the Library
 - Coordinate cleaning schedule with Library staff in advance to minimize disruption
-

10. AS-NEEDED AND SPECIAL CLEANING SERVICES

The Contractor shall perform the following services when requested by the Library:

- Remove graffiti, stickers, and adhesive residue
- Spot clean walls and partitions
- Remove gum and spills from floors
- Perform emergency cleanup services
- Address biohazard situations in accordance with all applicable laws, regulations, and safety requirements
- Provide event cleanup, day porter services, and high-traffic spot treatment as requested

The Contractor shall provide a response time for emergency or urgent cleaning requests in its proposal.

11. CONTRACTOR STORAGE AREAS

The Library may provide designated storage space for janitorial supplies and equipment at selected facilities.

The Contractor shall:

- Maintain storage areas in a clean and orderly condition
- Properly label all chemicals and materials
- Store chemicals on lower shelves and paper products above
- Comply with all safety requirements and manufacturer recommendations
- Ensure that all equipment and supplies are secured and stored safely

The Contractor shall be responsible for any damage caused by its equipment, materials, or personnel.

12. QUALITY ASSURANCE AND INSPECTION

The Library may conduct inspections to verify service quality and contract compliance.

Deficiencies identified during inspections must be corrected within **twenty-four (24) hours** unless otherwise directed by the Library.

The Contractor shall maintain a quality assurance program that includes regular supervision, inspection, and prompt correction of deficiencies. Repeated deficiencies may result in corrective action, withholding of payment for unsatisfactory work, or other contract remedies.

The Library may require periodic meetings with the Contractor to review performance, discuss service concerns, and resolve operational issues.

13. DAILY CLEANING CHECKLIST

Contractor staff may use the following checklist during service visits. The selected Contractor may propose an equivalent checklist for Library approval.

Entrances

- ☐ Sweep entrances
- ☐ Clean doors and glass
- ☐ Remove cobwebs

Trash

- ☐ Empty trash containers
- ☐ Empty recycling
- ☐ Replace liners

Floors

- ☐ Sweep/dust mop hard floors
- ☐ Mop public hard floors
- ☐ Vacuum carpets

Public Areas, Meeting Rooms, and Study Pods

- ☐ Wipe handprints or noticeable smudges from windows or surfaces.
- ☐ Clean public computers and keyboards
- ☐ Clean drinking fountains

Restrooms

- ☐ Clean toilets and sinks
 - ☐ Refill supplies
 - ☐ Clean mirrors
 - ☐ Mop floors
-

14. CLEANING STANDARDS TABLE

Cleaning intensity varies by type of space. Vendors shall use the following categories when estimating labor.

Space Type	Examples	Cleaning Frequency
Public Areas	Lobbies, reading rooms, corridors, study pods	Daily

Space Type	Examples	Cleaning Frequency
Restrooms	Public and staff restrooms	Daily
Meeting Rooms	Conference rooms, community rooms	Daily
Staff Work Areas	Offices, workrooms	Daily light cleaning / weekly deep dusting
Breakrooms	Staff kitchens and vending areas	Daily
Storage Areas	Staff-only spaces	Weekly
Carpets	All carpeted areas	Daily vacuum / quarterly extraction

15. PRICING PROPOSAL REQUIREMENTS

Proposers shall submit pricing using the format below. All pricing must include labor, supervision, equipment, and standard cleaning supplies unless otherwise noted.

15.1 Base Cleaning Pricing

Facility	Square Feet	Price per Sq. Ft. (Monthly)	Estimated Monthly Cost
Central Santa Rosa Library	61,800		
Cloverdale Regional Library	7,200		
Forestville Community Library	486		
Guerneville Regional Library	6,237	,	
Headquarters	26,500		
Healdsburg Regional Library	11,700		
History & Genealogy	5,387		
Northwest Santa Rosa Library	7,224		
Occidental Community Library	522		
Petaluma Regional Library	26,766		
Rincon Valley Regional Library	15,000		
Rohnert Park Cotati Regional Library	23,807		
Roseland Regional Library	4,445		

Total Proposed Monthly Cost: _____

15.2 Service Frequency Pricing Breakdown

Service Category	Price per Sq. Ft.	Monthly Cost
Daily Cleaning		
Weekly Services		
Quarterly Carpet Extraction		
Total		

15.3 Optional Services

Service	Unit	Price
Carpet Extraction (Additional)	Per Sq. Ft.	
Floor Stripping and Waxing	Per Sq. Ft.	
Floor Burnishing	Per Sq. Ft.	
Interior Window Cleaning	Per Window	
Exterior Window Cleaning	Per Window	
High Dusting	Per Sq. Ft.	
Emergency Cleaning	Per Hour	
Biohazard Cleanup	Per Hour	
Event Cleanup	Per Event	
Day Porter Services	Per Hour	

15.4 Additional Labor Rates

Position	Hourly Rate
Janitorial Staff	
Supervisor	
Day Porter	
Emergency Service	

16. CONTRACT ADJUSTMENTS

The Library reserves the right to:

- Add or remove facilities
- Adjust service frequencies
- Select optional services
- Modify service areas due to operational changes

- Suspend service temporarily at individual sites for renovation, closure, or other operational reasons

Pricing adjustments shall be based on the rates provided in the Contractor's proposal, unless otherwise negotiated and agreed to in writing.

17. MINIMUM CONTRACTOR QUALIFICATIONS

Proposers should demonstrate the following minimum qualifications:

1. At least three (3) years of experience providing janitorial services for public agencies, libraries, educational facilities, offices, or similar multi-site facilities;
2. Demonstrated capacity to provide services across multiple locations;
3. Experience supervising janitorial staff and maintaining quality control systems;
4. Ability to provide emergency response services;
5. Ability to meet the insurance requirements set forth in this RFP; and
6. All licenses, registrations, and business authorizations required to perform the services.

The Library reserves the right to verify qualifications and references.

18. PROPOSAL CONTENT REQUIREMENTS

Each proposal shall include the following sections in the order listed below.

18.1 Cover Letter

A signed cover letter by an authorized representative of the proposer that includes:

- Legal business name
- Business address
- Telephone number and email address
- Name and title of primary contact person
- A statement that the proposer has reviewed the RFP and agrees to provide the requested services

18.2 Company Qualifications and Experience

Provide:

- A brief history and overview of the firm
- Number of years in business

- Description of experience with similar facilities and comparable public sector or library contracts
- Description of the firm's resources and staffing capacity

18.3 Staffing and Supervision Plan

Provide:

- Proposed staffing levels and staffing approach
- Supervision structure
- Training procedures
- Employee screening and background check practices
- Procedures for call-outs, absences, and service continuity
- Quality assurance and inspection procedures

18.4 Service Approach

Describe:

- How the proposer will perform the scope of services
- Scheduling approach for routine and periodic work
- Emergency response capabilities
- Communication and issue escalation process
- Any recommended improvements or innovations

18.5 References

Provide at least three (3) references from current or recent clients receiving similar services. Include:

- Organization name
- Contact name and title
- Telephone number
- Email address
- Brief description of services provided

18.6 Pricing Proposal

Provide pricing in the format set forth in Section 15.

18.7 Insurance / Statement of Insurability

Provide proof of insurance or a statement certifying the proposer's ability to obtain the insurance required by this RFP upon award.

18.8 Licenses and Certifications

Provide copies of applicable licenses, registrations, and certifications.

18.9 Sustainability Practices

Describe:

- Green cleaning products used
- Waste reduction practices
- Recycling and sustainability practices
- Measures to reduce indoor air quality impacts

18.10 Exceptions and Deviations

Identify any requested exceptions, deviations, or proposed modifications to this RFP or to the Library's contract terms. If no exceptions are stated, the proposal will be deemed to comply with the RFP requirements.

19. PROPOSAL SUBMISSION INSTRUCTIONS

19.1 Submission Method

Proposals shall be submitted electronically in PDF format by the deadline listed in the RFP Schedule.

Proposals shall be emailed to:

Clint Yeager

Sonoma County Library

cyeager@sonomalibrary.org

The subject line shall state:

Proposal – Janitorial Services RFP – Clint Yeager

19.2 Proposal Deadline

Proposals must be received no later than the date and time stated in the RFP Schedule. Late proposals may be rejected without review.

19.3 Proposal Format

Proposals should be clear, concise, and organized in the same order as the sections listed in this RFP. Proposals must be signed by an individual authorized to bind the proposer contractually.

19.4 Proposal Costs

All costs incurred in the preparation and submission of a proposal are the sole responsibility of the proposer. The Library shall not be responsible for any such costs.

20. QUESTIONS REGARDING THIS RFP

Proposers may submit written questions regarding this RFP via email to the contact person below on or before the date listed in the RFP Schedule. The Library will respond to properly submitted questions in writing on or before the date set forth in the Schedule. The Library may distribute questions and answers to all known interested proposers.

Questions shall be directed to:

Dave Tichava

dtichava@sonomalibrary.org

All questions and responses must be in writing. No verbal communications between a proposer and Library staff regarding the substance of this RFP are permitted, and any verbal representations made by Library staff shall not be 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. Modifications to this RFP may be made by written addendum, which shall become part of this RFP.

21. PROPOSAL WITHDRAWAL

A proposer may withdraw its proposal at any time prior to the proposal submission deadline by providing written notice to the Library's contact person. The notice must be signed by an authorized representative of the proposer.

After the proposal submission deadline, proposals may not be withdrawn for a period of ninety (90) days without the Library's written consent.

22. PROPOSAL AMENDMENTS BY PROPOSER

A proposer may amend or revise its proposal at any time prior to the proposal submission deadline by submitting a written amendment or replacement proposal to the Library's contact person.

Any amendment must:

- Be received prior to the proposal deadline;
- Clearly identify the proposer and the RFP title; and
- Be signed by an authorized representative of the proposer.

A replacement proposal shall be clearly marked as such and shall supersede the previously submitted proposal in its entirety.

23. PROPOSAL INFORMATION

If the Library determines that a Proposer has provided, for consideration in the Proposal Evaluation Process or Contract Award Process incorrect information which the Proposer knew or should have known was materially incorrect, the Proposal may be rejected by the Library, at its sole discretion.

24. RFP AMENDMENTS, ADDENDA, AND CANCELLATION

The Library reserves the right to amend, clarify, revise, or modify this RFP at any time prior to the proposal submission deadline. Any such amendment shall be made by written addendum.

Addenda issued by the Library shall become part of this RFP and shall be binding on all proposers. It is the proposer's responsibility to ensure it has received and reviewed all addenda prior to submitting a proposal.

The Library also reserves the right to cancel this RFP at any time, in whole or in part, without prior notice and without liability to any proposer. Issuance of this RFP does not obligate the Library to award a contract.

25. RIGHT TO REJECT PROPOSALS / RESERVATION OF RIGHTS

The Library reserves the right, in its sole discretion, to:

- Reject any or all proposals
- Waive minor irregularities, informalities, or non-material defects
- Request clarification or additional information from any proposer
- Conduct interviews or request presentations
- Request revised proposals or best and final offers
- Accept all or part of a proposal
- Award a contract in whole or in part
- Reissue, revise, suspend, or cancel this RFP

- Negotiate with one or more proposers
- Make an award in the best interest of the Library, whether or not the lowest-cost proposal is selected

Any proposal that is incomplete, nonresponsive, submitted late, or fails to comply with the requirements of this RFP may be rejected.

26. EVALUATION OF PROPOSALS

Proposals will be evaluated by the Library using the following criteria:

Category	Points
Cost Proposal	40
Experience with Similar Facilities	20
Staffing Plan	15
References	15
Sustainability Practices	5
Proposal Completeness	5
Total Possible Score	100

The Library may, at its discretion, request interviews, clarifications, site visits, or best and final offers from one or more proposers as part of the evaluation process.

27. NOTICE OF AWARD AND CONTRACT EXECUTION

The selected proposer will be required to enter into a written agreement with Sonoma County Library in a form acceptable to the Library. The successful proposer shall not begin work until the contract has been fully executed and all required insurance documents and other compliance documents have been submitted and approved.

The Library reserves the right to negotiate final contract terms with the selected proposer.

27. INSURANCE REQUIREMENTS

The selected Contractor shall maintain insurance meeting the requirements of Sonoma County Library throughout the term of the contract. At a minimum, the Contractor shall be prepared to provide the following coverage, subject to confirmation in the final contract:

27.1 Commercial General Liability

Commercial General Liability insurance with limits of not less than **\$1,000,000 per occurrence** and **\$2,000,000 aggregate** for bodily injury, personal injury, and property damage.

27.2 Automobile Liability

Automobile Liability insurance covering owned, non-owned, and hired vehicles with limits of not less than **\$1,000,000 combined single limit** per accident.

27.3 Workers' Compensation and Employers' Liability

Workers' Compensation insurance as required by California law and Employers' Liability insurance with limits of not less than **\$1,000,000**.

27.4 Additional Insured / Primary Coverage

The Library, its officers, agents, employees, and volunteers may be required to be named as additional insureds on the Commercial General Liability and Automobile Liability policies, as required by the final contract. Such insurance shall be primary and non-contributory with respect to the Library's insurance.

27.5 Proof of Insurance

Prior to contract execution, the selected Contractor shall furnish certificates of insurance and endorsements acceptable to the Library evidencing the required coverage.

28. SAFETY, CHEMICAL USE, AND REGULATORY COMPLIANCE

The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances related to the services performed under the contract, including but not limited to workplace safety, hazardous materials handling, and employment laws.

The Contractor shall:

- Maintain Safety Data Sheets (SDS) for all chemicals used on site
 - Train employees in safe chemical use and handling
 - Use wet floor signs and other safety warnings as appropriate
 - Comply with Cal/OSHA requirements and all applicable health and safety regulations
 - Promptly report accidents, injuries, and hazardous conditions to the Library
-

29. STAFFING, CONDUCT, AND BACKGROUND EXPECTATIONS

The Contractor shall ensure that all personnel assigned to Library facilities conduct themselves in a professional and courteous manner.

At the Library's request, the Contractor shall remove and replace any employee whose conduct, performance, or presence is determined by the Library to be unsatisfactory or inconsistent with the needs of a public library environment.

The Contractor shall be responsible for the actions of its employees, subcontractors, and agents while on Library property.

If the Library elects to require background screening for Contractor staff assigned to Library sites, such requirements will be set forth in the final contract or in an addendum to this RFP.

30. ASSIGNMENT AND SUBCONTRACTING

No portion of the work may be assigned, transferred, or subcontracted without the prior written approval of the Library. If subcontractors are proposed, the proposer shall identify them in its proposal and describe the portion of work to be performed by each subcontractor. Use of subcontractors shall not relieve the Contractor of responsibility for performance of the contract.

31. DISPLACED JANITOR OPPORTUNITY ACT

The Proposer shall comply with the Displaced Janitor Opportunity Act, Labor Code sections 1060 et seq., including, but not limited to:

- A. **Transition Employment Period.** A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract.
- B. **Commencement of Services.** Upon commencing service under the contract, the successor contractor or successor subcontractor shall provide a list of its employees and a list of employees of its subcontractors providing services for the Library, indicating which of these employees were employed by the terminated contractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either

by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

32. PAYMENT TERMS

Payment terms will be established in the final contract. Unless otherwise agreed, payment shall be made monthly in arrears following receipt of an accurate invoice and verification of satisfactory performance.

Invoices shall include, at a minimum:

- Contractor name and remittance address
- Invoice date and invoice number
- Service month
- Facility or facilities serviced
- Amount due
- Any approved additional services billed separately

The Library reserves the right to withhold payment for unsatisfactory or incomplete services until deficiencies are corrected.

33. NON-DISCRIMINATION

The Contractor shall not discriminate in the performance of the contract on the basis of any protected classification under applicable law and shall comply with all applicable equal employment opportunity laws and regulations.

34. PUBLIC RECORDS

Proposals submitted in response to this RFP may become public records subject to disclosure under applicable law, including the California Public Records Act, after completion of the procurement process. If a proposer believes portions of its proposal are exempt from disclosure, the proposer shall clearly identify those portions and state the basis for the claimed exemption. The Library does not guarantee that any material will be withheld from disclosure if disclosure is required by law.

35. NO GUARANTEE OF WORK VOLUME

Nothing in this RFP or any resulting contract shall be construed as a guarantee of any minimum amount of work, service level, or compensation. The Library reserves the right to adjust service levels and locations based on operational needs and available funding.

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

A. Consultant represents that it is a duly qualified _____ [INSERT TYPE OF EXPERTISE], experienced in _____ [INSERT TYPE OF SERVICES TO BE PROVIDED], and related services.

B. In the judgment of the Library, it is necessary and desirable to employ the services of Consultant to provide _____ [INSERT TYPES OF SERVICES TO BE PROVIDED].

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. In the event of a conflict between the body of this Agreement and its exhibits, the provisions in the body of this Agreement shall control.

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

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

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

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the rates and terms set forth in Exhibit B, attached hereto and incorporated herein. Consultant shall submit its invoices in arrears on a monthly basis in a form approved by the Library. The invoices shall show or include: (a) the tasks performed; (b) the time in quarter hours devoted to the tasks; (c) the hourly rate or rates of the persons performing the tasks; and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. In no event shall the total payable under this Agreement exceed \$ _____.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date through _____, unless terminated earlier in accordance with the provisions of Article 4, below.

4. Termination.

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

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

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant shall deliver all materials and work product created pursuant to this Agreement to the Library within 14 days following the date of termination, and shall submit an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

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

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

5. Indemnification. Consultant 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 its 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 and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both

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

9. Representations of Consultant.

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

9.2 Status of Consultant. The parties intend for Consultant to perform services under this Agreement as an independent contractor, and further agree that: (a) Consultant is free from the control and direction of the Library in performing services under this Agreement; (b) the services to be performed under this Agreement are outside the usual course of the Library's business; and (c) Consultant is customarily engaged in an independently-established business of the same nature as the services to be performed for the Library under this Agreement. In the event the Library exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees

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

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are

compensable under this Agreement and shall make such documents and records available to the Library for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

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

9.7 Assignment of Rights. Consultant assigns to Library all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the data and reports now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Library in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Library may direct, and refraining from disclosing any versions of the data and reports to any third party without first obtaining written permission of Library. Consultant shall not use or permit another to use the data and reports in connection with this or any other project without first obtaining written permission of Library.

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

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

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

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

FOR LIBRARY

Erika Thibault, Library Director
Sonoma County Library
6135 State Farm Drive
Rohnert Park, CA 94928
execbilling@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. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and the Library acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and the Library acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

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

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

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

CONSULTANT:

Dated: _____, 2026

By: _____

[Insert name and title]

LIBRARY:

Dated: _____, 2026

By: _____

Erika Thibault

Director

Sonoma County Library

APPROVED AS TO FORM FOR LIBRARY:

By: _____

Jeff A. Mitchell
Library General Counsel
Kronick, Moskovitz,
Tiedemann & Girard